

**PUBLIC MEETING NOTICE AND AGENDA
VILLAGE OF HUNTLEY
VILLAGE BOARD MEETING**

**THURSDAY, SEPTEMBER 23, 2021
7:00 P.M.**



Due to restrictions associated with the COVID-19 pandemic, all those in attendance will be required to follow current State of Illinois face covering requirements regardless of vaccination status.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Proclamation:

Arteriovenous Malformation (AVM) Awareness Month

5. Presentation: McHenry County Mental Health Board Executive Director, Scott Block

6. Public Comments

7. Items For Discussion and Consideration:

- a) Consideration – Approval of the September 23, 2021 Bill List in the amount of \$1,273,179.58
- b) Conceptual Review – New Cemetery for St. Mary Catholic Church, 10307 Dundee Road
- c) Conceptual Review – M/I Homes of Chicago, Proposed Site Plan and Home Elevations for a New Residential Subdivision on ±82 acres commonly known as 10902 Dundee Road
- d) Consideration – A Resolution Authorizing Negotiation of a Redevelopment Agreement with Billitteri Enterprises, LLC for the Former Fire Station Property, 11808 Coral Street
- e) Consideration – Comprehensive Master Utility Plan Update
 - i. A Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. for the Comprehensive Utility Master Plan Update
 - ii. An Ordinance Approving an Amendment to the FY21 Budget in the amount of \$63,250 for the Comprehensive Utility Master Plan Update
- f) Consideration – A Resolution Approving a Proposal from Layne Christensen Company for the Well No. 8 Redevelopment

- g) Consideration – Well No. 12 and Water Treatment Plant Design Engineering
 - i. A Resolution Approving Professional Services Agreements with Engineering Enterprises, Inc. for Design Engineering Services for Well No. 12 and Water Treatment Plant
 - ii. An Ordinance Approving an Amendment to the FY21 Budget in the amount of \$400,347 for the Design Engineering for Well No. 12 and Water Treatment Plant
- h) Consideration – 2021 Crack Sealing Program
 - i. Approval of Payout Request No. 1 to SKC Construction, Inc. in the amount of \$73,988.38
 - ii. A Resolution Approving a Contract Change Order to SKC Construction, Inc. in the amount not to exceed \$20,000.00 to Crack Seal Sun City Neighborhoods 12, 15, and 16
- i) Consideration – Appointment of Dennis O’Leary to the Plan Commission
- j) Consideration – Appointment of Jeff Peterson to the Plan Commission

8. Village Manager’s Report

9. Village President’s Report

10. Unfinished Business

11. New Business

12. Executive Session: (if necessary)

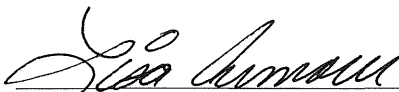
- b) Contractual; c) Property Acquisition, Purchase, Sale or Lease of Real Estate; d) Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the Village of Huntley

13. Possible Action on any Closed Session Item

14. Adjournment

MEETING LOCATION
Village of Huntley Municipal Complex
10987 Main Street
Huntley, IL 60142

The Village of Huntley is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact Mr. David Johnson, Village Manager at 847-515-5200. The Village Board Room is handicap accessible.



Lisa Armour, Deputy Village Manager

Agenda Item: **Proclamation**

Department: **Village Manager's Office**

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- a) Proclamation: Arteriovenous Malformation (AVM) Awareness Month

Agenda Item: **Special Presentation**

Department: **Village Manager's Office**

- a) Presentation: McHenry County Mental Health Board Executive Director Scott Block



AGENDA ITEM
VILLAGE BOARD MEETING: 9/23/2021
Bills List Fiscal Year End 12/31/2021

The following is a breakdown by Fund for the September 23, 2021 Bills List.

FUND	DEPARTMENT	TOTALS
100	General Fund *(Non-Expense Related Items)	\$210,313.63
100-10	Legislative & Executive	\$14,469.40
100-20-10	Village Manager's Office	\$511.03
100-20-21	Human Resources	\$583.50
100-20-22	Information Technology	\$52.40
100-30	Finance	\$1,514.01
100-50	Police Department	\$12,204.26
100-60-10	PW Admin/Engineering	\$7,750.43
100-60-61	Streets/Underground	\$8,178.03
100-60-62	Buildings & Grounds	\$443.07
100-70	Development Services	\$81,253.14
220	Cemetery	\$3,118.46
400	Capital Projects Fund	\$7,948.57
410	Facilities & Grounds Maintenance	\$2,716.77
420	Street Improvement/Road & Bridge	\$457,137.32
460	Motor Fuel Tax Fund	\$331,453.08
480	Equipment Replacement	\$5,056.44
510	Water Operating	\$46,855.93
515	Water Capital Fund	\$16,487.61
520	Wastewater Operating	\$29,560.59
525	Wastewater Capital Fund	\$13,993.85
600	Benefits Fund	\$1,216.78
700	Escrow Agency Fund	\$20,361.28
	9/23/21 Bills Payable	\$1,273,179.58
	9/9/2021 Payroll Date	\$421,147.20
	Total Payroll	\$421,147.20
	Total Disbursements	\$1,694,326.78

*(Compliance Bond Refunds, Impact Fees, Sales Tax Rebates, Deposit Refunds, Pre-Paid Expenses, and A/R-Bulk Fuel)



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
102 - ADT LLC	
SECURITY CAMERA SERVICE - FLEET GARAGE	
<i>Facilities & Grounds Maintenance</i>	\$48.75
102 - ADT LLC Total	\$48.75
1034 - MIDAMERICAN ENERGY SERVICES LLC	
ELECTRICITY	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$18,925.73
<i>Water Operating Fund-Public Works-Water</i>	\$29,019.16
1034 - MIDAMERICAN ENERGY SERVICES LLC Total	\$47,944.89
1041 - DYNEGY ENERGY SERVICES	
ELECTRICITY	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,706.88
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$263.61
1041 - DYNEGY ENERGY SERVICES Total	\$1,970.49
106 - AIRGAS NORTH CENTRAL	
WELDING SUPPLIES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$232.83
106 - AIRGAS NORTH CENTRAL Total	\$232.83
1095 - AMAZON CAPITAL SERVICES INC	
BATTERY DISCONNECT	
<i>General Fund-Development Services</i>	\$108.99
CAUTION SIGNS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$58.45
1095 - AMAZON CAPITAL SERVICES INC Total	\$167.44
110 - ACE HARDWARE	
BATTERIES	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$13.99
FASTENERS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$10.37
METER HARDWARE	
<i>Water Operating Fund-Public Works-Water</i>	\$47.92
REFUND INVOICE OVERPAYMENT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	(\$14.63)
SMOKE ALARM BATTERY	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$7.99
110 - ACE HARDWARE Total	\$65.64



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
112 - ADVANCED BUSINESS NETWORKS INC	
BATTERY	
<i>Equipment Replacement Fund</i>	\$332.00
CISCO FIREWALL	
<i>Equipment Replacement Fund</i>	\$3,286.78
CISCO FIREWALL SUPPORT	
<i>Equipment Replacement Fund</i>	\$792.00
112 - ADVANCED BUSINESS NETWORKS INC Total	\$4,410.78
1125 - KIMBALL MIDWEST	
CUT-OFF WHEELS, DRILL BITS - FLEET SHOP	
<i>General Fund-Development Services</i>	\$418.05
CUT-OFF WHEELS, TURN DISC HOLDER - FLEET SHOP	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$211.98
1125 - KIMBALL MIDWEST Total	\$630.03
1150 - WEX HEALTH	
MONTHLY FSA FEES	
<i>General Fund-Village Managers Office-Human Resources</i>	\$106.70
1150 - WEX HEALTH Total	\$106.70
1157 - THE EDGE SPORTS APPAREL LLC	
DRY FIT SAFETY T-SHIRTS & LONG SLEEVED SHIRTS W/LOGO - S/W DEPT	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$420.00
DRY FIT SAFETY T-SHIRTS & LONG SLEEVED SHIRTS W/LOGO - STREET DEPT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$667.50
LOGO SCREEN PRINTING ON SAFETY VESTS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$105.00
1157 - THE EDGE SPORTS APPAREL LLC Total	\$1,192.50
1171 - VIKING PRO	
PRESSURE WASH DOWNTOWN SQUARE VARIOUS AREAS	
<i>Facilities & Grounds Maintenance</i>	\$1,487.11
1171 - VIKING PRO Total	\$1,487.11
118 - ALLIED ASPHALT	
SURFACE ASPHALT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,362.27
118 - ALLIED ASPHALT Total	\$2,362.27
1238 - FARRELL, TIM	
EXP REIMB/APWA PWX ANNUAL NATL CONFR	
<i>General Fund-Public Works-Administration</i>	\$9.46
1238 - FARRELL, TIM Total	\$9.46



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
138 - AUTO TECH GOODYEAR	
4-WHEEL ALIGNMENT - VEH 20-20 <i>General Fund-Police</i>	\$59.95
138 - AUTO TECH GOODYEAR Total	\$59.95
143 - B&F CONSTRUCTION CODE SVC INC	
INSPECTION SERVICES - 6/2021 <i>General Fund-Development Services</i>	\$11,296.00
<i>Water Operating Fund-Public Works-Water</i>	\$5,780.00
PLAN REVIEW SERVICES #1123772 <i>General Fund-Development Services</i>	\$200.00
PLAN REVIEW SERVICES #1123838 <i>General Fund-Development Services</i>	\$65,517.07
PLAN REVIEW SERVICES #1123942 <i>General Fund-Development Services</i>	\$608.56
PLAN REVIEW SERVICES #1123995 <i>General Fund-Development Services</i>	\$2,222.80
143 - B&F CONSTRUCTION CODE SVC INC Total	\$85,624.43
158 - BLU PETROLEUM	
VEHICLE FUEL - DIESEL <i>General Fund</i>	\$1,782.51
VEHICLE FUEL - REGULAR <i>General Fund</i>	\$2,698.56
158 - BLU PETROLEUM Total	\$4,481.07
171 - C & L RENTALS SALES & SVC INC	
1ST FRIDAY NIGHTS TENT RENTAL 9/3/21 <i>General Fund-Legislative</i>	\$301.75
GRASS TRIMMER LINE <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$125.90
LASER DETECTOR W/BRACKET <i>General Fund-Public Works-Administration</i>	\$97.59
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$96.18
<i>Water Operating Fund-Public Works-Water</i>	\$96.18
MEASURING WHEEL, TILE PROBE <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$143.78
171 - C & L RENTALS SALES & SVC INC Total	\$861.38



VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
173 - CB BURKE ENGINEERING LTD	
2021 BRIDGE INSPECTIONS	
<i>Street Improvement/Road & Bridge</i>	\$1,355.00
2021 MFT STREET IMPR- CONST ENG SVCS	
<i>Street Improvement/Road & Bridge</i>	\$21,276.50
2022 MFT PROGRAM	
<i>Street Improvement/Road & Bridge</i>	\$1,235.00
AMAZON DISTRIBUTION FACILITY	
<i>General Fund-Public Works-Administration</i>	\$4,477.00
BILL: HUNTLEY VENTURE/TALAMORE POD 3 - LENNAR HOMES	
<i>Escrow / Recapture Fund</i>	\$90.75
BILL: HUNTLEY VENTURE/TALAMORE POD 5 - LENNAR HOMES	
<i>Escrow / Recapture Fund</i>	\$90.75
BILL: HUNTLEY VENTURE/TALAMORE POD 8 - LENNAR HOMES	
<i>Escrow / Recapture Fund</i>	\$544.50
BILL: VENTURE ONE/AMAZON DISTRIBUTION CTR ENG REVIEW	
<i>Escrow / Recapture Fund</i>	\$2,378.50
BILL: VENTURE ONE/PROJECT PIE	
<i>Escrow / Recapture Fund</i>	\$5,936.50
CIDER GROVE PH II	
<i>Escrow / Recapture Fund</i>	\$2,369.28
EAKIN CREEK SANITARY INTERCEPTOR SEWER	
<i>Wastewater Capital & Equipment</i>	\$7,547.75
FREEMAN RD CULVERT REPLACEMENT	
<i>Street Improvement/Road & Bridge</i>	\$6,351.00
HAMPTON INN	
<i>General Fund-Public Works-Administration</i>	\$181.50
HUNTLEY CEMETERY PLOTTING	
<i>Cemetery Fund</i>	\$3,098.50
HUNTLEY COMMERCIAL CENTER	
<i>Escrow / Recapture Fund</i>	\$5,496.50
HUNTLEY CROSSINGS PH 2, PLAT 2	
<i>General Fund-Public Works-Administration</i>	\$380.00
HUNTLEY DUNDEE DRAINAGE ANALYSIS	
<i>Capital Projects and Improvement</i>	\$1,336.00
IL RT 47 WATER MAIN REPLCMT PROG	
<i>Water Capital & Equipment Fund</i>	\$1,049.50
MILL & DEAN ST WATER MAIN IMPROVEMENTS	
<i>Water Capital & Equipment Fund</i>	\$544.50
MUNICIPAL ENGINEERING SVCS	
<i>General Fund-Public Works-Administration</i>	\$2,339.00
PASSENGER RAIL SITE/STORMWATER IMPROVEMENTS	
<i>Capital Projects and Improvement</i>	\$6,538.57
173 - CB BURKE ENGINEERING LTD Total	\$74,616.60



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
196 - CLARK BAIRD SMITH LLP	
LEGAL SERVICES	
<i>General Fund-Legislative</i>	\$198.75
196 - CLARK BAIRD SMITH LLP Total	\$198.75
208 - COMED	
ELECTRICITY	
<i>Cemetery Fund</i>	\$19.96
<i>Facilities & Grounds Maintenance</i>	\$107.91
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$277.68
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$466.53
<i>Water Operating Fund-Public Works-Water</i>	\$135.56
208 - COMED Total	\$1,007.64
214 - CORE & MAIN	
HARDWARE CREDIT	
<i>Water Operating Fund-Public Works-Water</i>	(\$351.43)
MXU & WATER METER REPLACEMENT PROGRAM	
<i>Water Capital & Equipment Fund</i>	\$14,681.76
SEWER PIPE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$481.98
214 - CORE & MAIN Total	\$14,812.31
246 - ENGINEERING ENTERPRISES INC	
EAST WWTF UV MODIFICATIONS	
<i>Wastewater Capital & Equipment</i>	\$6,307.75
246 - ENGINEERING ENTERPRISES INC Total	\$6,307.75
258 - FEDEX	
UB LOCK BOX REPORTS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$25.73
<i>Water Operating Fund-Public Works-Water</i>	\$25.73
258 - FEDEX Total	\$51.46
259 - FILIPPINI LAW FIRM LLP	
BILL: VENTURE ONE ANNEXATION AGRMNT	
<i>Escrow / Recapture Fund</i>	\$931.00
BILL: CIDER GROVE PHASE II/D R HORTON	
<i>Escrow / Recapture Fund</i>	\$1,886.50
BILL: HUNTLEY DEVL LTD PARTNERSHIP/HORIZON	
<i>Escrow / Recapture Fund</i>	\$294.00
BILL: HUNTLEY OUTLET MALL REDEV	
<i>Escrow / Recapture Fund</i>	\$343.00



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
LEGAL SERVICES	
<i>General Fund-Legislative</i>	\$11,323.00
<i>General Fund-Police</i>	\$514.50
<i>Water Capital & Equipment Fund</i>	\$73.50
259 - FILIPPINI LAW FIRM LLP Total	\$15,365.50
279 - GORDON FLESCH CO INC	
RICOH COPIER LEASE PMT 7/20/21-8/19/21	
<i>General Fund-Development Services</i>	\$160.81
<i>General Fund-Finance</i>	\$35.74
<i>General Fund-Police</i>	\$214.41
<i>General Fund-Public Works-Administration</i>	\$71.47
<i>General Fund-Village Managers Office-Administration</i>	\$160.81
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$107.20
<i>Water Operating Fund-Public Works-Water</i>	\$107.20
RICOH COPIER LEASE PMT 8/20/21-9/19/21	
<i>General Fund-Development Services</i>	\$160.81
<i>General Fund-Finance</i>	\$35.74
<i>General Fund-Police</i>	\$214.41
<i>General Fund-Public Works-Administration</i>	\$71.47
<i>General Fund-Village Managers Office-Administration</i>	\$160.81
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$107.20
<i>Water Operating Fund-Public Works-Water</i>	\$107.20
279 - GORDON FLESCH CO INC Total	\$1,715.28
286 - GRAFTON TOWNSHIP	
IMPACT FEES AUGUST 2021	
<i>General Fund</i>	\$2,500.00
IMPACT FEES JULY 2021	
<i>General Fund</i>	\$1,100.00
286 - GRAFTON TOWNSHIP Total	\$3,600.00
287 - GRAINGER	
3UM17 ASCO FOUR WAY VALVE 120V - WELL 10	
<i>Water Operating Fund-Public Works-Water</i>	\$582.34
4GU32 - UPS	
<i>Water Operating Fund-Public Works-Water</i>	\$235.59
CONFINED SPACE HARNESS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$269.60
SHIPPING	
<i>Water Operating Fund-Public Works-Water</i>	\$28.45
287 - GRAINGER Total	\$1,115.98



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
290 - HACH CO	
50046H BEAKER	
<i>Water Operating Fund-Public Works-Water</i>	\$16.78
290 - HACH CO Total	\$16.78
293 - HAWKS NAPA AUTO PARTS	
AIR FILTER CREDIT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	(\$13.07)
BATTERY - VEH 1711	
<i>General Fund-Development Services</i>	\$130.45
BATTERY - VEH 24-16	
<i>General Fund-Police</i>	\$172.55
BED ARMOR AEROSOL	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$48.66
CORE DEPOSIT REFUNDS	
<i>General Fund-Police</i>	(\$63.00)
LIGHT BAR SWITCH - VEH 1970	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$10.93
SOCKET	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$14.58
293 - HAWKS NAPA AUTO PARTS Total	\$301.10
294 - HAWKINS INC	
BULK LOAD ALUM - EAST PLANT	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$4,203.98
294 - HAWKINS INC Total	\$4,203.98
302 - HUNTLEY FIRE PROTECTION DIST	
IMPACT FEES AUGUST 2021	
<i>General Fund</i>	\$17,125.00
IMPACT FEES JULY 2021	
<i>General Fund</i>	\$59,471.56
302 - HUNTLEY FIRE PROTECTION DIST Total	\$76,596.56
303 - HUNTLEY FLORAL	
SYMPATHY FLOWERS	
<i>General Fund-Village Managers Office-Human Resources</i>	\$149.40
303 - HUNTLEY FLORAL Total	\$149.40



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
304 - HUNTLEY LIBRARY DISTRICT	
IMPACT FEES AUGUST 2021	
<i>General Fund</i>	\$8,500.00
IMPACT FEES JULY 2021	
<i>General Fund</i>	\$3,740.00
304 - HUNTLEY LIBRARY DISTRICT Total	\$12,240.00
307 - HUNTLEY COMMUNITY SCHOOL DIST 158	
IMPACT FEES AUGUST 2021	
<i>General Fund</i>	\$87,633.00
IMPACT FEES JULY 2021	
<i>General Fund</i>	\$25,763.00
307 - HUNTLEY COMMUNITY SCHOOL DIST 158 Total	\$113,396.00
355 - KIESLERS POLICE SUPPLY INC	
GLOCK 17T GEN 5	
<i>General Fund-Police</i>	\$1,816.00
SHIPPING	
<i>General Fund-Police</i>	\$30.00
355 - KIESLERS POLICE SUPPLY INC Total	\$1,846.00
402 - MEADE ELECTRIC CO INC	
TRAFFIC SIGNAL MAINTENANCE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$750.00
402 - MEADE ELECTRIC CO INC Total	\$750.00
423 - QUADIENT LEASING USA INC	
LETTER OPENER LEASE - 3RD QTR	
<i>General Fund-Finance</i>	\$62.33
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$62.33
<i>Water Operating Fund-Public Works-Water</i>	\$62.33
423 - QUADIENT LEASING USA INC Total	\$186.99
424 - OFFICE DEPOT	
OFFICE SUPPLIES	
<i>General Fund-Development Services</i>	\$59.90
<i>General Fund-Finance</i>	\$21.92
424 - OFFICE DEPOT Total	\$81.82
425 - COMPASS MINERALS	
WATER SOFTENER SALT	
<i>Water Operating Fund-Public Works-Water</i>	\$7,923.90
425 - COMPASS MINERALS Total	\$7,923.90



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
428 - NICOR GAS	
NATURAL GAS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$314.74
428 - NICOR GAS Total	\$314.74
446 - PDC LABORATORIES INC	
LAB SAMPLE TESTING	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$3,666.00
<i>Water Operating Fund-Public Works-Water</i>	\$1,625.00
446 - PDC LABORATORIES INC Total	\$5,291.00
467 - QUILL CORP	
OFFICE SUPPLIES	
<i>General Fund-Development Services</i>	\$18.33
<i>General Fund-Finance</i>	\$44.28
467 - QUILL CORP Total	\$62.61
473 - RADICOM BUSINESS COMM SYSTEMS	
2-WAY RADIO - FOR NEW 2021 FORD F250- VEH 1611	
<i>Wastewater Capital & Equipment</i>	\$138.35
<i>Water Capital & Equipment Fund</i>	\$138.35
<i>Equipment Replacement Fund-Public Works</i>	\$645.66
473 - RADICOM BUSINESS COMM SYSTEMS Total	\$922.36
479 - RAY OHERRON CO INC	
BOOTS - OFC HARPER	
<i>General Fund-Police</i>	\$125.99
BOOTS - OFC KEPPLER	
<i>General Fund-Police</i>	\$167.99
SHIPPING	
<i>General Fund-Police</i>	\$10.54
479 - RAY OHERRON CO INC Total	\$304.52
501 - SAMS CLUB SYNCHRONY BANK	
CLEANING SUPPLIES	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$342.46
501 - SAMS CLUB SYNCHRONY BANK Total	\$342.46
512 - SIKICH LLP	
ACCOUNTING SERVICES - 8/2021	
<i>General Fund-Finance</i>	\$1,271.60
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$254.32
<i>Water Operating Fund-Public Works-Water</i>	\$1,017.28
512 - SIKICH LLP Total	\$2,543.20



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
542 - TESSENDORF MECHANICAL SERVICES	
A/C REPAIR - MC SECOND FLOOR	
<i>Facilities & Grounds Maintenance</i>	\$1,073.00
542 - TESSENDORF MECHANICAL SERVICES Total	\$1,073.00
570 - VERIZON WIRELESS	
CELL PHONE SERVICE & EQUIPMENT	
<i>General Fund-Development Services</i>	\$351.37
<i>General Fund-Finance</i>	\$42.40
<i>General Fund-Legislative</i>	\$32.40
<i>General Fund-Police</i>	\$1,453.56
<i>General Fund-Public Works-Administration</i>	\$122.94
<i>General Fund-Public Works-Buildings & Grounds</i>	\$92.62
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$314.95
<i>General Fund-Village Managers Office-Administration</i>	\$189.41
<i>General Fund-Village Managers Office-Human Resources</i>	\$42.40
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$296.20
<i>Water Operating Fund-Public Works-Water</i>	\$278.91
<i>General Fund-Village Managers Office-Information Technology</i>	\$52.40
570 - VERIZON WIRELESS Total	\$3,269.56
572 - VILLAGE OF DOWNERS GROVE	
HEALTH INSURANCE PREMIUM/PORTER 10/2021	
<i>Benefits Fund</i>	\$1,216.78
572 - VILLAGE OF DOWNERS GROVE Total	\$1,216.78
580 - WELCH BROTHERS INC	
FLARED END SECTION	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$125.00
580 - WELCH BROTHERS INC Total	\$125.00
583 - WEST SIDE EXCHANGE	
BLOCK HEATER INSTALL PARTS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$268.21
CREDIT - COVER & PUSH SWITCH	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	(\$41.08)
FILTERS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$278.72
VALVE ADJUSTMENT PARTS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$92.62
583 - WEST SIDE EXCHANGE Total	\$598.47



DETAIL BOARD REPORT 9/23/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
640 - PERSPECTIVES LTD	
EAP SERVICES 9.01.2021	
<i>General Fund-Village Managers Office-Human Resources</i>	\$285.00
640 - PERSPECTIVES LTD Total	\$285.00
689 - O'REILLY - STORE 5851	
CUT-OFF WHEEL	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$7.58
689 - O'REILLY - STORE 5851 Total	\$7.58
983 - HUNTLEY FORD	
FRONT BRAKE KIT & ROTORS - VEH 40	
<i>General Fund-Police</i>	\$296.12
MOULDING - VEH 1808	
<i>Water Operating Fund-Public Works-Water</i>	\$83.75
REAR BRAKE PADS & ROTORS - VEH 14-19	
<i>General Fund-Police</i>	\$212.99
WINDSHIELD WASHER JET KIT - VEH 1664	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$5.19
WINDSHIELD WASHER KIT - VEH 1664	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$13.00
983 - HUNTLEY FORD Total	\$611.05
218 - COWLIN & CURRAN PROF CORP	
LEGAL SERVICES	
<i>General Fund-Police</i>	\$6,037.00
<i>General Fund-Legislative</i>	\$750.00
218 - COWLIN & CURRAN PROF CORP Total	\$6,787.00
557 - TYLER TECHNOLOGIES INC	
INCODE ANNUAL SAAS - QUARTERLY FEE	
<i>General Fund-Police</i>	\$941.25
557 - TYLER TECHNOLOGIES INC Total	\$941.25
0 - ROBERT & SUSAN DURBIN	
0501021480-003 UM CREDIT BALANCE REFUND	
<i>Water Operating Fund</i>	\$34.08
0 - ROBERT & SUSAN DURBIN Total	\$34.08
Grand Total	\$512,869.18



VENDOR/DESCRIPTION/FUND/DEPARTMENT	Amount
480 - RECORD-A-HIT-ENTERTAINMENT	
1ST FRIDAYS GIANT GAME NIGHT	
<i>General Fund-Legislative</i>	\$1,372.50
480 - RECORD-A-HIT-ENTERTAINMENT Total	\$1,372.50
657 - ESPOSITO, DON	
MOBILE DJ SERVICES 9/3/2021	
<i>General Fund-Legislative</i>	\$300.00
657 - ESPOSITO, DON Total	\$300.00
921 - AWE, HUNTER	
PHOTOS OF HOOTENANNY GLOW 5K 2021 & OTHER EVENTS	
<i>General Fund-Legislative</i>	\$150.00
921 - AWE, HUNTER Total	\$150.00
Grand Total	\$1,822.50



MANUAL CHECK RUN 9/10/2021

**Approved at the 9/9/2021 Village Board Meeting*

VENDOR/DESCRIPTION/FUND/DEPARTMENT	Amount
1237 - COPENHAVER CONSTRUCTION INC	
FREEMAN ROAD CULVERT REPLACEMENT	
<i>Street Improvement/Road & Bridge</i>	\$99,409.80
1237 - COPENHAVER CONSTRUCTION INC Total	<u>\$99,409.80</u>
131 - ARROW ROAD CONSTRUCTION CO	
P#3/2021 MFT STREET IMPROVEMENT PROGRAM	
<i>Motor Fuel Tax Fund</i>	\$331,453.08
<i>Street Improvement/Road & Bridge</i>	\$327,510.02
131 - ARROW ROAD CONSTRUCTION CO Total	<u>\$658,963.10</u>
Grand Total	<u><u>\$758,372.90</u></u>

VILLAGE OF HUNTLEY
 PETTY CASH CHECKING ACCOUNT - AMERICAN COMMUNITY BANK

DATE	CK#	AMOUNT	PAYEE	DESCRIPTION	100-1033 G/L Account #
8/23/2021	1650	41.00	MCHENRY COUNTY RECORDER	Record Documents/Easement Agreement	100-10-00-6380
8/30/2021	1651	74.00	KANE COUNTY RECORDER	Record Documents/Huntley Investment Partners Ordinance	400-2750
		115.00	Submitted to Village Board Meeting 9/23/21		

Agenda Item: **Conceptual Review – New Cemetery for St. Mary Catholic Church, 10307 Dundee Road**

Petitioner/Owner: **St. Mary Catholic Church, petitioner and owner**

Department: **Development Services Department - Planning and Zoning Division**

Introduction

St. Mary Catholic Church is requesting to create a new cemetery on 2.45-acres of their property at 10307 Dundee Road. The current St. Mary Cemetery on Dean Street is near capacity with only a few niches left and no available gravesites. The creation of a new cemetery on Dundee Road will require a Special Use Permit and amending the Church’s Planned Unit Development (PUD).

St. Mary Church is also in early discussions to purchase an additional 12.75 acres of the old Kreutzer Farm immediately to the east of the church property. The church intends to use a portion of this acreage for cemetery’s second phase, which would require annexation of the property. A timeline for the second phase has not been identified at this time.

The St. Mary Church site, zoned “RE-1 (PUD)” Residential Estate Planned Unit Development, received its initial required PUD approval on March 9, 2000 and a 22,981 square foot main sanctuary building was constructed which opened in November 2001. Since that time there have been several amendments to the PUD to accommodate building additions and parking expansions. Most recently, the PUD was amended for a fifth time on July 27, 2019, for a 1,975 square foot administrative office addition. The addition of a cemetery will require the sixth amendment to the PUD.

Site Plan – Cemetery Phase 1

The first phase of the cemetery will be located on 2.45 acres of vacant land the church owns directly south of the parish center. Access to the cemetery will be off the existing north-south drive aisle that provides access to Kreutzer Road. The concept sketch shows internal access to the cemetery being provided along the south edge of the cemetery; however, additional detail is not provided as to how the drive will circulate around the property. These details will be provided on the engineering/grading plans that will be required with the formal application.

The cemetery will include a paved and landscaped altar feature and 496 columbarium niches at the center of the property. There would be 1,444 gravesites within the cemetery, with an additional 86 gravesites and 76 niches for infants to be located at the northeast corner of the site. The proposed sketch indicates trees will be planted around the perimeter of the cemetery.

Cemetery – First Phase

	Main Cemetery	Infant Area	Total Spaces
Gravesites	1,444	86	1,530
Columbarium Niches	496	76	572
Total Spaces	1,940	162	2,102

The Special Use Standards for Cemeteries, Section 156.068(F)(2) of the Zoning Ordinance, require the following for new cemeteries:

1. The site must contain at least 10 acres. *Meets standard.*
2. The cemetery shall not interfere with the development of collector and larger streets in the vicinity. *Meets standard.*
3. All burial buildings (including columbaria) shall be set back at least 80 feet from a street, and 55 feet from all side and rear lot lines. *Further information is needed regarding the distance of the columbaria in the infant cemetery and the side (east) lot line.*
4. All graves or burial lots shall be set back at least 30 feet from any street bounding the cemetery and at least 25 feet from all side and rear lot lines. *Further information is needed regarding the distance of the gravesites along the side (east) lot line.*
5. Adequate parking shall be provided on the site, and no cemetery parking shall be permitted on any public street. *The church parking lot is located nearby. Further information is needed regarding the drive aisles within the cemetery.*

Required Approvals

The project will require the following review and approvals from the Plan Commission and Village Board:

- i. Amended Planned Unit Development (Sixth Amendment)
- ii. Special Use Permit for a Cemetery

Courtesy Review

The petitioner has requested the Village Board to conceptually review the proposed plans. The Village Board is not required to provide a formal position statement on the proposal, and the petitioner shall not be required to comply with any position statements which are offered. The concept review shall provide the petitioner with initial comments and concerns that should be considered as they proceed in the formal review process. The Village Board and its individual members are not bound by any comments made during the discussion and the petitioner acknowledges that it cannot claim in the future any reliance whatsoever on those comments.

Exhibits

1. St. Mary Church –aerial
2. St. Mary Church – letter requesting Concept Review (with sketch of Phase 1 and aerial of Phase 2)



Village of Huntley GIS

St. Mary Cemetery (Phase 1)

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



VILLAGE OF HUNTLEY

10987 Main Street
 Huntley, IL 60142
 (847)669-9600

SCALE: 1" = 200'

Print Date: 9/13/2021



ST. MARY CATHOLIC CHURCH

10307 Dundee Road, Huntley, Illinois 60142
Phone: (847) 669-3137 • Fax: (847) 669-3138
Website: www.stmaryhuntley.org

September 2, 2021

Mr. Charles Nordman,

If possible, I would like to have some time to briefly address the Village Board at the meeting on September 23rd. I would like to share our plans for a future cemetery at St. Mary Catholic Church.

The current St. Mary Cemetery on Dean Street is just about at capacity. We have no more graves available for sale. We only have a few niches in our columbaria available for sale. We have no space on our existing land in which we can add graves.

We would like to create a cemetery near our church on our Dundee Road campus. We have a 2.45 acre parcel that we would like to use for our cemetery. We would need a special use permit in order to complete this project.

We realize that we will need to submit the engineering plans for the project. Before we have that plan completed we wanted to present the Village with our basic concept for the cemetery.

In addition, we are negotiating the possibility of purchasing 12.75 acres of the old Kreutzer farm land next to our property. We would like to possibly use some of this land for a Phase II of our cemetery when it becomes necessary in the more distant future. We know that this would involve pursuing annexing that land into the Village.

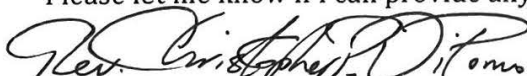
Our primary objective, however, is to begin to develop a new cemetery on our current land. The demand for a new cemetery here at St. Mary is great.

Please see the attached images. The aerial photo of St. Mary's Dundee Road campus shows the 2.45 acre parcel outlined in bold which we wish to develop as "Phase I" of our new cemetery. The broken line highlights the Kreutzer farm land that we are considering purchasing from Bill and Linda Byrne. The white line shows a possible road. We would install a simple drive in Phase I. If, in the future, we expand the cemetery then we would look to extending the road to the connect with the northern part of our parking lot.

I am also providing a basic preliminary drawing that shows the layout for Phase I of the cemetery.

A large number of Huntley residents are Catholic and we believe that this new cemetery would be a valuable addition to the Huntley community.

Please let me know if I can provide any other information at this time.


Rev. Christopher P. DiTomo, Pastor

Rev. Christopher P. DiTomo, priest of the Diocese of Rockford
Pastor, St. Mary Catholic Church frditomo@stmaryhuntley.org

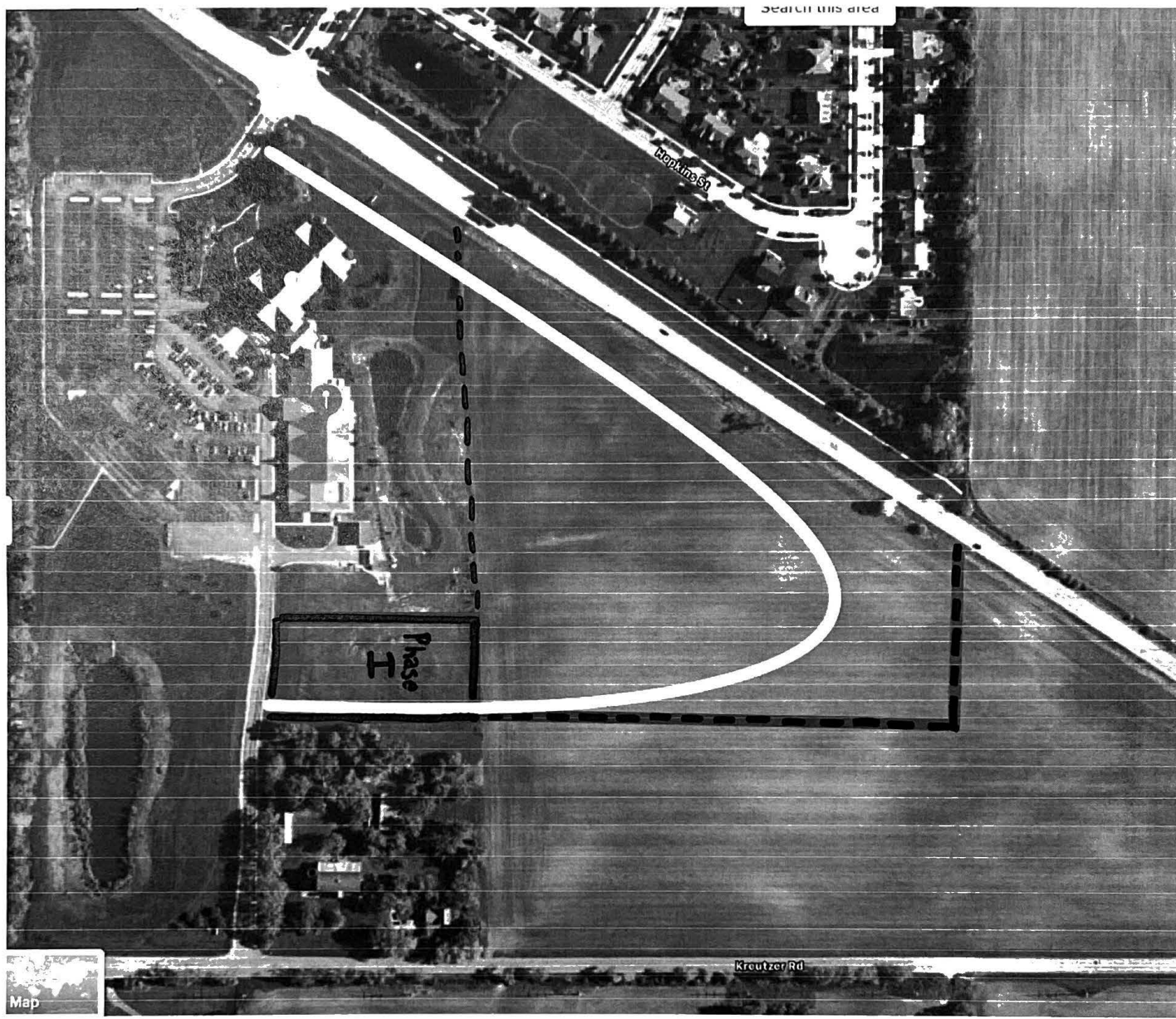
Search this area

Wopkins St

Phase I

Kreutzer Rd

Map



Existing Property Line 2.45 ACRES



76
NICHE

76
86

162
SPACES

86
INFANT
GRAVE

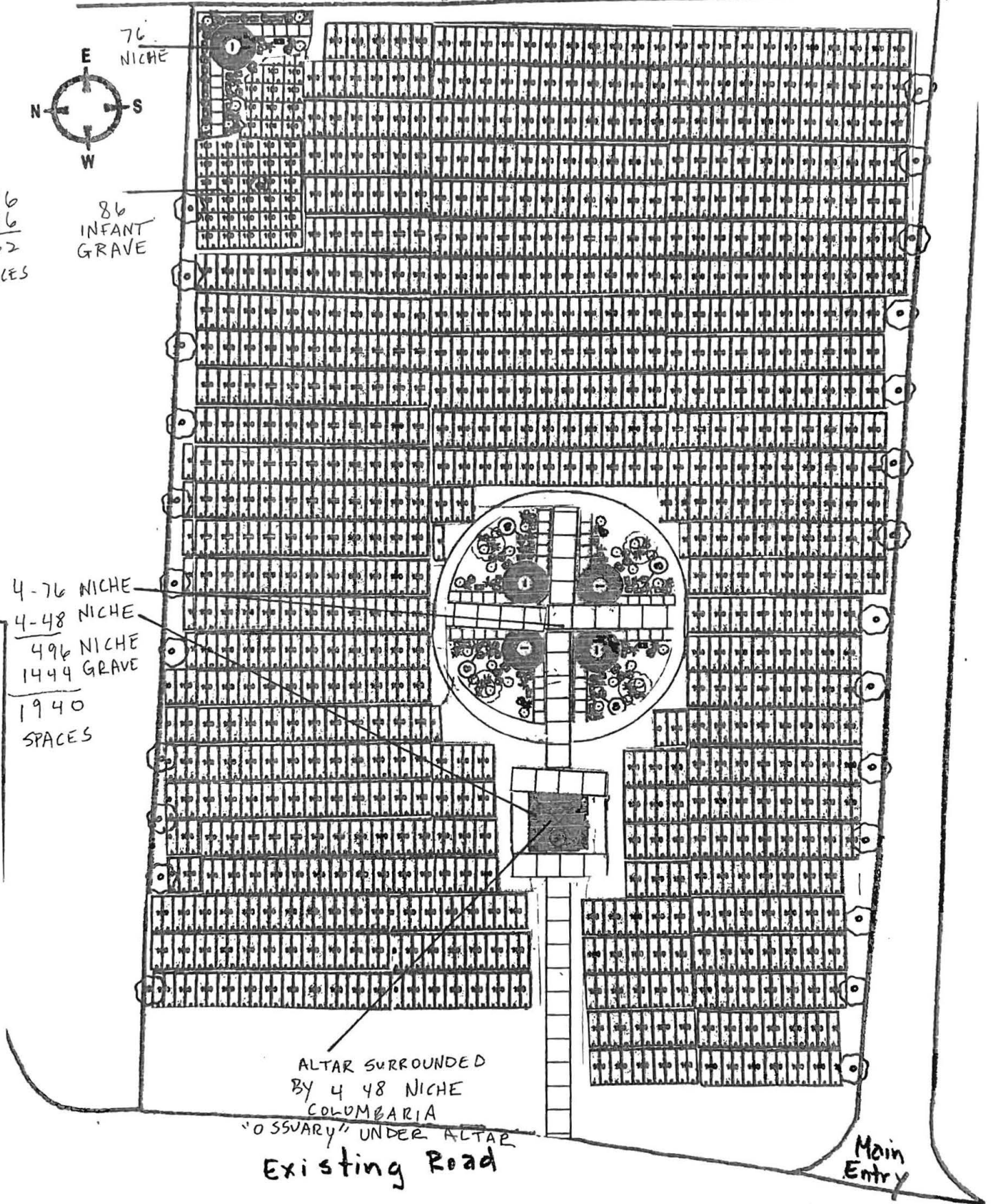
4-76 NICHE
4-48 NICHE

496 NICHE
1444 GRAVE

1940
SPACES

ALTAR SURROUNDED
BY 4 48 NICHE
COLUMBARIA
"OSSUARY" UNDER ALTAR
Existing Road

Main
Entry



Agenda Item: **Conceptual Review – M/I Homes of Chicago, Proposed Site Plan and Home Elevations for a New Residential Subdivision on ±82 acres commonly known as 10902 Dundee Road**

Petitioner/Owner: **M/I Homes of Chicago, LLC, Petitioner and Kudlach Brothers LLC, Owner**

Department: **Development Services - Planning and Zoning Division**

Introduction

The Kudlach property was annexed into the Village on July 14, 2005 and originally consisted of approximately 139.4 acres which included the ±82 acres being considered for development by M/I Homes, in addition to ±38 acres on the south side of Huntley/Dundee Road, ±10 acres located west of Ruth Road, and ±2.8 acres at the northeast corner of Huntley/Dundee Road and Haligus Road. Portions of the property were previously sold to the Village of Huntley for the Municipal Complex and Shepherd of the Prairie Church. The ±10 acres, west of Ruth Road, was sold to an investor and remains undeveloped. The annexation agreement, which will expire in July 2025, allowed for the subject ±82 acres to be developed as a mix use development that would accommodate commercial and business park zoning with multiple family residential being acceptable as a component of a mixed use development (see attached conceptual site plan). The agreement specifically stated that “except as called for in the mixed use designation the property shall not be zoned or developed as residential.” In the 16 years following the annexation of the property there has been little to no interest in developing it as contemplated by the annexation agreement.

Development Summary

M/I Homes is proposing to develop the ±82 acres, located directly south of the Village Municipal Complex, with 150 single family homes and 62 townhomes. Access to the subdivision is proposed from LJ Marak Drive to the north with the main subdivision entrance being located along Huntley/Dundee Road on the south side of the property. A 30-foot landscape buffer is proposed between the single family lots that are adjacent to the Municipal Complex and Shepherd of the Prairie Church. A 35-foot landscape buffer is proposed along Huntley/Dundee Road and Haligus Road.

The proposed single family lots range from 8,400 square feet to 19,259 square feet with an average lot size of 10,002 square feet. The 62 townhomes would be located near the southeast corner of the property, adjacent to the site’s primary entrance. The existing wetland areas at the northeast corner of the property will be preserved and will include an area of approximately 4.6 acres dedicated for stormwater management. Additional areas for stormwater management would be located near the intersection of Ruth Road and Huntley/Dundee Road and adjacent to the subdivision’s primary entrance along Huntley/Dundee Road.

The developer is proposing a combination of park land donation and fee in-lieu to meet the required park district donation requirements for the subdivision, although a park site location is not identified on the site plan. The developer will be scheduling a meeting with the Huntley Park District to discuss opportunities following the Village Board’s review of the conceptual plans.

Home Product

The proposed single family homes include ten different floor plans, including three ranch options. Each floor plan provides six options for elevations (with exception to the Austin plan which provides five options). Partial basements will be standard on all elevations. The following is a summary of the single family plans:

Single Family Floorplans

Plan	Base Sq. Ft.	Stories	Standards Bedrooms	Optional Bedrooms
Maxwell	1,696	1	2	3
Austin	1,776	1	2	3
Briarwood	2,004	1	2	NA
Baldwin	2,281	2	3	4
Cahill	2,350	2	3	4
Dunbar	2,484	2	3	3
Aberdeen	2,540	2	3	NA
Eastman	2,738	2	4	NA
Essex	2,872	2	4	5
Hudson	3,097	2	4	5

The proposed townhomes will include the use of three elevations, which will be of similar styles to the single family homes within the subdivision. The size of the townhomes will range from 1,480 square feet – 2,116 square feet and will consist of both two and three bedroom floorplans (a fourth bedroom option will be offered on the largest floorplan).

Financial Impact

The existing annexation agreement for the site does not address impact fees. The required amendment to the annexation agreement shall identify impact fees required for the subdivision.

Legal Analysis

The proposed use of the property shall require an amendment to the Annexation Agreement to allow for single family and attached single family as acceptable uses. The Annexation Agreement amendment shall require a public hearing to be held by the Village Board. The preliminary/final plats of subdivision and preliminary/final planned unit development necessary for the subdivision shall require a public hearing by the Plan Commission.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies “*Promote New Business Development, Retention, and Expansion*” as a Strategic Priority, “*Diversify Residential Development Options*” as a goal, and “*Pursue new residential development*” as an objective.

Courtesy Review

The petitioner has requested the Village Board to conceptually review the proposed plans. The Village Board is not required to provide a formal position statement on the proposal, and the petitioner shall not be required to comply with any position statements which are offered. The concept review shall provide the petitioner with initial comments and concerns that should be considered as they proceed in the formal review process. The Village Board and its individual members are not bound by any comments

made during the discussion and the petitioner acknowledges that it cannot claim in the future any reliance whatsoever on those comments.

Action Requested

The Village Board is requested to review the proposed conceptual site plan and home elevations and provide any questions, comments, or concerns for the petitioner to consider as they proceed in the formal review process.

Exhibits

1. Aerial Photograph, dated 7/16/20
2. Narrative, not dated
3. Site Plan, dated 8/17/21
4. Single Family and Townhome Matrix, not dated
5. Single Family Home Renderings, not dated
6. Townhome Renderings, not dated
7. Annexation Agreement – Conceptual Site Plan



M/I Homes - Kudlach Property

VILLAGE OF HUNTLEY

10987 Main Street
 Huntley, IL 60142
 (847)669-9600

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 700'

Print Date: 9/14/2021

M/I HOMES
FIELDSTONE COMMUNITY
Redevelopment of +/- 82 Acres at the Northwest Corner of
Haligus and Huntley-Dundee Roads, Huntley, Illinois

Applicant, M/I Homes of Chicago, LLC, requests consideration of the attached application for Concept Plan Review for Fieldstone, its proposed redevelopment of approximately 82 acres known as the Kudlach Farm in Huntley, Illinois (the "Property").

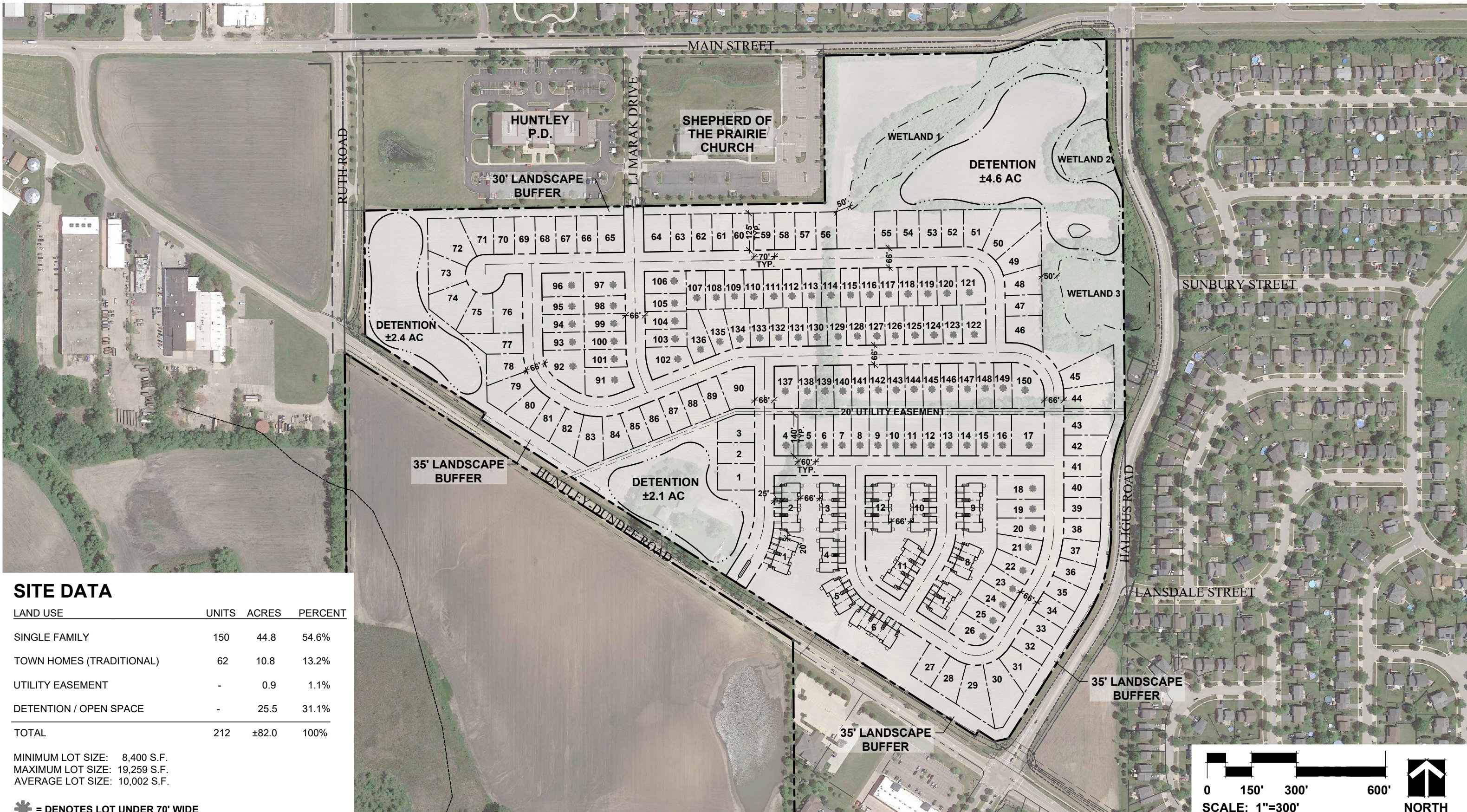
Applicant proposes a residential development on the Property to consist of 150 detached single family homes and 62 attached single family homes (the "Project"). The Project will include amenities and open spaces as well as substantial landscape buffers. A unique feature of the Project is the inclusion of enhanced natural spaces that will function as stormwater detention areas utilizing existing wetlands on the site.

The Property was annexed to the Village pursuant to Ordinance (O)2005-07.57 in 2005 yet was never developed as described in the associated Annexation Agreement. Pursuant to the Annexation Agreement, the Property was zoned RE-1 (Residential Estate) with a Planned Unit Development (PUD), and the Annexation Agreement contemplated the eventual redevelopment of the Property in the C (Commercial), BP (Business Park) and B-3 (Shopping Center) districts along with multiple family residential use. As the community has evolved since 2005, such uses are no longer viable or desirable for the Property. As such, in connection with the proposed Fieldstone development, Applicant seeks to amend and restate the Annexation Agreement in its entirety to facilitate the Project. In connection therewith, Applicant desires to rezone the Property as R-2 (single family detached) and R-4 (single family attached/townhomes) in a new PUD pursuant to Section 156.070 of the Zoning Ordinance.

The Property is bounded by RE-1 PUD to the north, RE-1 PUD and B-2 PUD to the south, R-2 to the east and RE-1 PUD to the west. The Project will serve as a natural extension of the surrounding residential communities.

The Project will provide a balanced mix of housing opportunities for residents in order to serve a wide variety of home buyers, from millennials to empty nesters. By providing modern, beautiful homes in an aesthetically pleasing, pedestrian-oriented environment, the Project will achieve the Village's number one goal, as stated in the Comprehensive Plan, of "improving quality of life in the Village." The Project will further strengthen the residential base of the Village, creating an appealing setting within which to live, work and play.

M/I Homes is the top ranked homebuilder in the Chicago market and is the 13th largest homebuilder in the United States, currently operating in 16 markets in 9 states. M/I projects to close 600 homes in 2021 in its 23 active Chicagoland communities and has 12 new communities in various stages of planning.

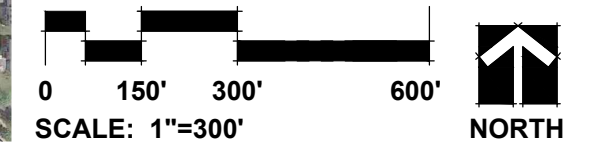


SITE DATA

LAND USE	UNITS	ACRES	PERCENT
SINGLE FAMILY	150	44.8	54.6%
TOWN HOMES (TRADITIONAL)	62	10.8	13.2%
UTILITY EASEMENT	-	0.9	1.1%
DETENTION / OPEN SPACE	-	25.5	31.1%
TOTAL	212	±82.0	100%

MINIMUM LOT SIZE: 8,400 S.F.
 MAXIMUM LOT SIZE: 19,259 S.F.
 AVERAGE LOT SIZE: 10,002 S.F.

* = DENOTES LOT UNDER 70' WIDE



SITE PLAN
HUNTLEY, ILLINOIS

8/17/2021



L:\Projects\MI21192\Acad\MI21192_B02_01SP.dwg

Series	Plan	Base Sqft.	Stories	Std. Bed	Opt. Bed
Classic (single family)	Aberdeen	2,540	2	3	NA
	Austin	1,776	1	2	3
	Baldwin	2,281	2	3	4
	Briarwood	2,004	1	2	NA
	Cahill	2,350	2	3	4
	Dunbar	2,484	2	3	3
	Eastman	2,738	2	4	NA
	Essex	2,872	2	4	5
	Hudson	3,097	2	4	5
Maxwell	1,696	1	2	3	
Charleston (towhhome)	Ainsle	1,480	2	2	NA
	Braeden	1,777	2	2	3
	Campbell	2,025	2	2	3
	Danbury	2,116	2	3	4

Fieldstone - Aberdeen - Artisan



Fieldstone - Aberdeen - Classic



Fieldstone - Aberdeen - Colonial Revival



Fieldstone - Aberdeen - Craftsman



Fieldstone - Aberdeen - Traditional



Fieldstone - Aberdeen - Urban Farmhouse



Fieldstone - Austin - Artisan



Fieldstone - Austin - Cottage



Fieldstone - Austin - Craftsman



Fieldstone - Austin - English Country



Fieldstone - Austin - Urban Farmhouse



Fieldstone - Baldwin - Artisan



Fieldstone - Baldwin - Classic



Fieldstone - Baldwin - Colonial Revival



Fieldstone - Baldwin - Craftsman



Fieldstone - Baldwin - Traditional



Fieldstone - Baldwin - Urban Farmhouse



Fieldstone - Briarwood - Artisan



Fieldstone - Briarwood - Classical



Fieldstone - Briarwood - Colonial Revival



Fieldstone - Briarwood - Craftsman



Fieldstone - Briarwood - Traditional



Fieldstone - Briarwood - Urban Farmhouse



Fieldstone - Cahill - Artisan



Fieldstone - Cahill - Classic



Fieldstone - Cahill - Colonial Revival



Fieldstone - Cahill - Craftsman



Fieldstone - Cahill - Traditional



Fieldstone - Cahill - Urban Farmhouse



Fieldstone - Dunbar - Artisan



Fieldstone - Dunbar - Classic



Fieldstone - Dunbar - Colonial Revival



Fieldstone - Dunbar - Craftsman



Fieldstone - Dunbar - Traditional



Fieldstone - Dunbar - Urban Farmhouse



Fieldstone - Eastman - Artisian



Fieldstone - Eastman - Classic



Fieldstone - Eastman - Colonial Revival



Fieldstone - Eastman - Craftsman



Fieldstone - Eastman - Traditional



Fieldstone - Eastman - Urban Farmhouse



Fieldstone - Essex - Artisan



Fieldstone - Essex - Classic



Fieldstone - Essex - Colonial Revival



Fieldstone - Essex - Craftsman



Fieldstone - Essex - Traditional



Fieldstone - Essex - Urban Farmhouse



Fieldstone - Hudson - Artisan



Fieldstone - Hudson - Classic



Fieldstone - Hudson - Colonial Revival



Fieldstone - Hudson - Craftsman



Fieldstone - Hudson - Traditional



Fieldstone - Hudson - UrbanFarmhouse



Fieldstone - Lyndale - Artisan



Fieldstone - Lyndale - Classic



Fieldstone - Lyndale - Colonial Revival



Fieldstone - Lyndale - Craftsman



Fieldstone - Lyndale - Traditional



Fieldstone - Lyndale - Urban Farmhouse



Fieldstone - Maxwell - Artisan



Fieldstone - Maxwell - Classic



Fieldstone - Maxwell - Colonial Revival



Fieldstone - Maxwell - Craftsman



Fieldstone - Maxwell - Traditional



Fieldstone - Maxwell - Urban Farmhouse

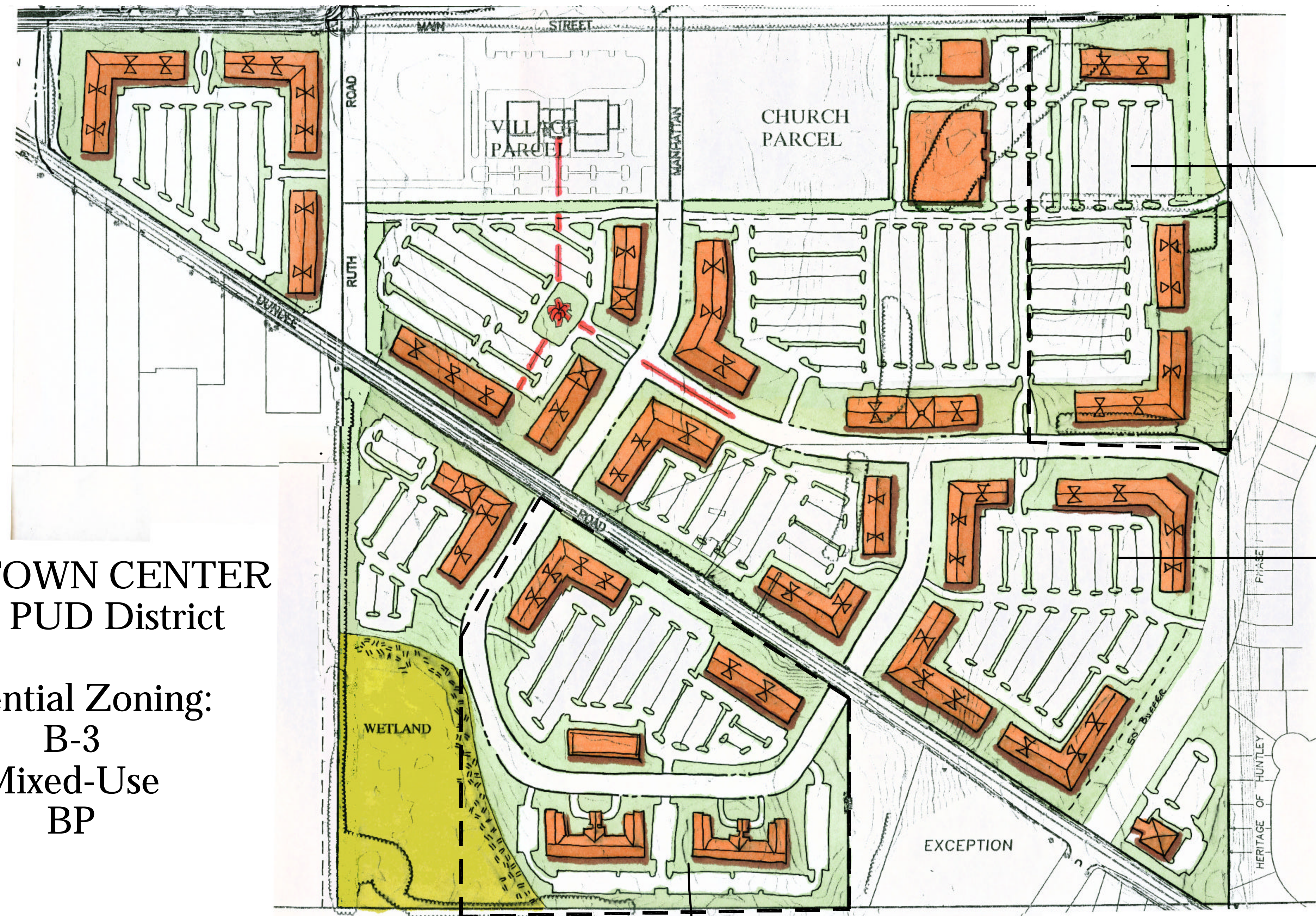








Kudlach Annexation Agreement - Site Plan Exhibit



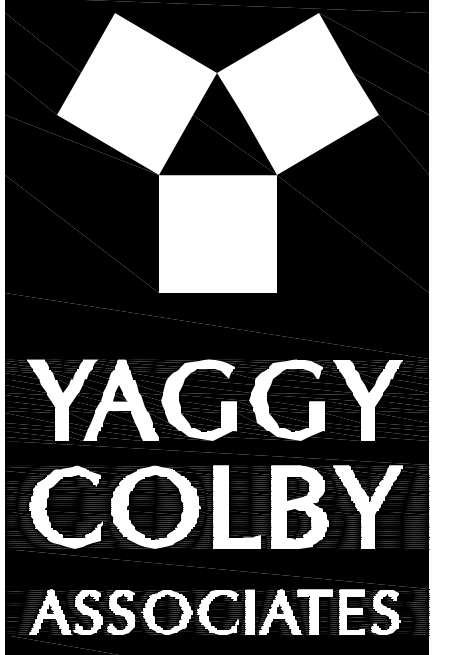
**EAST TOWN CENTER
RE-1 PUD District**

Potential Zoning:
B-3
Mixed-Use
BP

Mixed-Use
B-3 uses mixed with
apartment/condo
residences

B-3
Shopping Center
Business

BP
Corporate Office District to include all
use permitted in the PDD-Business
Park Designation

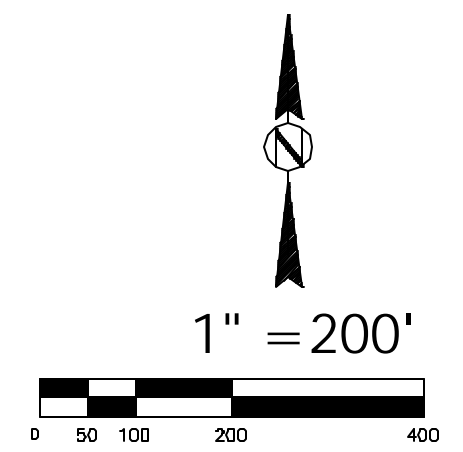


**YAGGY
COLBY
ASSOCIATES**
ENGINEERS • ARCHITECTS
SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
P O BOX 180500
DELAFIELD, WISCONSIN 53018
262-646-6853
FAX 262-646-6864
EMAIL INFO@YAGGY.COM

EAST TOWN CENTER
KUDLACH FARM
HUNTLEY, ILLINOIS

PROJECT NUMBER	12769
COMPUTER FILE	BASE.DWG
DATE	11-22-04
DRAWN BY	RTD, HJM
CHECKED BY	RTD
REVISIONS	2-7-05 3-24-05 6-22-05

SHEET NUMBER
1
OF X SHEETS



DRAWING P:\12769\dwg\base.dwg SAVER: 6/22/2005 BY: ---
PLOTTED TAB: Concept_Base_L1SCALE: 200.00 ON: 6/22/2005 BY: ROBERTO
COMPUTER FILE: C:\PROGRAMS\AUTOCAD 2004\PLT\PLT.DWG

Agenda Item: **Consideration – A Resolution Authorizing Negotiation of a Redevelopment Agreement with Billitteri Enterprises, LLC for the Former Fire Station Property, 11808 Coral Street**

Department: **Village Manager’s Office**

Introduction

The Village Board approved the Downtown Revitalization Plan in September, 2010 and has worked diligently to implement the plan. A fundamental component of the Downtown Plan is the redevelopment of properties, including the former Fire Station Property at 11808 Coral Street. The station is located within the Downtown TIF District.

Billitteri Enterprises, LLC is a prospective purchaser and redeveloper of the property, and proposes to redevelop the property with a multi-story, mixed-use building containing a restaurant or similar commercial use on the ground floor and approximately fourteen to sixteen one- and two-bedroom apartment units on the upper floors, as well as related on- and off-site improvements. The existing building would be retained with the addition of three stories for the apartment units.

Staff Analysis

The developer has submitted an initial request to the Village to consider negotiating a redevelopment agreement for the property based upon the development concept and has requested that the redevelopment agreement include reimbursement of certain eligible redevelopment project costs, still to be determined. The resolution presented for Village Board consideration would authorize and direct Staff to undertake negotiations with the developer relating to a potential redevelopment agreement for the Fire Station property based upon the developer’s proposed acquisition of the property and the development concept, including potential use of TIF funds. The developer has had conversations with the Fire District regarding the potential purchase.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies Promote New Business Development, Retention, and Expansion as a priority, “continue downtown revitalization efforts” as a goal, and “promote development and redevelopment opportunities within the Downtown Tax Increment Finance District” as an objective.

Financial Impact

The financial terms of a redevelopment agreement are to be determined.

Legal Analysis

The Village Attorney has prepared the resolution for Village Board consideration.

Action Requested

A motion of the Village Board is requested to Approve a Resolution Authorizing Negotiation of a Redevelopment Agreement with Billitteri Enterprises, LLC for the Former Fire Station Property, 11808 Coral Street

Exhibits

1. Draft Resolution

**A RESOLUTION AUTHORIZING NEGOTIATION OF A
REDEVELOPMENT AGREEMENT WITH BILLITTERI ENTERPRISES, LLC
FOR THE FORMER FIRE STATION PROPERTY
(11808 Coral Street, Huntley)**

Resolution (R)2021-09.xx

WHEREAS, the Village of Huntley, Illinois, is a home rule unit of local government pursuant to the provisions of Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Huntley Fire Protection District (“*Owner*”) is the current owner of real property located at 11808 Coral Street, Huntley, Illinois (the “*Property*”), which is improved with a fire station building that is currently vacant and unused, and the site is impacted by several deleterious conditions that inhibit its redevelopment for a new occupancy; and

WHEREAS, the Property is located in the Village’s Downtown TIF District, for which area the Village has previously adopted tax increment financing, approved a TIF Redevelopment Plan, and established a special tax allocation fund for the deposit of incremental tax revenues from the Area (the “*Special Tax Allocation Fund*”); and

WHEREAS, Billitteri Enterprises, LLC (“*Developer*”) is a prospective purchaser and redeveloper of the Property, and Developer proposes to redevelop the Property with a multi-story, mixed-use building containing a restaurant or similar commercial use on the ground floor and approximately fourteen to sixteen one- and two-bedroom apartment units on the upper floors, as well as related on- and off-site improvements (the “*Development Concept*”); and

WHEREAS, the Developer has submitted an initial request to the Village to consider negotiating a redevelopment agreement for the Property based upon the Development Concept and consistent with the Village’s TIF Redevelopment Plan for the Downtown TIF District; and

WHEREAS, the Developer has further requested that the redevelopment agreement include reimbursement of certain eligible redevelopment project costs, as defined by the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “*Act*”), from the Special Tax Allocation Fund; and

WHEREAS, the Village Board has determined that the proposed Development Concept for the Property is consistent with the Village’s TIF Redevelopment Plan for the Downtown TIF District, and that further negotiation and consideration of a potential redevelopment agreement in furtherance of the Development Concept would be consistent with and promote the objectives and programs described in such TIF Redevelopment Plan; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village and its residents to pursue negotiations with Developer regarding a potential redevelopment agreement for the Property based upon the Development Concept and the TIF Redevelopment Plan for the Downtown TIF District; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY, MCHENRY AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION I: The Village Board hereby authorizes and directs the Village Manager and his staff or designees to undertake negotiations with the Developer relating to a potential redevelopment agreement for the Property at 11808 Coral Street based upon Developer's proposed acquisition of the Property and the Development Concept, including potential use of funds within the Special Tax Allocation Fund to reimburse eligible redevelopment project costs consistent with the Act. Any prospective redevelopment agreement, and any reimbursement of eligible project costs from the Special Tax Allocation Fund, must further and be consistent with the TIF Redevelopment Plan for the Downtown TIF District. The final form of any such redevelopment agreement shall be subject to further approval by the Village Board prior to execution on behalf of the Village.

SECTION II: The Village reasonably expects that certain eligible redevelopment project costs incidental to the Development Concept that are initially paid by Village (including without limitation costs paid from the Village's General Fund and/or Capital Projects & Improvements Fund), or by the Developer or other third parties to the extent the Village and Developer enter into a redevelopment agreement that provides for reimbursement of eligible costs, may be reimbursed from the Special Tax Allocation Fund consistent with the Act.

SECTION III: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September 2021.

APPROVED:

ATTEST:

Timothy J. Hoeft, Village President

Rita McMahan, Village Clerk

- Agenda Item: **Consideration – Comprehensive Master Utility Plan Update**
- i. A Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. for the Comprehensive Utility Master Plan Update**
 - ii. An Ordinance Approving an Amendment to the FY21 Budget in the amount of \$63,250 for the Comprehensive Utility Master Plan Update**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

In 2014, Engineering Enterprises, Inc. (EEI) was selected through a Qualification Based Selection process to complete the Village of Huntley Comprehensive Utility Master Plan (Plan). The Plan was completed in 2015 and provided the Village with a comprehensive approach to managing water and wastewater infrastructure assets as well as identified a strategy for targeted upgrades to meet utility and regulatory demands. Many of the recommended improvements of the Plan have been completed such as the East and West WWTP Upgrades that were required to meet regulatory requirements for Biological Phosphorus Removal and the Ultraviolet Light Disinfection System Upgrade at the East WWTP that is in design and is planned for FY22.

Staff Analysis

The Plan is approaching seven years old and is in need of an update in light of development that has occurred over the past year and anticipated new development. A significant element of the Plan Update is identifying a strategy for extending utilities into the currently non-served Village planning areas, namely the area south of I-90. The Master Plan will be a joint effort with staff and the consultant. The consultant would be responsible for executing the tasks identified in the scope of work including facilitating meetings, providing an assessment of current assets, identifying needs for the existing and future service areas, cost-effective evaluations and identifying an implementation plan, and preparing the written text, tables and graphics of the plan.

Based on past performance and familiarity with the Plan, EEI is most qualified to complete the Plan Update. Staff has reviewed EEI’s proposal in the amount of \$63,250 and all is in order for consideration. It is anticipated that the plan will be completed by March 2022.

Financial Impact

An amendment to the FY21 Budget is required in the Water Capital Improvement and Equipment Fund, 515-00-00-8004 and the Wastewater Capital Improvement and Equipment Fund, 525-00-00-8005 each in the amount of \$31,625 (\$63,250 total).

Legal Analysis

None required.

Action Requested

A motion by the Village Board for

- i. A Resolution Approving the Engineering Agreement with Engineering Enterprises, Inc. for the Comprehensive Utility Master Plan Update**
- ii. An Ordinance Approving an Amendment to the FY21 Budget in the amount of \$63,250 for the Comprehensive Utility Master Plan Update**

Exhibits

- 1. EEI Proposal
- 2. Draft Resolution
- 3. Draft Ordinance

**Agreement for Professional Services
Village of Huntley, IL
Comprehensive Utility Master Plan Update - 2021**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include engineering services for the Comprehensive Utility Master Plan Update – 2021 as indicated on Attachment C.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$63,250.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) x Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services (Including Project Approach Flow Chart)

Attachment C: Estimate of Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2021 Standard Schedule of Charges

L. Notices:

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

For the Village:

Director of Public Works and Engineering
Village of Huntley
10987 Main Street
Huntley, IL 60142

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2021.

Village of Huntley

Engineering Enterprises, Inc.:

Timothy J. Hoelt
Village President

Stephen T. Dennison
Stephen T. Dennison, P.E.
Senior Project Manager / Principal

Rita McMahan
Village Clerk

Jeffrey W. Freeman
Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment B:
SCOPE OF SERVICES
COMPREHENSIVE UTILITY MASTER
PLAN UPDATE – 2021
Village of Huntley, IL

Project Background:

The Village is soliciting the services of a consulting engineer to update the Comprehensive Utility Master Plan, which was previously prepared by EEI and the Village in 2014-2015. In addition to updating many of the water and wastewater systems planning items from the previous study, there will be a particular emphasis on a utilities plan for the southern area in this study.

The proposed work items for this project are as follows:

PROJECT FACILITATION

- 0.1 Project Administration
- 0.2 Project Initiation & Progress Meetings

BACKGROUND INFORMATION & DATA ANALYSIS

- 1.1 Site Visit To WTPs (To Be Combined with Project Kickoff Meeting)
- 1.2 Site Visit To WWTFs & Lift Stations (To Be Combined with Project Kickoff Meeting)
- 1.3 Prepare Water Balance of Water & Wastewater Systems For Last Five Years (Organize/Summarize Data Provided by Village)
- 1.4 Inventory Existing Water Supply Sources
- 1.5 Characterize Conditions & Capacities of WTP, Storage & SCADA Facilities
- 1.6 Evaluate Water Distribution System
- 1.7 Conduct Non-Revenue Water Analysis
- 1.8 Inventory Existing Collection & Conveyance System
- 1.9 Characterize Conditions & Capacities of WWTFs
- 1.10 Evaluate Wastewater SCADA System
- 1.11 Evaluate Collection & Conveyance System

REVIEW EXISTING & FUTURE SERVICE AREAS & IDENTIFY NEEDS

- 2.1 Develop CT Water Use Projections
- 2.2 Identify Water Conservation Objectives & Best Management Practices
- 2.3 Develop LRI Water Use Projections
- 2.4 Conduct Needs Assessment Calculations
- 2.5 Develop CT Wastewater Generation Projections
- 2.6 Develop LRI Wastewater Generation Projections
- 2.7 Conduct Water Works System Regulatory Audit
- 2.8 Confirm Present & Future Service Area & PE - East WWTF
- 2.9 Confirm Present & Future Service Area & PE - West WWTF

WATER WORKS & WASTEWATER SYSTEMS EVALUATION AND RECOMMENDATIONS

- 3.1 Update Water Works System Improvement Plan for Undeveloped Areas
- 3.2 Develop Water Works System Improvement Plan for Southern Service Area
- 3.3 Update Wastewater Collection & Conveyance Plan for Undeveloped Areas
- 3.4 Develop Wastewater Collection & Conveyance Plan for Southern Service Area
- 3.5 Cost Effective Analysis For Proposed Water Works System Improvements
- 3.6 Develop Draft Implementation Plans For Proposed Water Works System Impr.
- 3.7 Quantify Capital & O&M Water Works System Cost Savings With Conservation Comm.
- 3.8 Cost Effective Analysis For Proposed Wastewater System Improvements
- 3.9 Develop Draft Implementation Plans For Proposed Wastewater System Impr.
- 3.10 Quantify Capital & O&M Wastewater System Cost Savings With Conservation Comm.

REPORT AND PRESENTATION

- 4.1 Prepare Draft Report For Village For Review
- 4.2 Prepare Draft Presentation For Village Staff Review
- 4.3 Finalize Report
- 4.4 Finalize Presentation
- 4.5 Village Board Presentation & Final Report Submittal

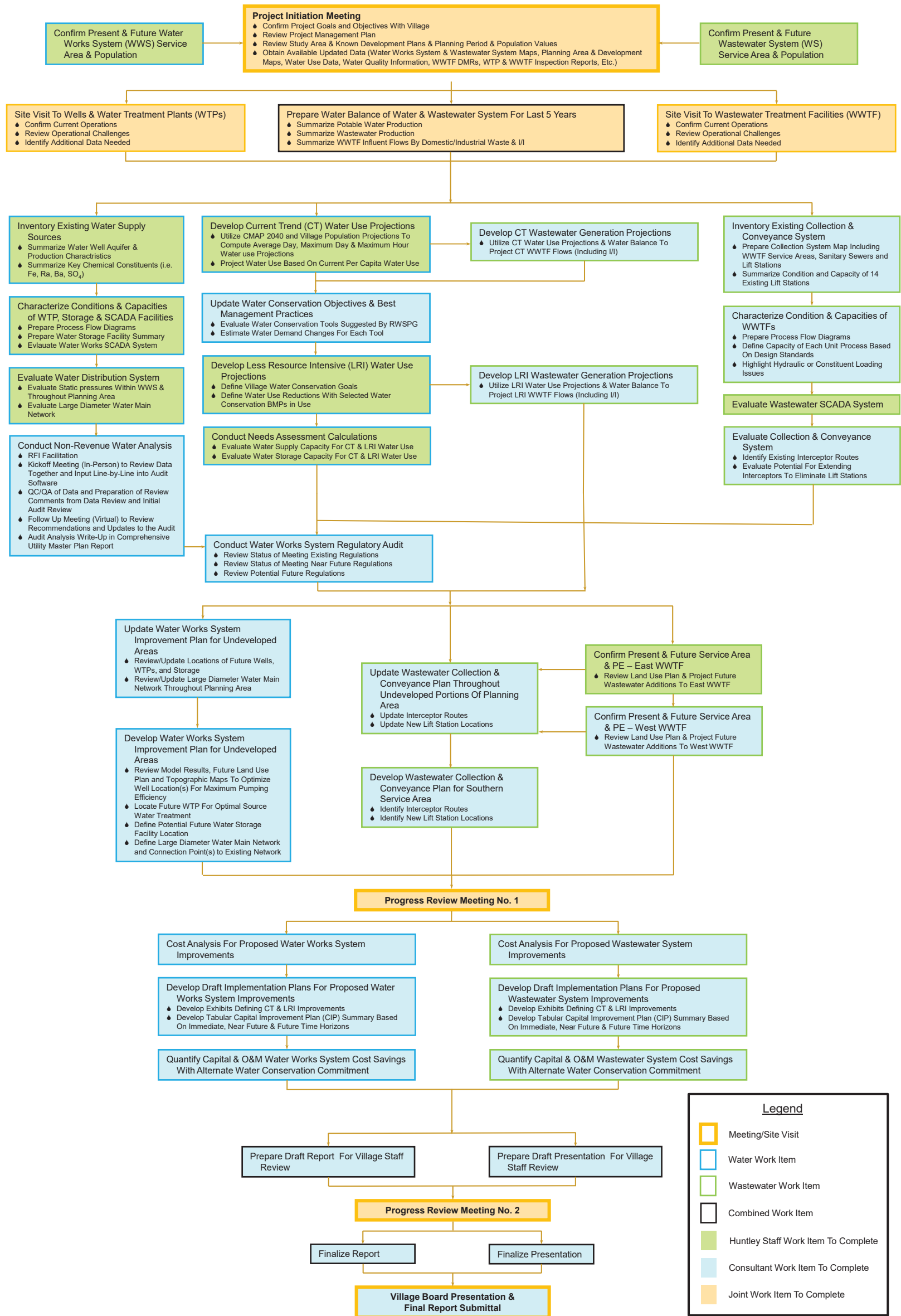
Please find attached a Project Approach Flow Chart to Help Further Define the Work Scope Items and the Phasing/Implementation Plan for the Report.

Notes/Exclusions:

- Excludes Additional Meetings with Village Other Than Those Specifically Noted in the Scope
- Excludes Any Design and Construction Engineering

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

COMPREHENSIVE UTILITY MASTER PLAN UPDATE - 2021 PROJECT APPROACH FLOW CHART



Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other

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

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

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

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

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

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



Outstanding Service -- Every Client -- Every Day

DATE:	5/11/2021
ENTERED BY:	STD

**ATTACHMENT C:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

Comprehensive Utility Master Plan Update - 2021

Village of Huntley, McHenry & Kane Cos., IL

WORK ITEM NO.	WORK ITEM	ENTITY:		EEI					WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	GIS / CAD TECH.	ADMIN.			
								HOURLY RATE:		
PROJECT FACILITATION										
0.1	Project Administration		3	4					7	\$ 1,314
0.2	Project Initiation & Progress Meetings		16	16	16				48	\$ 8,432
Project Facilitation Subtotal:			19	20	16	-	-	-	55	\$ 9,746
BACKGROUND INFORMATION & DATA ANALYSIS										
1.1	Site Visit To WTPs (To Be Combined with Project Kickoff Meeting)		2	2	2				6	\$ 1,054
1.2	Site Visit To WWTFs & Lift Stations (To Be Combined with Project Kickoff Meeting)		2	2	2				6	\$ 1,054
1.3	Prepare Water Balance of Water & Wastewater Systems For Last Five Years (Organize/Summarize Data Provided by Village)			2	4				6	\$ 936
1.4	Inventory Existing Water Supply Sources		BY VILLAGE STAFF						-	\$ -
1.5	Characterize Conditions & Capacities of WTP, Storage & SCADA Facilities		BY VILLAGE STAFF						-	\$ -
1.6	Evaluate Water Distribution System		BY VILLAGE STAFF						-	\$ -
1.7	Conduct Non-Revenue Water Analysis		16		24				40	\$ 6,824
1.8	Inventory Existing Collection & Conveyance System			2	4		2		8	\$ 1,182
1.9	Characterize Conditions & Capacities of WWTFs		2	6	8				16	\$ 2,632
1.10	Evaluate Wastewater SCADA System		BY VILLAGE STAFF						-	\$ -
1.11	Evaluate Collection & Conveyance System		2	2	4		4		12	\$ 1,840
Background Information & Data Analysis Subtotal:			24	16	48	6	-	-	94	\$ 15,522
REVIEW EXISTING & FUTURE SERVICE AREAS & IDENTIFY NEEDS										
2.1	Develop CT Water Use Projections		BY VILLAGE STAFF						-	\$ -
2.2	Update Water Conservation Objectives & Best Management Practices			1	1				2	\$ 321
2.3	Develop LRI Water Use Projections		BY VILLAGE STAFF						-	\$ -
2.4	Conduct Needs Assessment Calculations		BY VILLAGE STAFF						-	\$ -
2.5	Develop CT Wastewater Generation Projections			2	2				4	\$ 642
2.6	Develop LRI Wastewater Generation Projections			2	2				4	\$ 642
2.7	Conduct Water Works System Regulatory Audit		2	2					4	\$ 760
2.8	Confirm Present & Future Service Area & PE - East WWTF		BY VILLAGE STAFF						-	\$ -
2.9	Confirm Present & Future Service Area & PE - West WWTF		1	1	3				5	\$ 821
Review Existing & Future Service Areas & Identify Needs Subtotal:			3	8	8	-	-	-	19	\$ 3,186
WATER WORKS & WASTEWATER SYSTEMS EVALUATIONS & RECOMMENDATIONS										
3.1	Update Water Works System Improvement Plan for Undeveloped Areas		1	4	4		2		11	\$ 1,736
3.2	Develop Water Works System Improvement Plan for Southern Service Area		6	12	8		4		30	\$ 4,992
3.3	Update Wastewater Collection & Conveyance Plan for Undeveloped Areas		1	4	4		2		11	\$ 1,736
3.4	Develop Wastewater Collection & Conveyance Plan for Southern Service Area		6	12	8		4		30	\$ 4,992
3.5	Cost Analysis For Proposed Water Works System Improvements		1	8	8				17	\$ 2,774
3.6	Develop Draft Implementation Plans For Proposed Water Works System Impr.			2	4		4		10	\$ 1,428
3.7	Quantify Capital & O&M Water Works System Cost Savings With Conservation Comm.			1	2				3	\$ 468
3.8	Cost Analysis For Proposed Wastewater System Improvements		1	8	8				17	\$ 2,774
3.9	Develop Draft Implementation Plans For Proposed Wastewater System Impr.			2	4		4		10	\$ 1,428
3.10	Quantify Capital & O&M Wastewater System Cost Savings With Conservation Comm.			1	2				3	\$ 468
Water Works & Wastewater Systems Evaluations and Recommendations Subtotal:			16	54	52	20	-	-	142	\$ 22,796
REPORT & PRESENTATION										
4.1	Prepare Draft Report For Village For Review		4	8	24		2		38	\$ 5,990
4.2	Prepare Draft Presentation For Village Staff Review		2	8	4				14	\$ 2,392
4.3	Finalize Report		2	4	4			1	11	\$ 1,766
4.4	Finalize Presentation		2	2					4	\$ 760
4.5	Village Board Presentation & Final Report Submittal		2	2				1	5	\$ 830
Report & Presentation Subtotal:			12	24	32	2	2	-	72	\$ 11,738
PROJECT TOTAL:			74	122	156	28	2	-	382	\$ 62,988

DIRECT EXPENSES

Printing =	\$ 260
Supplies & Misc. =	\$ -
ISWS (Sustainable SWA) =	\$ -
DIRECT EXPENSES =	\$ 260

LABOR EXPENSES

Engineering Expenses =	\$ 59,404
Drafting & GIS Technician Expenses =	\$ 3,444
Administrative Expenses =	\$ 140
TOTAL LABOR EXPENSES =	\$ 62,988

TOTAL COSTS = \$ 63,248



Outstanding Service ~ Every Client ~ Every Day

PROJECT SCHEDULE COMPREHENSIVE UTILITY MASTER PLAN UPDATE - 2021

Village of Huntley, McHenry and Kane Cos., IL

WORK ITEM NO.	WORK ITEM	Year: 2021																				2022											
		September				October				November					December				January					February					March				
		1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5	1	2	3	4	5	1	2	3	4	
PROJECT FACILITATION																																	
0	Engineering Agreement Development & Board Approval/Notice To Proceed																																
0.1	Project Administration																																
0.2	Project Initiation & Progress Meetings																																
BACKGROUND INFORMATION & DATA ANALYSIS																																	
1.1	Site Visit To WTPs (To Be Combined with Project Kickoff Meeting)																																
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3.6	Develop Draft Implementation Plans For Proposed Water Works System Impr.																																
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4.4	Finalize Presentation																																
4.5	Village Board Presentation & Final Report Submittal																																

Legend			
	Project Administration Work Item(s)		Wastewater Work Item
	Meeting(s) & Field Visits		Combined Work Item
	Water Work Item		Village Review

*Standard Schedule of Charges**January 1, 2021*

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

RESOLUTION AUTHORIZING AN ENGINEERING AGREEMENT WITH ENGINEERING ENTERPRISES, INC. (EEI) FOR COMPREHENSIVE UTILITY MASTER PLAN UPDATE

Resolution (R)2021-09.xx

Engineering Enterprises, Inc.

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, Engineering Enterprises, Inc. completed the Comprehensive Utility Master Plan in 2015; and

WHEREAS, Engineering Enterprises, Inc. has submitted a proposal for the Comprehensive Utility Master Plan Update in the amount of \$63,250.

WHEREAS, the approved FY21 Budget shall require an amendment to include funding for the Comprehensive Utility Master Plan Update; and

WHEREAS, the Village of Huntley has reviewed the Proposal submitted and determined that it is in the best interest to authorize an Engineering Agreement with Engineering Enterprises, Inc. for the Comprehensive Utility Master Plan Update.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley approves the Engineering Agreement with Engineering Enterprises, Inc. in the amount of \$63,250 for the Comprehensive Utility Master Plan Update subject to an amendment to the FY21 Budget.

SECTION II: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	Aye	Nay	Absent	Abstain
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September, 2021.

APPROVED:

ATTEST :

Timothy J. Hoeft, Village President

Rita McMahon, Village Clerk

**ORDINANCE APPROVING AN AMENDMENT TO THE FY21 BUDGET
IN THE AMOUNT OF \$63,250 FOR
COMPREHENSIVE UTILITY MASTER PLAN UPDATE**

Ordinance (O)2021-09.xx

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village has received a proposal from Engineering Enterprises, Inc. (EEI) for Engineering Services for the Comprehensive Utility Master Plan Update in an amount not to exceed \$63,250 and has approved a Professional Services Agreement with EEI to complete this work, which requires an amendment to the FY21 Budget; and

WHEREAS, a budget amendment is required in the Water Capital Improvement and Equipment Fund, 515-00-00-8004 and the Wastewater Capital Improvement and Equipment Fund, line item 525-00-00-8005 each in the amount of \$31,625 (\$63,250 total).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley hereby approves an amendment to the FY21 Budget, Water Capital Improvement and Equipment Fund, 515-00-00-8004 and the Wastewater Capital Improvement and Equipment Fund, line item 525-00-00-8005 each in the amount of \$31,625 (\$63,250 total).

SECTION II: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September 2021.

APPROVED:

ATTEST :

Timothy J. Hoeft, Village President

Rita McMahan, Village Clerk

Agenda Item: **Consideration – A Resolution Approving a Proposal from Layne Christensen Company for the Well No. 8 Redevelopment**

Department: **Public Works and Engineering – Utilities Division**

Introduction

Preventative maintenance is performed on each of the Village’s five deep wells on a rotating basis to proactively service the submersible pumping equipment. Since 2011, the Village Board has entered into a general services agreement with Layne Christensen Company (Layne) for the maintenance and repair of Village wells and pumping equipment because Layne is the sole authorized, factory certified representative for the Byron Jackson (BJ) motor installed in all five of the Village wells. However, other companies are qualified to remove the pumping equipment from the well and service all of the other components besides the BJ pump and motor.

Staff Analysis

On Thursday, January 30, 2020 the Village received bids from three contractors for the Well No. 8 Rehabilitation project. Well No. 8 is located within the Southwind subdivision at the northeast corner of Bedford Dr. and Marvin Dr. On February 13, 2020, the Village Board approved a resolution awarding a contract to Municipal Well & Pump, the lowest responsible bidder, in the amount of \$127,213.00 to perform rehabilitation work on the Well No. 8 pumping equipment. The project was scheduled to start in March 2020 but was delayed until the fall of 2020 due to the uncertainty of COVID-19. Layne was tasked with inspecting and rehabilitating the existing BJ pump and motor as a sub-contractor to Municipal Well and Pump.

The Village Board approved the fourth and final payout request to Municipal Well & Pump for the Well No. 8 Pump Rehabilitation project on May 27, 2021 in the amount of \$126,835.04. The performance of Well No. 8 has steadily declined over the last few months. Expected production from the well is about 850 gpm, whereas current production is about 650 gpm. Since the issue has been isolated to a problem with the pump, Layne will mobilize on site to pull, inspect and repair the pumping equipment under warranty at no charge to the Village. However, with the pumping equipment out of the well, an opportunity is presented to conduct well redevelopment on the borehole to improve well productivity.

There is significant history with borehole development (well development) at four of the five deep wells with the lone exception being Well No. 8. This history is briefly summarized in the Layne proposal. Layne is proposing a “single – block shot” rehab process. The block shot treatment consists of utilizing Primacord with one-pound block shots every 2.5 feet primarily in the Ironton-Galesville sandstone. Layne also recommends well brushing in the St. Peter sandstone and Galesville sandstone before and after the shooting. Following the shooting and brushing processes, there more than likely will be some sand fill to bail from the well. There is no way to gauge the amount of sand fill that will occur, so a nominal sixty (60) hours of well bailing is identified in the proposal.

Financial Impact

The well redevelopment work would be performed on a time and material basis identified in the proposal with an amount not to exceed \$60,000. The FY21 Budget includes sufficient funds in the Water Capital Improvement and Equipment Replacement Fund, 515-00-00-8004, for this work.

Legal Analysis

None required.

Action Requested

A motion by the Village Board to Authorize a Resolution Approving a Proposal from Layne Christensen Company for the Well No. 8 Redevelopment.

Exhibits

1. Layne Proposal
2. Draft Resolution



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/897-6941
graniteconstruction.com

September 14, 2021

Village of Huntley
ATTN: Steve Zonta, Utilities Superintendent
10987 Main Street
Huntley, IL 60142

RE: Well 8 Redevelopment Proposal

Steve:

We have reviewed the Municipal Well & Pump {MWP} video survey from this year, as well as researching our Layne archives on Well 8. We wish to summarize our findings and submit this letter as our proposal for well rehabilitation, in an effort, to hopefully restore some of the lost production from the well.

During our review of the Huntley deep wells, we are reminded of the fact that there is significant history with shooting development at 4 of the 5 deep wells; ironically, the lone exception being Well No. 8. This history is briefly summarized as follows:

- Layne did a bulk shooting development project at Well No 7, immediately following the drilling of the new well. Bulk shooting consists of utilizing nitroglycerin to open the fissures of the Galesville sandstone. Bulk shooting is the most aggressive form of rehabilitation and is typically done on new wells only.
- Bulk shooting was also performed at Well No. 9 immediately following the drilling in the new well by Layne.
- Layne did “block shot” development on Well No. 10 after the new well was drilled. There was no test prior to this shooting but the final Specific Capacity was 5.5GPM/FT.
- After drilling Well No. 11, Layne did a “double – double” block shooting, again with no pre – test performed. Following the block shot shooting the Specific Capacity was 3.1. We then did bulk shooting to increase the Specific Capacity to 6.3.

When Layne drilled Well No. 8, the Specific Capacity at the end of the 24 hour test was 7.96GPM/FT. This was obviously considered more than adequate, and no shooting was performed. From our review of the pumping test data from the subsequent pump repairs, we note that the Specific Capacity was 3.3GPM/FT in 2009 and has steadily decreased to 2.5 – 2.6GPM/FT. now from MWP and Layne tests performed this year. Hence, the discussions to do some form of redevelopment after the pump is pulled to determine the reason for the poor pump performance.

We are proposing a “single – block shot” rehab process. The block shot treatment consists of utilizing Primacord with 1lb. block shots every 2.5ft., rather than 2lb. block shots every 2.5ft. (“double” block shots) like we did on new Wells 10 and 11. With any well shooting method, there is always the danger of producing sand afterwards and with the history of the single block shot rehabs in many prior projects, we tend to be a little more conservative at this point, especially with what we know about Well No. 8.

After reviewing the MWP video survey from this year, and looking at the well log, we are proposing to do the shooting from 1063’ – 1193’, primarily in the Galesville sandstone. Our subcontracted shooter would utilize 3 – 50’ Primacord runs with a couple of zones overlapped to provide better coverage in those areas. We also recommend well brushing in the St. Peter sandstone and Galesville sandstone, more than likely before and after the shooting. We do not recommend any shooting in the St. Peter sandstone, since the pump suction is located in this area.

Following the shooting and brushing processes, there more than likely will be some sand fill to bail from the well. There is no way to gauge the amount of sandfill that will occur, so we are using a nominal sixty (60) hours of well bailing in our proposal. In a single block shot treatment performed for the City of Elgin this summer, there was 21’ of fill that required 24 hours of bailing.

The estimated costs for this proposed redevelopment work is detailed as follows:

<ul style="list-style-type: none"> • Shooting subcontractor for the block shot shooting from 1063’ to approximately 1193’ {3 – 50’ runs w/ overlaps} 	\$11,500.00
<ul style="list-style-type: none"> • Layne service rig & 2-man Crew to setup for shooting and assist in the well shooting, Est. 12hrs @ 468.00/hr. 	\$5,616.00
<ul style="list-style-type: none"> • Well brushing of the open bore hole, in the St. Peter & Galesville sandstone formations, est. 24hrs @ \$468.00/hr. (probably before and/or after shooting). 	\$11,232.00
<ul style="list-style-type: none"> • *Well bailing, 60 hours @ \$468.00/hour 	\$28,080.00
<ul style="list-style-type: none"> • Fabricate 12” & 15” steel well brushes 	\$1,500.00
Total Well Development estimated cost	\$57,928.00

*Time required for bailing could vary dependent upon actual, field work time needed.

At the present time, we are all assuming that the pulling and reinstallation of the Well 8 Byron Jackson submersible pump will be done at no cost to the Village. However, should there be a need for extended test pumping to clear any sand, we request that Layne be compensated for this extra time. Our typical post – repair pumping tests are 90 minutes long, so we would be billing for any test pump performed in excess of the standard 90-minute test. Our Standard Work Order Form is attached, which details our various labor rates for any extra work needed.

Our proposal assumes that the Village will dispose of all sand bailed from the well.

We also assume that the Village will take care of the bacteriological sampling.

As is the case with any well rehabilitation project, there are no guarantees on the degree of improvement that is realized from the rehab work; nor will Layne take any responsibility for any borehole issues created from the well shooting process.

After you have had a chance to review our proposal, we would be happy to speak with you to discuss this project in further detail. Thank you.

Sincerely yours,

Mike McDonald
Mike McDonald

Account Manager
Layne, a Granite Company

CC: Jason Gray
Project Manager, Water Resources Division

Enclosures

Thomas P. Healy, P.E.
Thomas P. Healy, P.E.

Sr. Project Manager
Layne, a Granite Company

Above work accepted by: _____

Title: _____

Date: _____

WORK ORDER



Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: Village of Huntley, IL

Job Location: Well No. 8

SERVICE RATES - EFFECTIVE OCTOBER 1, 2020

	Straight Time		Overtime Per Hr.	Doubletime Per Hr.
	Per Hr.	8 Hr. Day		
Serviceman w/hand tools	194.00	1552.00	291.00	388.00
Serviceman w/service truck and hand tools, or welder	223.00	1784.00	320.00	417.00
Helper	168.00	1344.00	252.00	336.00
Serviceman and 1 Helper	362.00	2896.00	543.00	724.00
<u>Small Rig or Winch Truck</u>				
1 Man Crew	243.00	1944.00	340.00	437.00
2 Man Crew	411.00	3288.00	592.00	773.00
3 Man Crew	579.00	4632.00	844.00	1109.00
<u>Middle Rig, Large Hoist or Flatbed Crane</u>				
1 Man Crew	259.00	2072.00	356.00	453.00
2 Man Crew	427.00	3416.00	608.00	789.00
3 Man Crew	595.00	4760.00	860.00	1125.00
<u>Big Rig, Large Hoist and Poles, or Large Crane</u>				
1 Man Crew	300.00	2400.00	397.00	494.00
2 Man Crew	468.00	3744.00	649.00	830.00
3 Man Crew	636.00	5088.00	901.00	1166.00
4 Man Crew	804.00	6432.00	1153.00	1502.00
Power Tong Usage, per 8 hour shift		470.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	192.00	1536.00	278.50	365.00
12" Threading Machine and Operator	218.00	1744.00	304.50	391.00
Serviceman w/hand tools	173.00	1384.00	259.50	346.00
Helper	165.00	1320.00	247.50	330.00
Sandblast Equipment and 2 man crew	383.00	3064.00	552.00	721.00

Mileage: Auto: \$0.55 Pickup: \$0.70 1-Ton:\$1.00 2-1/2 Ton Flatbed: \$2.10 Semi-Tractor: \$2.75

Subsistence-Per Man

Over 55 miles radius from home office.....\$65.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

Time and materials in accordance with attached proposal dated September 14, 2021

Labor Rates will increase after October 1, 2021

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

**RESOLUTION APPROVING A PROPOSAL FROM LAYNE CHRISTENSEN COMPANY
FOR THE WELL NO. 8 REDEVELOPMENT**

Resolution (R)2021-09.xx

Layne Christensen Company

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, Layne Christensen Company (Layne) was a subcontractor to Municipal Well and Pump for the Well No. 8 Byron Jackson pump and motor rehabilitation work completed in May 2021; and

WHEREAS, Layne Christensen Company (Layne) is mobilizing to the Well No. 8 site to pull, inspect and repair the pumping equipment under no cost warranty work; and

WHEREAS, borehole development to improve the productivity of the well has never been performed at Well No. 8; and

WHEREAS, the FY21 Annual Budget includes sufficient funds for the Well No. 8 redevelopment work; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to approve a proposal from Layne Christensen Company for the Well No. 8 redevelopment in an amount not to exceed \$60,000.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley Approves the proposal to Layne Christensen Company for the Well No. 8 development in the amount not to exceed \$60,000.

SECTION II: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	Aye	Nay	Absent	Abstain
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September, 2021.

APPROVED:

ATTEST:

Timothy J. Hoeft, Village President

Rita McMahon, Village Clerk

- Agenda Item: **Consideration – Well No. 12 and Water Treatment Plant Design Engineering**
- i. **A Resolution Approving Professional Services Agreements with Engineering Enterprises, Inc. for Design Engineering Services for Well No. 12 and Water Treatment Plant**
 - ii. **An Ordinance Approving an Amendment to the FY21 Budget in the amount of \$400,347 for the Design Engineering for Well No. 12 and Water Treatment Plant**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

The Village operates and maintains a public water system that includes five deep wells that pump groundwater to five water treatment plants that distribute water to 190 miles of water main and a combined 3.318 million gallons of elevated and ground water storage within one pressure zone. The system contains approximately 2,200 fire hydrants and 4,616 valves.

Staff Analysis

The Village has been proactive in building its water production and distribution system over the past two decades. An analysis of water usage from 2010 – 2020 shows an annual maximum daily pumpage ranging from 4.01 million gallons per day (MGD) to 5.41 MGD, with these amounts occurring in the months of June, July or August. The same analysis indicates the water system annual average daily pumpage ranged from 2.13 MGD to 2.43 MGD.

Irrigation water use is approximately 22% of annual total usage and is equivalent to dedicating one of the five existing wells and water treatment plants just for irrigation. Annual precipitation amounts have a direct impact on the Village's water system. Normal average precipitation in a year is 36.89 inches. Through mid-June 2021, Huntley received about 5 inches of precipitation, a deficit of about 6 inches to date resulting in a severe drought condition over much of the area. On June 10, 2021, the Village pumped 4.92 million gallons of water equating to 2.24 times more than the average daily demand of 2.2 MGD. This demand required all five wells to operate for over 19 hours over a 24-hour period. Typically, well pumping equipment should not operate more than 16 hours in a 24-hour period to avoid over-stressing the equipment.

Based on unpredictable future dry weather patterns and corresponding outdoor water use trends as well as current and forecasted development in the Village, increased water demands on the existing water system are expected. Therefore, an additional well and water treatment plant should be considered at this time. Proposals were received from Engineering Enterprises, Inc. (EEI) for Design Engineering Services for Well No. 12 and Water Treatment Plant equating to approximately 5% of the estimated construction cost. Village staff has reviewed the design engineering proposals from EEI and all is in order for consideration.

At this time, two sites under consideration are as follows: Village-owned property on W. Main Street, and a site east of Walmart. This site was identified on the preliminary PUD plan for this

property when it was annexed in 2007. The annexation agreement required a minimum site of 1.5 acres for the well and treatment facility site.

Financial Impact

An amendment to the FY21 Budget is required in the Water Capital Improvement and Equipment Fund, 515-00-00-8004 in the amount of \$400,347.

Legal Analysis

None required.

Action Requested

A motion by the Village Board for

- i. A Resolution Approving Professional Services Agreements with Engineering Enterprises, Inc. for Design Engineering Services for Well No. 12 and Water Treatment Plant
- ii. An Ordinance Approving an Amendment to the FY21 Budget in the amount of \$400,347 for the Design Engineering for Well No. 12 and Water Treatment Plant.

Exhibits

1. EEI Proposals
2. Location Exhibits
3. Draft Resolution
4. Draft Ordinance

**Agreement for Professional Services
Village of Huntley, IL
WELL NO. 12 – DESIGN ENGINEERING**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include engineering services for the WELL NO. 12 – DESIGN ENGINEERING as indicated on Attachment C.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$33,089.00 (Fixed Fee), including Subcontractor's expenses. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village.

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen
 Resident Alien Non-Resident Alien The Internal Revenue Service requires that

taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimate of Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2021 Standard Schedule of Charges

L. Notices:

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

For the Village:

Director of Public Works and Engineering
Village of Huntley
10987 Main Street
Huntley, IL 60142

For the Contractor:

Stephen T. Dennison
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2021.

Village of Huntley

Engineering Enterprises, Inc.:

Timothy J. Hoeft
Village President

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

Rita McMahon
Village Clerk

Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other

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

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

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

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

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

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

**ATTACHMENT B: SCOPE OF SERVICES
EXHIBIT 1**

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section C hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties,

but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids (including review of analytical review of the bid prices, as well as Bidder's Qualifications and reference checks for the apparent low bidder), and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Thirty-Three Thousand Eighty-Nine Dollars – Fixed Fee (FF) (\$33,089.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Well No. 12 – Design Engineering”.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due after receipt of the invoice in accordance with the Illinois Prompt Payment Act.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section C shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION C – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER that are not already included in the scope.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis. Further information on the details of the operation and maintenance document will be provided in a separate Construction Engineering Agreement.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment B, Exhibit 2 includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section D – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER in accordance with the Illinois Prompt Payment Act. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION D - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

- 5. Since the 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, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2

SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES

The Village of Huntley intends to drill a new deep well and treat the water similarly to its existing water treatment plants. This project scope is specifically for Design Engineering services related to the new Well No. 12. Well No. 12 Water Treatment Plant (WTP) Design Engineering services are included in a separate agreement.

The scope will include engineering related to a new deep well (Ironton-Galesville formation) with a target production of 1,000 gpm. The Well design will be similar to the Village's existing Well No. 9. A Project Manual and exhibits will be prepared to allow for IEPA construction permitting and bidding of the work.

The Well No. 12 and Water Treatment Plant site will be located on Village property at one of two sites (to be determined within one month of execution of Contract). Site #1 is near the southwest corner of the intersection of Main St and Kreutzer Rd, North of the Village's West WWF, and West of the Village's EWST and Salt Dome. Site #2 is near the southeast corner of the intersection of IL-47 and Kreutzer Rd, East of the Walmart.

The Village has requested assistance with design and bidding engineering for the Well No. 12. The work items to complete the stated scope objectives are as follows:

PROJECT MANAGEMENT

- ✓ Project Management and Administration
 - Billing/Accounting/Budget-Tracking
 - Project Updates to Village
- ✓ Project Kickoff Meeting
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at Village Public Works Facility
 - Site Visit After Meeting

DESIGN ENGINEERING (PERMIT ISSUE AND FINAL)

- ✓ Prepare and Coordinate Requests for Information (RFIs) with Village and Review Existing Well Schematics
- ✓ Topographic Survey of the Site Proposed for Well No. 12 and the Water Treatment Plant, Including Details for Anticipated Utility Connections for Water Treatment Plant
- ✓ Prepare Construction Phase Site Plan with Temporary Entrance
- ✓ Prepare Proposed Well Schematic
- ✓ Prepare Required Technical Specifications
- ✓ Prepare Permit Issue Plans and Specification (~60%)
- ✓ Prepare Project Manual, including technical specifications for the project, necessary to obtain the IEPA Construction Permit
- ✓ Prepare Final Project Manual, including technical specifications for the project, as necessary to bid the project; Assumes use of EEI's Contract Documents
- ✓ Prepare 60% and 100% Engineer's Opinion of Probable Construction Cost

PERMITTING

- ✓ IEPA Construction Permit Coordination
 - Complete All Necessary Permit Application Forms and Schedules
 - Coordinate Signatures with Village and Submittal of Application Packages to IEPA

BIDDING SERVICES

- ✓ Assist with Advertisement for Bids
 - Send Ad for Bids to Village for Coordination with Paper of Record
- ✓ Pre-Bid Meeting
 - Lead Discussion with Contractors and Lead Site Tour
- ✓ Respond to Bidding Inquiries
- ✓ Maintain Bidders List, Coordinate Addenda(s) and Distribution
- ✓ Attend Bid Opening, Review Bids, and Prepare Bid Tabulation and Recommendation of Award

The stated scope of services herein includes the following assumptions and exclusions:

- Excludes Property and Easement Acquisition Coordination
- Excludes Additional Design Progress Meetings (Beyond Project Initiation) and

Board/Committee Presentations

- Excludes Groundwater Modeling and Pilot Well
- Excludes Special Permitting Related to Potential Sources of Contamination
- Excludes Offsite Improvements, Including Offsite Utilities Improvements
- Excludes Utility Improvements
- Excludes Site Improvements Other Than Those Specifically Listed Above
- Surveying Includes Only Areas Impacted by Scope of Project, Not Entire Property
- Excludes Wetlands/Floodplain Permitting/Coordination
- Excludes Detailed Corrosion Control Study (No Effective Changes to Source Water or Treatment from Well)
- Excludes Contracting and Construction Phase Engineering
- Excludes Well No. 12 Water Treatment Plant Design Engineering
- Local Funding will be Used for the Improvements

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the current Standard Schedule of Charges at the time the work occurs.



Engineering Enterprises, Inc.

**ATTACHMENT C:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES
WELL NO. 12 - DESIGN ENGINEERING
VILLAGE OF HUNTLEY, IL**

WORK ITEM NO.	WORK ITEM	ENTITY: ENGINEERING											WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	ENGINEERING		SURVEYING		DRAFTING		ADMIN.					
		PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	PROJECT MANAGER	SR. PROJ. SURVEYOR II W/ GPS	SENIOR PROJECT TECH I	CAD MANAGER	SENIOR PROJECT TECH I	ADMIN.			
HOURLY RATE:	\$212	\$185	\$174	\$147	\$185	\$174	\$147	\$185	\$147	\$70				
PROJECT ADMINISTRATION AND MEETINGS														
0.01	Project Administration		1	4									5	\$ 952
0.02	Project Kickoff Meeting with Village		3	4		6							13	\$ 2,258
Project Administration and Meetings Subtotal:			4	8	-	6	-	-	-	-	-	-	18	\$ 3,210
DESIGN PHASE														
1.01	Prepare and Submit 70% Complete Drawings and Specifications to Village		4	8		40	9	18				24	103	\$ 16,533
1.02	Prepare and Submit IEPA Construction Permit Application			4		6							11	\$ 1,692
1.03	Complete Plans and Specifications to 100%		4	6		8					4		22	\$ 3,722
1.04	Prepare 100% Engineer's Opinion of Probable Construction Cost			2		4							6	\$ 958
Design Subtotal:			8	20	-	58	9	18	-	-	-	28	142	\$ 22,905
BIDDING AND NEGOTIATING PHASE														
2.01	Prepare Final Bid Documents and Advertise for Bid			2		2						2	6	\$ 804
2.02	Attend Pre-Bid Meeting			4		4							8	\$ 1,328
2.03	Respond to Inquiries		2	2		4							8	\$ 1,382
2.04	Maintain Bidders List, Coordinate Addenda(s) and Distribution			4		4						2	10	\$ 1,468
2.05	Assist Village in Review of Bids and Prepare Bid Tabulation/Contracts		2	4		4						2	12	\$ 1,892
Bidding And Negotiating Subtotal:			4	16	-	18	-	-	-	-	-	6	44	\$ 6,874
PROJECT TOTAL:			16	44	-	82	9	18	-	-	-	28	7	\$ 32,989

Notes:

No Pilot Well; Scope Includes Design of One Permanent Ironton-Galesville Well with Design Production of 1,000 GPM Well Site on Existing Village Property North of West WWTF OR East of Walmart at IL-47/Kreutzer Rd
 Permanent Pump and Motor Design, Installation, and Startup Part of Water Treatment Plant (WTP) Scope
 Temporary Generator Will Be Used for Test Pump (by Contractor)
 Electrical Design and Construction Engineering Part of WTP Scope
 Final Site Design Part of WTP Scope
 No Ecological Studies/Permitting or Floodplain Permitting Required
 Local Funding

DIRECT EXPENSES	
Printing =	\$ 100
DIRECT EXPENSES =	\$ 100

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LABOR SUMMARY	
Engineering Expenses =	\$ 23,586
Surveying Expenses =	\$ 4,797
Drafting Expenses =	\$ 4,116
Administrative Expenses =	\$ 490
TOTAL LABOR EXPENSES =	\$ 32,989

TOTAL EXPENSES =	\$ 33,089
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**ATTACHMENT D:
PROJECT SCHEDULE
WELL NO. 12 - DESIGN ENGINEERING
Village of Huntley, IL**

WORK ITEM NO.	WORK ITEM	2021												2022																									
		October					November					December		January					February		March			April			May			June									
		1	8	15	22	29	5	12	19	26	33	6	13	20	27	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13
WELL NO. 12 - DESIGN																																							
1.0	Project Management and Administration																																						
2.0	Kick-off Meeting/Site Visit with Village																																						
3.0	Permit Issue Design																																						
4.0	IEPA Permit Application and Coordination																																						
5.0	Final Design																																						
6.0	Bidding and Award Recommendation																																						

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Legend	
	Administrative Work Items
	Progress Meeting(s)
	Plans and Specifications
	Permitting
	Bidding and Award Recommendation

- NOTES:
1. Assumes Preliminary Design is Started Immediately Upon Contract Approval
 2. Assumes Final Site Selection by Village Within One Month of Contract Approval



Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

**Agreement for Professional Services
Village of Huntley, IL
WELL NO. 12 WATER TREATMENT PLANT – DESIGN ENGINEERING**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include engineering services for the WELL NO. 12 WATER TREATMENT – DESIGN ENGINEERING – ALTERNATE A as indicated on Attachment C.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$367,258.00 (Fixed Fee), including Subcontractor's expenses. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village.

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen
 Resident Alien Non-Resident Alien The Internal Revenue Service requires that

taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services – Alternate A

Attachment C: Estimate of Level of Effort and Associated Cost – Alternate A

Attachment D: Anticipated Project Schedule – Alternate A

Attachment E: 2021 Standard Schedule of Charges

L. Notices:

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

For the Village:

Director of Public Works and Engineering
Village of Huntley
10987 Main Street
Huntley, IL 60142

For the Contractor:

Stephen T. Dennison
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2021.

Village of Huntley

Engineering Enterprises, Inc.:

Timothy J. Hoeft
Village President

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

Rita McMahon
Village Clerk

Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other

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

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

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

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

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

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

**ATTACHMENT B: SCOPE OF SERVICES
EXHIBIT 1**

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section C hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties,

but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids (including review of analytical review of the bid prices, as well as Bidder's Qualifications and reference checks for the apparent low bidder), and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Three Hundred Sixty-Seven Thousand Two Hundred Fifty-Eight Dollars – Fixed Fee (FF) (\$367,258.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Well No. 12 Water Treatment Plant – Design Engineering – Alternate A – Start WTP Design Immediately”.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due after receipt of the invoice in accordance with the Illinois Prompt Payment Act.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section C shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION C – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER that are not already included in the scope.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis. Further information on the details of the operation and maintenance document will be provided in a separate Construction Engineering Agreement.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment B, Exhibit 2 includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section D – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER in accordance with the Illinois Prompt Payment Act. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION D - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the 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, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2

SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES

The Village of Huntley intends to drill a new deep well and treat the water similarly to its existing water treatment plants. This project scope is specifically for Design Engineering services related to the new Well No. 12 Water Treatment Plant (WTP). Well No. 12 Design Engineering services are included in a separate agreement.

The scope will include engineering related to new submersible pumping equipment and pitless adapter for Well No. 12. Pump testing from Well No. 12 construction will determine final design conditions for a new pump/motor assembly to provide a target of 1,000 gpm.

The Well No. 12 WTP will be capable of treating 1,000 gpm of water consistent with the Village's other wells and water treatment plants (similar raw and finished water quality). The treatment process will include aeration and detention for hydrogen sulfide removal, strong acid cation exchange for radium/barium/hardness removal, and finished water chemicals (chlorine/fluoride/blended phosphates) consistent with processes, products, and desired finished water quality currently utilized at the Village's other WTP's. It is expected that high service pumping will be required due to aeration/detention requirements. A permanent natural gas standby generator will be utilized for backup power for Well No. 12 and the WTP.

The Well No. 12 and Water Treatment Plant site will be located on Village property at one of two sites (to be determined within one month of execution of Contract). Site #1 is near the southwest corner of the intersection of Main St and Kreutzer Rd, North of the Village's West WWF, and West of the Village's EWST and Salt Dome. Site #2 is near the southeast corner of the intersection of IL-47 and Kreutzer Rd, East of the Walmart. The WTP design will include all site and utility improvements necessary for a functional treatment facility. Site improvements will be made for vehicular access to the well head, WTP, and generator, as required for operations and maintenance of the facility. Underground utility modifications will be accomplished as required.

The Village has requested assistance with design and bidding engineering for the Well No. 12 Water Treatment Plant. The work items to complete the stated scope objectives are as follows:

PROJECT MANAGEMENT

- ✓ Project Management and Administration
 - Billing/Accounting/Budget-Tracking
 - Project Updates to Village
- ✓ Project Kickoff Meeting
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at Village Public Works Facility
 - Site Visit After Meeting

DESIGN ENGINEERING (PERMIT ISSUE AND FINAL)

- ✓ Design Progress Meetings (2 Total)
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at Village Public Works Facility
- ✓ Prepare and Coordinate Requests for Information (RFIs) with Village and Review Existing WTP Plans
- ✓ Review Existing Building Codes
- ✓ Prepare Hydraulic Calculations for New Well No. 12 Submersible Pumping Equipment, and for All WTP Treatment Equipment, High Service Pumping Equipment, and Piping
- ✓ Prepare Chemical Calculations for Chlorination and Coordinate Chemical Sampling (Sampling by Others) to Calculate Chlorine Demand and Required Dosage for Meeting 0.5 mg/L Free Chlorine Residual
- ✓ Calculations for Design of an Air Stripping Tower and Detention Tank for Hydrogen Sulfide Removal, High Service Pumping Equipment, Cation Exchange Treatment Equipment, and Fluoride and Blended Phosphate Chemical Equipment. Does Not Include Odor Control Equipment Design.
- ✓ Coordination with Equipment Manufacturers Regarding Design Options and Details for Aeration System and Cation Exchange Treatment System
- ✓ Prepare Conceptual Layouts of Building and Site
- ✓ Site and Underground Utilities Design, Including Grading Plan, Onsite Sanitary Sewer, Storm Sewer, and Watermain (Raw and Finished), and Connections of Utilities to Nearby Village

Infrastructure. Stormwater System to be designed in accordance with County regulations.

- Site #1 Finished Watermain to Connect at/near the Village's EWST East of the Site. Sanitary to be Routed to Interceptor Along Kreutzer Rd Feeding the West WWTF (Existing Manhole Connection). Storm Sewer to have Open Discharge Near Property Line.
 - Site #2 Utility Connection Locations/Details to be Determined, but Assumed to be Near the Southeast Corner of Walmart Property and/or Directly North at Kreutzer Rd.
- ✓ Soil Boring Coordination
 - ✓ Dry Utilities Coordination (ComEd, Nicor)
 - ✓ Coordination with Subconsultants (Architectural, Structural, HVAC/Plumbing, Electrical)
 - ✓ Permanent Natural Gas Generator for Well and Water Treatment Plant
 - ✓ Identify and Begin Preparation of Required Plans and Technical Specifications
 - ✓ Prepare Permit Issue Plans and Specification (~60%)
 - ✓ Prepare Plans Necessary to Obtain the IEPA Construction Permit
 - ✓ Prepare Project Manual, including technical specifications for the project, necessary to obtain the IEPA Construction Permit
 - ✓ Prepare Final Plans Necessary to Bid the Project
 - ✓ Prepare Final Project Manual, including technical specifications for the project, as necessary to bid the project; Assumes use of EEI's Contract Documents
 - ✓ Prepare 60% and 100% Engineer's Opinion of Probable Construction Cost

PERMITTING

- ✓ IEPA Construction Permit Coordination
 - Complete All Necessary Permit Application Forms and Schedules
 - Coordinate Signatures with Village and Submittal of Application Packages to IEPA
- ✓ Stormwater Pollution Prevention Plan (SWPPP)
- ✓ Village of Huntley Building Permit Facilitation

BIDDING SERVICES

- ✓ Assist with Advertisement for Bids
 - Send Ad for Bids to Village for Coordination with Paper of Record
- ✓ Pre-Bid Meeting
 - Lead Discussion with Contractors and Lead Site Tour

- ✓ Respond to Bidding Inquiries
- ✓ Maintain Bidders List, Coordinate Addenda(s) and Distribution
- ✓ Attend Bid Opening, Review Bids, and Prepare Bid Tabulation and Recommendation of Award

Structural Engineering, Architectural, Electrical and HVAC (MEP) Engineering, and Geotechnical Engineering (including CCDD) services for design and bidding will be performed by subconsultants.

The stated scope of services herein includes the following assumptions and exclusions:

- Assumes Preliminary Design Engineering is Started Immediately Upon Contract Approval and Raw Water Quality from the Village Well No. 9 Will Be Assumed for Preliminary Design Engineering and IEPA Permitting.
- Final Design Engineering Will Not Be Completed Until After Well No. 12 is Constructed and Pumping Tests and Water Quality Data are Received. Scope Includes Confirmation of Design Based Upon Data Received from Well No. 12 Construction. Changes to Design and Supplemental Permitting, as a Result of Differences in Water Quality Between Well No. 12 and Well No. 9 are Not Included.
- Excludes Property and Easement Acquisition Coordination
- Excludes Additional Design Progress Meetings (Beyond Project Initiation & Two Progress) and Board/Committee Presentations
- Excludes Offsite Improvements, Including Offsite Utilities Improvements, Except for Connection Points to Existing Utilities
- Assumes New Electric Utility Transformer and Adequate 480V Electrical Service Available from ComEd Nearby (Does Not Include ComEd Fees); Excludes Electrical Service Design Other Than 480V Delta Wye.
- Assumes Adequate Nicor Natural Gas Service Nearby (Does Not Include Nicor Fees)
- Excludes Site Improvements Other Than Those Specifically Listed Above
- Excludes Wetlands/Floodplain Permitting/Coordination. If Wetland Delineation is Required for Site #2, This Will Be Accounted for as a Direct Expense, as Shown in Attachment C.
- Excludes Landscape Architecture Services
- Excludes Detailed Corrosion Control Study (No Effective Changes to Source Water or Treatment from Well)
- Excludes Contracting and Construction Phase Engineering

- Excludes Well No. 12 Design Engineering (Except for Items Specifically Noted Herein)
- Local Funding will be Used for the Improvements

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the current Standard Schedule of Charges at the time the work occurs.



**ATTACHMENT C:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES
WELL NO. 12 WATER TREATMENT PLANT - DESIGN ENGINEERING
ALTERNATE A - START WTP DESIGN IMMEDIATELY (INCLUDES AERATOR-BASED DESIGN)
VILLAGE OF HUNTLEY, IL**

WORK ITEM NO.	WORK ITEM	ENTITY: ENGINEERING				DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	CAD MANAGER	SENIOR PROJECT TECH I			ADMIN.
		HOURLY RATE:	\$212	\$185	\$174	\$147	\$185	\$147			\$70
A. PROJECT FACILITATION & KICKOFF MEETING											
1	Project Administration		4	16					20	\$ 3,808	
2	Project Kickoff Meeting (Includes Site Visit)		4	8					20	\$ 3,504	
Project Facilitation and Kickoff Meeting Subtotal:			8	24	-	8	-	-	40	\$ 7,312	
B. PERMIT ISSUE DESIGN (~60%)											
1	Site Visit (Combined with Project Kickoff Meeting)								-	\$ -	
2	Review Existing Site Plan and Similar Village WTP Plans			2		4		2	8	\$ 1,252	
3	Review/Document Applicable Design and Building Codes			2		2			4	\$ 664	
4	Well Hydraulics Review and Calculations; and Preliminary Pump Design		2	8		12			22	\$ 3,668	
5	Basis of Design		2	4		4			10	\$ 1,752	
6	Facility / Equipment Layouts / Space Needs Assessment			4		8		8	20	\$ 3,092	
7	Soil Boring Coordination			4		4		2	10	\$ 1,622	
8	Constructability Review / Preliminary Phasing Plan		1	4		4			9	\$ 1,540	
9	Generator Analysis Coordination			2		2			4	\$ 664	
10	Utilities Coordination (ComEd, Nicor, etc.)			6		2			8	\$ 1,404	
11	Project Manual/Specification List			2		4			6	\$ 958	
12	60% Civil Drawings, Including Stormwater Management Design		2	20		20		20	62	\$ 10,004	
13	60% Architectural Drawings Coordination			6		6		4	16	\$ 2,580	
14	60% Structural Drawings Coordination (Building Footprint/Wall Thickness)			6		6		4	16	\$ 2,580	
15	60% Well Equipment and Process Drawings (90% Complete Process Equipment Layouts)		2	48		120		160	330	\$ 50,464	
16	60% MEP Drawings Coordination (Rough HVAC and Plumbing Layouts)			6		6		2	14	\$ 2,286	
17	60% Electrical Drawings Coordination (Generator Sizing, One Line Diagram, Rough Electrical Room and MCC Layouts)		2	16		8		4	30	\$ 5,148	
18	60% Instrumentation Drawings Coordination (System Architecture, Rough Location and Type of Instruments)		1	8		4		2	15	\$ 2,574	
19	60% Project Manual (All Specification Sections Drafted, Major Process Sections 80%)		4	24		40			68	\$ 11,168	
20	60% Design QA/QC and EOPCC		4	16		16			36	\$ 6,160	
21	Submit 60% Plans and Specifications to Village for Review			2		2		2	6	\$ 958	
22	Permit Issue Design Review Meeting with Village		4	8		8			20	\$ 3,504	
Permit Issue Design Subtotal:			24	198	-	282	-	210	714	\$ 114,042	
C. FINAL DESIGN											
1	Final General and Civil Drawings		2	12		16		12	42	\$ 6,760	
2	Final Architectural Drawings Coordination			4		2		4	10	\$ 1,622	
3	Final Structural Drawings Coordination (and Calculations Backchecked)			6		2		4	12	\$ 1,992	
4	Final Well Equipment and Process/Mechanical Design and Drawings		4	32		48		48	132	\$ 20,880	
5	Final HVAC and Plumbing Drawings Coordination			4		2		4	10	\$ 1,622	
6	Final Electrical, Instrumentation and Control Drawings Coordination		2	12		8		2	24	\$ 4,114	
7	Final Project Manual Preparation (Assumes Use of EEI's Contract Documents)			12		24			36	\$ 5,748	
8	Final QA/QC and EOPCC		4	12		16			32	\$ 5,420	
9	Submit Final Plans and Specifications to Village for Review			2		2		2	6	\$ 958	
10	Final Bid Plans and Specification Review Meeting with Village		4	8		8			20	\$ 3,504	
11	Final Bid Plans and Specifications Completion Based on Village Comments			4		12		8	26	\$ 3,820	
Final Design Subtotal:			16	108	-	140	-	84	350	\$ 56,440	
D. PERMITTING											
1	Prepare and Submit IEPA Construction Permit; and Coordination with IEPA			4		8		2	14	\$ 2,056	
2	Stormwater Pollution Prevention Plan (SWPPP)			2		4		4	10	\$ 1,546	
3	Village Building Permit Facilitation (1 Submittal and Respond to Questions)			12		12		4	30	\$ 4,712	
Permitting Subtotal:			-	18	-	24	-	8	54	\$ 8,314	
E. BIDDING AND NEGOTIATING PHASE											
1	Prepare Final Bid Documents and Advertise for Bid			2		2		2	6	\$ 804	
2	Pre-Bid Meeting			6		8		2	18	\$ 2,720	
3	Respond to Inquiries		2	16		24			42	\$ 6,912	
4	Maintain Bidders List, Coordinate Addenda(s) and Distribution		2	4		8		2	16	\$ 2,480	
5	Bid Opening, Assist Village in Review of Bids, and Prepare Bid Tabulation/Contracts		4	8		8		4	24	\$ 3,784	
Bidding And Negotiating Subtotal:			8	36	-	50	-	2	106	\$ 16,700	
PROJECT TOTAL:			56	384	-	504	-	304	1,264	\$ 202,808	

Notes:
Includes Onsite Utility Design Associated with Well and WTP, Including Raw Water Main Between Well and WTP and Finished Water Main to Nearby EWST or Existing Water Main
Includes Scope for Well No. 12 Permanent Pump and Motor Design, Installation, and Startup
Includes Permanent Generator (Natural Gas)
Surveying Included in Well No. 12 Design Engineering Scope
No Property Acquisition/Easement Coordination
WTP Site (#1) Adjacent to Well No. 12 Site - on Existing Village Property North of Village's West WWTF; OR (Site #2) on Village Property East of Walmart SE of IL-47 & Kreutzer Rd Intersection
No Landscape Architecture
Assumes Cation Exchange Treatment for Radium, Barium, and Hardness Removal, and Aeration/Detention/High Service Pumping for Hydrogen Sulfide Removal (No Odor Scrubbers)
Assumes Chlorine Gas or Sodium Hypochlorite for Chlorination; Assumes Design of Fluoride and Blended Phosphate Chemical Systems
Buried Concrete Brine Tank and Buried Concrete Regeneration Surge Tank
Adequate Natural Gas Service Available Nearby for Building; Does Not Include Nicor/Utility Costs
480V Electrical Service Required for Well and WTP - Assumes New Transformer and Adequate Electrical Service Nearby; Does Not Include ComEd/Utility Costs
"Site #2 Utilities" Direct Expense Includes Additional Water Main, Sanitary Sewer, 480V Electric, and Natural Gas Service Design/Coordination Associated with the Alternative Site; Does Not Include Cost of Utilities
Site #1: Hardwire SCADA Communications to West WWTF SCADA Computer; Site #2: SCADA Communications via Radio or Cellular
Sanitary Discharge - Tie Into Existing Manhole; No Modifications to Existing Sanitary Sewer System
No Ecological Studies/Permitting or Floodplain Permitting Required; Stormwater Best Management Practices Will Be Utilized in Accordance with County Requirements; Storm Sewer(s) to Discharge at Property Line
If Required, Wetland Delineation Will Be Handled As A Direct Expense
Local Funding

DIRECT EXPENSES	
Printing =	\$ 1,750
Elect./SCADA Design (Archer) =	\$ 50,000
Site #2 Utilities =	\$ 10,000
HVAC & Plumbing Design (Archer) =	\$ 20,000
Structural Design (HTE) =	\$ 35,000
Architectural Design (A+P) =	\$ 25,000
Geotechnical/CCDD (Rubino) =	\$ 20,000
Wetland Delineation =	\$ 2,700
DIRECT EXPENSES =	\$ 164,450

LABOR SUMMARY	
Engineering Expenses =	\$ 157,000
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 44,688
Administrative Expenses =	\$ 1,120
TOTAL LABOR EXPENSES =	\$ 202,808

TOTAL EXPENSES =	\$ 367,258
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Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



VILLAGE OF HUNTLEY WELL #12 - LOCATIONS - OPTION #1

Well #12 Location Option 1

Village Boundary



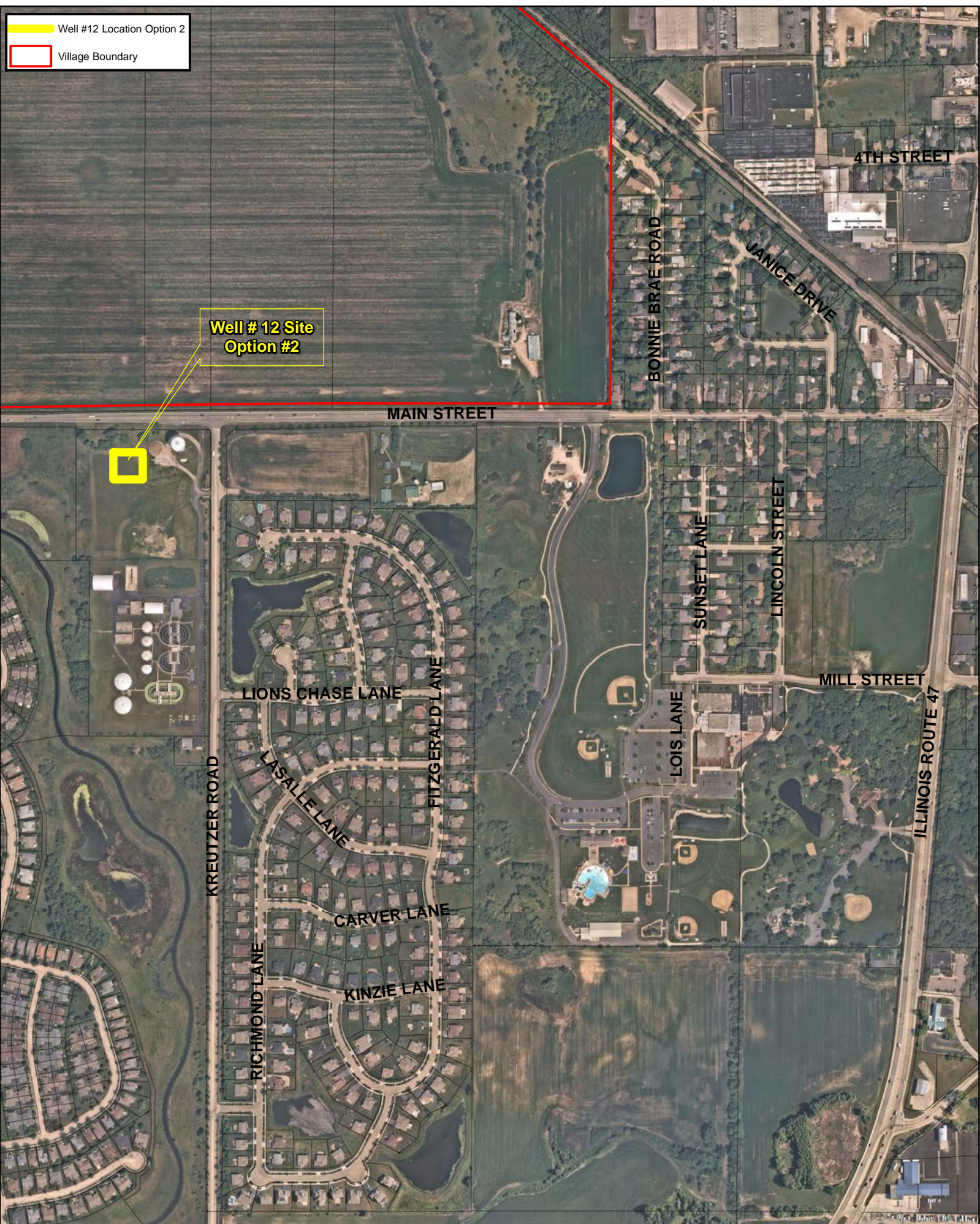


VILLAGE OF HUNTLEY WELL #12 - LOCATIONS - OPTION #2

Well #12 Location Option 2

Village Boundary

Well # 12 Site
Option #2



RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS FOR DESIGN ENGINEERING SERVICES FOR WELL NO. 12 AND WATER TREATMENT PLANT

Resolution (R)2021-09.xx

Engineering Enterprises, Inc.

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village has received Proposals from Engineering Enterprises, Inc. for Professional Design Engineering Services for Well No.12 and Water Treatment Plant; and

WHEREAS, the approved FY21 Budget shall require an amendment to include funding for the Design Engineering Services for the Well No.12 and Water Treatment Plant; and

WHEREAS, the Village of Huntley has reviewed the proposals submitted and determined that it is in the best interest to authorize a Professional Services Agreement with Engineering Enterprises, Inc. in the amount of \$33,089 for Design Engineering Services of Well No. 12 and \$367,258 for Design Engineering Services of the Well No. 12 Water Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley hereby approves Professional Services Agreements with Engineering Enterprises, Inc. in the amount of \$33,089 for Design Engineering Services of Well No. 12 and \$367,258 for Design Engineering Services of the Well No. 12 Water Treatment Plant.

SECTION II: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	Aye	Nay	Absent	Abstain
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September, 2021.

APPROVED:

ATTEST :

Timothy J. Hoeft, Village President

Rita McMahan, Village Clerk

**ORDINANCE APPROVING AN AMENDMENT TO THE FY21 BUDGET
IN THE AMOUNT OF \$387,647 FOR
DESIGN ENGINEERING SERVICES FOR WELL NO. 12 AND WATER TREATMENT PLANT**

Ordinance (O)2021-09.XX

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village has received proposals from Engineering Enterprises, Inc. (EEI) for Engineering Services for the Well No. 12 in an amount of \$33,089 and Well No. 12 Water Treatment Plant in the amount of \$354,558 and has approved Professional Services Agreements with EEI to complete this work, which requires an amendment to the FY21 Budget; and

WHEREAS, a budget amendment is required in the Water Capital Improvement and Equipment Fund, 515-00-00-8004 in the amount of \$387,647.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley hereby approves an amendment to the FY21 Budget, Water Capital Improvement and Equipment Fund, 515-00-00-8004 in the amount of \$387,647.

SECTION II: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September 2021.

APPROVED:

Timothy J. Hoeft, Village President

ATTEST :

Rita McMahan, Village Clerk

- Agenda Item:** **Consideration - 2021 Crack Sealing Program**
- i. **Approval of Payout Request No. 1 to SKC Construction, Inc. in the amount of \$73,988.38**
 - ii. **A Resolution Approving a Contract Change Order to SKC Construction, Inc. in the amount not to exceed \$20,000.00 to Crack Seal Sun City Neighborhoods 12, 15, and 16**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

On May 7, 2019, the Village of Cary received bids from two contractors for the Municipal Partnering Initiative (MPI) Crack Sealing Program. The MPI is a municipality-based buying initiative where agencies join forces to procure a wide range of public services in an effort to tap economies of scale. The Village of Cary was the lead MPI agency for this project and prepared the necessary contract bid documents. The Municipalities reserved the right to renew this contract for up to two additional one-year periods with 2021 being the third and final year.

Staff Analysis

On April 22, 2021, the Village Board approved a resolution awarding a contract to SKC Construction, Inc. for the Crack Seal Program in Wing Pointe, Huntley Meadows, and Sun City NH 12, 15, 16.

SKC Construction, Inc. has submitted the first payout request for the 2021 Crack Sealing Program. Village staff has reviewed the request and all is in order for approval of payout request No. 1.

Pay Request	Total Completed Work	Retention	Previous Payments	Amount Requested
#1	\$73,988.38	0.00	\$0.00	\$73,988.38

The areas targeted for the 2021 Crack Sealing Program were Wing Pointe, Huntley Meadows, and Sun City NH's 12, 15, and 16. The crack sealing quantities were higher than originally estimated in Wing Pointe and Huntley Meadows leaving the Sun City NH's 12, 15, and 16 to be completed.

Financial Impact

The FY21 Budget includes sufficient funds in the Streets Improvement and Roads & Bridges Fund, 420-00-00-8001 for the Crack Sealing Change Order mainly due to the favorable 2021 Street Improvement Program (Covington Subdivision) bid being more than \$250,000.00 under budget.

Legal Analysis

Final waivers and certified payroll information has been provided by SKC.

Action Requested

A motion by the Village Board for

- i. Approval of Payout Request No. 1 to SKC Construction, Inc. in the amount of \$73,988.38
- ii. A Resolution Approving a Contract Change Order to SKC Construction, Inc. in the amount not to exceed \$20,000.00 to Crack Seal Sun City Neighborhoods 12, 15, and 16

Exhibits

1. SKC Construction, Inc. invoice
2. Sun City NH's 12, 15, 16 Exhibit
3. Draft Resolution

SKC Construction, Inc.

P.O. Box 503
West Dundee, IL 60118

Phone (847)214-9800 Fax (847)214-9023

Customer ID 8199

Village of Huntley
10987 Main Street
Huntley, IL 60142

Phone (847)669-9600 Fax (847) -

Invoice# 9449

Date 09/13/2021 Page# 1

Job ID 2021094

Huntley Village 2021 Crackseal Project
Village of Huntley
Huntley, IL 60142

Description	Quantity	U/M	Price	Total
CRACK FILLING	172,066.00	LF	\$0.43	\$73,988.38

NET DUE 30 DAYS

Net Amount Due

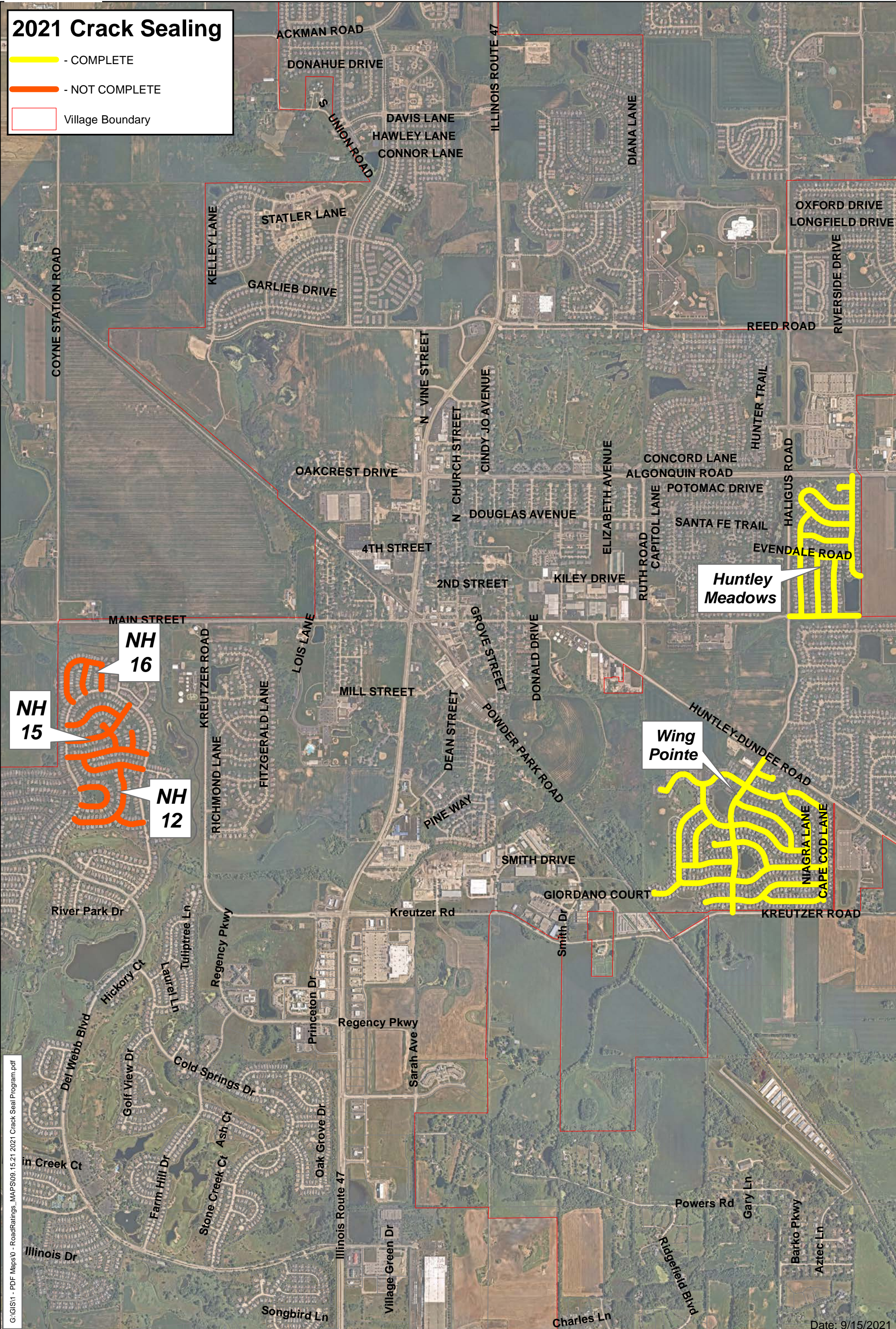
\$73,988.38



VILLAGE OF HUNTLEY 2021 CRACK SEAL PROGRAM

2021 Crack Sealing

- COMPLETE
- NOT COMPLETE
- Village Boundary



**RESOLUTION APPROVING A CONTRACT CHANGE ORDER
TO SKC CONSTRUCTION, INC. IN THE AMOUNT NOT TO EXCEED \$20,000.00
TO CRACK SEAL SUN CITY NEIGHBORHOODS 12, 15, AND 16**

Resolution (R)2021-09.xx

SKC Construction, Inc.

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Fiscal Year 2021 Annual Budget includes sufficient funds in the Streets Improvement and Roads & Bridges Fund, 420-00-00-8001 for the Crack Sealing Change Order due to the favorable 2021 Street Improvement Program (Covington Subdivision) bid being more than \$250,000.00 under budget; and

WHEREAS, the areas targeted for the 2021 Crack Sealing Program were Wing Pointe, Huntley Meadows, and Sun City NH's 12, 15, and 16; and

WHEREAS, the crack sealing quantities were higher than originally estimated in Wing Pointe and Huntley Meadows leaving the Sun City NH's 12, 15, and 16 to be completed; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to approve a change order to SKC Construction, Inc. for the Village of Huntley 2021 Crack Sealing Program in the amount not to exceed \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley hereby approves the change order to SKC Construction, Inc. for the 2021 Crack Sealing Program.

SECTION II: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 23rd day of September 2021.

APPROVED:

ATTEST:

Timothy J. Hoeft, Village President

Rita McMahan, Village Clerk

Agenda Item: **Consideration – Appointment of Dennis O’Leary to the Plan Commission**

Department: **Village Manager’s Office**

With the resignation of Robert Chandler from the Plan Commission, Mayor Hoeft recommends the appointment of Mr. Dennis O’Leary to the Plan Commission to complete the remaining term. The term of office would run through April 2023, which is the expiration date of Commissioner Chandler’s term.

Ordinance 2019-09.58 Excerpt

SECTION III: Section 156.201, entitled “Plan Commission” of Article XVI, entitled “Zoning Administration and Enforcement,” of Chapter 156, entitled “Zoning Code,” of Title XV, entitled “Land Usage” of the Huntley Code is hereby amended in part as follows:

(A) *Established.*

- (1) *Creation; Membership.* The Plan Commission shall consist of seven members appointed by the President and the Board of Trustees, voting jointly. All commissioners shall be residents of the Village of Huntley. The members appointed by the President and Board of Trustees shall serve, respectively, for the following terms: one for one year, one for two years, one for three years, one for four years, one for five years, one for six years, and one for seven years and until their successors have been appointed and qualified for office. A vacancy that may occur shall be filled for the balance of the unexpired term by appointment of the President, with the advice and consent of the Board of Trustees. All appointments of successors upon the expiration of any term of any member shall be for a period of five years and until a successor has been appointed and has qualified for office. During their term of office, the members of the Plan Commission shall serve concurrently as members of the Zoning Board of Appeals in accordance with § 156.202. The resignation or removal of any member serving concurrently on the Plan Commission and Zoning Board of Appeals shall be deemed a resignation or removal, as the case may be, from both such bodies. A member shall be eligible for reappointment.

Action Requested

A motion of the Village Board appointing Dennis O’Leary to the Plan Commission to complete the term of Robert Chandler.

Agenda Item: **Consideration – Appointment of Jeff Peterson to the Plan Commission**

Department: **Village Manager's Office**

With the resignation of Darci Chandler from the Plan Commission, Mayor Hoeft recommends the appointment of Mr. Jeff Peterson to the Plan Commission to complete the remaining term. The term of office would run through April 2027, which is the expiration date of Commissioner Chandler's term.

Ordinance 2019-09.58 Excerpt

SECTION III: Section 156.201, entitled "Plan Commission" of Article XVI, entitled "Zoning Administration and Enforcement," of Chapter 156, entitled "Zoning Code," of Title XV, entitled "Land Usage" of the Huntley Code is hereby amended in part as follows:

(A) *Established.*

- (1) *Creation; Membership.* The Plan Commission shall consist of seven members appointed by the President and the Board of Trustees, voting jointly. All commissioners shall be residents of the Village of Huntley. The members appointed by the President and Board of Trustees shall serve, respectively, for the following terms: one for one year, one for two years, one for three years, one for four years, one for five years, one for six years, and one for seven years and until their successors have been appointed and qualified for office. A vacancy that may occur shall be filled for the balance of the unexpired term by appointment of the President, with the advice and consent of the Board of Trustees. All appointments of successors upon the expiration of any term of any member shall be for a period of five years and until a successor has been appointed and has qualified for office. During their term of office, the members of the Plan Commission shall serve concurrently as members of the Zoning Board of Appeals in accordance with § 156.202. The resignation or removal of any member serving concurrently on the Plan Commission and Zoning Board of Appeals shall be deemed a resignation or removal, as the case may be, from both such bodies. A member shall be eligible for reappointment.

Action Requested

A motion of the Village Board appointing Jeff Peterson to the Plan Commission to complete the term of Darci Chandler.