

**Village of Kirkland  
Kirkland, Illinois 60146  
Board of Trustees Regular Meeting  
Monday, November 1, 2021**

**OFFICIAL MINUTES**

- I. **Call to Order** – Trustee Chambers called the Board of Trustee Regular meeting to order at 7:02 P.M.
- II. **Roll call** - Members answering present as follows: Trustee Michener, Trustee Benes, Trustee Chambers, Trustee Marshall and Trustee Fruit. Trustee Ziegler is absent.  
  
Trustee Fruit made a motion to appoint Trustee Chambers as the Temporary Chair in President Block's absence with a 2<sup>nd</sup> made by Trustee Michener. On a roll call vote Trustees Benes, Chambers, Marshall, Fruit and Michener voted yes. Trustee Ziegler is absent. Motion carried.
- III. **Pledge of Allegiance** – Trustee Chambers led us in the Pledge of Allegiance.
- IV. **Comments from the Audience** – Joe McClintock on behalf of the Chamber Newsletter explained that in the upcoming newsletters there will be a place for the Village to put in any upcoming events or any information that the Village would like to get out to everyone.
- V. **Approval of Minutes** – Trustee Chambers asked for a motion to approve the Regular Board Meeting Minutes for Monday, October 4, 2021. Trustee Benes made a motion to approve the Monday October 4, 2021 Regular Board Meeting Minutes with a 2<sup>nd</sup> by Trustee Fruit. All in favor. Motion carried.
- VI. **Approval of Warrant** – Trustee Chambers asked for a motion to approve the Warrant in the amount of \$123,056.52. Trustee Fruit made a motion to approve the Warrant in the amount of \$123,056.52 with a 2<sup>nd</sup> by Trustee Chambers. On a roll call vote Trustees Chambers, Marshall, Fruit, Michener and Benes voted yes. Trustee Ziegler is absent. Motion carried.
- VII. **Guest Speaker** – None
- VIII. **Reports** -
  - a. **Police Report** – Chief Davenport gave his Oct. 2021 Police Report - please see attached.
  - b. **Public Works** – Dale Miller gave the Oct. 2021 Village of Kirkland Public Works Report – please see attached.
  - c. **Committee Report**-
    1. Police Committee – Nothing to report
    2. Ordinance Committee – Nothing to report
    3. Finance Committee – Nothing to report
    4. Water & Sewer – Nothing to report
    5. Streets & Alley & Parks Committee – Nothing to report
    6. Economic Development Committee – Nothing to report
- IX. **Unfinished Business** –
  - a. **Discussion/Approval of Fehr Graham to provide Engineering Services for Kirkland Public Service Lot** – Dale explained the need to have Fehr Graham provide Engineering Service for the

new Public Service Lot Site Design to get it ready to build the new Public Streets Building as well as the salt storage building. After much discussion, Trustee Fruit made a motion to postpone the approval of Fehr Graham to provide Engineering Services for Kirkland Public Service Lot until the next board meeting, 2<sup>nd</sup> made by Trustee Chambers. On a roll call vote Trustees Marshall, Fruit, Michener, Benes and Chambers voted yes. Trustee Ziegler is absent. Motion carried.

- b. Update on Village of Kirkland Sidewalk Program for 2021 – Dale informed the board that the Sidewalk Program for 2021 was complete as of November 1, 2021.

**X. New Business –**

- a. Discussion of Village of Kirkland 2020 Census – Received the 2020 Census with the total of 1650 in the Village of Kirkland.
- b. Discussion of Village of Kirkland 2021 Levy – Trustee Chambers asked for the motion to approve the 2021 Tax Levy Estimate at \$249,274.82. Trustee Benes made a motion to approve the 2021 Tax Levy Estimate at \$249,274.82 with 2<sup>nd</sup> made by Trustee Marshall. On a roll call vote Trustees Chambers, Marshall, Fruit, Michener and Benes voted yes. Trustee Ziegler is absent. Motion carried.
- c. Discussion/Approval of Village of Kirkland Network Cabling, Routing of Modem and Server to Storage Room, Install and Terminate Wall Units and Install new Firewall/Security Suite from Pines Computer – After some discussion, Trustee Michener made a motion of Approval of Village of Kirkland Network Cabling, Routing of Modem and Server to Storage Room, Install and Terminate Wall Units and Install new Firewall/Security Suite from Pines Computer Quote # 1189 for \$3170.80 and Quote #1191 for \$1558.00 with a 2<sup>nd</sup> by Trustee Fruit. On a Roll call vote Trustees Michener, Benes, Chambers, Marshall and Fruit voted yes. Trustee Ziegler is absent. Motion carried.
- d. Discussion/Approval of new Handheld Water Meter Reader and Docking Station – Trustee Chambers asked for a motion for approval of a new Handheld Water Meter Reader and Docking Station in the amount of \$6250.00. Trustee Fruit made a motion for the approval of new Handheld Water Meter Reader and Docking Station in the amount of \$6250.00 with a 2<sup>nd</sup> by Trustee Michener. On a roll call vote Trustees Michener, Benes, Chamber, Marshall and Fruit voted – yes. Trustee Ziegler is absent. Motion carried.
- e. Discussion of Village of Kirkland 2022 Street Project via Bond Procurement Funds – Jeff Jacobson stated that for the past month or so now, the Village President and him have been talking about the older part of town with regards to the roads being in rough shape. They are trying to look at ways that they could speed up the road replacement program. It is very expensive and only going to go higher with the price of gas going up. One of they ways they are looking at taking care of the roads is by doing larger projects and utilize financing. It is going to be disruptive but once it is done you should not have to touch these roads for 20 years other than standard maintenance. One of the ways to tackle the financing is Debt Certificate Financing or Bond Financing. They meet with an Attorney that handles Debt Certificate Financing and found that with rate like they are this is cheaper because they do not have put bonds out for bid. Phase 1 is projected to be a a 2-mile project. We are going to have a mid-month Board Meeting and will have the attorney come in and explain everything to you.
- f. Discussion/Approval of Kirkland Street Survey for proposed 2022 Street Project – Jeff Jacobson explained that this is to go thru the entire part of town to start Surveying the 2022 Street Project before we get snow. This will all be presented at the mid-month meeting and all your questions can be answered. Trustee Chambers asked for a motion for the Approval of Kirkland Street Survey for proposed 2022 Street Project in the amount of \$25,250.00. Trustee Fruit

made a motion for the Approval of Kirkland Street Survey for proposed 2022 Street Project in the amount of \$25,250.00 with a 2<sup>nd</sup> by Trustee Marshall. On a roll call vote Trustees Benes, Chambers, Marshall, Fruit and Michener voted yes. Trustee Ziegler is absent. Motion carried.

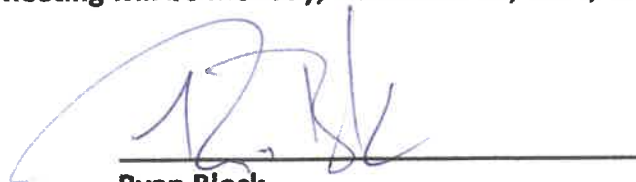
- g. Discussion/Approval of DUI Enforcement Equipment utilizing Kirkland Police DUI Funds – Chief Davenport asked to use DUI funds to purchase DUI Equipment in the amount of \$900.00. Trustee Benes made a motion for the approval of DUI Enforcement Equipment utilizing Kirkland Police DUI Funds in the amount not to exceed \$900.00 with a 2<sup>nd</sup> by Trustee Michener. On a roll call vote Trustees Chambers, Marshall, Fruit, Michener and Benes voted yes. Trustee Ziegler is absent. Motion carried.
- h. Discussion/Approval of Speed Monitor Systems via Police Grant Funding – Chief Davenport gave an update on the grant that was received to purchase Speed Monitor Systems. Trustee Chambers asked for a motion for the approval of Speed Monitor Systems via Police Grant Funding. Trustee Michener made a motion for the Approval of Speed Monitor Systems via Police Grant Funding with a 2<sup>nd</sup> by Trustee Chambers. On a roll call vote Trustees Marshall, Fruit, Michener, Benes and Chambers voted yes. Trustee Ziegler is absent. Motion carried.
- i. Discussion/Approval of Sump Pump Purchase and Installation at 702 Prospect Ave per IDNR/FEMA Requirements – Trustee Chambers asked for a motion to postpone the approval of Sump Pump Purchase and Installation at 702 Prospect Ave per IDNR/FEMA Requirements until the next board meeting. Trustee Fruit made a motion to postpone the approval of Sump Pump Purchase and Installation at 702 Prospect Ave per IDNR/FEMA Requirements until the next board meeting with a 2<sup>nd</sup> made by Trustee Chambers. On a roll call vote Trustees Fruit, Michener, Benes, Chambers and Marshall voted yes. Trustee Ziegler is absent. Motion carried.
- j. Discussion/Approval of contraction for Altorfer CAT to provide Scheduled Maintenance for CAT Skid Steer Loader – Trustee Chambers asked for a motion to postpone the approval of contraction for Altorfer CAT to provide Scheduled Maintenance for CAT Skid Steer Loader. Trustee Fruit made a motion to postpone the approval of contraction for Altorfer CAT to provide Scheduled Maintenance for CAT Skid Steer Loader with a 2<sup>nd</sup> by Trustee Michener. On a roll call vote Trustees Michener, Benes, Chambers, Marshall and Fruit voted yes. Trustee Ziegler is absent. Motion carried.
- k. Discussion /Approval of Kirkland Public Works Expenditures for November 2021 – Trustee Chambers asked for a motion for the Approval of Kirkland Public Works Expenditures for November 2021. Trustee Michener made Approval of Kirkland Public Works Expenditures for November 2021 with a 2<sup>nd</sup> by Trustee Benes. On a roll call vote Trustees Michener, Benes, Chambers, Marshall and Fruit. Trustee Ziegler is absent. Motion carried.

- XI. **Adjournment** – At 9:24 P.M., Trustee Chambers asked for a motion to adjourn. Trustee Chambers made a motion to adjourn with a 2<sup>nd</sup> by Trustee Benes. On a voice call vote all in favor. Meeting adjourned.

**Next Board of Trustees Regular Meeting will be Monday, November 15, 2021, at 7:00 P.M.**



Carol Stiegman  
Village Clerk



Ryan Block  
Village President



# Kirkland Police Department

511 West Main Street, P.O. Box 550

Phone: 815-522-3315

Fax: 815-522-9989

Chief Adam Davenport



11/01/2021

## Village Board Meeting 7:00pm Kirkland Village Hall Monthly Police Report October 2021

- 1.) The Kirkland Police Handled twenty-nine (29) reportable calls and one hundred and twenty-six (126) reportable activities for the month of October.
- 2.) Part-time Police Officer Recruits Status Update  
Ofc. Maggio—was injured outside of work admitted to ICU but has since returned and is back on track  
Ofc. Nance—no changes
- 3.) The Kirkland Police Department assisted Sycamore with Pumpkin Fest 2021 as part of Mutual Aid
- 4.) Halloween 2021 Report—Minimal activity, KPD gave out lots of candy and had multiple Officers out on the street during the trick or treating hours. Thank you to the local youth for being so well behaved!
- 5.) Raccoon calls weekly---be advised there has been a distemper outbreak in this area. Make sure children are made aware to stay away. Make sure your pets are vaccinated for distemper and rabies. You can call animal control but they typically want the animal to wander back into the woods and die off. Unless the animal is a threat, KPD and DCSO Animal Control are not able to do much.

## Village of Kirkland Public Works Report for October 2021

### Tasks and Projects under construction or completed:

- Several Compromised Trees removed in Pioneer Park after storms.
- Limb Clean Up in Pioneer Park after Storm Damage.
- Continued grading and clean up at the New Kirkland Public Services Lot after Contractor Truck Drivers dumping in area already completed causing several hundred yards of soil to be relocated.
- Storm Sewer Inlet installed at the corner of 3<sup>rd</sup> St. and Prairie St. along with one new Culvert and flared end section under the new sidewalk.
- Contractor (R.T. Erickson) completed over a block of sidewalk on the west side of 3<sup>rd</sup> Street between Prairie St. and Benham St. Currently working on restoration.
- Public Works working on spreading asphalt grindings on Old Hortense Drive. The grinding quality was terrible and caused Public Works extra days of sorting out lumps and hauling them to Curran Inc. in Dekalb. We are currently still grading and cleaning up the mess from the spreading of the grindings. Franklin Township Loaned us the Road Grader and we paid the operator to help spread and grade the road.
- Completed Installation of Seasonal Color Fall Mums by Kirkland Signs.
- Mulched Flower Beds around Kirkland Signs as well as Behnke Park Sign.
- Broke all stockpiled concrete as well as concrete from the 3<sup>rd</sup> St. sidewalk replacement, into acceptable size according to IDNR regulations for Rip Rap placement at the WWTP.
- Disposed of more logs and wood at the WWTP.
- Readied all surplus Equipment for disposal auction.
- Water Meter Replacement Program continues.
- Wagner Excavating replaced 1 B Box on 3<sup>rd</sup> St. for the sidewalk replacement.
- Several B boxed found and repaired along the sidewalk replacement on 3<sup>rd</sup> St.
- Continued investigating contractors, suppliers, and pricing for Buildings at the new Public Services Building Lot.
- Continued compiling lists of stumps to be ground after the Downtown Speakers are wired for Christmas Decorations.
- Continued compiling lists of sidewalks to be replaced Spring of 2022 directly after adoption of the New Budget for the 2021-2022 Budget Year.
- Flushed Hydrants
- Began winterizing pumps and Sprayers.
- Street Swept one time. Main Street and Old Section of town for initial leaf pick up.

### Primary Tasks that will take priority as good weather allows:

- Spread Geo-textile and CA-6 crushed limestone in the new Public Services Building area that the Hoop Structures will be erected for salt and material storage.
- Wire new Speakers in the Downtown area. Try to replace as many GFI outlets as possible....time and weather allowing.

- Winterize the Street Sweeper as well as all pumps and Sprayers.
- Install 4<sup>th</sup>. Street Drainage Culverts at the west side of 4<sup>th</sup>. Street at the corner of 4<sup>th</sup> St. and Hortense.
- If an area of the gravel lot at the New Kirkland Public Service Lot is asphalted Public Works will begin constructing the Concrete Block Bases for the Hoop Structures for Salt and Material storage. This is all dependent upon asphaltting the gravel area. Once the blocks are placed Public Works can construct the Hoop Structures.

Village of Kirkland Appropriations for November 2021

1. Skeleton Bucket for Skid loaders..... Line Item # 01-003-005-5002....or.....	
# 60-001-002-1020.....	\$ 2,100.00
2. XP-30 8' Snow Pusher For Skid Loaders..... Line Item # 01-003-005-5002....or ??.....	\$2,500.00
3. Gravel For the New Kirkland Public Services Lot Phase 1.Line Item # 60-001-002-1020..	\$ 7,455.00
4. Rental of a smooth Drum Vibratory Roller.....Line Item # 60-001-002-1020.....	\$ 800.00
5. Reimbursement to Franklin Township for Truck Driver Labor.....Line Item # 60-001-002-1020.....	Approx..\$1,800.00
6. Curb Cutting Curb Entrances at Lot on Brennan Drive...Line Item # 60-001-002-1020....	\$ 3,500.00
7. Payment to R.T. Erikson Builders for sidewalk construction on 3 <sup>rd</sup> . St...Line Items # 01-003-002-5240 and # 20-001-001-5650.....	\$19,480.00
 Total Public Works Appropriations for November 2021.....	 \$ 37,635.00

### Old Business

1. Discussion of engaging Fehr Graham to provide Engineering Services for Development of the New Kirkland Public Services Lot Grading, Development, Layout, and Building Specs. If agreeable approve services to the amount of services decided upon.
2. Update of Sidewalk Program. Completed....Payment Due to R.T. Erickson...\$ 19,480.00
3. Lot Update.

### New Business

1. Discussion of Contracting Altorfer Equipment Company ( CAT) to provide scheduled maintenance including Oil Sampling for the new Cat Skid Loader for the duration of the lease.

## Dale Miller

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**From:** Claudia Tonelli <Claudia.Tonelli@Altorfer.com>  
**Sent:** Monday, October 25, 2021 11:08 PM  
**To:** Dale Miller  
**Subject:** Skeleton Bucket

Dale,

The price for the 79" Skeleton bucket like below is \$2,100.

Let me know if that works for you otherwise they have 87" and 94" sizes too.



**Claudia Tonelli**  
**Machine Sales Representative, Construction Products**  
1030 E. Main Street | East Dundee, IL 60118  
Cell: 630-360-0979 | Fax: 630-559-8433  
[claudia.tonelli@altorfer.com](mailto:claudia.tonelli@altorfer.com)

*Hablo espanol*



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### 8' XP30 snow pusher with pullback bar FREE SHIPPING-RTR

Condition: New

Quantity:  More than 10 available / 7 sold

Price: **US \$2,500.00**  
*\$112 for 24 months with PayPal Credit\**

Buy It Now

Add to cart

Make Offer

Add to Watchlist

**Seller info for expressteel**  
99.5% Positive  
Save this  
Contact seller  
Visit store  
See other items

Best Offer:

**Free shipping** Ships from United States 12 watchers

Shipping: **FREE Flat Rate Freight** | See details  
Located in: Martinsville, Indiana, United States

Delivery: Varies

Returns: 14 day returns. Buyer pays for return shipping | See details

Payments:

See details

**PayPal CREDIT**

\*\$112 for 24 months. Minimum purchase required. | See terms and apply now

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(Not eligible for eBay purchase protection programs)

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**FREE SHIPPING**



10' XP30 with pullback bar snow pusher boxes skid ste...

New **\$2,900.00**

Free shipping Seller 99.5% positive

**FREE SHIPPING**



7' XP24 pullback snow pusher skid steer Bobcat Case...

New **\$2,200.00**

Free shipping Seller 99.5% positive

**FREE SHIPPING**



10' XP30 Snow pusher boxes skid steer Bobcat quick attach...

New **\$2,400.00**

Free shipping **24 sold**

**FREE SHIPPING**



6' XP24 pullback snow pusher FREE SHIPPING skidsteer...

New **\$2,050.00**

Free shipping Seller 99.5% positive



6' XP30 Snow pusher skid steer Bobcat FRE

New **\$1,850.00**

Free shipping Seller 99.5% positive

## Dale Miller

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**From:** Jenkins Iron & Steel <sales@jenkinsironandsteel.com>  
**Sent:** Thursday, October 28, 2021 4:11 PM  
**To:** Dale Miller  
**Subject:** Jenkins Quote Request  
**Attachments:** Jenkins-Customer-Catalog-US.pdf

Thank you so much for requesting a quote from us and giving us the opportunity to earn your business! We have attached the quote for the attachment/s you requested below and we have also included a full price list of all of the attachments we currently offer!

### Pricing on selected products:

**Snow Pusher**  
Size: 8'  
Retail: \$2450  
**Delivered to your door!**



Options:

Back Drag: \$450  
High Volume Screen: \$450

These prices are for attachments with the standard skid steer quick attach hook up; if you have something different (such as a tractor loader) prices may vary so please call us with the loader model number and we can give you an accurate quote.

Jenkins Iron is a family owned and operated commercial attachment manufacturer making customer service our utmost priority. We also believe in great communication so we take all orders person to person over the phone, ensuring you are getting the correct attachment for your application as well as the correct size and hook up for your machine. Please do not hesitate to call us if you have any questions or to place an order!

Thanks,  
Jenkins Iron and Steel Inc.  
855-732-3843  
[www.jenkinsironandsteel.com](http://www.jenkinsironandsteel.com)

[Feedback on...](#)

**Seller's other items**  
Sponsored

**FREE SHIPPING**



10' XP30 with pullback bar snow pusher boxes skid ste...

New  
**\$2,900.00**

Free shipping  
Seller 99.5% positive

**FREE SHIPPING**



8' XP30 CAT YELLOW SNOW PUSHER PULLBACK...

New  
**\$2,775.00**

Free shipping  
Seller 99.5% positive

**FREE SHIPPING**



8' SNOW PUSHER BOX SKID STEER SNOW PLOW KUBOTA...

New  
**\$2,100.00**

Free shipping  
**56 sold**

**FREE SHIPPING**



10' XP30 Snow pusher boxes skid steer Bobcat quick attach...

New  
**\$2,400.00**

Free shipping  
**24 sold**

**FREE SHIPPING**



7' SNOW PUSHER BOX SKID STEER BOBCAT KUBO...

New  
**\$2,000.00**

Free shipping  
Seller 99.5% positive

[Description](#)   [Shipping and payments](#)

eBay item number: **283697906615**

Seller assumes all responsibility for this listing.

Last updated on Oct 20, 2021 07:42:36 PDT [View all revisions](#)

**Item specifics**

Condition:	New: A brand-new, unused, unopened, undamaged item in its original packaging (where packaging is ... <a href="#">Read more</a>	Model:	8' pullback snow pusher
Modified Item:	No	Custom Bundle:	No
Non-Domestic Product:	No	Weight:	730
Recommended Horespower:	35+	MPN:	Does Not Apply
Make:	XP Snow Pusher	UPC:	Does not apply

**Express Steel**  
[expresssteel \(2946\)](#) ★ 99.5%

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# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

October 27, 2021

Mr. Ryan Block  
Village President  
Village of Kirkland  
511 West Main Street  
Kirkland, Illinois 60146

**RE: Public Works Civil Site Design - Brennan Drive Facility  
Proposed Scope Amendment**

Dear Village President Block:

Fehr Graham is pleased to present you with the following proposal for professional services as they relate to the above-referenced project located in Kirkland, Illinois.

It is our understanding that the Village of Kirkland is looking to relocate its existing Public Works department office and equipment from the existing water treatment plant site to the newly acquired 2.5-acre site on Brennan Drive. The intent of the project is for a Morton-style building to be constructed that contains a new public works office and room for equipment storage and maintenance. Also on the site will be storage for the Village's salt supply and other materials as the Village sees fit. The Village has also indicated that they would like to increase the buildable footprint of the lot by the possible modification of the existing detention pond and providing compensatory storage on the site to be approved by the United States Army Corps and Illinois Department of Natural Resources.

With this understanding, Fehr Graham is proposing to complete a civil site design for the site including the analysis and design of stormwater management that will increase the buildable area of the lot.

## **SCOPE OF SERVICES**

### **Topographic Survey**

A topographic survey of the proposed location will be completed and include all existing improvements along with one-foot contours, spot elevations, inverts of any existing storm structures, dripline of trees, and setting a permanent benchmark on the site. All visible utilities will be located as part of this survey. Due to the proposed location of the arena building, no boundary survey work is anticipated to be required as part of this proposal. Upon completion of the plans, it is not recommended that the Village of Kirkland complete any modifications to the site by cutting or filling materials to avoid quantity discrepancies for contractor bidding and construction.

### **Civil Site Design**

Using the topographic survey information performed by Fehr Graham, Fehr Graham will prepare the following Final Engineering Design Drawings:

- Preparation of Final Engineering Plans necessary to satisfy the permitting requirements of DeKalb County and the United States Army Corps of Engineers and the Illinois Department of Natural Resources, as well as facilitate construction through the preparation of:
  - Removal Plan
    - ◆ Overall site removal design indicating existing structure locations, pavements, and vegetation that needs to be removed to construct the site.

October 27, 2021

Mr. Ryan Block - Village of Kirkland

Proposed Scope Amendment - Public Works Facility - Brennan Drive Site

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- Site Grading and Drainage Plan
  - ◆ Overall site grading design indicating existing and proposed contour elevations, as well as proposed spot elevations.
  - ◆ Storm sewer design and computation data, storm sewer structure design, and schedule for the site, as well as construction details as required.
- Site Utilities Plan
  - ◆ Site plan for water service with connection details to existing infrastructure.
  - ◆ Site plan and profile for sanitary service with connection details to existing infrastructure.
- Site Paving Plan
  - ◆ Pavement design and typical section details as necessary for the parking lot area for the site as well as a pad for salt storage.
- Soil Erosion/Sedimentation Control Plan
  - ◆ Details and specifications relating to the work depicted in these drawings.
  - ◆ NOI & SWPPP for erosion control on site during construction.
- Landscape Architecture Plans
  - ◆ Detailed Landscape plans and any necessary detail drawings for the site.
- Geotechnical Services
  - ◆ Fehr Graham will subcontract geotechnical services to obtain soil borings on the site as needed for design and analysis.

#### **Stormwater Management Design & Permitting**

Fehr Graham will analyze the adequacy of the existing stormwater detention on the site. The goal will be to design a proposed improvement that meets the needs of the Village by maximizing the buildable area on the site by filling areas of the floodplain and replacing those filled areas with compensatory storage at other locations on the site. This will require a joint USACE/IDNR permit and approval prior to work taking place. Please note that this process can take upwards of 12 months from start to final approval.

#### **EXCLUSIONS**

The following items are **not** included in the scope of services proposed here within:

- Stormwater modeling with HEC-RAS and/or other detailed hydraulic analysis and studies required by IDNR/USCOE
- Architectural Building Design.
- Tree Protection and Preservation Plan.
- Utility service design and coordination outside of water & sewer.
- Lighting Plans.
- Irrigation Plan.
- Platting.

October 27, 2021

Mr. Ryan Block - Village of Kirkland

Proposed Scope Amendment - Public Works Facility - Brennan Drive Site

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- IDOT Utility and Highway Access Permits.
- Environmental Impact Studies.
- Construction management.
- Permit fees.
- Boundary Survey (already completed by Fehr Graham).
- Construction staking. Fehr Graham would propose a unique solution to help eliminate the frequently encountered conflicts between developer, contractor and surveyor associated with contractor's requests for re-staking.
- Construction observation services.
- As-Built survey.

Any of the above services can be performed as an additional cost to the project upon request.

### FEES

Based on the information available at this time, we are prepared to provide these services on the proposed fee schedule below:

#### Fixed Fee Services

Civil Engineering Site Design & Survey	\$15,000
Landscape Architecture	\$4,500
Stormwater Management Design	\$10,500
Geotechnical Services	\$8,000
Bidding Services	\$3,500
<b>Fixed Fee Services Total</b>	<b>\$41,500</b>

#### Time & Materials Services

Permitting with State/Federal Agencies	\$10,000
<b>Time &amp; Materials Services Total</b>	<b>\$10,000</b>

**Total Project Cost      \$51,500**

Payment for the services rendered will be requested via an invoice prepared monthly.

### AUTHORIZATION

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. If acceptable, please sign and return a copy of the enclosed agreement for professional services.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

  
Jason Stoll, PE  
Principal/Branch Manager

JJ:ted

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

## AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Ryan Block  
Village of Kirkland  
511 West Main Street  
P.O. Box 550  
Kirkland, IL 60146

### Description of Services:

#### Village of Kirkland - Public Works Civil Site Design Brennan Drive Facility

Fehr Graham will provide professional services as related to Civil Site Design for the Public Works Brennan Drive Facility as detailed in our proposal letter dated October 27, 2021.

### COST:

The fixed fee for performing the above services is:

#### **Fixed Fee Services**

Civil Engineering Site Design & Survey	\$15,000
Landscape Architecture	\$ 4,500
Stormwater Management Design	\$10,500
Geotechnical Services	\$ 8,000
<u>Bidding Services</u>	<u>\$ 3,500</u>
<b>Fixed Fee Services Total</b>	<b>\$41,500</b>

#### **Time & Materials Services**

<u>Permitting with State/Federal Agencies</u>	<u>\$10,000</u>
<b>Time &amp; Materials Services Total</b>	<b>\$10,000</b>

**Total Project Cost \$51,500**

The attached General Conditions are incorporated into and made a part of this Agreement.

### ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

CONSULTANT:

Signature \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name Jason T. Stoll

Title \_\_\_\_\_

Title Principal

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

Date Proposed October 27, 2021

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.
8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.



Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

## Dale Miller

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**From:** AMY & MIKE KERNS <ac.kerns@comcast.net>  
**Sent:** Thursday, October 28, 2021 10:44 AM  
**To:** Dale Miller  
**Subject:** Municipality Architect

Good Morning Dale:

I wanted to pass along an architect that specializes in municipality structures - more specifically police stations and fire stations. They are located in Itasca, IL and their contact information is below:

Williams Architect  
**Itasca, IL – Headquarters**  
500 Park Boulevard, Suite 800  
Itasca, Illinois 60143  
630.221.1212

The gal that I spoke to over there actually is a former classmate of mine and her name is Natalie Clemens. She said that she would be more than happy to speak with the village regarding the police station building and developing an RFP.

I thought this may be helpful.

Have a great day,

Jen Heal  
AM Kerns Construction  
815-970-6013



# R-T Ericson Builders

# Invoice

*My Reputation is My Future*

716 Reynolds Road, Sycamore IL, 60178

P: (815)895-3139 C: (815)739-1867

Email: rick61961@comcast.net

**Invoice No.**-5421

**Date:**10/27/21

<b>To:</b>
Village of Kirkland (sidewalk replacement program 2021)

Item/Labor:	Cost:
Tore-out 530 linear ft. of 4' concrete sidewalk	
Applied a compacted ca6 gravel base	
Repoured sidewalk 4to 4.5" thick 6" thick though driveways	
installed 5 ada mats, pinned, rebar and expansion there needed	
Backfill and grass seeded	
All materials and labor included	
<b>TOTAL:</b>	19,480.00

**Acceptance of Proposal:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance must be made within 14 days.

Signature:  Date: 10/27/21  
 Rick Ericson Date

Thank you for your business!