

**COMMITTEE OF THE WHOLE**  
**OCTOBER 10, 2023**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:30 P.M.**

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

AGENDA

1. **Roll Call** – Establish a Quorum
2. **Public Comment** – Audience Participation  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
3. **Community Development**
  - A. Consider a Special Event License for the Algonquin Aces' Jack-O-Lantern Jamboree Tournament at Presidential and Algonquin Lakes fields on October 21 and 23, 2023
  - B. Consider a Special Use Permit for 123 Learning Center Daycare at 2651 W Algonquin Road
  - C. Consider a Final Planned Development and Issuance of a Special Use Permit for Open Air Dining and a Drive-Through for a Two Tenant Building on Lot 3 of the Enclave
  - D. Consider a Grant of Easement and Vacation for the Enclave
  - E. Consider a Predevelopment Agreement for the Algonquin State Bank Location
  - F. Presentation – Aspen Woods on the Fox
4. **General Administration**
  - A. Consider an Ordinance Limiting the Number of Video Gaming Machines per Establishment
  - B. Consider an Agreement with KayTech Coverage Solutions for the Waste Water Treatment Facility Cellular In-Building Repeater Upgrade
  - C. Consider the Third Addendum to the Push Tax Tolling Agreement
5. **Public Works & Safety**
  - A. Consider an Agreement with D Ryan Tree and Landscape Services for the Annual Tree Trimming Program (2023-24, 2024-25, and 2025-26)
  - B. Consider an Agreement with H. Linden & Sons Sewer and Water for the Towne Park/Crystal Creek Watermain Crossing Project
  - C. Consider an Agreement with Christopher Burke Engineering for the Construction Oversight of the Towne Park/Crystal Creek Water Main Crossing Project
  - D. Consider an Agreement with H. Linden & Sons Sewer and Water for the Highland Avenue Water Main Improvement Project
  - E. Consider an Agreement with Christopher Burke Engineering for the Construction Oversight of the Highland Avenue Water Main Improvement Project
  - F. Consider Amending Section 12.09, Noxious Plants and Weeds, of the Algonquin Municipal Code
  - G. Consider an Agreement with Burke LLC for the Design Build of the Downtown Dry Utility Relocation Project
6. **Executive Session** (if needed)
7. **Other Business**
8. **Adjournment**



# Village of Algonquin

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

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	October 10, 2023
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP, Senior Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Aces Jack-O-Lantern Jamboree, October 21-22, 2023

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### **ACTION REQUESTED:**

Tony Minasola, on behalf of Algonquin Aces, is seeking approval of a Public Event/Entertainment License for the Algonquin Jack-O-Lantern Jamboree Tournament on October 21 & 22, 2023.

### **DISCUSSION:**

This is a non-profit event that will be held for the Girls Fast Pitch Softball Tournament at Algonquin Lakes Park and Presidential Park. In addition to requesting approval of a Public Event/Entertainment License, the applicant also requested a waiver of the \$100 Public Event license fee (\$50/day), waste removal by Public Works on Sunday, and mowing of the fields before the tournament. Also, the park bathrooms will be winterized before this tournament which will require the applicant to provide portable restrooms for the tournament.

### **RECOMMENDATION:**

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- Village Board has waived the Public Event License Fee of \$100.00. No other Village fees are waived with this permit approval;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- Food trucks will need to apply for a separate permit through the Village of Algonquin;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- The applicant will need to provide the appropriate number of portable bathrooms at each park.

### **ATTACHMENTS:**

- Public Event License Application



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

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

Please type or print legibly.

**Official Name of the Event:** Jack-O-Lantern Jamboree

**Sponsoring Organization:**

Name: AAYO/Algonquin Aces Contact Name: Tony Minasola

Address: PO Box 265

City, State, ZIP: Algonquin IL 60102

Phone: [REDACTED] Email: [REDACTED]

**Event Coordinator:**

Name: Tony Minasola

Home Address: [REDACTED]

City, State, ZIP: Algonquin IL 60102

Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: Girls Fast Pitch Softball Tournament Ages 11-14

\_\_\_\_\_

\_\_\_\_\_

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

No we have done this event for the last 2 years. \_\_\_\_\_

Event Address: Presidential Field and Algonquin Lakes Fields

Date(s) and Time(s) of the Event: October 21st and 22nd

Rain Date(s), if applicable: NA

Set-Up Date/Time: Set up on October 20th 12-5 PM

Maximum Number of Attendees/Participants Expected: Approx 150 at different times of day

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

How will the revenue be used (include donations to non-profit or charitable organizations): Any Funds Received

for hosting the event will go back to the Algonquin Aces Softball team to cover the cost of other tournaments, Uniforms, Umpires, etc. \_\_\_\_\_

\_\_\_\_\_

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

**Event Details:**

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

**Girls youth softball tournament so no need for additional security**

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

**overflow will be on side streets if needed**

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

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

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

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

Do you wish to serve alcoholic beverages? Yes  No

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

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



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

Waste removal would be needed at Algonquin Lakes, and Presidential Park on Sunday. Other than that if possible can we open the rest rooms if the weather is good? \_\_\_\_\_

Lastly if the fields can be mowed so they look good for the tournament that would be highly appreciated. \_\_\_\_\_

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

Name of on-site contact during the event (please print): Tony Minasola

On-site contact's cell number: \_\_\_\_\_

On-site contact's work number: \_\_\_\_\_

On-site contact's home number: \_\_\_\_\_

**Affidavit of Applicant:**

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

d organization, swear or affirm that the matters stated in the foregoing information for the purpose of requesting the Village of Algonquin to to obtain the permit applied for and agree to pay all fees, to meet all

Anthony Minasola  
Signature of Applicant

09/19/2023  
Date

Tony Minasola  
Printed Name of Applicant

## Indemnification, Waiver and Release

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

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

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

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

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

Permittee/  
Licensee: Algonquin Area Youth Organization/Algonquin Aces

Circle all  
that apply: Applicant Sponsor Organizer Promoter

By: Tony Minasola  
[Print] *Anthony Minasola*  
[Signature]

Date: 09/19/2023



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	October 10, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Issuance of a Special Use Permit to Allow 123 Learning Center Co to Operate a Daycare Center at 2651 West Algonquin Road

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### **ACTION REQUESTED:**

Marta Truskolaska, the “Petitioner” and attorney representing 123 Learning Center Co, submitted a Development Petition requesting a Special Use Permit to operate a daycare center at 2651 West Algonquin Road.

To operate a daycare center in the Village, a Special Use Permit is required to be issued by the Village Board. Special Use Permits to operate educational facilities have been issued for this property in the past, but the building has been vacant for at least six (6) months and therefore the issuance of a new Special Use Permit allowing the operation of a daycare center is required.

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

The Planning and Zoning Commission reviewed the request for a Special Use Permit at the September 11, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 6-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-18 and subject to staff’s recommended conditions. No public input was received during the Public Hearing for this case.

### **RECOMMENDATION:**

Staff recommends approval of the issuance of a Special Use Permit to allow a daycare center at 2651 West Algonquin Road, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-18, subject to the following conditions:

- a. All future tenant build-out plans shall be submitted for review and approval by the Community Development Department prior to any work being done in the tenant space. This includes, but is not limited to, alterations to the outdoor or indoor playgrounds;

- b. Any school bus or van used to transport students shall be parked so that it does not interfere with other tenants in the Winding Creek Center;
- c. Parents waiting for drop-off or pick-up shall park in the designated drop-off/pick-up lane or in a designated parking space. At no time shall a vehicle park, stop, or stand in the main access drive.

**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2023-18
- Exhibit B. September 11, 2023, Planning & Zoning Commission Minutes
- Exhibit C. Plat of Survey
- Exhibit D. Ordinance 2004-O-16
- Exhibit E. Ordinance 2018-O-11



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

Jason C. Shallcross, AICP  
Director of Community Development

Patrick M. Knapp, AICP  
Senior Planner

<b>CASE NUMBER:</b>	PZ-2023-18
<b>MEMO DATE:</b>	September 1, 2023
<b>PUBLIC HEARING DATE:</b>	September 11, 2023
<b>PROPERTY ADDRESS/LOCATION:</b>	2651 West Algonquin Road, Lot 2 of the Winding Creek Center
<b>APPLICANT/PROPERTY OWNER:</b>	Marta Truskolaska, Truskolaska Law, LLC / Wayne Hospitality Inc.

**Summary of Request**

Marta Truskolaska, the “Petitioner” and attorney for the future tenant, 123 Learning Center Co., at 2651 West Algonquin Road, the “Subject Property”, applied for a Special Use Permit to operate a Daycare Center in the building and playground, the “Request”, on Lot 2 of the Winding Creek Center, the “Subject Property”.

Location



Zoning/Future Land Use



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
B-2   General Retail Incorporated	Commercial Existing Dwelling	North: B-2   Shopping Center East: B-2   Stormwater Detention South: B-2   Stormwater Detention West: R-4   Multifamily Dwellings	0.95 ac

**Staff Recommendation Summary**

Staff supports the Petitioner’s request, subject to the conditions in this report, as the proposal meets the findings and satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.

**Approve**

**Deny**

**Approve with Conditions**

## Discussion of Staff Recommendation

### History of 2651 West Algonquin Road

The Subject Property had a Special Use Permit issued for a Montessori School as part of the Winding Creek Center Final Planned Development through Ordinance 2004-O-19 (*An Ordinance Issuing a Special Use Permit and Approving a Final Planned Development and Final Plat for a 33,427 Square Foot Neighborhood Commercial Center and a 12,000 Square Foot Educational Facility (Winding Creek Commercial Center)*). As a condition of this Planned Development, the Subject Property is permitted one (1) wall sign and the name of the business can be on the bottom of the Winding Creek Center monument sign.

Then in 2018, the Subject Property had a new Special Use Permit issued through Ordinance 2018-O-11 (*An Ordinance Issuing a Special Use Permit for Ombudsman Educational services on Lot 2 in Winding Creek Center (2651 W. Algonquin Road)*).

At this time, the Subject Property has been vacant for more than six (6) months and therefore any Special Use Permit that was issued for the property has been terminated and any new use that requires a Special Use must be issued a new Special Use Permit by the Village Board.

### The Request

#### Special Use for a Day Care Center

Per the Village's Zoning Code, the issuance of a Special Use Permit to operate a daycare center is required. A Special Use Permit for a daycare center can be issued in all Zoning Districts except for Residential Zoning Districts. The Subject Property is Zoned B-2 Business General Retail.

123 Learning Center Co. will be operating a daycare center for kids between 0-5 years of age, Monday through Friday, and between the hours of 6:30 a.m. and 6:00 p.m. The Petitioner projects that the center will serve between 75-100 children with 8-12 teachers and administrators.

### Next Steps

The Request by the Petitioner will go to the Committee of the Whole for discussion and advancement to the Village Board. If the Village Board approves the Request, the approving Ordinance will be recorded. If at any time the use changes or there is evidence of a clear intent on the part of the owner and/or tenant to abandon any portion of this Special Use for more than six (6) months, this Special Use Permit shall be terminated.

## Standards & Findings

The Planning and Zoning Commission shall review the Standards & Findings of Fact (21.12.E.3 of the Algonquin Zoning Ordinance) in Exhibit A and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner's request.

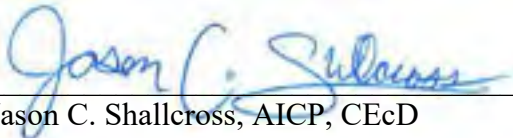
## Staff Recommendation

Staff recommends approval of the issuance of a issue of a Special Use Permit to allow a daycare center at 2651 West Algonquin Road Road, consistent with the findings of fact outlined in this report, and subject to the conditions listed below. Based on these findings, Staff recommends that the Planning and Zoning Commission make a motion to adopt Staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the request with the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend issuance of a Special Use Permit to allow 123 Learning Center Co to operate a daycare center on the Subject Property, as outlined in the staff report for case PZ-2023-18, subject to the following conditions:
  - a. All future tenant build-out plans shall be submitted for review and approval by the Community Development Department prior to any work being done in the tenant space. This includes, but is not limited to, alterations to the outdoor or indoor playgrounds;
  - b. Any school bus or van used to transport students shall be parked so that it does not interfere with other tenants in the Winding Creek Center;
  - c. Parents waiting for drop-off or pick-up shall park in the designated drop-off/pick-up lane or in a designated parking space. At no time shall a vehicle park, stop, or stand in the main access drive.”

The Village Board’s decision is final for this case.

I concur:



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Jason C. Shallcross, AICP, CEcD  
Director of Community Development

**Attachments:**

- Exhibit A. Standards & Findings of Fact for a Special Use
- Exhibit B. Plat of Survey
- Exhibit C. Ordinance 2004-O-16
- Exhibit D. Ordinance 2018-O-11



**Exhibit A – Standards & Findings of Fact**

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

- a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- b. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

**Petitioner Response:** The establishment, maintenance, or operation of the proposed special use will not be detrimental to or endanger the public health, safety, or morals because the proposed special use is a peaceful, non-invasive operation that will cater to families with young children and in no way has the capacity to endanger or have a negative effect on general welfare. The special use will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because no construction or alteration is being proposed and said use is going into an existing building structure that previously housed a Bridges Academy and a Montessori School.

The proposed use shall comply with all other regulations and conditions specified in Chapter 21, Section 12 of the Village Ordinance for such use and with stipulations and conditions made as part of the authorization granted by the Village Board.

**Staff Response:** The dwelling and associated playground on the Subject Property were constructed specifically to be used by a daycare center or small private school. There is an appropriate amount of parking stalls provided amongst Winding Creek Center for building staff and there is a drop-off/pick-up lane for parents. The playground is on the south side of the building and is screened from the residents to the west by existing trees that minimize the amount of noise leaving the Subject Property. The use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. Any changes to the property or dwelling will be required to be reviewed through a permit process and shall conform to all Village Codes.





# Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

## PLANNING AND ZONING COMMISSION MINUTES

SEPTEMBER 11, 2023

### Roll Call - Establish Quorum

Commissioner Neuhalfen called the meeting to order at 7:00 pm.

Senior Planner Patrick Knapp called the roll to check attendance.

Six commissioners were present and could hear and be heard:

- Commissioner Kennealy
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Sturznicke
- Commissioner Szpekowski

Members absent: Chair Patrician

Staff Present: Senior Planner Patrick Knapp and Attorney Brandy Quance

Commissioner Szpekowski made a motion to nominate Commissioner Neuhalfen to chair the meeting in Chairman Patrician's absence. The Motion was seconded by Commissioner Laipert. The motion was approved with a 6-0 vote.

### Public Comment

Commissioner Neuhalfen asked for public comments. No one from the public commented.

### Approval of Minutes

Commissioner Neuhalfen asked for approval of the August 15, 2023, Planning and Zoning Commission minutes. A motion was made by Commissioner Sturznicke and seconded by Commissioner Rasek to approve the minutes. The motion was approved with a 6-0 vote.

### Case Number PZ-2023-18 – Consideration of a Request to Issue a Special Use Permit to Allow a Daycare Center on Lot 2 of the Winding Creek Center

Senior Planner Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

Marta Truskolaska, the Petitioner and Attorney representing the owner of 123 Learning Center Co, gave a brief verbal request that the Planning & Zoning Commission recommend issuance of a Special Use Permit to allow a Daycare Center to operate on the Subject Property.

Senior Planner Patrick Knapp gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for a Special Use Permit, subject to the conditions in the Staff Report.

Commissioner Neuhalfen opened the Public Comment portion of the Public Hearing.

There was no one in the audience to come forward.

Commissioner Neuhalfen closed the Public Comment portion of the Public Hearing

Commissioner Laipert noted that the use has not changed, so she has no reason to not recommend the request.

Commissioner Neuhalfen asked for a motion. A motion was made by Commissioner Kennealy and seconded by Commissioner Sturznickel to adopt Staff's Findings of Fact as the findings of the Planning & Zoning Commission and to recommend issuance of a Special Use Permit to allow 123 Learning Center Co to operate a daycare center on the Subject Property, subject to the conditions listed in the staff report for Case Number PZ-2023-18 dated September 1, 2023. The motion was carried with a 6-0 vote.

### **Case Number PZ-2023-14 – Consideration of a Request to Approve a Final Planned Development and to Issue a Special Use Permit to Allow Open Air Dining and a Drive-Through on Lot 3 of the Enclave**

Senior Planner Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

Dan Rea, the Petitioner and owner of Lot 3, gave a digital presentation and requested that the Planning & Zoning Commission recommend approval of the Final PUD and Special Uses for Open Air Dining and a Drive-Through.

Senior Planner Patrick Knapp gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for the Final Planned Development and Special Uses, subject to the conditions in the Staff Report.

Commissioner Kennealy asked if there is a Lot 4 submittal. The Petitioner stated that Lazy Dog will be going in to Lot 4. Staff clarified that Lazy Dog is in concept review with Staff and has not submitted a Development Petition. The Commissioner then asked if there are any other committed users south of Portillo's. The Petitioner responded that they do not yet have users for the Lots south of Portillo's. The Commissioner then asked if the drive aisles

were wide enough for two-way traffic. The Petitioner and Staff stated that the widths were wide enough.

Commissioner Szpekowski asked for a clarification on the outdoor dining areas. The Petitioner clarified that the areas are separated. The Commissioner then asked which way they were facing and the Petitioner stated they were facing Randall Road. The Commissioner then asked if there was landscaping around the outdoor dining areas and Staff brought up the landscape plan to show the landscaping around the dining areas.

Commissioner Rasek asked if both users were needed to make this deal work and the Petitioner stated that two users were needed for this stand alone building. The Commissioner then asked if the Chipotle to the north was corporate and the Petitioner stated that both are corporate owned.

Commissioner Laipert asked about how the timing is determined when you order from Chipotle. The Petitioner stated that there is an algorithm that determines your wait time based on what is ordered.

Commissioner Kennealy asked if there are concerns with overlapping uses and parking shortages. The Petitioner stated that the parking requirements are met and that there will likely be unused parking spaces due non-overlapping operating hours of the adjacent businesses.

Commissioner Sturznickel asked if the outdoor area would be enclosed in the winter. The Petitioner stated that they would not be enclosing the area.

Commissioner Neuhalfen encouraged First Watch to have earlier hours for breakfast.

Commissioner Neuhalfen opened the Public Comment portion of the Public Hearing.

There was no one in the audience to come forward.

Commissioner Neuhalfen closed the Public Comment portion of the Public Hearing

Commissioner Neuhalfen asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Laipert to adopt Staff's Findings of Fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Planned Development, the issuance of a Special Use Permit authorizing a drive-through, and the issuance of a Special Use Permit authorizing two open-air dining areas on the Subject Property, subject to final approval of all plans by staff and the conditions listed in the staff report for Case Number PZ-2023-14 dated September 1, 2023. The motion was carried with a 6-0 vote.

## **New/Old Business**

None discussed.

## **Community Development Report**

Staff provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

## **Adjournment**

Commissioner Neuhalfen asked for a motion to adjourn. A motion from Commissioner Szpekowski and seconded by Commissioner Sturznicke was made. The motion carried on a 6-0 vote. The meeting was adjourned at 7:46 P.M.

Minutes signed by:

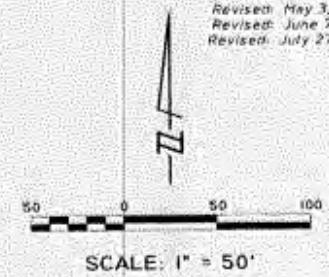
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Patrick Knapp, Senior Planner

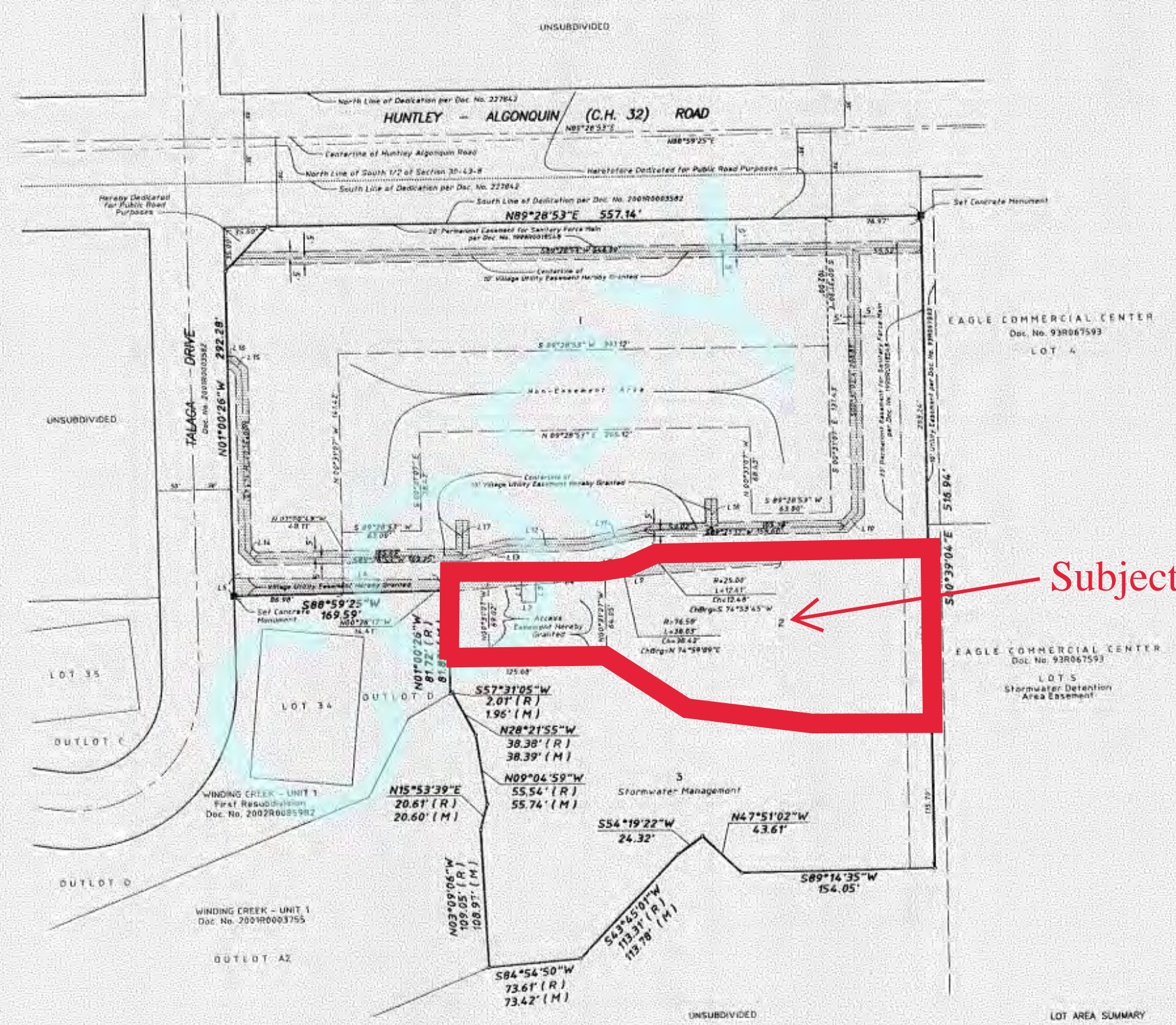


# FINAL PLAT OF WINDING CREEK CENTER

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER  
OF SECTION 30 TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS



LINE	LENGTH	BEARING
L1	24.47'	N00°31'07"W
L2	11.32'	S89°28'53"W
L3	19.50'	S00°55'06"E
L4	55.43'	S89°28'53"W
L5	14.50'	N01°00'28"W
L6	162.73'	S89°04'20"E
L7	274.45'	N05°43'30"E
L8	10.00'	S04°16'30"E
L9	268.06'	S85°43'30"W
L10	15.95'	S44°25'05"W
L11	49.23'	S77°06'52"W
L12	62.68'	S89°31'52"W
L13	32.42'	S77°03'53"W
L14	10.00'	N45°31'07"W
L15	10.00'	N45°31'07"W
L16	4.07'	S89°28'53"W
L17	27.58'	N00°31'07"W
L18	24.44'	S00°30'43"W



Subject Property

Lot No.	S.F.	Ac.
1	152,688	3.50023
2	41,175	0.94525
3	57,045	1.30221
ROW Dedication	612	0.01405
TOTAL	250,420	5.75976

- NOTES:
- The concrete monuments in stated herein shall be 6" x 6" x 36" with 1/2" rod set in the center.
  - Lot 1 is a Public Utility Easement and Access Easement, except where granted in accordance with the Easement Provisions on Sheet 2 of 2 of this plat.
  - Public Utility Companies are prohibited from utilizing the 10' Village Utility Easement, other than to locate over or under it.
  - Direct access to Huntley Algonquin Road, County Highway No. 32 from Lot 1 is prohibited.



# FINAL PLAT OF WINDING CREEK CENTER

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER  
OF SECTION 30 TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, JAMES W. ABBITT, JR., AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF OUTLOT D OF WINDING CREEK - UNIT 1 FIRST RESUBDIVISION (PER DOCUMENT NUMBER 2002R0005982); THENCE SOUTH 88 DEGREES 59 MINUTES 25 SECONDS WEST, ALONG THE NORTH LINE OF SAID OUTLOT AND PARALLEL WITH NORTH LINE OF SOUTH HALF SAID SECTION 30, 169.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TALAGA DRIVE (PER DOCUMENT NUMBER 2001R0003582); THENCE NORTH 01 DEGREE 00 MINUTES 26 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, 292.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ALGONQUIN ROAD (PER DOCUMENT NUMBER 2001R0003582); THENCE NORTH 89 DEGREES 28 MINUTES 53 SECONDS EAST, ALONG SAID RIGHT-OF-WAY AND PARALLEL WITH THE CENTERLINE OF ALGONQUIN ROAD, 557.14 FEET TO A POINT ON THE WEST LINE OF EAGLE COMMERCIAL CENTER (RECORDED AS DOCUMENT NUMBER 93R-067593); THENCE SOUTH 00 DEGREES 39 MINUTES 04 SECONDS EAST, ALONG SAID WEST LINE, 516.94 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 35 SECONDS WEST, 154.05 FEET; THENCE NORTH 47 DEGREES 51 MINUTES 02 SECONDS WEST, 43.61 FEET; THENCE SOUTH 54 DEGREES 19 MINUTES 22 SECONDS WEST, 24.32 FEET; THENCE SOUTH 43 DEGREES 45 MINUTES 01 SECONDS WEST, 113.31 FEET; THENCE SOUTH 84 DEGREES 54 MINUTES 50 SECONDS WEST, 73.61 FEET TO THE SOUTHEAST CORNER OF OUTLOT A2 OF WINDING CREEK - UNIT 1 (PER DOCUMENT NUMBER 2001R0003755); THENCE NORTH 03 DEGREES 09 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT, 109.05 FEET; THENCE NORTH 15 DEGREES 53 MINUTES 39 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID OUTLOT, 201.61 FEET; THENCE NORTH 09 DEGREES 04 MINUTES 59 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID OUTLOT, 55.54 FEET; THENCE NORTH 28 DEGREES 21 MINUTES 55 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID OUTLOT, 38.38 FEET; THENCE SOUTH 57 DEGREES 31 MINUTES 05 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID OUTLOT, 2.01 FEET TO A POINT ON THE EAST LINE OF AFORESAID OUTLOT D OF WINDING CREEK - UNIT 1 FIRST RESUBDIVISION; THENCE NORTH 01 DEGREE 00 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT, 81.72 FEET TO THE POINT OF BEGINNING.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO TEMPERATURE OF 68 DEGREES FAHRENHEIT. IRON PIPES HAVE BEEN SET AT ALL LOT CORNERS UNLESS NOTED OTHERWISE. I FURTHER CERTIFY THAT ALL THE LAND INCLUDED IN THE PLAT HEREIN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ALGONQUIN, ILLINOIS. I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND HAVE DESCRIBED THEM ON THIS PLAT AS REQUIRED BY THE PLAT ACT, CHAPTER 765, ACT 205, ILLINOIS COMPILED STATUTES.

I FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170732 0350 E, DATED JANUARY 21, 1998 PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR MCHENRY COUNTY, ILLINOIS THE PROPERTY SHOWN AND DESCRIBED HEREON IS LOCATED WITHIN ZONE X, WHICH IS DEFINED FEMA AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN." ROLLING MEADOWS, ILLINOIS June 7, 2004

BY: James W. Abbitt Jr.  
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2890



EXPIRES 11-30-04

HAEGER ENGINEERING LLC  
Illinois Professional Design Firm No. 184-003152  
Consulting Engineers & Land Surveyors  
1911A Rohlfing Road, Rolling Meadows, IL 60008  
1/847.594-6800  
www.hoegerengineering.com

### OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT WINDING CREEK LLC, AN ILLINOIS CORPORATION, IS HOLDER OF RECORD TITLE TO THE PARCEL DESCRIBED IN THE SURVEYORS CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED BY THE STATUTE AND SAID WINDING CREEK, LLC HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

THIS IS TO FURTHER CERTIFY THAT TO THE BEST OF THE OWNERS KNOWLEDGE, THE PROPERTY DESCRIBED HEREON LIES WITHIN SCHOOL DISTRICT 158 AND JUNIOR COLLEGE DISTRICT 528.

DATED AT Waukegan, Illinois THIS 29<sup>th</sup> DAY OF December, A.D. 2004.

WINDING CREEK LLC

BY: [Signature]  
OPERATIONAL VICE PRESIDENT

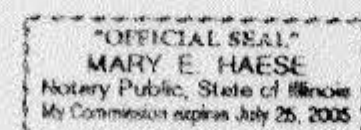
ATTEST: [Signature]  
ASSISTANT SECRETARY

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

I, Mary E. Haese, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT [Signature] VICE-PRESIDENT OF WINDING CREEK LLC AND [Signature] ASSISTANT SECRETARY OF SAID CORPORATION WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS AND OF SAID CORPORATION AS THEIR OWN AND THE CORPORATIONS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 29<sup>th</sup> DAY OF December, A.D. 2004.

NOTARY PUBLIC  
MY COMMISSION EXPIRES 7/31/05



### PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF MCHENRY and KANE } SS

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, HAVE REVIEWED THE ABOVE PLAT.

DATED THIS 12<sup>th</sup> DAY OF April, 2004.

Marian M. Auger  
CHAIRPERSON

### VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF MCHENRY and KANE } SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, THIS 4 DAY OF May, 2004.

[Signature]  
VILLAGE PRESIDENT

ATTEST: [Signature]  
VILLAGE CLERK  
VILLAGE OF ALGONQUIN



### CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }  
COUNTY OF MCHENRY and KANE } SS

I, William J. Gack, VILLAGE COLLECTOR OF THE VILLAGE OF ALGONQUIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE LAND INCLUDED IN THE PLAT.

DATED AT ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, THIS 5 DAY OF November, 2004.

William J. Gack  
VILLAGE COLLECTOR

### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

THIS IS TO CERTIFY THAT I, Katherine C. Schultz, COUNTY CLERK FOR THE COUNTY AND STATE AFORESAID, FIND NO REDEEMABLE TAX SALES, UNPAID TAXES OR UNPAID CURRENT TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE ABOVE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL IN Woodstock, ILLINOIS THIS 6<sup>th</sup> DAY OF December, 2004.

Katherine C. Schultz  
COUNTY CLERK

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

THIS INSTRUMENT NO. 2004R0107449 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS ON THE 6<sup>th</sup> DAY OF December, 2004, AT 1:16 O'CLOCK P.M. IN BOOK 121 OF PLATS, PAGE 1.

Phyllis K. Walters  
MCHENRY COUNTY RECORDER

### PUBLIC UTILITY EASEMENT PROVISIONS ELECTRIC AND COMMUNICATIONS

UTILITY COMPANIES PROVIDING ELECTRIC OR COMMUNICATIONS SERVICES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS AND IN EASEMENTS DESIGNATED AS "PUBLIC UTILITY EASEMENTS" TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREE, SHRUBS OR SAPPLINGS, WITHIN VILLAGE GUIDELINES AND SUPERVISION, THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT, THE LOCATION OF FACILITIES IN PLATTED STREETS, ALLEYS AND SAID DESIGNATED EASEMENTS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

### PUBLIC UTILITY EASEMENT PROVISIONS NORTHERN ILLINOIS GAS COMPANY

NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS, ALLEYS AND IN EASEMENTS DESIGNATED AS "PUBLIC UTILITY EASEMENTS", SAID EASEMENT TO BE FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, LOCATION OF MAINS AND APPURTENANCES SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL.

### DRAINAGE EASEMENT PROVISIONS

THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "STORMWATER MANAGEMENT" AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS "PUBLIC UTILITY EASEMENTS", SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEM OF THE VILLAGE OF ALGONQUIN EXCEPT THAT THE EASEMENTS SHALL BE GRANTED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUBCONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY.

### VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT" AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS "PUBLIC UTILITY EASEMENT", SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE VILLAGE OF ALGONQUIN EXCEPT THAT THE EASEMENTS MAY BE GRANTED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE OR ITS AGENTS AND SUBCONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY.

### COMMONWEALTH EDISON COMPANY EASEMENT PROVISIONS

COMMONWEALTH EDISON COMPANY, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE HEREBY GIVEN EASEMENT RIGHTS TO THE "PUBLIC UTILITY EASEMENT" DESCRIBED HEREIN TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT, THE RIGHT TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN SAID EASEMENT SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE OF ALGONQUIN APPROVAL. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

### ACCESS EASEMENT PROVISION

A PERMANENT ACCESS EASEMENT IS GRANTED OVER ALL OF LOT 1 AND OVER ALL PLATTED EASEMENTS DESIGNATED AS "ACCESS EASEMENT" TO ALL PARTIES ALLOWING ACCESS IN AND TO AND ACROSS THE DESIGNATED AREAS. NO BUILDINGS OR STRUCTURES SHALL BE ERCTED ON THE EASEMENT WHICH INTERFERE WITH THE FREE AND UNIMPEDED USE AND ENJOYMENT OF THE RIGHT OF ACCESS HEREIN CONVEYED.

### SURFACE WATER DRAINAGE STATEMENT

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL CHANGE, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DISCHARGE OF SUCH SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 29<sup>th</sup> DAY OF November, 2004.

REGISTERED PROFESSIONAL ENGINEER  
[Signature]  
OWNER (S) OR DULY AUTHORIZED ATTORNEY

### COUNTY HIGHWAY CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

THIS PLAT IS HEREBY APPROVED THIS 2<sup>nd</sup> DAY OF December, A.D. 2004 BY THE COUNTY ENGINEER OF MCHENRY COUNTY PURSUANT TO CHAPTER 765, ACT 205, SECTION 2 OF THE ILLINOIS COMPILED STATUTES, AS AMENDED, AS TO ROADWAY ACCESS TO COUNTY HIGHWAY NO. 32, ALSO KNOWN AS HUNTLEY ALGONQUIN ROAD. DIRECT ACCESS TO OR FROM THE COUNTY HIGHWAY SHALL BE RESTRICTED AS SHOWN ON THIS PLAT AND SHALL BE SUBJECT TO THE MCHENRY COUNTY ACCESS MANAGEMENT ORDINANCE WHICH REQUIRES, IN PART, THAT APPLICATION BE MADE AND AN ACCESS PERMIT BE OBTAINED FROM THE COUNTY ENGINEER OF MCHENRY COUNTY PRIOR TO ANY ACCESS INSTALLATION.

Joseph R. Korpelaki Jr.  
COUNTY ENGINEER

THIS PLAT SUBMITTED FOR RECORDING BY:

NAME: EILEEN LYONS  
ADDRESS: 1128 WEST ALGONQUIN ROAD  
ALGONQUIN, IL 60102  
947-854-8196



ORDINANCE NO. 2004-0-19

*PASSED AND APPROVED BY:*

THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF ALGONQUIN,  
MCHENRY AND KANE COUNTIES, ILLINOIS

AT THE VILLAGE BOARD MEETING HELD ON  
THE 4 DAY OF May, 2004

*PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE  
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN*

*PREPARED BY:* Village Staff

*REVIEWED BY:*

H. David Rogers, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014

**ORDINANCE NO. 2004 – O - 19**

**An Ordinance Issuing A Special Use Permit and Approving A Final Planned Development and Final Plat of Subdivision For A 33,427 Square Foot Neighborhood Commercial Center And A 12,000 Square Foot Educational Facility (Winding Creek Commercial Center)**

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

WHEREAS, THE VILLAGE OF ALGONQUIN has been requested by a petition, signed by John Curtis of Winding Creek, Incorporated, the property owner, to approve the final planned development, final plat of subdivision and issuance of a special use permit for a 33,427 square foot neighborhood commercial center and a 12,000 square foot educational facility, on certain territory (the "Subject Property") described as follows:

That Part Of The Southeast Quarter Of Section 30, Township 43 North, Range 8 East Of The Third Principal Meridian Described As Follows: Beginning At The Northeastern Most Point Of Outlot D In Winding Creek Unit 1 First Resubdivision, According To The Plat Thereof Recorded As Document Number 200280085982 Thence South 88'59'11" West Along The Northerly Line Of Said Outlot D, A Distance Of 169.59 Feet To Southeast Corner Of Talaga Drive, According To The Plat Of Dedication Recorded As Document Number 200180003582; Thence North 01' 00'49" West Along The East Right Of Way Line Of Said Talaga Drive, A Distance Of 292.28 Feet To The South Line Of Algonquin Road (County Highway 32) According To The Plat Thereof Recorded As Document Number 2002R0085982; Thence North 89'28'30" East Along Said South Line Of Algonquin Road, A Distance Of 557.14 Feet To The East Line Of The West Half Of The Southeast Quarter Of Section 30, Aforesaid; Thence South 00'39'27" East Along Said East Line, A Distance Of 516.94 Feet; Thence South 89'14'12" West, A Distance Of 154.05 Feet; Thence North 47'51'25" West, A Distance Of 43.61 Feet; Thence South 54' 18'59" West, A Distance Of 24.32 Feet; Thence South 43'44'38" West, A Distance Of 113.31 Feet; Thence South 84,54'27" West, A Distance Of 73.61 Feet To The Most Easterly Southeast Corner Of Outlot A2 In Winding Creek - Unit 1 According To The Plat Thereof Recorded As Document Number 200180003755; Thence Along The East Line Of Said Outlot A2 For The Following Five (5) Courses; (1) Thence North 03'09'29" West, A Distance Of 109.05 Feet; (2) Thence North 15'53' 16" East, A Distance Of 20.61 Feet; (3) Thence North 09'05'22" West, A Distance Of 55.54 Feet; (4) Thence North 28'22'18" West, A Distance Of 38.38 Feet; (5) Thence South 57'17'55" West, A Distance Of 2.01 Feet To The Most Easterly Southeast Corner Of Outlot D In Winding Creek-Unit 1 First Resubdivision, Aforesaid; Thence North 01'00'49" West Along The East Line Of Said Outlot D, A Distance Of 81.72 Feet To The Point Of Beginning, Containing 5.79 Acres Of Land, More Or Less, All In McHenry County, Illinois.

Commonly known as the Winding Creek Commercial Center, located at the southeast corner of Talaga Drive and West Algonquin Road.



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

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

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

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

SECTION 1: A special use permit to allow the construction and operation of an educational facility is hereby issued, and the final planned development and final plat of subdivision for a 33,427 square foot neighborhood commercial center and a 12,000 square foot educational facility, which consists of the following documents and conditions, are hereby approved: That site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;

- A. The engineering plans as prepared by Haeger Engineering with a latest revision date of February 23, 2004 shall be revised to include comments from the April 2, 2004 Teska memorandum, January 30, 2004 EquiPoise memorandum, the April 5, 2004 Schefflow Engineers memorandum and the March 31, 2004 Public Works memorandum. Dumpster enclosures shall be brick with a solid wood or metal latchable gate. The developer shall be required to make a roadway connection and grant cross-access to the adjacent property to the east;
- B. The proposed retail building shall be constructed in compliance with the architectural elevations prepared by Wildesign Group Architects, Inc, dated January 16, 2004. The building shall be constructed with earth toned colored face brick on all elevations and split face block around the base, three raised pitched roof sections with architectural shingles, decorative cornice treatment, marble insets in the EFIS pilaster columns, and building face articulation. The rear façade shall be constructed with all face brick. All plans shall be revised to incorporate comments from the April 2, 2004 Teska memorandum. All roof mounted or ground located mechanical, electrical, or communications equipment, shall be fully screened with an appropriate architectural element or landscaping. The masonry materials may not be painted at any time in the future. Final building material samples shall be reviewed and approved by Community Development staff prior to the issuance of a building permit to ensure compliance with the plans approved by the Village Board;

- C. The school building shall be constructed in compliance with the architectural elevations prepared by Wildesign Group Architects, Inc. dated January 9, 2004. The building shall be constructed with earth toned colored face brick with split face block around the base, a full pitched roof with dormer windows, prairie style grills on the front windows, and a canopy over the entrance way extending over the drop-off lane. All plans shall be revised to incorporate comments from the April 2, 2004 Teska memorandum. All roof mounted or ground located mechanical, electrical, or communications equipment, shall be fully screened with an appropriate architectural element or landscaping. The masonry materials may not be painted at any time in the future. Final building material samples shall be reviewed and approved by Community Development staff prior to the issuance of a building permit to ensure compliance with the plans approved by the Village Board;
- D. The landscape plan as prepared by JR's Creative Landscaping, dated February 25, 2004 shall be revised to include comments from the April 2, 2004 Teska memorandum, January 30, 2004 EquiPoise memorandum, and the March 31, 2004 Public Works memorandum. The tree preservation plan shall be followed and inspections conducted by the Village's Parks and Forestry Superintendent. The developer shall pay into the Village's Urban Tree Program due to the loss of trees on site, if the tree loss, in the opinion of the Village Arborist is not mitigated on-site. EquiPoise shall review the wetland mitigation and determine the appropriate mitigation requirements and/or fees, per the Kane County Stormwater Ordinance and the Village of Algonquin Woods Creek Watershed Protection Plan;
- E. The plat of subdivision as prepared by Haeger Engineering, dated February 25, 2004 shall be revised to include comments from the April 5, 2004 Scheflow Engineers memorandum and the March 31, 2004 Public Works memorandum. The Plat shall be revised to include the building on the same lot as the parking lot; the building shall not be its own lot. The plat shall indicate cross-access and cross-parking is allowed;
- F. One wall sign for each tenant shall be allowed following a common signage plan, which shall be reviewed and approved by Village staff. A separate sign permit for each sign shall be reviewed and approved by Village staff. One monument sign shall be permitted along Algonquin Road. The sign shall be 8 feet tall by 10 feet wide, with a brick base, and EFIS sides and top to match the building. The sign shall have the name of the center and the school; and no individual tenants shall be named on the sign;
- G. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies;
- H. The developer shall also be responsible for their share of future traffic signal improvements, right-of-way, and road improvements at the intersection of Talaga Drive and Algonquin Road as determined by the McHenry County Highway Department and the Village of Algonquin. Said payment shall be made to the Village of Algonquin within 60 days after a written request has been submitted to the developer/owner from the Village of Algonquin;
- I. No medical office shall be allowed within the development, due to parking constraints;

- J. The Photometric Plan, dated March 29, 2004, shall be revised to show all four proposed light fixture locations. Village standards of metal halide light, downcast fixtures, and no trespass light shall be followed. The Village Board shall have the ability to make additional modifications to the site lighting if, upon an inspection of the lights after installation, it is determined that the light is too intense;
- K. The developer shall prepare covenants to address issues including, but not limited to, cross-access, cross-parking, stormwater detention facility maintenance, shared property maintenance, shared refuse enclosure and similar joint responsibilities between the owners. The covenants shall also restrict delivery hours to the rear of the retail building so deliveries do not occur during peak morning and afternoon school drop off hours. The covenants shall be submitted to the Assistant Village Manager and Village Attorney for review and approval;
- L. The developer shall be required to construct a fence that is a least five (5') in height around the perimeter of the outside play area.

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

SECTION 3: The findings of fact on the petition to approve the planned development and issue the Special Use Permit on the Subject Property are hereby accepted.

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

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

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

Aye: Acting President John C. Schmitt. Trustees Jim Steigert, Constance Donner, Robert Smith, and Barbara Read.

Nay: None

Absent: Trustee John Spella

Abstain: None

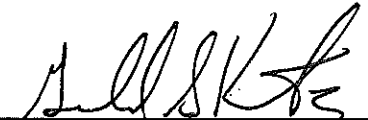
APPROVED:



Acting Village President John C. Schmitt

(SEAL)

ATTEST:

  
Village Clerk Gerald S. Kautz

Passed: May 4, 2004

Approved: May 4, 2004

Published: May 5, 2004

Prepared by:  
Village Staff

Reviewed by:  
H. David Rogers, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014

ORDINANCE NO. 2018 - O - 11

**An Ordinance Issuing a Special Use Permit  
for Ombudsman Educational Services  
on Lot 2 in Winding Creek Center  
(2651 W. Algonquin Road)**

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

WHEREAS, the Village of Algonquin has been requested by a petition signed by Eric Shaffer of Ombudsman Educational Services, the petitioner, and Jyotsna Patel, property owner, to approve a special use permit, on certain territory legally described as follows:

Lot 2 of the Winding Creek Center, being a subdivision of the southeast quarter of section 30, township 43 north, range 8 east of the third principal meridian, according to the plat thereof recorded December 6, 2004 as Document 2004R0107449 In McHenry County, Illinois.

and commonly known as 2651 W. Algonquin Road, Algonquin, IL 60102 ("Subject Property"); and

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

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said special use permit for the Subject Property; and

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

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

SECTION 1: A special use permit for Ombudsman Educational Services is hereby issued, subject to the following documents and conditions:

- A. Tenant build-out plans shall be submitted for review and approval by the Community Development Department prior to any work being done in the tenant space;
- B. Per the terms of the original Winding Creek Center PUD 2004 – O – 19, one wall sign shall be allowed that conforms with the common signage plan for the commercial center. The petitioner shall submit a sign permit application for review and approval by the Community Development Department;
- C. Per the terms of the original Winding Creek Center PUD 2004 – O – 19, the name of the school was allowed on the monument sign and it shall be the petitioner's responsibility to obtain approval from the owner of the commercial center to modify the ground sign as well as submit a sign permit application for any changes to the Community Development Department for review and approval;

D. Any school bus or van used to transport students shall be parked as to not interfere with other tenants in the Winding Creek Center.

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

SECTION 3: The findings of fact on the petition to issue the special use permit are hereby accepted.

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

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

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

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

APPROVED:

(SEAL)

  
Village President John C. Schmitt

ATTEST:

  
Village Clerk Gerald S. Kautz

Passed: May 1, 2018  
Approved: May 1, 2018  
Published: May 1, 2018

Prepared by:  
Village Staff

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



# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	October 10, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Approval of a Final Planned Development and Issuance of a Special Use Permit for Open-Air Dining and a Drive-Through for a Two-Tenant Building on Lot 3 of the Enclave

---

### **ACTION REQUESTED:**

Daniel Rea of Kensington Enclave LLC, the “Petitioner”, submitted a Development Petition requesting approval of a Final Planned Development for a two-tenant, 6,150-square-foot free-standing commercial building with a Special Use Permit to allow open-air dining and a pick-up lane, the “Request”, on Lot 3 of the Enclave, 1721 South Randall Road, located at the southeast corner of Randall Road and Commons Drive, the “Subject Property”.

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

The Planning and Zoning Commission reviewed the request for approval for a Final Planned Development and Special Use Permits at the September 11, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 6-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-14 and subject to staff’s recommended conditions and final staff approval of all plans. No public input was received during the Public Hearing for this case.

### **RECOMMENDATION:**

Staff recommends approval of a Final Planned Development, the issuance of a Special Use Permit authorizing a drive-through, and the issuance of a Special Use Permit authorizing two open-air dining areas on Lot 3 of the Enclave, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-14, subject to the following conditions and final approval of all plans by staff:

- a. The Exterior Elevations titled “First Watch Randall Road Algonquin Exterior Elevations”, as prepared by Architectural Group International, and last revised August 24, 2023. All exterior masonry of the building shall be full dimensional and the painting of the masonry shall be

prohibited. The outdoor enclosure fence of the north tenant shall match the design and color of the proposed enclosure fence of the south tenant. The building tenants shall share a trash enclosure in the rear of the building that is consistent in design with the principle structure;

- b. The Sign Plan for Chipotle Mexican Grill, as prepared by Wilkus Architects, and last revised August 4, 2024, and the Sign Plan for First Watch, as prepared by Image Manufacturing Group, and last revised August 23, 2023. All signs shall meet the Village's Sign Code, the requirements of the Final PUD for the Enclave, and submit a sign permit to Community Development for review and approval. Each tenant space shall be permitted one (1) wall sign on the front (west side) and one (1) wall sign on the side of the building. The installation of wall signs shall be prohibited on the rear (east side) of the building. The monument sign shall be constructed to the specification as defined in the Monument Sign Plan, as prepared by Doyle General Sign Contractors, last revised on April 19, 2022. Only one (1) monument sign shall be allowed on the Subject Property, the monument sign shall be shared by the tenants on the Subject Property, there shall be no more than two (2) panels on each side of the monument sign, the monument sign shall be on the Randall Road side (west side) of the Subject Property, the background of the monument sign panels shall be opaque, and the brick base of the monument sign shall be constructed with the same type of brick as the main building. Umbrellas in the open-air dining areas shall not be multicolored and shall not include advertising or text;
- c. Final Engineering titled "Site Improvement Plans for First Watch and Chipotle", as prepared by Jacob & Hefner Associates, and last revised August 30, 2023. The drive-through shall be for pick-up only and no ordering shall occur in the drive-through lane. A menu board, speaker, and microphone shall be prohibited. If the user of the north tenant space wants to serve alcohol and/or have their customers consume alcohol in their open-air seating area, this area shall be redesigned to meet local and state liquor regulations;
- d. The Fire Truck Autoturn Exhibit, as prepared by Jacob & Hefner Associates, and last revised July 28, 2023;
- e. The Electrical Sign Plan, as prepared by Kornacki & Associates, Inc., and last revised July 28, 2023. All exterior lighting shall be dark sky compliant;
- f. The Final Landscape Plan, as prepared by Gary R. Weber Associates, Inc., and last revised August 30, 2023.



**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2023-14
- Exhibit B. September 11, 2023, Planning & Zoning Commission Minutes
- Exhibit C. The Enclave Final Plat of Subdivision
- Exhibit D. Enclave Lot 3 Site Plan
- Exhibit E. Enclave Lot 3 Building Elevations & Floor Plan
- Exhibit F. Sign Plan for Chipotle
- Exhibit G. Sign Plan for First Watch
- Exhibit H. Enclave Monument Sign Plan
- Exhibit I. Enclave Lot 3 Engineering Plans
- Exhibit J. Enclave Lot 3 Truck Turning Exhibit
- Exhibit K. Enclave Lot 3 Photometric Plan
- Exhibit L. Enclave Lot 3 Landscape Plan
- Exhibit M. Ordinance 2022-O-49: Ordinance Approving the Enclave Final PUD



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

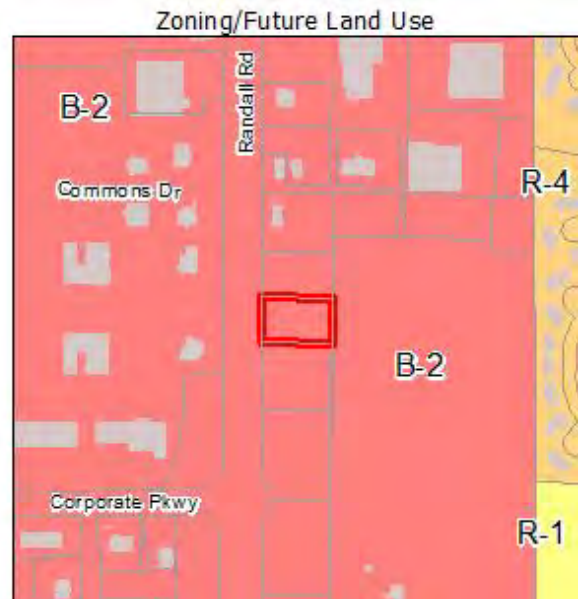
Jason C. Shallcross, AICP  
Director of Community Development

Patrick M. Knapp, AICP  
Senior Planner

<b>CASE NUMBER:</b>	PZ-2023-14
<b>MEMO DATE:</b>	September 1, 2023
<b>PUBLIC HEARING DATE:</b>	September 11, 2023
<b>PROPERTY ADDRESS/LOCATION:</b>	1721 South Randall Road, Lot 3 of The Enclave
<b>APPLICANT/PROPERTY OWNER:</b>	Daniel Rea, Kensington Enclave LLC / Kensington Enclave LLC

**Summary of Request**

Daniel Rea of Kensington Enclave LLC, the “Petitioner”, applied for approval of a Final Planned Development, Special Use Permit for open-air dining, and a Special Use Permit for a drive-through, the “Request”, to be constructed on Lot 3 of the Enclave as shown in the Final Plat of Subdivision as “The Enclave” referred to herein as the “Subject Property”. Their proposal will include a freestanding single-story building with two (2) tenant spaces and site improvements that include a drive-through, two (2) open-air dining areas, a shared parking lot, outdoor lighting, and landscaping.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
B-2   General Retail Incorporated	Commercial Graded/Vacant	North: B-2   Future Belle Tire East: B-2   Unimproved South: B-2   Graded/Vacant West: B-2   Algonquin Commons	1.44 ac

**Staff Recommendation Summary**

Staff supports the Petitioner’s Request, subject to the conditions listed in this report, as the proposal meets the findings and satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.

**Approve**

**Deny**

**Approve with Conditions**

## Discussion of Staff Recommendation

### **Request and Use of the Subject Property**

Daniel Rea of Kensington Enclave LLC, the “Petitioner”, applied for approval of a Final Planned Development, Special Use Permit for open-air dining, and a Special Use Permit for a drive-through, the “Request”, to be constructed on Lot 3 of the Enclave as shown in the Final Plat of Subdivision as “The Enclave” referred to herein as the “Subject Property”. The development will include a freestanding single-story building with two (2) tenant spaces and site improvements, each proposing outdoor dining. The northern unit will be occupied by Chipotle Mexican Grill and the southern unit will be occupied by First Watch, a breakfast and brunch café.

### **Background**

Under Case No. PZ-2022-09, Kensington Development Partners applied for an amendment to Ordinance 2004-O-08 and approval of a Preliminary and Final Plat of Subdivision referred to herein as the “The Enclave”, (*A Preliminary Planned Development, a Final Planned Development, a Special Use for a Drive-Through, and Special Uses for Open Air Dining for the 70.3 acres property located on the southeast corner of Randall Road and Commons Drive*). This amendment and Final Plat of Subdivision subdivided the 70.3 acres into ten (10) lots that included six (6) commercial lots, two (2) stormwater management lots, one (1) 5.5-acre lot for future commercial adjacent to Randall Road, and one (1) 49-acre lot reserved for future development on the east side of the Subject Property.

The following developments have been approved and are under construction at the Enclave:

- Overall Enclave Improvements –frontage road, utilities, stormwater management areas
- Lot 1 – Raising Cane’s
- Lot 2 – Belle Tire
- Lot 5 – Cooper’s Hawk Restaurant & Winery
- Lot 6 – Portillo’s

### **Plat of Subdivision**

The Subject Property was recently created when the Enclave Final Plat of Subdivision was recorded. The Plat for Lot 3 includes a cross-access easement on the east of the property to allow for vehicular and pedestrian access from the Enclave frontage road and a cross-access easement on the south side of the property so that the drive aisle can be shared with Lot 4. The Randall Road frontage includes several easements including a multi-use path easement, utility easements, a public utility easement, and a Kane County Highway easement. A Village utility easement is also located on the east side of the Subject Property to allow access to the water main. Note that while there is not a cross-access easement located on the north side of the Subject Property, a parking lot connection is still being provided to Lot 2.

### **Building Elevations and Orientation**

The main entrances and the outdoor dining areas of both tenant spaces in the 6,150-square-foot building face the west side (towards Randall Road) of the building. The rear of the building faces the east side (towards the frontage road) of the building and the drive-through is located on the north side (towards Lot 2, Belle Tire) of the building.

The exterior of the facility will be constructed with full-depth brown and gray brick, fiber cement the color of “magnolia”, and “wood textured” wall tiles. The building will include a thirty-six-inch (36”) black brick base and push/pull-outs to add interest to the building both horizontally and vertically. There will be a parapet wall completely around the building that will conceal the rooftop units from view from adjacent properties.

The trash enclosure will be constructed immediately east of the principal structure. The trash enclosure will be constructed with the same exterior materials as the principal structure.

### **Signage**

The proposed signage for Chipotle, the north tenant space, includes two (2) wall signs, one (1) directional sign, one (1) clearance bar, and two (2) panels on a shared Lot 3 monument sign. All proposed Chipotle signage complies with the Village Code and the Planned Development except for the proposed directional sign. Staff has sent feedback to the Petitioner that the sign shall meet the sign code and that the pole and surround shall be black. This was a requirement for both Belle Tire and Portillo's.

The proposed signage for First Watch, the south tenant space, includes three (3) wall signs, one (1) canopy sign, and two (2) panels on a shared Lot 3 monument sign. First Watch is only permitted two (2) wall signs per the Village's sign code. Staff has requested they not include the east wall sign because the sign code does not permit illuminated signs to face adjacent residential and there is a potential that there could be residential east of Lot 3 in the future. The only building that was permitted to have an east wall sign in the Enclave was Portillo's and this was justified because the main entrance faces east.

Table 2: Proposed First Watch Signage

\*Square feet of the sign face, not the entire structure

A standardized monument sign for each Enclave Lot was approved as part of the overall Enclave as Case No. PZ-2022-09. The developer will be required to build the approved monument sign using bricks from the exterior of this building.

### **Site Plan & Engineering**

The Subject Property includes eighty-nine (89) parking stalls, which exceeds the Village's parking requirement by five (5) parking stalls. The parking lot surface will be constructed using heavy-duty concrete pavement in front of the dumpster enclosure and at the pick-up window in the drive-through. Asphalt will be used throughout the rest of the parking lot.

The digital order pick-up (drive-through) lane for the north tenant space, Chipotle, is being designed as a digital pick-up-only lane and is not designed for ordering food. There is no menu board proposed from which to order. Any food that is being picked up by a customer has to be ordered ahead of time and can only be picked up once the customer has received a notification that their food is ready to be picked up. Staff is recommending a condition that this drive-through always be pick-up only and that ordering food shall be prohibited due to the lane's reduced length.

Both tenant spaces include an open-air dining area. The open-air dining area in front of Chipotle, the north tenant space, includes a fence around the north and west sides for safety and is not completely fenced. If the north tenant wants to allow alcohol sales and/or consumption outdoors, this area will need to be redesigned to meet state and local regulations. The open-air dining area in front of First Watch, the south tenant space is completely enclosed and is accessed from inside of the building. The design of the open-air dining area allows for the sale and/or consumption of alcohol in the area.

The Photometric Plan includes twenty-five-foot (25') tall light poles on a three-foot (3') concrete base. The light poles and lamps will match the other approved light poles in the Enclave. All light poles are located in landscaped islands and meet the Dark Sky Requirements of the Village.

A sidewalk connection will be included on the east and west sides of the Subject Property. This will connect the building to the frontage road and the new multi-use path along the east side of Randall Road. Two (2) inverted-U bike racks will be provided on-site that will facilitate bike parking for four (4) bikes.

The overall developer of the Enclave is currently bringing all utilities to the Subject Property. Stormwater will be managed in Lots 6a and 6b at the northeast end of the Enclave.

### **Landscaping**

The landscaping plan for the Subject Property includes a mix of shrubs and trees along Randall Road, the frontage road, and along the north side of the property. Full landscaping is also provided in the parking lot islands, around the monument sign, and along the west and east foundations of the building. Staff is requiring that the Petitioner increase the number of trees between the multi-use path and the parking lot to meet the Village’s standards of one (1) tree per every forty feet (40’) of frontage.

### **Next Steps**

The Final PUD and Special Uses for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for final approval. If approved by the Village Board, the developer can then apply for applicable permits, subject to any conditions of approval.

## **Standards & Findings**

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

## **Staff Recommendation**

Staff recommends approval of a Final Planned Development, the issuance of a Special Use Permit authorizing a drive-through, and the issuance of a Special Use Permit authorizing two open-air dining areas on Lot 3 of the Enclave, consistent with the finding of fact outlined in this report, and subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommends **approval** of the following motion:

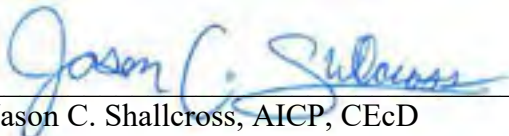
1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Planned Development, the issuance of a Special Use Permit authorizing a drive-through, and the issuance of a Special Use Permit authorizing two open-air dining areas on Lot 3 of the Enclave, as outlined in the staff report for case PZ-2023-14, subject to the following conditions and final approval of all plans by staff:
  - a. The Exterior Elevations titled “First Watch Randall Road Algonquin Exterior Elevations”, as prepared by Architectural Group International, and last revised July 31, 2023. All exterior masonry of the building shall be full dimensional and the painting of the masonry shall be prohibited. The outdoor enclosure fence of the north tenant shall match the design and color of the proposed enclosure fence of the south tenant;
  - b. The Sign Plan for Chipotle Mexican Grill, as prepared by Wilkus Architects, and last revised August 4, 2024, and the Sign Plan for First Watch, as prepared by Image Manufacturing Group, and last revised June 16, 2023. All signs shall meet the Village’s Sign Code and the requirements of the Final PUD for the Enclave. Each tenant space shall be permitted one (1) wall sign on the front (west side)

and one (1) wall sign on the side of the building. The installation of a wall sign shall be prohibited on the rear (east side) of the building. The monument sign shall be constructed to the specification as defined in the Monument Sign Plan, as prepared by Doyle General Sign Contractors, last revised on April 19, 2022. Only one (1) monument sign shall be allowed on the Subject Property, the monument sign shall be shared by the tenants on the Subject Property, there shall be no more than two (2) panels on each side of the monument sign, the monument sign shall be on the Randall Road side (west side) of the Subject Property, the background of the monument sign panels shall be opaque, and the brick base of the monument sign shall be constructed with the same type of brick as the main building. Umbrellas in the open-air dining areas shall not be multicolored and shall not include advertising to text;

- c. Final Engineering titled “Site Improvement Plans for First Watch and Chipotle”, as prepared by Jacob & Hefner Associates, and last revised July 28, 2023. The drive-through shall be for pick-up only and no ordering shall occur in the drive-through lane. A menu board, speaker, and microphone shall be prohibited. If the user of the north tenant space wants to serve alcohol and/or have their customers consume alcohol in their open-air seating area, this area shall be redesigned to meet local and state liquor regulations;
- d. The Fire Truck Autoturn Exhibit, as prepared by Jacob & Hefner Associates, and last revised July 28, 2023;
- e. The Electrical Sign Plan, as prepared by Kornacki & Associates, Inc., and last revised July 28, 2023. All exterior lighting shall be dark sky compliant;
- f. The Final Landscape Plan, as prepared by Gary R. Wever Associates, Inc., and last revised August 1, 2023. The Landscape Plan shall be revised to match the Site Plan and there shall be at least (1) tree per every forty feet (40’) of frontage along Randall Road.”

The Village Board’s decision is final for this case.

I concur:



Jason C. Shallcross, AICP, CEcD  
Director of Community Development

**Attachments:**

- Exhibit A. Standards & Findings of Fact for a Final PUD & Special Use
- Exhibit B. The Enclave Final Plat of Subdivision
- Exhibit C. Lot 3 Site Plan
- Exhibit D. Building Elevations
- Exhibit E. Sign Plan for Chipotle
- Exhibit F. Sign Plan for First Watch
- Exhibit G. Monument Sign Plan
- Exhibit H. Truck Turning Exhibit
- Exhibit I. Photometric Plan
- Exhibit J. Landscape Plan
- Exhibit K. Ordinance 2022-O-49: Ordinance Approving the Enclave Final PUD



**Exhibit A – Standards & Findings of Fact**

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

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

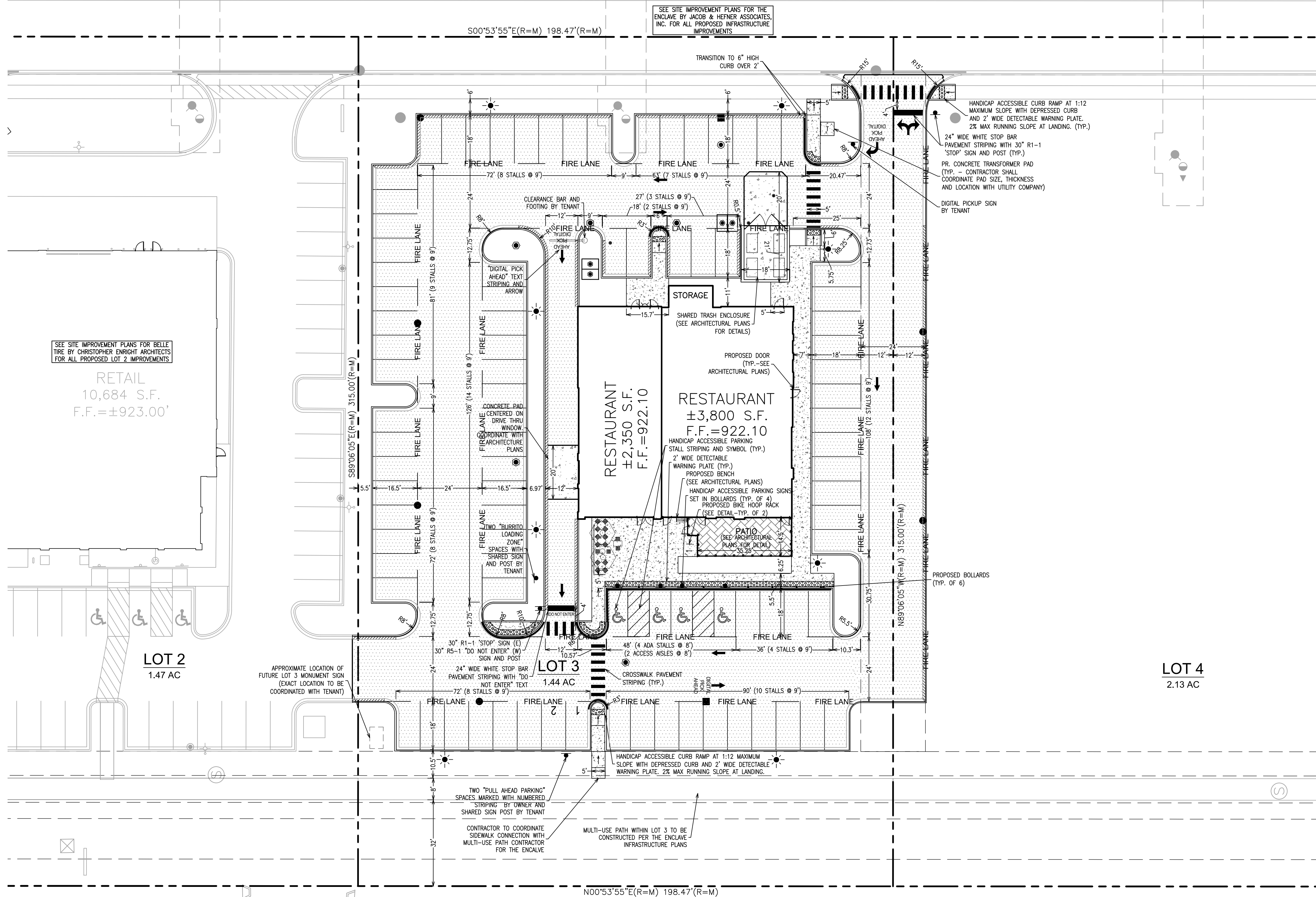
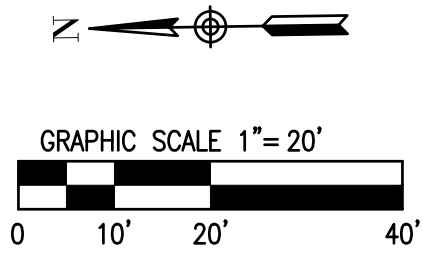
**Staff Response:** This two-tenant building will conform to the bulk requirements and allowed uses in the B-2 zoning district, the amount of off-street parking provided for the overall development is adequate, the development adheres to the Village’s Comprehensive Plan and Future Land Use Plan, the building meets the Village’s and the PUD’s design standards, and the development will not negatively impact the health, safety, and general welfare of persons working or residing in the area.

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

- a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- b. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

**Staff Response:** Open-air dining, or outdoor dining, can contribute to the guest experience and increase the character of the business and thus the general welfare of the entire neighborhood. The proposed areas for outdoor dining and the pick-up lane are not adjacent to existing residential and therefore will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. All outdoor dining areas and the pick-up lane are reviewed through a permit review process and shall conform to all Village Codes.





**PAVEMENT HATCH LEGEND:**

- ASPHALT PAVEMENT  
2" HMA SURFACE COURSE, MIX D, N50  
2-1/2" HMA BINDER COURSE, IL-19.0, N50  
10" CA-6 CRUSHED STONE  
COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
- HEAVY DUTY CONCRETE PAVEMENT  
7" PORTLAND CEMENT CONCRETE  
4,000 PSI, A/E  
4" CA-6 CRUSHED STONE  
COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
- CONCRETE SIDEWALK  
5" PORTLAND CEMENT CONCRETE  
4,000 PSI, A/E  
4" CA-6 CRUSHED STONE  
COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
- PATIO PAVERS  
(SEE ARCHITECTURAL PLANS)

**CURB LEGEND:**

- B6.12 CURB AND GUTTER
- REVERSE PITCH B6.12 CURB AND GUTTER
- DEPRESSED CURB AND GUTTER

**PROPOSED LEGEND:**

- PROPOSED SIGN
- PROPOSED POLE LIGHT

**SITE DATA TABLE:**

ZONING:	B-2 BUSINESS DISTRICT, GENERAL RETAIL
EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE
PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'
LOT AREA:	1.44 ACRES
IMPERVIOUS AREA:	1.09 AC
(76%)	
PERVIOUS AREA:	0.35 AC
(24%)	
BUILDING AREA:	6,150 SF (FAR 9.72%)
CAR PARKING REQUIRED:	84 STALLS
(±5,556 SF x 15 STALLS/1,000 SF)	
(ASSUMED ±594 SF OF STORAGE/BATHROOM)	
CAR PARKING PROVIDED:	89 STALLS
STANDARD STALLS:	85 STALLS
HANDICAP ACCESSIBLE:	4 STALLS

**GEOMETRIC NOTES:**

- ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB OR CENTER OF PAVEMENT MARKING UNLESS OTHERWISE NOTED.
- ALL CURB RADII ARE 4.5' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS.
- ALL PROPOSED PAVEMENT MARKINGS SHALL BE 4" UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL CONFORM TO ARTICLE 1095.02 OF THE I.D.O.T. STANDARD SPECIFICATIONS.
- BUILDING DIMENSIONS AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
- CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- SEE LANDSCAPE PLANS FOR PROPOSED TREE AND PLANTING REQUIREMENTS.
- SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

**SITE PLAN**

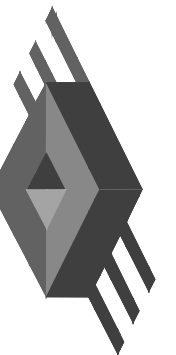
**FIRST WATCH AND CHIPOTLE**

**KENSINGTON DEVELOPMENT PARTNERS**

**ALGONQUIN, ILLINOIS**

**JACOB & HEFNER ASSOCIATES**

1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com



D391t


1" = 20'

SP-1

No.	Description	Date
3	PER VILLAGE	8/30/23
2	PER VILLAGE	7/28/23
1	BID & PERMIT SET	6/2/23





EXTERIOR FINISH SCHEDULE			
DESIGNATION	DESCRIPTION	COLOR	NOTES
CM-1	MBCI - PBR - CORRUGATED METAL	BURNISHED BRONZE	
CP-1	PRE-FINISHED METAL COPING/CORNICE	TO MATCH STOREFRONT FRAMING	
BR-1	MODULAR BRICK - BELDEN	ANCHOR GRAY - SMOOTH	2 1/4" x 7 5/8" x 3 5/8"
BR-2	MODULAR BRICK - BELDEN	CARBON BLACK - SMOOTH	2 1/4" x 7 5/8" x 3 5/8"
BR-3	MODULAR BRICK - BELDEN	LANDMARK - SMOOTH	2 1/4" x 7 5/8" x 3 5/8"
PT-22	PAINT COLOR	SW 7069 IRON ORE	EXTERIOR PAINT FOR HOLLOW METAL DOOR
WD-5	CANOPY SLATS	TIMBERTECH AZEK WEATHERED TEAK	6" BOARDS
WP-14	WALL PANEL	REALSTONE SYSTEMS ITEM #1100805 MOOD WOOD NUT	INSTALL PER MANUFACTURERS INSTRUCTIONS. 6"x36" MATT RECTIFIED.
WP-15	FIBER CEMENT SIDING	JAMES HARDIE - SMOOTH MAGNOLIA LAP SIDING - 5.25" RUSTIC ROAD	INSTALL PER MANUFACTURERS INSTRUCTIONS.
	EXTERIOR LIGHT SCONCE: TROY LIGHTING PARK SLOPE B6462	FORGED IRON	ALL EXTERIOR LIGHT FIXTURES TO BE DARK SKY COMPLIANT

This drawing is the property of ARCHITECTURAL GROUP INT'L and is not to be reproduced or copied in whole or in part. It is to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request. Scales as stated herein are valid on the original drawing only. Contractor shall carefully review all dimensions and conditions shown herein and at once report to the Architect any error, inconsistency or omission he may discover.

Revisions:  
08/24/2023



1 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"


FIRST WATCH  
RANDALL RD.  
ALGONQUIN, IL

PROJECT # 230121  
DATE ISSUED 07/31/2023

EXTERIOR  
ELEVATIONS

A2.0

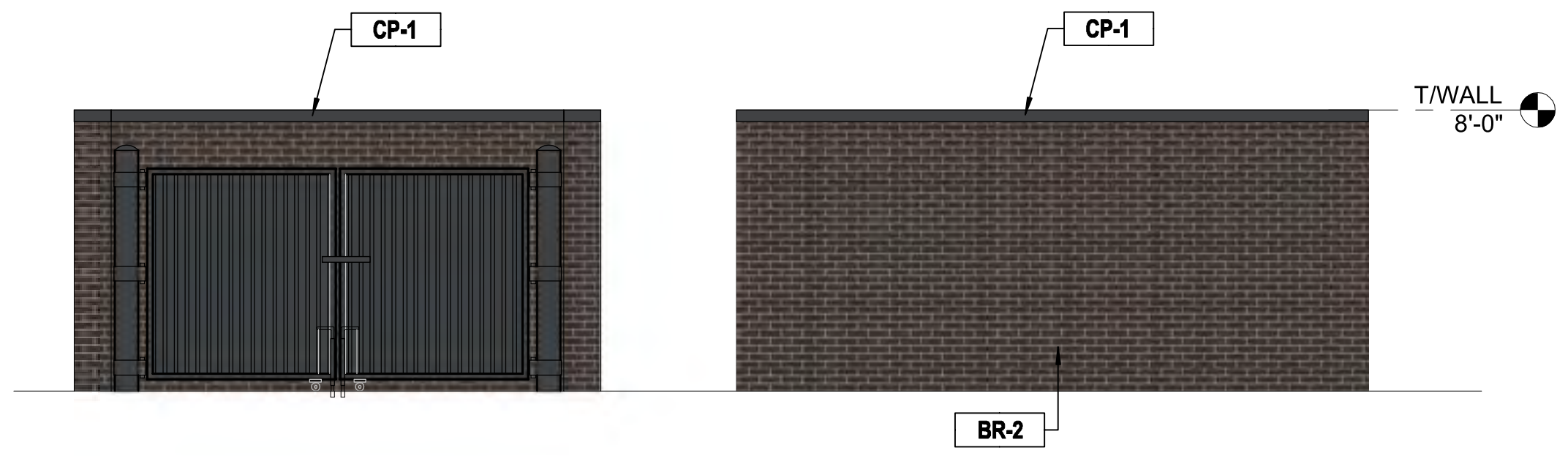


EXTERIOR FINISH SCHEDULE			
DESIGNATION	DESCRIPTION	COLOR	NOTES
CM-1	MBCI - PBR - CORRUGATED METAL	BURNISHED BRONZE	
CP-1	PRE-FINISHED METAL COPING/CORNICE	TO MATCH STOREFRONT FRAMING	
BR-1	MODULAR BRICK - BELDEN	ANCHOR GRAY - SMOOTH	2 1/4" x 7 5/8" x 3 5/8"
BR-2	MODULAR BRICK - BELDEN	CARBON BLACK - SMOOTH	2 1/4" x 7 5/8" x 3 5/8"
BR-3	MODULAR BRICK - BELDEN	LANDMARK - SMOOTH	2 1/4" x 7 5/8" x 3 5/8"
PT-22	PAINT COLOR	SW 7069 IRON ORE	EXTERIOR PAINT FOR HOLLOW METAL DOOR
WD-5	CANOPY SLATS	TIMBERTECH AZEK WEATHERED TEAK	6" BOARDS
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WP-15	FIBER CEMENT SIDING	JAMES HARDIE - SMOOTH MAGNOLIA LAP SIDING - 5.25" RUSTIC ROAD	INSTALL PER MANUFACTURERS INSTRUCTIONS.
	EXTERIOR LIGHT SCENCE: TROY LIGHTING PARK SLOPE B6462	FORGED IRON	ALL EXTERIOR LIGHT FIXTURES TO BE DARK SKY COMPLIANT

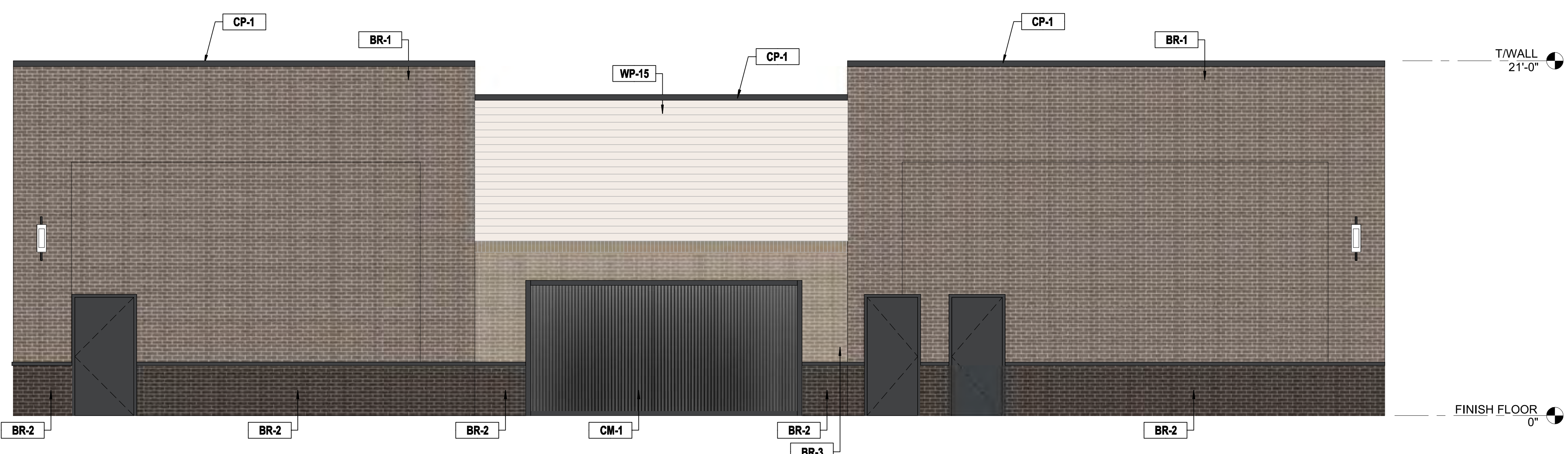


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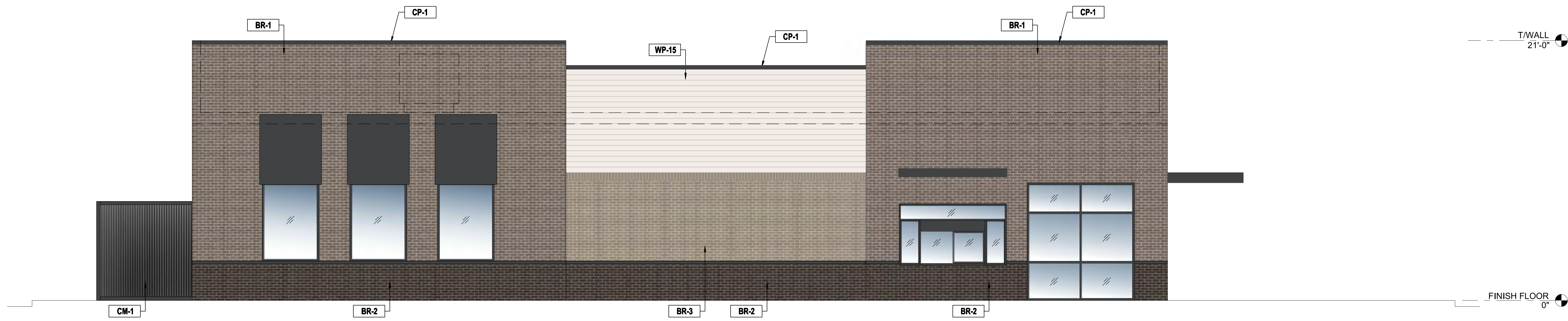
Revisions:  
08/24/2023



5 DUMPSTER ELEVATION  
A2.1 SCALE: 1/4" = 1'-0"



3 EAST ELEVATION  
A2.1 SCALE: 1/4" = 1'-0"



4 NORTH ELEVATION  
A2.1 SCALE: 1/4" = 1'-0"

**RANDALL RD.**  
ALGONQUIN, IL

PROJECT # 230121  
DATE ISSUED 07/31/2023

**EXTERIOR ELEVATIONS**

**A2.1**





GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 WEST LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

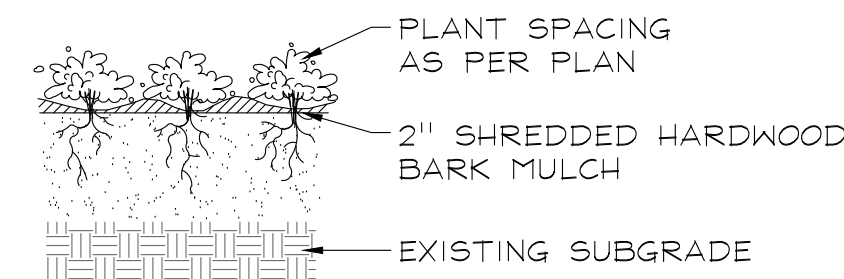
CIVIL ENGINEER  
JACOB & HEFNER  
ASSOCIATES, INC.  
1333 BUTTERFIELD ROAD, SUITE 300  
DOWNERS GROVE, ILLINOIS 60515

**FIRST WATCH**  
ALGONQUIN, ILLINOIS  
**LANDSCAPE PLAN**

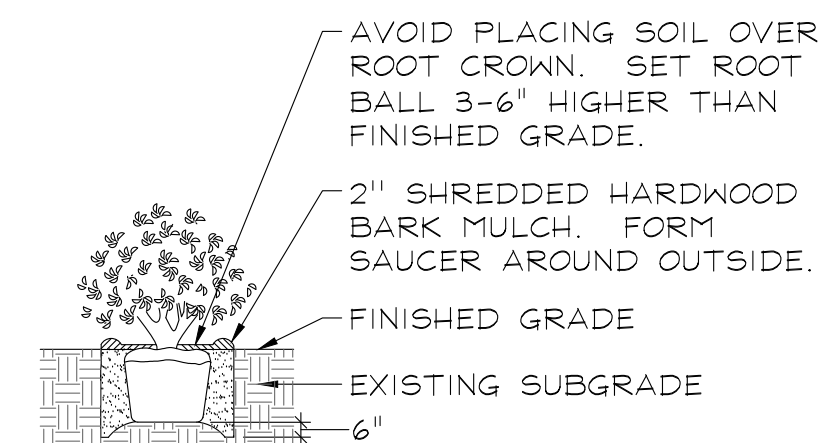
**PLANT LIST**

Key	Qty	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>				
AM	2	Acer miyabei 'Morton' STATE STREET MAPLE	2 1/2' Cal.	
CO	3	Celtis occidentalis COMMON HACKBERRY	2 1/2' Cal.	
QR	2	Quercus rubra RED OAK	2 1/2' Cal.	
TC	4	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2' Cal.	
TT	2	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2' Cal.	
UC	2	Ulmus carpinifolia 'Morton Glossy' TRIUMPH ELM	2 1/2' Cal.	
<b>ORNAMENTAL TREES</b>				
CC	2	Cercis canadensis EASTERN REDBUD	6' Ht.	Multi-Stem
<b>DECIDUOUS SHRUBS</b>				
HP	50	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	30" Tall	3' O.C.
PD	18	Physocarpus opulifolius 'SMNPOBLR' GINGER WINE NINEBARK	30" Tall	3' O.C.
RA	19	Ribes alpinum 'Greenmaund' GREENMAUND ALPINE CURRANT	30" Tall	3' O.C.
RL	19	Rhus aromatica 'Gro-low' GRO-LOW SUMAC	30" Wide	4' O.C.
SM	20	Syringa meyeri 'Paladin' DWARF KOREAN LILAC	30" Tall	4' O.C.
VC	16	Viburnum carlesii 'SMVCB' SPICE BABY VIBURNUM	30" Tall	3' O.C.
WF	17	Weigela florida 'Bokrasopin' SONIC BLOOM PINK WEIGELA	30" Tall	3' O.C.
<b>EVERGREEN SHRUBS</b>				
JK	45	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	30" Tall	3' O.C.
TM	47	Taxus x media 'Densifolmis' DENSE YEW	30" Tall	4' O.C.
TA	43	Taxus x media 'Tauntonii' TAUNTON YEW	30" Tall	3' O.C.
<b>ORNAMENTAL GRASSES</b>				
CK	115	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
SH	190	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
<b>PERENNIALS</b>				
AB	204	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
EC	166	Echinacea 'CBG Cone 2' FIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
HH	103	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
NM	104	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
PA	23	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
<b>GROUNDCOVERS</b>				
LS	178	Liriope spicata CREEPING LILYTURF	#SP4	18" O.C.
<b>MISC. MATERIALS</b>				
51.0		SHREDDED HARDWOOD BARK MULCH	C.Y.	
.2		TURF SEED & BLANKET	AC.	

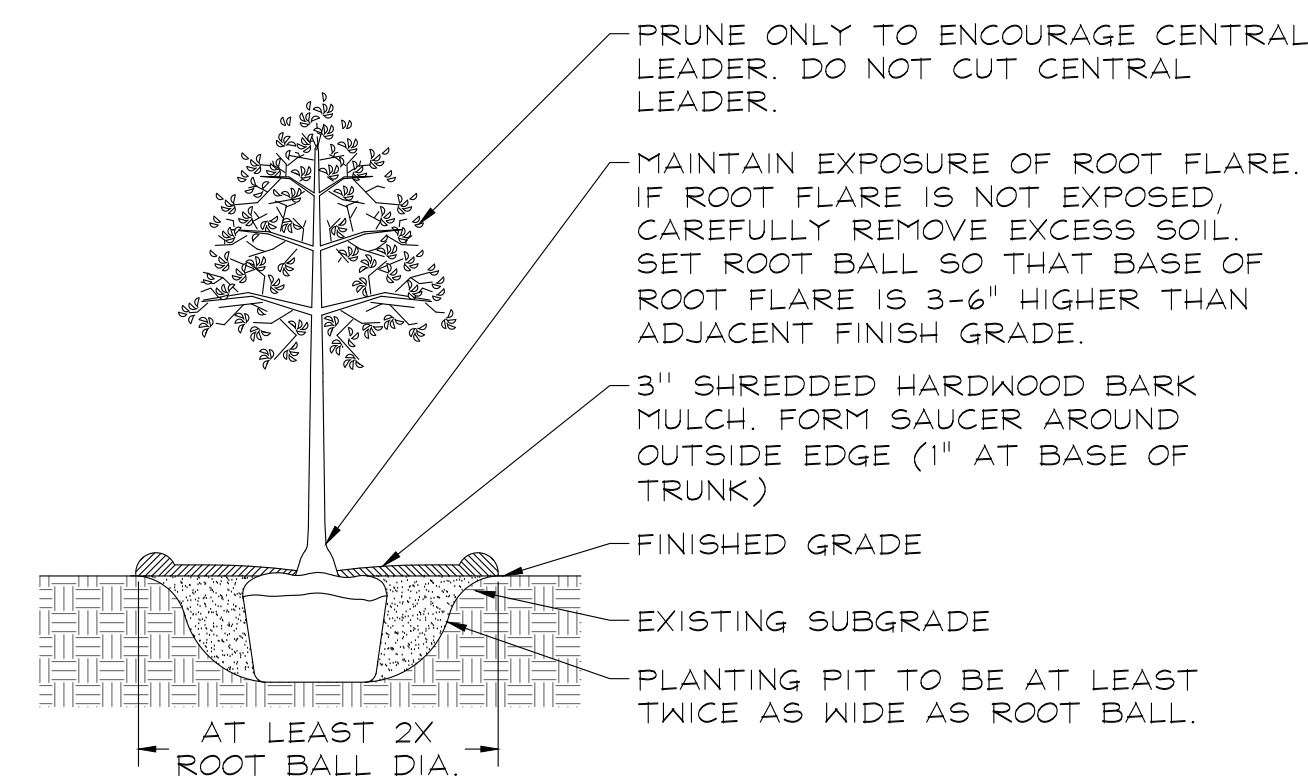
**PLANTING DETAILS**



**PERENNIALS AND GRASSES**  
NOT TO SCALE



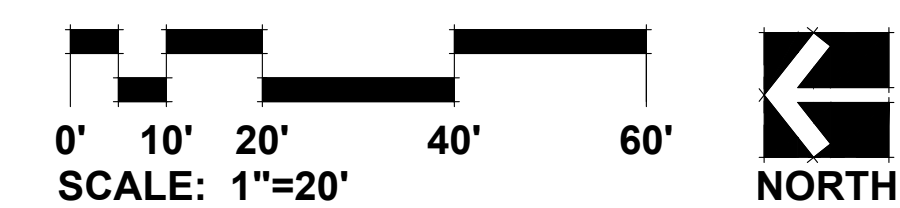
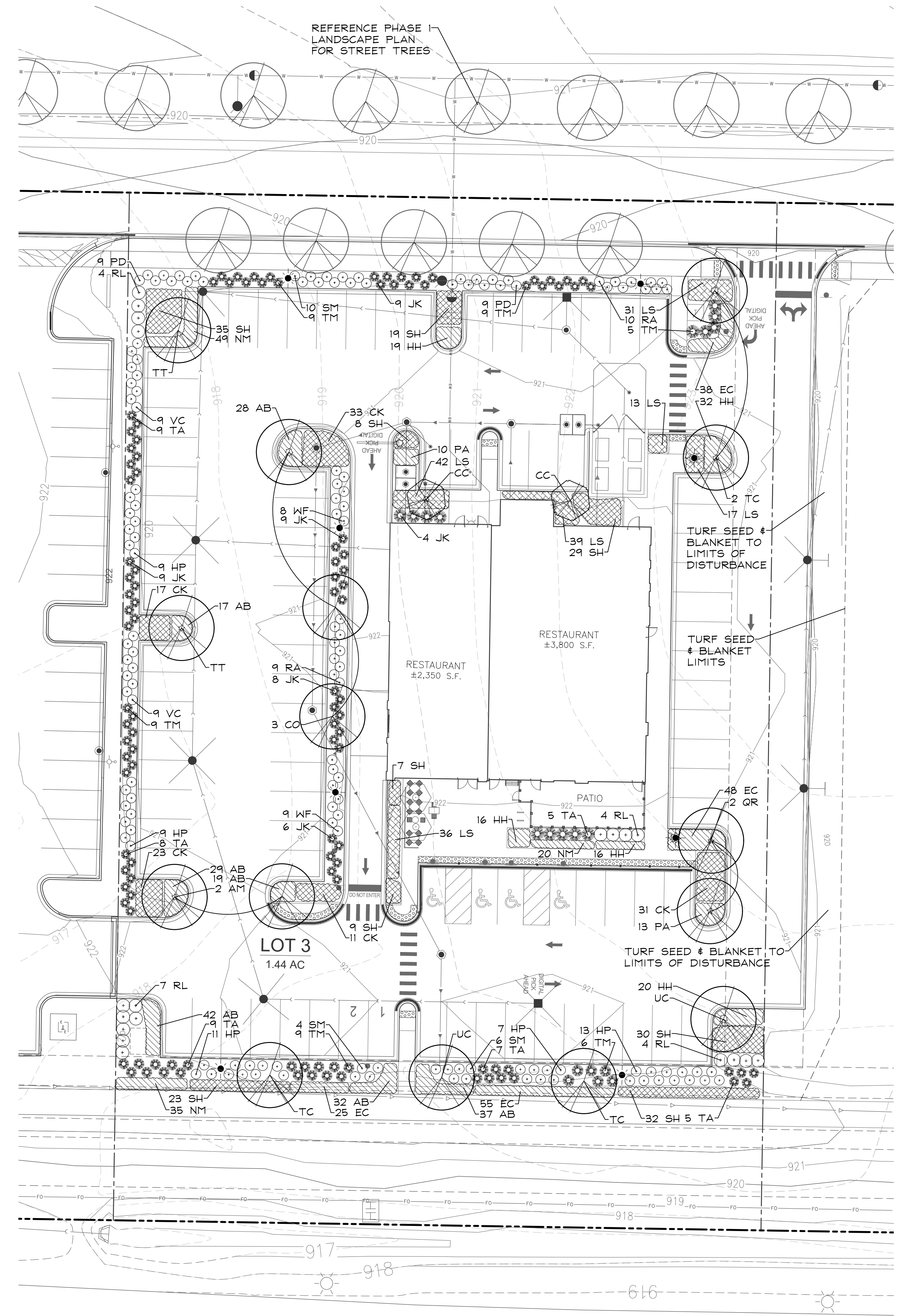
**DECIDUOUS AND EVERGREEN SHRUBS**  
NOT TO SCALE



**DECIDUOUS TREES**  
NOT TO SCALE

**GENERAL NOTES**

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



NO.	DATE	REVISIONS
2	8.30.2023	
1	8.01.2023	

DATE	6.02.2023
PROJECT NO.	JH21121
DRAWN	NKF
CHECKED	GF
SHEET NO.	

**L1.1**





# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	October 10, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Plat of Easement Grant and Vacation for the Enclave

---

### **ACTION REQUESTED:**

Dan Rea from Kensington Development and Ryan Blocker from Jacob & Hefner Associates, Inc. have requested approval of a Plat of Easement for the Enclave. During the final plan review, the Village utilities on Lots 1 and 2 were moved to a different location on the two Lots. This Plat of Easement adjusts the Village Utility Easement locations to the correct locations.

### **RECOMMENDATION:**

Staff has reviewed this Plat of Easement Grant and Vacation and has no additional comments and therefore recommends approval.

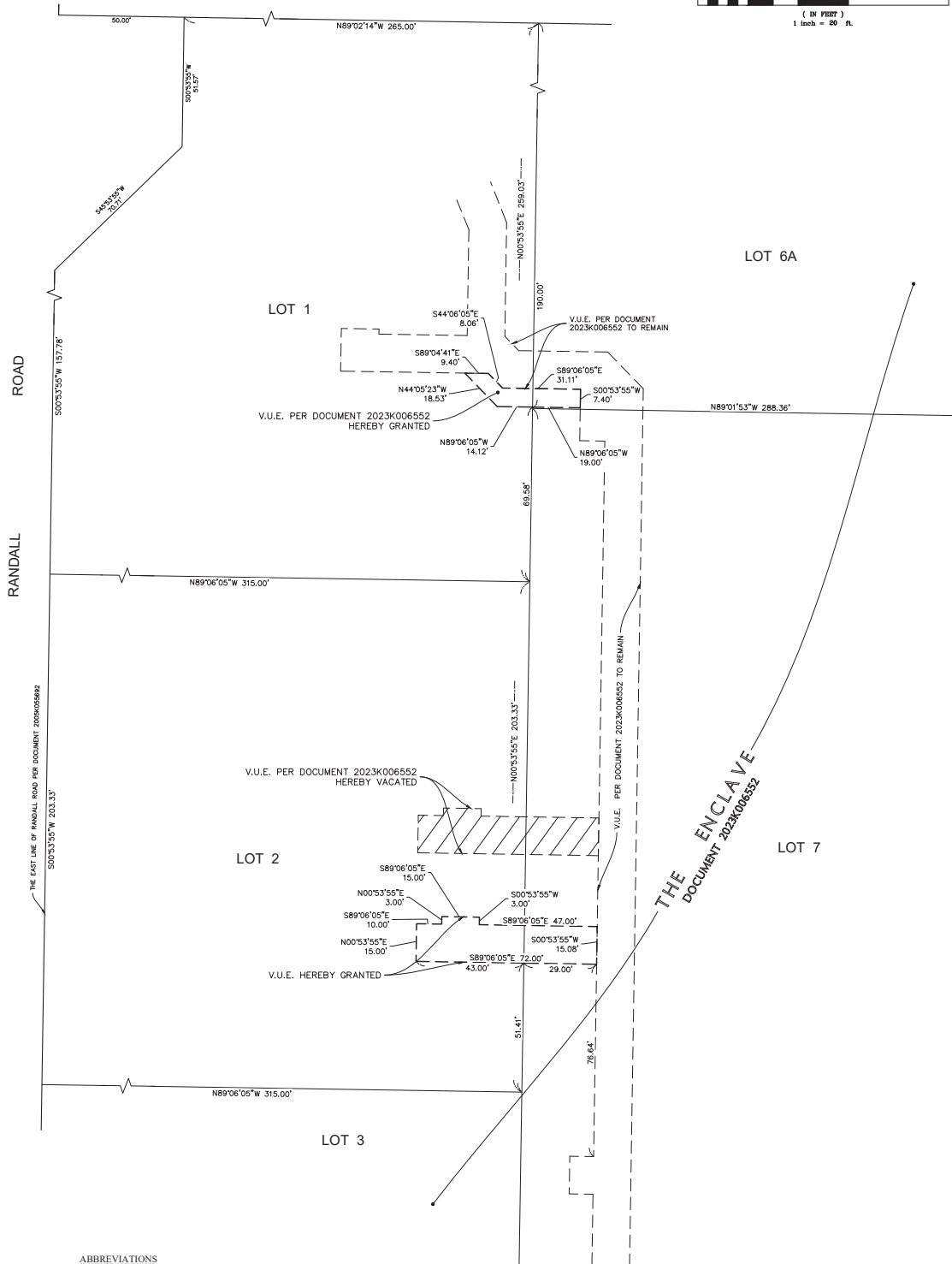
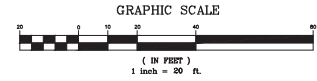
### **ATTACHMENTS:**

- Exhibit A. Plat of Easement Grant and Vacation

# PLAT OF EASEMENT GRANT AND VACATION

OVER LOTS 1, 2, 6A AND 7 IN THE ENCLAVE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 2023 AS DOCUMENT 2023K006552, IN KANE COUNTY, ILLINOIS.

PIN: 03-05-151-001  
 PIN: 03-05-151-002  
 PIN: 03-05-151-004  
 PIN: 03-05-301-003



**LEGEND**

- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

**LINE LEGEND**

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

**ABBREVIATIONS**

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
- S.F. = SQUARE FEET
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE
- B.S.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- V.U.E. = VILLAGE UTILITY EASEMENT

V.U.E. HEREBY VACATED

PLAT NO. 230173

1 OF 2

**COMPASS SURVEYING LTD.**  
 ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING  
 2631 GINGER WOODS PARKWAY, STE. 100  
 AURORA, IL 60502  
 PHONE: (630) 828-9100 FAX: (630) 828-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT	DATE: 8/7/23	PC: N/A	DRAWN BY: MRA	CHECKED BY: DW	BOOK: N/A	PC: N/A
THE ENCLAVE RANDALL ROAD AURORA, IL	NO.		REVISIONS		DATE	BY
CLIENT						
JACOB & HEFNER ASSOCIATES, INC.						
1310 BETTERBUILT ROAD, SUITE 300 DOWNERS GROVE, IL 60515						

J:\PDATA\2023 PROJECTS\23.0173\23.0173\_P06ASE.DWG



# PLAT OF EASEMENT GRANT AND VACATION

OVER LOTS 1, 2, 6A AND 7 IN THE ENCLAVE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 2023 AS DOCUMENT 2023K006552, IN KANE COUNTY, ILLINOIS.

## OWNER'S CERTIFICATE – LOT 1

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ A/SAN LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
PRINT TITLE \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (PRINT NAME), (TITLE), OF SAID LIMITED LIABILITY COMPANY, IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_

## OWNER'S CERTIFICATE – LOT 2

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ A/SAN LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
PRINT TITLE \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (PRINT NAME), (TITLE), OF SAID LIMITED LIABILITY COMPANY, IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_

## OWNER'S CERTIFICATE – LOT 6A

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ A/SAN LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
PRINT TITLE \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (PRINT NAME), (TITLE), OF SAID LIMITED LIABILITY COMPANY, IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_

## OWNER'S CERTIFICATE – LOT 7

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ A/SAN LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
PRINT TITLE \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (PRINT NAME), (TITLE), OF SAID LIMITED LIABILITY COMPANY, IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_

NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_

## VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF ALGONQUIN IS HEREBY GIVING PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENTS OR V.U.E." AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS UTILITY EASEMENTS. SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ORIGINATOR'S SUCCESSORS, SUBSEQUENT OWNERS, AND ASSIGNS. SAID EASEMENTS SHALL BE USED SOLELY TO INSPECT, REPAIR, INSTALL, OPERATE, RECONSTRUCT, REINSTALL, MAINTAIN AND REMOVE FROM TIME-TO-TIME, AS DEEMED APPROPRIATE BY THE VILLAGE, IN ITS SOLE DISCRETION, UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEM OF THE VILLAGE OF ALGONQUIN AS WELL AS ABOVE GROUND FACILITIES IN CONNECTION WITH SUCH UTILITIES SUCH AS, BY WAY OF EXAMPLE, WITHOUT LIMITATION, FIRE HYDRANTS, LIFT STATIONS OR MANHOLE COVERS, EXCEPT THAT THE EASEMENTS MAY BE GRANTED AS RULES TO RECEIVE LOCAL SURFACE DRAINAGE IF APPROVAL FOR SAME IS RECEIVED FROM THE VILLAGE. NO PERMANENT BUILDINGS, STRUCTURES, OBSTRUCTIONS OR ENCLOSURES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREON GRANTED TO THE VILLAGE AND IF APPROVED BY THE VILLAGE AS DETERMINED IN ITS DISCRETION. HOWEVER, THE VILLAGE SHALL NOT BE OBLIGATED TO RESTORE OR REPLACE ANY GARDENS, SHRUBS, LANDSCAPING OR ANY OTHER ITEM THAT IT MAY REMOVE WITHIN SUCH EASEMENT IN CONNECTION WITH ACCESSING UTILITIES OR OTHERWISE EXERCISING ITS EASEMENT RIGHTS. FENCES MAY BE PERMITTED PROVIDED THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, REMOVE ANY SUCH FENCE TO ACCESS ITS UTILITIES OR OTHERWISE EXERCISE ITS EASEMENT RIGHTS HEREON AND THE VILLAGE SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR SUCH FENCE OR PAY ANY COMPENSATION FOR REMOVAL AND/OR DAMAGE TO ANY SUCH FENCE. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUBCONTRACTORS TO ABATE THE OBSTRUCTIONS WITHIN THE EASEMENT SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER DOES NOT PAY FOR SUCH COSTS OF ABATEMENT INCURRED BY THE VILLAGE, THEN THE VILLAGE, MAY, IN ITS DISCRETION, HAVE THE RIGHT TO PLACE A LIEN ON THE PROPERTY IN ADDITION TO ALL OTHER REMEDIES. THE VILLAGE SHALL HAVE NO OBLIGATION TO MAINTAIN THE PREMISES WITHIN THE V.U.E., SUCH AS, BY WAY OF EXAMPLE WITHOUT LIMITATION, GRASS CUTTING, ANY MAINTENANCE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS REASONABLE ATTORNEY'S FEES AND COSTS FROM THE NON-PREVALING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL AND COLLECTION PROCEEDINGS.

## VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS )  
COUNTIES OF MCHENRY AND KANE )

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS.

THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

VILLAGE PRESIDENT \_\_\_\_\_ VILLAGE CLERK \_\_\_\_\_

## SURVEYOR'S STATEMENT

THE ABOVE PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A FIELD SURVEY, EXISTING RECORDS, MAPS AND PLATS.

COMPASS SURVEYING LTD.  
PROFESSIONAL DESIGN FIRM  
LAND SURVEYOR CORPORATION NO. 184-002778  
LICENSE EXPIRES 4/30/2025

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DANIEL W. WALTER  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585  
LICENSE EXPIRES: 11/30/2024

2 OF 2  
SCALE: 1" = 20'  
DATE: 23/07/23

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING  
2631 GINGER WOODS PARKWAY, STE. 100  
AURORA, IL 60502  
PHONE: (630) 820-9100 FAX: (630) 820-7070 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT	THE ENCLAVE RANDALL ROAD ALGONQUIN, IL
CLIENT	JACOB & HEFNER ASSOCIATES, INC. 101 BETTYFIELD ROAD, SUITE 300 DOWNERS GROVE, IL 60513

DATE:	6/7/23	PC:	N/A	DRAIN BY:	MRA	CHECKED BY:	DW	BOOK:	N/A	PG:	N/A
NO.		REVISIONS		DATE		BY					

A:\SPDATA\2023 PROJECTS\23.0723\23.0723\_P054E.DWG





# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	July 18, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP, CEcD, Community Development Director
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Algonquin State Bank Predevelopment Agreement

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### **ACTION REQUESTED:**

Approval of a predevelopment agreement between the Village of Algonquin and

### **DISCUSSION:**

The Village of Algonquin received proposals from two interested parties for the purpose of redeveloping a portion of the Redevelopment Project Area (“Algonquin State Bank Site”) on August 25, 2023. After consideration of the respective qualifications and redevelopment vision submitted by all interested development teams, staff is recommending to designate Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site.

The proposed predevelopment establishes certain conditions that must be met in regards to timing for the agreement to a formal Redevelopment Agreement (“RDA”) for the subject property. Specifically, it requires both parties to enter into and executing a mutually acceptable redevelopment agreement on or before January 16, 2024. It provides the opportunity to extend this period one time for 90 days.

### **ATTACHMENTS:**

Exhibit A – *Kopetsky Properties, LLC Redevelopment Proposal for Algonquin State Bank.*



# REDEVELOPMENT PROPOSAL

Algonquin State Bank Building  
219 S. Main Street

On Behalf of Kopetsky Properties, thank you for reviewing our proposal for the redevelopment of this strategically located property on Algonquin's Main Street. We have spent a considerable amount of time reviewing the site to ensure the proposal is the highest and best use for the property, for the neighbors adjacent to this site as well as an asset the entire Village of Algonquin will be proud to have as an addition to the streetscape. We are confident this proposal is the right choice for the Village of Algonquin.

The redevelopment of this site will accomplish the following:

- Restore a building to meet the historical architectural aesthetic and enhance the character of Old Town Algonquin.
- Introduce several new businesses to a longtime vacant and underutilized property.
- Allow for the excess land to remain Village owned and be used for needed additional public parking for the community.
- Enhance character of Old Town Algonquin.

## **Executive Summary**

Proposed is for the acquisition of the 5,200 SF bank structure plus an additional exterior space for patio seating. The excess land on the 221 S Main Street site is to remain village owned. My team will utilize the basic bones of the existing structure and extensively rehabilitate the exterior façade to meet Village of Algonquin code of architectural standards. The interior will be significantly renovated to include new HVAC units, plumbing, electrical, and meet all ADA accessibility requirements. The building will be renovated to be a multi-tenanted retail building for unique small businesses.

## **Table of Contents:**

- I. Renderings and Plans of Proposed Renovations
- II. Draft Project Pro Forma
- III. Development Team Information

## **I. Renderings and Planes of Proposed Renovations**

Vacant since early 2021, the property has been underutilized since Algonquin State Bank moved their headquarters to the Randall Road location in 1994. The 1970's exterior façade is architecturally unfit for Old Town Algonquin, and the property continues to fall farther into disrepair. An extensive remodel of this building is necessary to attract strong unique businesses to the area.

The property's façade will be significantly renovated to consist of brick, stone, hardie board panels, and decorative Victorian elements. All concept drawings will be approved by the Village Board and Historical Committee.

The interior building is outdated and too large of space for one user. The structure will be split into 2-3 commercial units consisting of 5,200 Square Feet of ground floor leasing plus an additional 4,000 SF of basement storage. The units will all be build-to-suit leasing opportunities. There is significant interest to lease the majority of the space with an existing Algonquin based restaurant looking to expand and a new unique beverage retailer and tap room. Letters of Intent will be executed upon acceptance of this proposal.

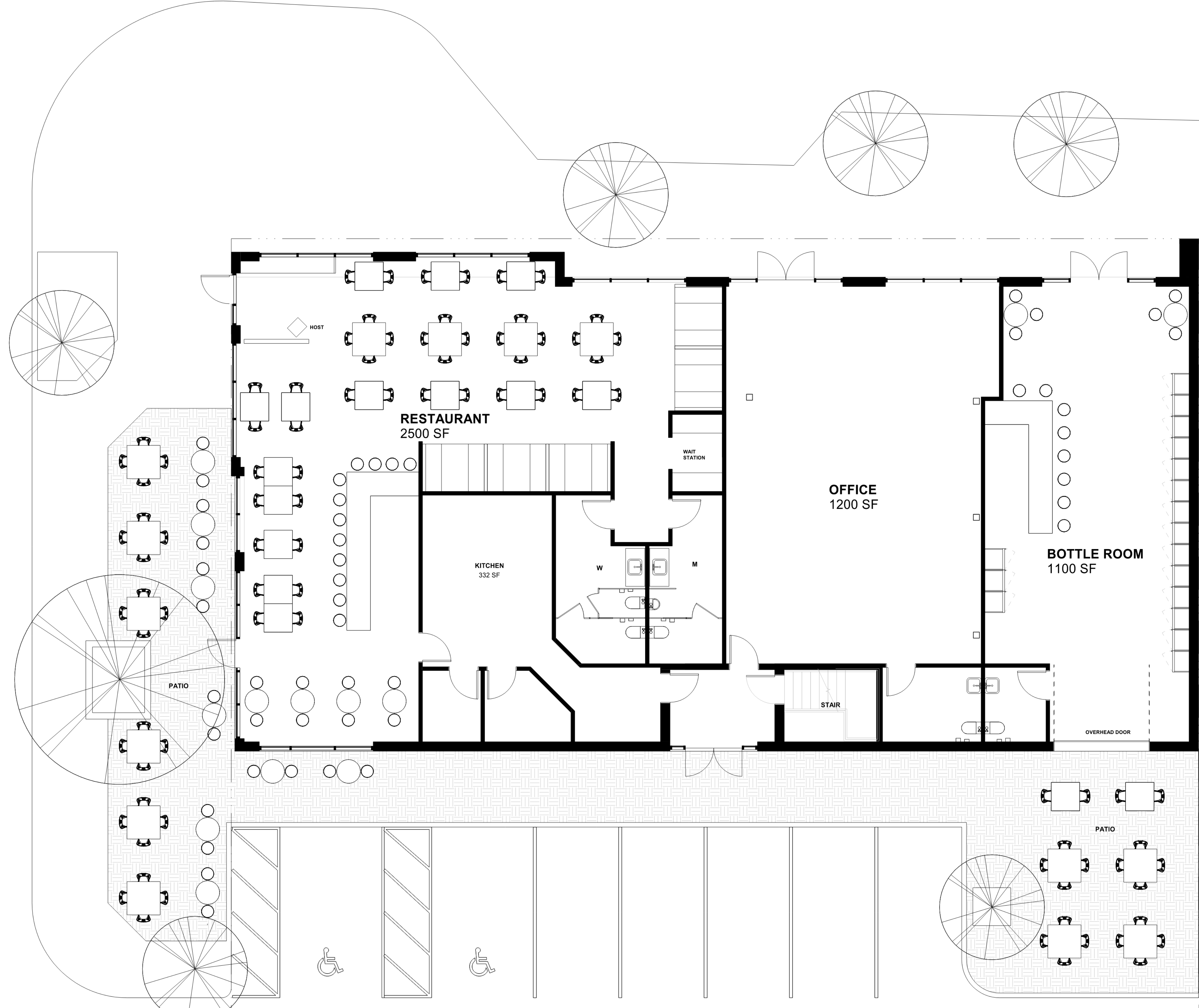


**South Elevation**



**West Elevation**





GROUND FLOOR PLAN



WEST ELEVATION



SOUTH ELEVATION

**DEVELOPMENT CONCEPT DRAWINGS**  
 221 SOUTH MAIN STREET, ALGONQUIN  
 25 AUGUST 2023

THESE PLANS ARE SCHEMATIC IN NATURE AND NEED FURTHER REFINEMENT TO COMPLY WITH APPLICABLE REGULATIONS.

**Risepointe**  
 architecture • design • interiors



## II. Draft Project Proforma

Upon completion and stabilization, the property estimated value is \$700,000. Total project costs are estimated at \$835,000. Given the cost to improve the property to lease ready units exceeds the stabilized value of the property upon completion, the acquisition cost is requested to be \$1.00 with construction permit fee waivers. **No additional financial assistance is being requested at this time.**

Sources:		Uses:	
Bank Loan	515,000	Acquisitions Costs	1
Cash Equity	320,001	Hard Construction Costs	735,000
		Soft Costs	100,000
<b>Total</b>	<b>835,001</b>	<b>Total</b>	<b>835,001</b>

### Real Estate Analysis

219 S Main Street - Project Rent Roll					
	Square Feet	\$ / SF	Annual Rent	Monthly Rent	Lease Type
Unit 1 - Restaurant	2,300	22	50,000	4,167	Modified Gross
Unit 2 - Office/Retail	950	18	17,100	1,425	Modified Gross
Unit 3 - Office/Retail	1,100	18	19,800	1,650	Modified Gross
<b>Totals</b>	<b>4,350</b>		<b>\$ 86,900</b>	<b>\$ 7,242</b>	

\*4,350 in Net Rentable space, 5,200 SF in Gross Building Area

219 S Main Street - Cash Flow Projections			
	Annual	Monthly	
Unit 1 - Restaurant	50,000		
Unit 2 - Retail	17,100		
Unit 3 - Office	19,800		
Expense Reim (\$1 / SF)	5,200		
<b>Total Rents</b>	<b>92,100</b>	<b>7,674.98</b>	
Collection (5%)	4,605	383.75	
Management (5%)	4,605	383.75	
R/E Taxes	20,000	1,666.67	
Insurance (\$0.60 / s.f.)	2,610	217.50	
Utilities (\$0.45 / s.f.)	1,958	163.13	
Legal & Professional	2,000	166.67	
Reserve (1% of Rents)	921	76.75	
<b>Total Expenses</b>	<b>36,698.47</b>	<b>2,290.71</b>	
<b>NOI</b>	<b>55,401.23</b>	<b>4,616.77</b>	

Value Analysis	
Cap Rate	Value
9.00%	615,569
8.50%	651,779
<b>8.00%</b>	<b>692,515</b>
7.50%	738,683
7.00%	791,446

## Construction Budget

The proposed renovations will fully renovate the property. The 3 retail units will be in “warm vanilla box.” The budget proposed will allow these tenants to quickly move in and operate without undergoing an extensive buildout.

<b>Hard Costs:</b>	<b>Cost</b>	<b>\$ / SF</b>
Exteiror Renovation	225,000	37.50
Interior Unit #1	141,250	23.54
Interior Unit #2	131,250	21.88
Corner Unit #3	237,500	39.58
<b>Total Hard Costs</b>	<b>735,000</b>	<b>122.50</b>
Soft Costs	100,000	16.67
<b>Total Costs</b>	<b>835,000</b>	<b>139.17</b>

### III. Development Team

This project will be one of the first large private investments to occur in Old Town Algonquin in over 10 years and will be a significant improvement to enhance the character of Main St. The team assembled are all existing stakeholders in Algonquin and are passionate for the growth of Main St. We have been property owners in Old Town Algonquin for over 40 years and have developed positive relationships with village staff and officials. The team also has an extensive experience in property management, finance, architecture, and construction.

#### **Kopetsky Properties** - Lead Developer and General Contractor

Project Manager: Paul Kopetsky

Kopetsky Properties has owned properties in Old Town Algonquin since 1981. We are a family based development company founded in Algonquin. It is under the management of Paul Kopetsky. Paul began managing the family assets beginning in 2016. Under his management, 214 S Main Street was extensively remodeled earning a Village of Algonquin Rehabilitation award in 2018. In addition, the real estate holdings were expanded with the acquisitions of 210 S Main Street and 203 S Main Street.

**210 S Main Street** was extensively remodeled and now consists of an Fishman Miller PC and a luxury upstairs 2 bedroom apartment. Fishman Miller PC is a local attorney practice. The firm is an advocate for Old Town Algonquin a frequent contributor to many Village of Algonquin sponsored events. Principal, Anne Miller, is past President of the Board of Education for CUSD 300. She was on the Board since 1997 and oversaw much of the growth District 300 had experienced.

**203 S Main Street** was a long vacant property on Main Street. The property was extensively remodeled and now Makity Make, a DIY craft studio occupies this space. This building received the 2022 Renovation of the Year award from the Village of Algonquin.

Kopetsky Family Properties is a key stakeholder for Old Town Algonquin. In the past 5 years, we have invested over \$500,000 in property renovations and acquisitions in Old Town Algonquin. Our reputation in town is the key to our success. The pride of ownership with our Main Street buildings demonstrates we can execute on an extensive rehabilitation project.

In the past 5 years, we have introduced 6 new business in town and added 2 luxury residential units. Our properties have received 0 property maintenance citations, 0 police calls, and 0 fire calls.

Businesses introduced to Old Town Algonquin:

Business Name	Property Address	Type of Business
Fishman Miller PC	210 S Main St	Professional Services
Mane, A hair boutique	214 S Main St	Salon
Makity Make	203 S Main St	Unique Retailer
Fern Hill Market	302 S Main St	Unique Retailer
Shelter Insurance	200 N Harrison St	Professional Services
Prime Sales Marketing	200 N Harrison St	Professional Services
The JP Group	200 N Harrison St	Professional Services

**Architect: Risepointe Architects**

Risepointe Architects is a national architecture and design firm based in Algonquin. They specialize in Church architecture and design across the United States. The firm has extensive experience in adaptive reuse of structures. Risepointe is locally based and is passionate about attracting new businesses to Old Town Algonquin.



# Paul Kopetsky

Algonquin, IL

## EXPERIENCE

### **Wintrust Financial Corporation – Rosemont, IL**

September 2010 - Present

*Assistance Vice President, Construction Lending*

- Project manager for a portfolio aggregating over \$350 million in construction loan exposure with over 25 ongoing projects.
- Review construction draw requests for balanced budgets and sufficient funding sources for project completion for the lifetime of the project.
- Work with inspecting architects and title companies to minimize lien risk and proper construction quality methods.
- Collect and review construction documentation for accuracy and completeness.
- Advise and consult with senior management with problem construction loans to minimize bank risk.

### **Kopetsky Properties – Algonquin, IL**

September 2016-Present

*Owner / Property Manager*

- Actively manage family owned assets in Old Town Algonquin consisting of 4 buildings.
- Lead in the purchase, redevelopment, and rehab construction of 2 historical district structures - 210 S Main Street and 203 S Main Street.
- Increased the real estate portfolio from 1 property to 6 properties over a 5 year period.
- Managed several construction maintenance and renovation projects of various complexities.

### **Century 21 New Heritage West – West Dundee, IL**

September 2018-Present

*Realtor*

- Consistent top performing real estate agent in the Fox Valley market.

## EDUCATION

**DePaul University, Chicago, IL**

Graduated June 2013

Bachelor of Science in Finance

## AWARDS AND CERTIFICATIONS

- 2023 Graduate of the Algonquin Ted Spella Leadership Academy
- 2023 Building Rehabilitation Award Winner for 203 S Main Street, Algonquin, IL
- 2018 Building Rehabilitation Award Winner for 214 S Main Street, Algonquin, IL
- Illinois Real Estate License



**P: 206.470.9727**

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### References

Tyler Gorsline,  
Lead pastor of A Seattle Church  
tyler@aseattlechurch.com  
206.849.8372

Shawn Roberge PE, SE  
Principal, Lund Opsahl  
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206-402-5156 ext 1003

David Parker,  
Executive pastor of Downtown Corner-  
stone Church  
david@downtowncornerstone.org  
206.960.6399

Ryan McIntosh,  
Ryan General Contractors  
drmcintosh@ryangc.com  
425.448.4489

### Skills and Endorsements

- NCARB
- Programming
- Preliminary Design
- Sustainable Design
- Comprehensive Planning
- Master Planning
- Revit Building Modeling
- Construction Detailing
- Design Research
- Mixed-Use



### Jon Bugler, AIA NCARB

Architect of Record

### Responsibilities

- Chief Design Officer
- Architectural Design
- Programming and Preliminary Design Objectives

### Education and Qualifications

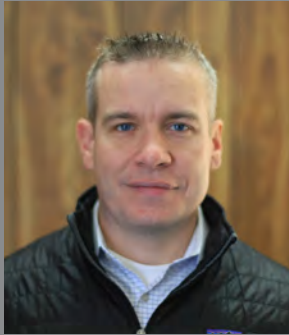
- On-Staff Ministry Experience: Mars Hill Church
- NCARB Licensed Architect
- Licensed in 15 states to practice Architecture
- Extensive Church, Non-Profit, Retail and Assembly Design Experience
- 16+ years of Non-Profit Design and Project Delivery Experience
- Lead Elder at A Seattle Church

### Recent Projects (Risepointe)

Downtown Cornerstone Seattle, WA	24,000 SF	\$20M
Calvary Chapel Las Vegas, NV	22,000 SF	\$7M
Impact Church Lowell, MI	45,000 SF	\$9M
Calvary Chapel Southbury, CT	18,000 SF	\$6M
Mission Church Ventura, CA	28,000 SF	\$4M
Bridge Church Des Plaines, IL	30,000 SF	\$6M
North Ridge Church Marshfield, WI	18,000 SF	\$4M

### Professional Projects (non Risepointe)

Ballard Blocks 1 - retail mixed use LEED-CS 2.0 Silver certification.	Clark Barnes Project Architect	338,000 SF	\$16M
Mars Hill Church - Bellevue, Shoreline and 8 other locations	Clark Barnes/on staff Project Manager	Multiple	\$9M
Aleutian Spray Fisheries, Lake Union Seattle	Clark Barnes Seattle	22,000 SF	\$12M
Seattle Justice Center interiors, Seattle	NBBJ	183,000 SF	\$92M



**P: 224.587.6397**

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## References

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byrongraham@att.net  
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David Miller  
CEO Leadership Pathway  
dave@leadershippathway.org  
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Matt McKay  
CEO HouseRight  
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859.248.6554

## Skills and Endorsements

- Leadership
- Project Management
- Strategic Planning
- Project Planning
- Architectural Design and Development
- Leadership Development
- Nonprofits
- Team Building
- Fundraising
- Coaching

## Aaron Stanski

CEO - Founder

## Responsibilities

- Project Manager of Preliminary Design and Needs Analysis Phases

## Education and Qualifications

- On-Staff Ministry Experience: Park Community Church
- Mechanical Engineer with Extensive Project Experience
- Led a team of Architects and Audio-Video Designers with Church Solutions Group
- Church Development Consultant
- 15+ years of Non-Profit Design and Project Delivery Experience
- Completed Preliminary Design of over 400+ Projects Nation-Wide

## 2021 Preliminary Design Projects (Risepointe)

Arbor Church - Preliminary Design Reuse Spring Arbor, MI	125,000 SF	\$5.1M
Faith Church - Relocation, Adaptive Reuse Lansing, MI	29,000 SF	\$5.2M
Lifepointe Church - Relocation, Construction Sedalia, MO	35,000 SF	\$9M
Bedford Community - Remodel/Expansion Bedford, NY	22,000 SF	\$1.5M
Faith Church - Remodel/Expansion Duncan, OK	20,000 SF	\$2.8M
JC Naz - Remodel Junction City, KS	20,000 SF	\$1M
Bethany Lutheran - Expansion Omaha, NE	10,000 SF	\$4.2M
Montclair Tabernacle - Expansion/Remodel Dumfries, VA	15,000 SF	\$2.5M
EFREE Church - Expansion/Community Center Gaylord, MI	40,000 SF	\$12M
Concord Baptist Church - Expansion/Entry/Remodel Irvine, TX	5,000 SF	\$6M
Downtown Cornerstone - Relocation/Remodel Seattle, WA	24,000 SF	\$20M



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### References

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 Pleasant Dale Church  
 shawngmoser@gmail.com  
 260.565.3797

Kelly Robertson  
 Downtown Cornerstone Church  
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 440.487.1595

### Skills and Endorsements

- LEED AP
- PMP Certified
- Architectural Design
- Green Buildings
- Sustainable Development
- Urban Planning
- Energy Efficiency
- Multi-Use Spaces
- 3D Modeling

### Jill Bandrapalli, PMP, Assoc. AIA, LEED AP

Architectural Design, Seattle Office

### Responsibilities

- Architectural Design
- LEED and Environmental Objectives
- Interior and Exterior Coordination

### Education and Qualifications

- Masters in Architecture from University of Washington
- 5+ Years of Church Design Experience
- Extensive Retail and Mixed-Use Design Experience
- LEED Certified
- Senior Project Manager
- Travels independently to churches and nonprofits throughout the Northwest and California to consult on Programming and provide Preliminary Design

### Recent Projects (Risepointe)

Pleasant Dale Decatur, IN	Expansion Renovation	14,000 SF	\$4.5MM
Crossline Church Phase 2 Orange, CA	Exterior Expansion	n/a	\$2M
Calvary Chapel Las Vegas, NV	New Construction	22,000 SF	\$7M
Grace Fellowship Westminster, MD	Expansion Renovation	8,000 SF	\$2M
Downtown Cornerstone Seattle, WA	Historic Renovation	24,000 SF	\$20M
Movement Church Huntsville, AL	Expansion Renovation	10,000 SF	\$3M
Valley Christian Assembly Fall City, WA	Expansion Renovation	5,000 SF	\$1.5M

### Professional Projects (non Risepointe)

Tower at PNC Plaza Pittsburgh, PA	Paladino LEED Platinum	33 stories	\$400M
Marriott Hotels Multiple Projects	Paladino LEED	multiple	n/a
PNC Bank Nationwide Projects	Paladino Green Project	multiple	n/a
Verizon Wireless Nationwide Projects	Paladino LEED	multiple	n.a



**P: 815.900.8087**

**E: [chris@risepointe.com](mailto:chris@risepointe.com)**

### References

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Sam Buchmeyer  
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 262.409.6459

Michelle Swanson, AIA  
[michelleswanson@smithgill.com](mailto:michelleswanson@smithgill.com)  
 312.870.4281

### Skills and Endorsements

- Architectural Design
- Revit
- Rendering
- 3D Modeling
- Urban Design and Planning
- Sustainable Design
- Mixed-Use
- LEED GA
- Construction Drawings
- Comprehensive Planning
- Master Planning

### Chris Strasser, Assoc. AIA, LEED GA

Design Director, Chicago Office

### Responsibilities

- BIM Specialist: Manages the firms responsibility to maintain and push the construction drawings to their greatest potential in 3D.
- Design Director: All visual media should not only represent Risepointe, but also our clients - continually develops the visual representation of the Risepointe Product, but is an internal resource for design trends in the built environment.
- Oversees the designers in the Chicago office

### Education and Qualifications

- Masters in Architecture from Judson University
- 10 yrs experience providing Pre-Design, Programming and 3D Visioning experience
- Senior Project Manager
- Volunteers in the kids' ministry at his local church

### Recent Projects (Risepointe)

Arise Church Sheboygan, WI	Architectural Renovation	14,000 SF	\$1.1M
North Ridge Church Marshfield, WI	New Construction	32,000 SF	\$3.7M
Frankenmuth Bible Frankenmuth, MI	Architectural Renovation	29,286 SF	\$900k
Calvary Chapel Southbury, CT	New Construction	18,095 SF	\$4.2M
Port City Church Muskegon, MI	Architectural Renovation	22,000 SF	\$3.1M
Heartland Church Sun Prairie, WI	Architectural Renovation	36,250 SF	\$4M
Impact Church Lowell, MI	New Construction	45,000 SF	\$7.5M

### Professional Projects (non Risepointe)

Steppenwolf Theatre Chicago, IL	AS+GG	50,000 SF	\$36M
Astana Expo (Pavilion / Hotel) Astana, Kazakhstan	AS+GG	2,300,000 SF	\$6B
Akhmat Tower (Lobby) Grozny, Chechnya	AS+GG	2,816,000 SF	\$1B
Suzhou Keyne Centre (Podium) Suzhou, China	AS+GG	1,300,000 SF	n/a
Willow Creek North Shore Chicago, IL	AS+GG	72,000 SF	\$18M





**P: 630.329.**

**E: lauriat@risepointe.com**

### References

Jason Draper  
jdraper@bethanyroad.org  
815.756.9020

G. John Morris  
gjmorris@wheatonbible.org  
630.260.1600

Duane Martin  
Duane.Martin@us.ibm.com  
630.333.7603

### Skills and Endorsements

- Architectural Design
- Programming
- Master Planning
- Site Planning
- Revit
- 3D Modeling
- Rendering
- Space Planning
- Mixed-Use
- Church Design

### Christopher Lauriat, AIA, NCARB

Senior Architect

### Responsibilities

- Senior Architect and Project Manager
- Constructibility and Design Direction
- Design and Construction Detailing

### Education and Qualifications

- Masters in Architecture from Cornell University
- Extensive Experience executing church project across various construction methodologies; design-build, design-bid-build, team build
- 18+ years experience programming and preliminary design
- Volunteers in the worship ministry at his local church

### Recent Projects (Risepointe)

Pleasant Dale Decatur IN	Expansion Renovation	14,000 SF	\$4.5M
Calvary Church Bellevue, NE	Expansion Renovation	32,000 SF	\$3.7M
Holy Trinity Chicago, IL	Architectural Renovation	5,000 SF	\$500k
Bedford Community Bedford, NY	New Construction	22,000 SF	\$1.5M
Immanuel Lutheran Palatine, IL	Architectural Renovation	2,000 SF	\$200k

### Professional Projects (non Risepointe)

Aurora Christian Schools Sycamore, IL	CBC	50,000 SF	n/a
St. John's Lutheran Church Mount Prospect, IL	CBC	12,000 SF	\$2.4M
Monroe Street Church of Christ Chicago, IL	CBC	11,000 SF	\$2.7M
Educare West Dupage Glenn Arbor Day Care	CBC	10,000 SF	n/a
Torre Fuerte Iglesia Dios Lyons, IL	CBC	20,000 SF	\$5.1M

**RESOLUTION NO. \_\_\_\_\_**

**DESIGNATING KOPETSKY PROPERTIES, LLC, AND ITS AFFILIATES (“DEVELOPER”) AS THE PREFERRED DEVELOPER FOR THE ALGONQUIN STATE BANK PROPERTY LOCATED AT 221 SOUTH MAIN STREET, ALGONQUIN, ILLINOIS WITHIN THE DOWNTOWN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND AUTHORIZING THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT THERETO**

**WHEREAS**, the Corporate Authorities of the Village of Algonquin, McHenry and Kane Counties, Illinois (hereinafter “the Village”), pursuant to powers granted to the Village by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq (the “Act”), on October 8, 2014 adopted ordinances:

- a) Ordinance No. 2014-O-41 approving a redevelopment plan and project entitled Village of Algonquin Redevelopment Plan and Project Tax Increment Financing Downtown TIF District, and
- b) Ordinance No. 2014-O-43 adopting tax increment financing for the Redevelopment Project area.

**WHEREAS, ON OR ABOUT** August 25, 2023, the Village received proposals from interested parties for the purpose of redeveloping a portion of the Redevelopment Project Area (“Algonquin State Bank Site”);

**WHEREAS**, the Algonquin State Bank Site is located within McHenry County, Illinois and is depicted on Exhibit A attached hereto and thereby made a part hereof, and

**WHEREAS**, the Algonquin State Bank Site, lies wholly within the boundaries of the Village and within the boundaries of the Redevelopment Project Area; and

**WHEREAS**, the Village received inquiries from two (2) development teams interested in a potential development opportunity for the Algonquin State Bank Site; and

**WHEREAS**, the Village invited interested developers to present their qualifications to the Village’s Community Development Staff; and

**WHEREAS**, in addition reviewing the developers’ proposals, the Community Development Department is recommending Kopetsky Properties, LLC be considered for the redevelopment of the Algonquin State Bank Site; and

**WHEREAS**, after due consideration of the respective qualifications and redevelopment vision submitted by all interested development teams and other information which is deemed relevant, ‘the Village’ now desires to designate Kopetsky Properties, LLC, as its preferred developer of the Algonquin State Bank Site; and

**WHEREAS**, the Village has determined that designating Kopetsky Properties, LLC as its preferred developer for the Algonquin State Bank Site, and authorizing the Village to commence the negotiations of a redevelopment agreement in connection with the Algonquin State Bank Site is reasonably necessary to achieve certain objectives of the Redevelopment Plan, as required by Section ( )11-74.4-4 (b) of the Act:

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

**SECTION 1:** That the Corporate Authorities hereby find and follows:

- A. That the recitals hereinabove set forth are true and correct and are made a part hereof as the findings of the Corporate Authorities; and
- B. That it is deemed necessary, convenient, desirable, and required for the exercise of the Village's corporate purposes and reasonably necessary to achieve certain objectives of the Redevelopment Plan and to designate Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site and to authorize the Village to commence the negotiation of a redevelopment agreement with Kopetsky Properties, LLC, subject to timely compliance with the conditions hereinafter set forth;
  - 1. The designation of Kopetsky Properties, LLC as the preferred developer of the Algonquin State Bank Site, and the Village obligations under this Resolution are subject to Kopetsky Properties, LLC, in a timely manner developing a concept plan, as determined by the Village in its sole discretion to be approved as the preferred plan for development of the Algonquin State Bank Site.
  - 2. The designation of Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site and the Village's obligations under this Resolution are subject to Kopetsky Properties, LLC, and the Village on or **before January 16, 2024, entering** into and executing a mutually acceptable redevelopment agreement, and planned development for the Algonquin State Bank Site, in accordance with the Act and the Redevelopment Plan.

**SECTION 2:** That pursuant to the authority vested in the Corporate Authorities of the Village pursuant to the statutes of the State of Illinois, including specifically, but not limited to, the Act and the ordinances of the Village, hereby designates Kopetsky Properties, LLC, as the preferred developer for the Algonquin State Bank Site, subject to the terms and conditions of the Resolution and further subject to the terms and conditions of any redevelopment agreement and or related documents hereafter executed by and between the Village and Kopetsky Properties, LLC, if any, and hereby authorizes the Village to commence the negotiations of a redevelopment agreement with Kopetsky Properties, LLC, subject to timely compliance with the conditions hereinafter set forth;

- A. The designation of Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site and the Village Obligations under this Resolution are subject to Kopetsky Properties, LLC, in a timely manner, developing a concept plan, as determined by the Village in its sole discretion to be approved as the preferred plan for the development of the Algonquin State Bank Site;
- B. The designation of Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Redevelopment Site is subject to Kopetsky Properties, LLC, and the Village **on or before January 16, 2024** entering into an executing a mutually acceptable redevelopment agreement, and Planned Development for the Algonquin State Bank Site, in accordance with the Act and the Redevelopment Plan. If no Redevelopment Agreement is entered into by the parties by January 16, 2024, this Resolution shall automatically terminate. In the event that this Resolution is extended as set forth in Section 3 below, and no Redevelopment Agreement is entered into by the end of said extension, this Resolution shall automatically terminate.



**SECTION 3:** The Corporate Authorities of the Village of Algonquin shall have the right to consider an extension of the aforesaid deadline, provided that both parties deem it necessary and desirable to finalize the negotiations and agreements relative to the redevelopment of the Algonquin State Bank Site. The one-time extension shall not exceed 90 days.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**SECTION 5:** That any financial assistance rendered to the Preferred Developer by the Village to the Preferred Developer shall be contingent upon the Village entering into a mutually acceptable redevelopment agreement with the Preferred Developer, as determined in the Village's sole discretion, and the authority, restrictions, terms and conditions imposed by the TIF Act notwithstanding any other provision herein to the contrary. If there is any inconsistency or conflict between this provision or any other provision of this resolution, the terms and conditions of this provision shall control, govern and prevail.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023

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

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Fred Martin, Village Clerk



# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	October 10, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	PZ-2023-09, Aspen Woods on the Fox Subdivision Presentation

---

### **ACTION REQUESTED:**

Greg Pantos, representing AK Group, LLC, submitted for Preliminary Plan Development Approval for the Aspen Woods on the Fox Subdivision, formally known as River Ridge Estates and Riverwoods on the Fox. Mr. Pantos would like to present the updated Aspen Woods on the Fox Preliminary Plan to the Committee of the Whole for feedback before revising and resubmitting the plans for staff's review.

Tonight's presentation to the Committee of the Whole is only for feedback and there will be no vote on the project.

### **HISTORY:**

**Riverwoods on the Fox Prelim PUD (2008)** – The first version of this property only included the east-west portion of the property, now known as Ashley Lane. This proposal included 17 homes, 2 stormwater management areas, a private road, and river access on 12 acres.

This subdivision proposal was denied by the Village due to a variety of concerns and issues including impacts to the land, the number of variations from the subdivision ordinance, and a lack of public utilities.

**River Ridge of the Fox Prelim PUD (2013)** – The subdivision was revised based on the feedback from the 2008 Preliminary Plan denial. In addition, AK Group, LLC purchased additional land to the southwest of the original subdivision which made it more efficient to run water and sanitary service to the development. The Preliminary Plan included 26 single-family homes, 3 stormwater management areas, river access, and open space on 26.26 acres. The overall street layout was also improved to reduce the impact to the overall hillside, the roadways were made public, and connections were made to the proposed Prairie Path Subdivision.

The Village approved an Annexation Agreement, Annexation of a portion of the southern property (most of the property was already annexed), and an Ordinance granting Zoning upon Annexation

and a Preliminary Planned Development. However, before the Final Plan submittal, AK Group, LLC determined that the market couldn't support the subdivision as approved and paused the project. The Annexation Agreement required that the Final Plat be submitted within four years of Preliminary Plan approval. By not submitting the Final Plat, the Annexation Agreement was not fulfilled.

**Aspen Woods on the Fox Concept (2023)** – Mr. Pantos began working with staff in 2021 on a revised concept called Aspen Woods on the Fox. This concept kept the same general roadway layout as the 2013 Preliminary Plan, but now introduced townhomes amongst single-family homes. Initial feedback was gathered at the September 9, 2021, Committee of the Whole Committee wherein Mr. Pantos then kept working with staff through the next calendar year. Mr. Pantos submitted a complete Development Petition at the beginning of April 2023. Aspen Woods on the Fox includes 44 single-family homes, 27 townhomes (8 buildings), 3 stormwater management areas, river access, and open space on 26.26 acres.

Note that the current zoning is R-1 One-Family Dwelling which allows for up to 4.356 single-family dwelling units per acre.

**ACTION:**

Only verbal feedback is being sought by the Petitioner at this meeting with no vote by the Board.

**ATTACHMENTS:**

- Exhibit A. 2023 Aspen Woods on the Fox – Preliminary Pan
- Exhibit B. 2008 Riverwoods on the Fox – Preliminary Plan
- Exhibit C. 2013 River Ridge on the Fox – Preliminary Plan
- Exhibit D. Ordinance 2013-O-48



# 2023 Preliminary Plan

## ASHLEY LANE



STAGE vs. STORAGE RELATIONSHIPS COMBINED SWMF BASINS A AND B				
Elev.	Proposed Incr. Volume (Ac.-Ft)	Proposed Cumulative Volume (Ac.-Ft)	Record Incr. Volume (Ac.-Ft)	Record Cumulative Volume (Ac.-Ft)
776.0	0.000	0.000		
777.0*	0.146	0.146		
778.0	0.207	0.353		
779.0	0.282	0.635		
780.0	0.311	0.946		
781.0	0.359	1.305		
781.5	0.198	1.481		
Total @ H.W.L. = 1.481 (Ac.-Ft)				

\* STARTING W.S.E.L.

- Estate - Single Family Home
- Manor - Single Family Home
- Open Space
- Townhome Lot
- Water Management Area

**LEGEND**

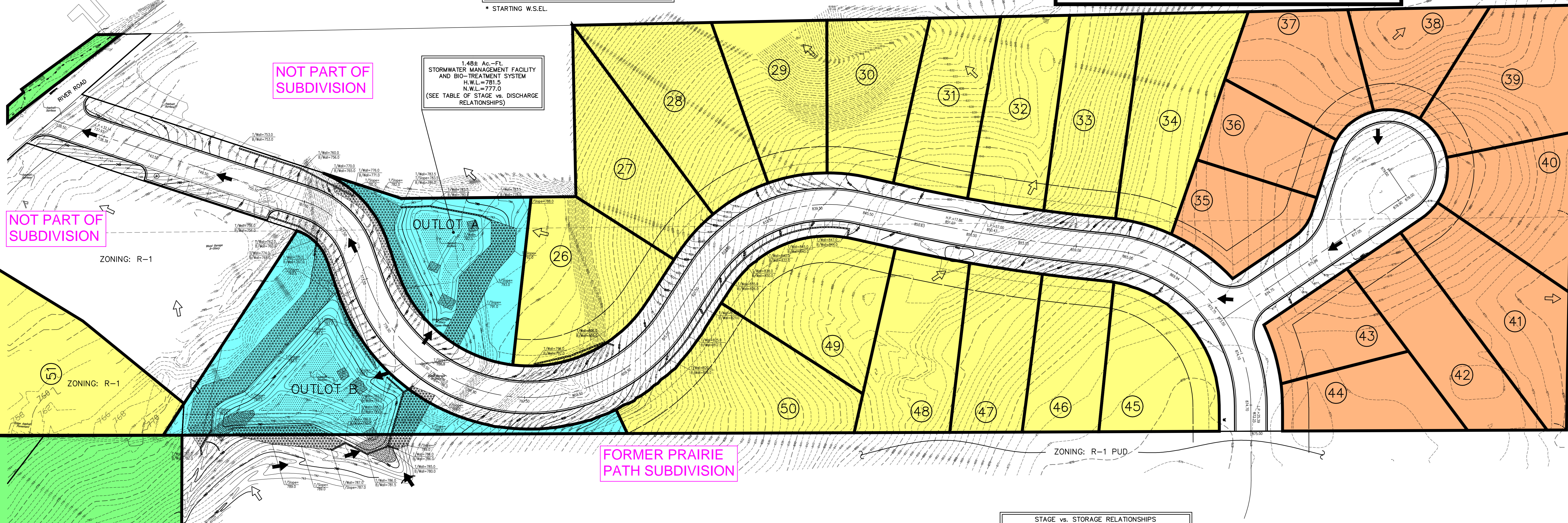
EXISTING OVERLAND FLOOD ROUTE  
PROPOSED OVERLAND FLOOD ROUTE  
FLOODPLAIN LIMITS



LOCATION MAP

### ASPEN WOODS ON THE FOX P.U.D. SITE ANALYSIS

<b>I. ESTATE HOMES</b>		
A. TOTAL ESTATE HOME LOTS	400,496 ± S.F.	28
B. TOTAL ESTATE HOME LOT AREA	14,303 ± S.F.	
C. AVERAGE ESTATE HOME LOT AREA	10,346 ± S.F.	
D. MINIMUM ESTATE HOME LOT AREA	8,071 ± S.F.	
E. MAXIMUM ESTATE HOME LOT AREA	37,787 ± S.F.	
BULK ZONING SETBACKS		
	FRONT YARD - 25 FT.	
	REAR YARD - 30 FT.	
	INTERIOR SIDE YARD - 7.5 FT.	
	CORNER SIDE YARD - 15 FT.	
<b>II. MANOR HOMES</b>		
A. TOTAL MANOR HOME LOTS	181,369 ± S.F.	16
B. TOTAL MANOR HOME LOT AREA	11,336 ± S.F.	
C. AVERAGE MANOR HOME LOT AREA	8,071 ± S.F.	
D. MINIMUM MANOR HOME LOT AREA	15,281 ± S.F.	
E. MAXIMUM MANOR HOME LOT AREA	37,787 ± S.F.	
BULK ZONING SETBACKS		
	FRONT YARD - 25 FT.	
	REAR YARD - 25 FT.	
	INTERIOR SIDE YARD - 7.5 FT.	
	CORNER SIDE YARD - 15 FT.	
<b>III. VILLA HOMES</b>		
A. TOTAL VILLA CONDO UNITS	27	
B. TOTAL VILLA BLDG. AREA	136,534 ± S.F.	8
C. TOTAL VILLA CONDO AREA	5,067 ± S.F.	
D. AVERAGE VILLA CONDO AREA	17,067 ± S.F.	
E. MINIMUM VILLA CONDO AREA	10,789 ± S.F.	
F. MAXIMUM VILLA CONDO AREA	25,775 ± S.F.	
BULK ZONING SETBACKS		
	FRONT YARD - 20 FT.	
	REAR YARD - 20 FT.	
	INTERIOR SIDE YARD - 10 FT.	
	CORNER SIDE YARD - 15 FT.	
<b>IV. TOTAL SITE AREA</b>		26.25 ± AC.
<b>V. TOTAL UNITS</b>		44
<b>VI. OVERALL SITE DENSITY</b>		2.70 ± DU/AC.
<b>VII. TOTAL SWMF AREA</b>		1.07 ± AC.
<b>VIII. TOTAL PARK / OPEN SPACE AREA</b>		2.64 ± AC.
<b>IX. TOTAL R.O.W. AREA</b>		5.65 ± AC.
<b>X. TOTAL RESIDENTIAL AREA</b>		719,486 ± S.F.
<b>XI. AVERAGE AREA PER RESIDENTIAL UNIT</b>		10,134 ± S.F.



STAGE vs. STORAGE RELATIONSHIPS SWMF BASIN E				
Elev.	Proposed Incr. Volume (Ac.-Ft)	Proposed Cumulative Volume (Ac.-Ft)	Record Incr. Volume (Ac.-Ft)	Record Cumulative Volume (Ac.-Ft)
799.0	0.000	0.000		
800.0*	0.179	0.179		
801.0	0.191	0.370		
802.0	0.191	0.561		
803.0	0.191	0.753		
804.0	0.191	0.944		
805.0	0.191	1.136		
805.5	0.197	1.233		
Total @ H.W.L. = 1.233 (Ac.-Ft)				

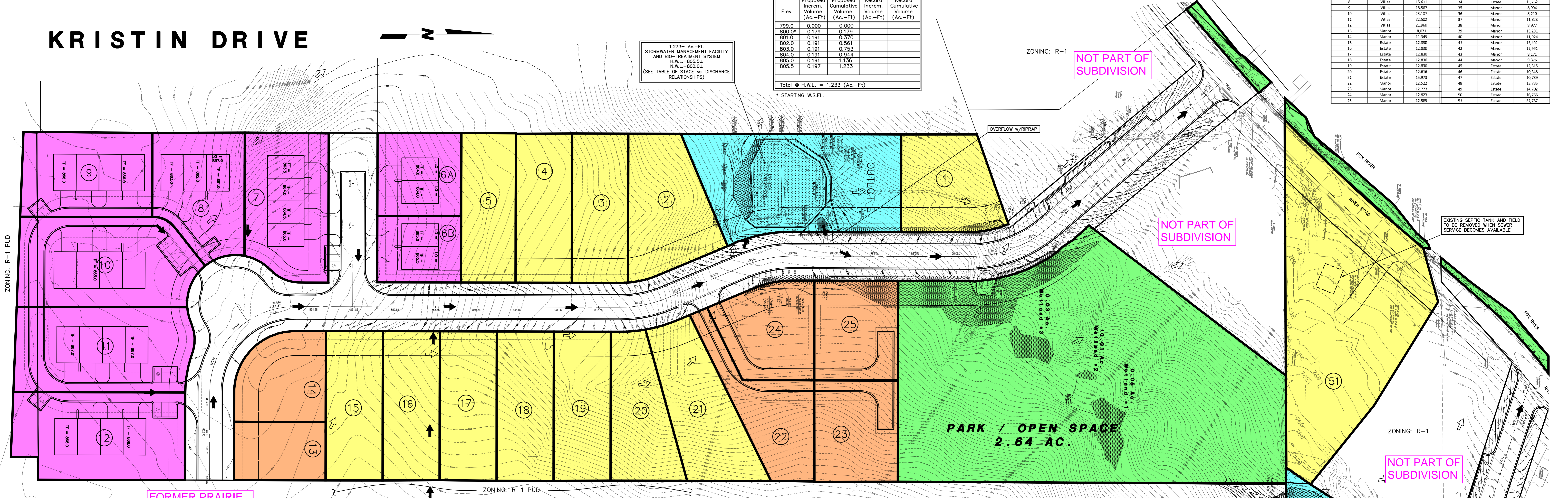
\* STARTING W.S.E.L.

## KRISTIN DRIVE



STAGE vs. STORAGE RELATIONSHIPS STORMWATER MANAGEMENT FACILITY AND BIO-TREATMENT SYSTEM N.W.L.=805.5± N.W.L.=800.0±				
Elev.	Proposed Incr. Volume (Ac.-Ft)	Proposed Cumulative Volume (Ac.-Ft)	Record Incr. Volume (Ac.-Ft)	Record Cumulative Volume (Ac.-Ft)
799.0	0.000	0.000		
800.0*	0.179	0.179		
801.0	0.191	0.370		
802.0	0.191	0.561		
803.0	0.191	0.753		
804.0	0.191	0.944		
805.0	0.191	1.136		
805.5	0.197	1.233		
Total @ H.W.L. = 1.233 (Ac.-Ft)				

\* STARTING W.S.E.L.



Lot Table					
LOT NUMBER	CLASSIFICATION	AREA (S.F.)	LOT NUMBER	CLASSIFICATION	AREA (S.F.)
1	Estate	13,527	26	Estate	16,374
2	Estate	15,934	27	Estate	13,509
3	Estate	12,637	28	Estate	16,709
4	Estate	12,648	29	Estate	12,480
5	Estate	12,270	30	Estate	12,151
6A	Villas	8,023	31	Estate	13,588
6B	Villas	10,463	32	Estate	12,521
7	Villas	17,904	33	Estate	15,214
8	Villas	15,631	34	Estate	15,762
9	Villas	15,507	35	Manor	8,954
10	Villas	24,109	36	Manor	8,210
11	Villas	22,502	37	Manor	13,828
12	Villas	21,969	38	Manor	8,977
13	Manor	8,071	39	Manor	15,281
14	Manor	11,349	40	Manor	13,924
15	Manor	12,648	41	Manor	13,901
16	Manor	12,830	42	Manor	12,991
17	Manor	12,830	43	Manor	8,173
18	Manor	12,830	44	Manor	9,376
19	Manor	12,830	45	Estate	12,335
20	Manor	12,635	46	Estate	10,348
21	Manor	12,973	47	Estate	10,789
22	Manor	12,522	48	Estate	13,735
23	Manor	12,775	49	Estate	14,702
24	Manor	13,520	50	Estate	16,766
25	Manor	12,589	51	Estate	37,287

PREPARED FOR:  
A.K. GROUP, LLC  
1912 N. CARLYLE PLACE  
ARLINGTON HEIGHTS, IL 60064  
(847) 774-9921

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675  
Ph: 630.862.2100 Fax: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	11-10-2021	First Submittal; Conceptual P.U.D. Plan	7	06-03-2022	Second Revision; Preliminary P.U.D. Plan Amendment
2	01-25-2022	First Revision; Conceptual P.U.D. Plan	8	06-20-2022	Third Revision; Preliminary P.U.D. Plan Amendment
3	02-21-2022	Second Revision; Conceptual P.U.D. Plan	9	09-07-2022/AG	Added Zoning, SWMF Info, Overland Flood Routes, Benchmarks
4	03-08-2022	First Draft; Preliminary P.U.D. Plan Amendment	10	01-23-2023	Shift Townhomes, Revise Lotting Per Staff Directives
5	03-21-2022	First Revision; Preliminary P.U.D. Plan Amendment	11	03-22-2023	Revise Villas & Add Parking Per Staff Directives
6	04-06-2022	Wetlands Delineated	12	09-14-2023	Fourth Revision; Revise Lotting Per Staff Directives

ASPEN WOODS ON THE FOX P.U.D.  
PRELIMINARY P.U.D. PLAN AMENDMENT

FILE NAME: PRELIM PUD	DSGN. BY: RWB	JOB NO.: 903.787	FLD. BK./PG.: ---	SHEET NO. 1 of 1
DIR: 903.787	DRN. BY: DJF	DATE: 03-22-2023	SCALE: 1" = 40'	



A Memo From...



VILLAGE OF ALGONQUIN  
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: September 18, 2023

Re: Video Gaming Terminals

The Illinois Gaming Board increased the number of video gaming terminals allowed in businesses from 5 to 6. Currently, there are 17 businesses within the Village that hold a Video Gaming Terminal License and 3 businesses have applied for their State of Illinois Gaming license, but has yet to be approved. Of those 17 Terminal License holders, 4 businesses currently have 6 terminals (see below).

Establishment	Address	City	# of Terminals
Bowlero (Lieserv)	1611 Randall Rd. S.	Algonquin	5
Bulldog Ale House (Algonquin Commons)	1520 Randall Road	Algonquin	6
Bull's Eye Pub & Eatery	119-121 Main St S.	Algonquin	5
Cattleman's Burger and Brew Inc	205 Main St. S.	Algonquin	4
China Dragon 1	1306 Algonquin Rd E	Algonquin	5
Creekside Tap (Vapari Inc)	7 Main St. S	Algonquin	5
Cucina Bella (Colatori Inc.)	220 Main St. S	Algonquin	5
Donkey Inn	330 Eastgate	Algonquin	6
Golf Club of Illinois (GCI LLC)	1575 Edgewood Dr	Algonquin	5
Iron Horse Bar & Grill	3965 Algonquin Rd. W	Algonquin	6
Kosta's Gyros (PPB Restaurant)	4053 Algonquin Rd. W	Algonquin	5
Port Edwards	20 Algonquin Rd. W	Algonquin	5
Riverview (Battaglia Pizza)	1320 Main St. S	Algonquin	6
Sushi King II	1030 Algonquin Rd E	Algonquin	5
Tap House Grill Algonquin LLC	1508 Randall	Algonquin	5
Tavern at the Bridge (JTATB)	101 Algonquin Rd. E.	Algonquin	4
Twisted Rose (HBJ Corp.)	1130 Main St. S	Algonquin	5

It is recommended by staff to pass an Ordinance to limit the number of gaming terminals to 5 per business/location. However, put in place a "grandfather clause" to allow the current businesses with 6 terminals to continue operations status quo. This will not only curtail the attractiveness for Gaming Cafés to try to get into Algonquin, this will also prohibit further increases if the State were to allow additional terminals within each business.

**ORDINANCE NO. 2023 - O -**

***An Ordinance Amending Section 43.39, Video Gaming Terminals,  
of the Village of Algonquin Municipal Code***

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

WHEREAS, under Section 25 of the Video Gaming Act, 230 ILCS 40, the Village may limit the number of video gaming terminals within the licensed establishment;

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

SECTION 1: Paragraph E, Issuance, of Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code shall be amended with the underline language being added as follows:

E. Issuance: The applicant must obtain proper state licenses and exhibit proof of said licenses prior to the issuance of a license pursuant to this Section. Upon approval of the application and payment of the license fee, the Village shall issue a certificate bearing the notation “Village of Algonquin Video Gaming License for 20\_\_.” One license shall be issued for each establishment and list the number of video gaming terminals licensed for said establishment and it shall be affixed in a conspicuous place. The total number of video gaming terminals may not exceed five terminals per establishment. Any establishment that currently has a State and Village license that allows six video gaming terminals may continue to operate all six terminals until said establishment is sold or 5 % of the ownership changes.

SECTION 2: The second paragraph of subparagraph J.1., Terminal Operators, of Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code shall be amended as follows:

There is no limit on the number of terminal operator licenses that may be issued by the Village. Applications for such licenses shall be made to the Clerk on forms and in a manner prescribed by the Clerk and include an executed Illinois Department of Revenue Authorization to Release Sales Tax Information to Local Governments (PTAX-1002-21). Terminal operator licenses shall be issued only upon the order of the Manager.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.



SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

APPROVED:

(SEAL)

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

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

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_



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

**– M E M O R A N D U M –**

DATE: October 4, 2023

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Waste Water Treatment Paper (WWTP) 4G/5G Cellular In-Building Repeater*

---

Scheduled under the current Fiscal Year (FY24) budget we will be upgrading the cellular repeater at our Waste Water Treatment Plant (WWTP).

The existing repeater system is outdated with limited to no cellular coverage within the building, necessitating this urgent upgrade.

Upgrade Plan:

- Project: Phase one of our two-phase repeater system upgrade, formally referenced as “Large Building” in the Price Proposal.
- New System: 4G/5G cellular repeater compatible with all networks.
- Total Cost: \$66,411 exceeding the \$66,000 budgeted for FY24; due to cost increases from original quote. We have existing capacity in the line item to make up the difference.
- Warranty: 2-year on parts and service.

Due to the cost exceeding administrative spending limits, formal Village Board approval is necessary via resolution.

Thank you for your prompt attention to this matter.



Algonquin, IL

# **In-Building 4/5G LTE Cellular Coverage Solution Proposal to: City Of Algonquin**

**Reference: Waste Water Treatment Center | Building 1 & 2**

**March 23, 2023**

**Submitted by:**

Dan Mahlke  
KayTech Coverage Solutions  
813 777 4495  
Dmahlke@KTCoverage.com

**Submitted to:**

Kevin Crook  
Chief Innovation Officer  
847 658 2727  
Kevinc@algonquin.org



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## KAYTECH COVERAGE SOLUTIONS

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To meet this rising demand of reliable Enterprise Cellular, Wi-Fi and Public Safety wireless coverage and capacity. KayTech Coverage Solutions designs, installs and commissions indoor Distributed Antenna System (DAS) solutions for all cellular providers and public safety networks.

The KayTech team is comprised of individuals with significant wireless industry expertise enabling us to offer the best suited solution for any scale of application.

As it is critical that any new DAS solution being implemented does not degrade the overall network of the subject carrier(s), KayTech has the experience and engineering knowledge to ensure a successful deployment on the carrier network. We do this by:

- Utilizing the industry standard design tools (both software modeling and RF analysis)
- Confirming the predicted performance with operational success reporting;
- Actively co-ordination with the carriers involved to manage a seamless installation;

KayTech strives to offer our customers several options when considering a DAS investment and the guidance associated with the various trade-offs in selecting one option over another.

We believe it's important for our customers to be presented with options so they can appreciate the merits of one approach vs another in cost and feature capability.

All of the aforementioned commitments and technical expertise of the KayTech team is the basis of our response to this RFP.

### Some of our Trusted Clients





## **Disclaimers and Rights**

This response, and the solutions and concepts described herein, are the exclusive property of KayTech Coverage Solutions and may not be disclosed to any party other than your wireless service provider without the express written consent of KayTech Coverage Solutions.

KayTech Coverage Solutions reserves the right to change any of the material described within this response at its discretion.

This document contains confidential information that is proprietary to KayTech Coverage Solutions. No part of its contents may be used, copied, disclosed, or conveyed to any party in any manner whatsoever without prior permission from KayTech Coverage Solutions.

## **Notices and Terms**

This Proposal, its attached Exhibits, and the provision of KayTech Coverage Solutions products or services as described in this Proposal, will be subject to, and governed by KayTech Coverage Solutions standard terms and conditions unless otherwise stated.



## PROJECT ASSUMPTIONS

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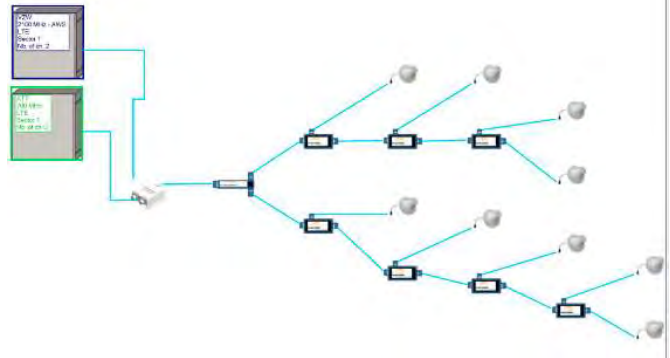
1. **The WWTC buildings (2) has an estimated “critical” area of 25,000 sq. feet and 4,000 sq. ft to improve for cellular coverage.**
2. KayTech and its subcontractors shall conduct all installation services in a non-intrusive manner and will minimize any impact to the organization’s normal, on-going business activities.
3. KayTech will install all equipment during normal working hours (8 hours per day, 5 day work week).
4. No special precautions are planned except normal structured cable installation practices.
5. All cable pathways and conduits are presumed to be available in accordance with the proposed design.
6. Client shall allow full access to all areas where equipment or cables are to be placed by KayTech and its subcontractors. Appropriate notification shall be provided to the Client.
7. Client shall provide adequate space in their MDF and IDF closets for KayTech-provided equipment. KayTech shall provide the appropriate rack (6 ft.) and cable management system.
8. KayTech shall notify Client what subcontractor will be used throughout the project. This subcontractor shall abide to all of the standard practices and directives set forth by KayTech, including the aforementioned Project Assumptions.
9. Passive Intermodulation (PIM) testing is not included in this proposal. Should the wireless carrier require this level of testing, an additional charge would apply.

## SOLUTION OVERVIEW – CELLULAR 4/5G LTE

The KayTech In-building cellular coverage solution proposed shall support all carriers delivering improved signal levels (4 bars or greater) in the client site for 4G services. KayTech Coverage Solutions has developed a design that supports 4/5G/LTE technologies for voice and data using industry standard design software (iBwave) that the associated wireless service providers use.

To provide the most cost effective solution available for the area to be covered, KayTech is proposing:

- **Wide Band Repeater Solution** supporting Verizon, AT&T LTE



The repeater solution offers a low cost means of providing 4G services from all carriers to the location through a dedicated rooftop antenna.

The footprint of the repeater will be extended through a combined passive DAS to distribute the signal throughout the target coverage area location

This area to be covered within this plan will be at the limit of the output power required for the application. That said – this provides the most economical means of covering the space without over engineering. This is a modular design allowing KayTech to add additional amplifiers to cover additional areas.

Coverage areas: The expected coverage shall be a minimum of -95 dBm in 90% of the facility.

### PROPOSED BILL OF MATERIALS (MAJOR COMPONENTS)

The major items contained within this solution are identified herein:

1. (2) Wide Band Repeaters offers 4/5G RF Sources to the DAS;
2. Combiner Network – coaxial cable signal distribution'
3. Antenna Network of splitters, couplers and ceiling mounted antennas.

## **Project Management**

The KayTech Project Manager will abide by standard project management communication formats. Our Project Manager will act as the primary interface to all key decision makers on both the client side, as well as KayTech and its subcontractors. Contact information of the Project Manager shall be provided at contract start.

Standard 8 hour days, 5 day work weeks, no night or weekends are proposed, deviations to this schedule and cost impact are subject to contract change orders.

KayTech reserves the right to engage with appropriate subcontractors for structured cabling and associated work Project Plan

A project plan shall be supplied 10 days after receipt of contract go-ahead (PO) and supplied under separate cover. The projected completion timeframe shall be provided at completion of the final design and price proposal.

## **Project Closeout**

A full As-Built documentation package shall be provided at the conclusion of the installation and commissioning tasks and in accordance with the carrier requirements.



# PRICE PROPOSAL

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## Large Building

Hardware – Active & Passive	\$43,077
Design, Installation, Project Management & Commissioning Services	\$23,334
Two years parts warranty included	\$0.00
<b>Total</b>	<b>\$66,411</b>
*KayTech is tax exempt, shipping charges not included	

## Smaller Building

Hardware – Active & Passive	\$11,155
Design, Installation, Project Management & Commissioning Services	\$12,250
Two years parts warranty included	\$0.00
<b>Total</b>	<b>\$23,405</b>
*KayTech is tax exempt, shipping charges not included	

**Notes:**

- 4/5G ATT, VZW frequencies / bands LTE supported

## WARRANTY, TERMS AND CONDITIONS

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Quote Valid for:	Warranty:	Payment:	Exclusions on Quoted Price
30 Days	Hardware – 2 years Services – 90 days	50% at PO release, 25% at time of material delivery; balance due when commissioning is completed	Shipping, Taxes



## MAINTENANCE AND SUPPORT PROGRAM

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As a KayTech customer – we want to provide you the best Customer Support program option to address your budget and availability requirements.

KayTech warranties each sale to be free from services defects for 90 days. A manufacturer's warranty will apply to the product used in your KayTech solution. It's important you ask what that term is. Typically, it is two (2) years from date of purchase.

During the Service Warranty period (90 days), any post installation issues related to the installation will be addressed by KayTech at no charge. Following the Services Warranty period, Extended Warranty support services are available.

1. During the first year of installation and commissioning, Kaytech provides remote monitoring of the Repeater system, wherever technology enables this feature, free of cost
2. After the first year of installation and commissioning, Kaytech provides the remote monitoring of the repeater system, at a nominal cost of \$850 per annum with an annual increase of 10% each year thereafter up to 5 years after the first year of installation and commissioning.
3. This remote monitoring is the first level of service to understand the problem to try and provide the solution remotely if possible. If this is not possible due to various reasons, site visit will be required and is chargeable at \$125 per hour including travel time and this is chargeable for a minimum of 4 hours

**KayTech offers standard (90) days service warranty and (2) years equipment warranty from the date of installation and commissioning of the DAS equipment.**

**Kaytech provides Extended Service Warranty and Extended Equipment Warranty Programs after the standard Warranty Period mentioned above.**

### **Extended Service Warranty:**

1. This is for an extended period beyond the 90 days Standard Service Warranty provided from the date of installation and commissioning. This covers only labor/services for the DAS system.
2. Initial troubleshooting will be via phone and coordination with onsite POC. "Best Efforts" applied to arrival onsite, dependant on engineer availability and travel distance of customer site location.
3. This extended Service Warranty covers the cost for sending an engineer onsite to resolve, repair, or replace DAS parts.
4. The DAS equipment repairs and/or replacement, if required, will be on chargeable basis.
5. This Extended Service Warranty based on (1) repeater will be chargeable as below:
  - a. Additional repeater deployments will have alternate costs, please inquire with your sales representative
  - a) First Year of installation and Commissioning (after 90 days Standard Service Warranty ie for a period of 9 months after the first 3 months Standard Service Warranty) \$5,250
  - b) Second Year - \$7,700
  - c) Third Year - \$8,470
  - d) Fourth Year - \$9,317
  - e) Fifth Year - \$10,249

### **Extended Equipment Warranty:**

1. All Equipment of the DAS system are warranted for 2 years from the date of installation and commissioning. This includes all active and passive equipment. Any electronics, cable, antennas, remote, coupler, etc. failure is covered under the Equipment Warranty
2. This Extended Equipment Warranty does not cover the labour/Services for the DAS equipment.
3. After this Standard Warranty period of 2 years after installation and commissioning, Kaytech provides comprehensive Equipment warranty on chargeable basis.

Please contact your sales representative to inquire on additional years of equipment warranty costs.



## CLIENT PROPOSAL ACCEPTANCE

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### **KayTech Contact:**

*Dan Mahlke*

*KayTech Coverage Solutions*

*813 777 4495*

*[Dmahlke@KTCoverage.com](mailto:Dmahlke@KTCoverage.com)*

**Purchase Orders:** [sales@ktcoverage.com](mailto:sales@ktcoverage.com)

### **Client Acceptance:**

I agree to the deliverables and terms of this proposal and authorize KayTech to proceed with project preparations pending release of a binding purchase order.

Name:

Signature:





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

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

DATE: October 4, 2023

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Third Addendum to Push Tax Tolling Agreement

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The Push Tax was first implemented in October 2021, but the video gaming terminal operators dispute its validity and how it is to be collected. There is currently litigation pending in Cook and Lake Counties regarding these issues: 1) the 2nd Dist. Case No. 2-22-0220 (from Lake County involving the City of Waukegan) and 2) the 1st Dist. Case No. 23-0099 (from Cook County involving the City of Oak Lawn).

In order to avoid litigation and preserve both the Village of Algonquin's rights and the video gaming terminal operators' rights, the parties are proposing to continue to put everything on hold through the Tolling Agreement.

The Tolling Agreement with the video gaming terminal operators to delay enforcement of the Push Tax is set to expire October 31, 2023. At this time, there has been no resolution to the court cases that would allow any of the municipalities to move forward with certainty. Therefore, I am recommending the Village enter into a Second Addendum to the Tolling Agreement to extend the agreement by twelve months to October 31, 2024.

Through October 31, 2024, the parties will not have to take any action while the litigation advances. The Village of Carpentersville, Village of Lake in the Hills, City of McHenry, and City of Woodstock are also considering this Agreement with the video gaming terminal operators J&J Ventures Gaming, LLC, Gold Rush Amusements, Inc., Accel Entertainment Gaming, LLC, Lattner Entertainment Group Illinois, LLC, Eureka Entertainment, LLC, Velasquez Gaming, LLC, Ashiq Gaming, LLC, and Pocket Aces Gaming, Inc.

## THIRD ADDENDUM TO TOLLING AGREEMENT

This Third Addendum to Tolling Agreement (“Third Addendum”) is part of the Tolling Agreement (“Agreement”), dated June 23, 2022, entered by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation, (“Algonquin”); the VILLAGE OF CARPENTERSVILLE, an Illinois municipal corporation, (“Carpentersville”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation, (“LITH”); the CITY OF McHENRY, an Illinois municipal corporation, (“McHenry”); and the CITY OF WOODSTOCK, an Illinois municipal corporation, (“Woodstock”), hereinafter individually a “Municipality” and collectively the “Municipalities,” and J&J VENTURES GAMING, LLC, an Illinois limited liability company, (“J&J”); GOLD RUSH AMUSEMENTS, INC., an Illinois corporation, (“Gold Rush”); ACCEL ENTERTAINMENT GAMING, LLC, an Illinois limited liability company, (“Accel”); LATTNER ENTERTAINMENT GROUP ILLINOIS, LLC, an Illinois limited liability company, (“Lattner”); EUREKA ENTERTAINMENT, LLC, an Illinois limited liability company (“UGG”), VELASQUEZ GAMING, LLC (“Velasquez”), an Illinois limited liability company, ASHIQ GAMING, LLC (“Ashiq”), an Illinois limited liability company, and POCKET ACES GAMING, INC. (“Pocket Aces”), an Illinois corporation, hereinafter individually a “Terminal Operator” and collectively the “Terminal Operators.” Said Agreement had been earlier amended by an August 2, 2022 Addendum between the Municipalities and the Terminal Operators to amend Section 4 of the Agreement and by an April 28, 2023 Second Addendum between the Municipalities and the Terminal Operator to amend Sections 2 and 3 of the Agreement to extend the expiration of the Agreement to October 31, 2023.

This Third Addendum is strictly intended to further amend language in Sections 2 and 3 of the Agreement, without further modifying or superseding the Agreement, as previously amended, as otherwise stated, with such Agreement, as previously amended, remaining otherwise in full force and effect, with its effective date being June 23, 2022 as though part of the original Agreement.

Sections 2 and 3 of the Agreement, as previously amended, is hereby further amended to read as follows:

2. Tolling. All applicable time periods or time related matters, including, but not limited to, statutes of limitation, statutes of repose, or equitable positions including waiver or laches, with respect to any claims, causes of action, or defenses the Municipalities and Terminal Operators may have against the other shall be tolled from June 23, 2022 through October 31, 2024 (the “Tolling Period”) with the exception that a party may withdraw earlier from this Agreement pursuant to Section 6 of this Agreement. No provision of this Agreement is intended to or shall be deemed to revive any statute of limitation or other applicable time period that has already expired prior to June 23, 2022 and that would not otherwise be tolled prior to June 23, 2022. No provision of this Agreement is intended to or shall be construed to shorten any applicable statute of limitation, or repose, or other applicable time period that has not expired as of June 23, 2022.
3. No Actions. No Municipality nor any Terminal Operator may bring an action on any claim or cause of action against the other until October 31, 2024 or until that specific Municipality or Terminal Operator withdraws from this Agreement pursuant to Section 6 of this Agreement. As to

any action on any claim or cause of action brought after the expiration of the Tolling Period or any claim or cause of action brought by a party after said party withdraws from this Agreement pursuant to Section 6 of this Agreement, the Municipalities or Terminal Operators may raise any defense based on any time period or time related matters, except that no claim, cause of action, or defense may include the Tolling Period of this Agreement as a basis of the claim, cause of action, or defense, including but not limited to, statutes of limitation, statutes of repose, waiver or laches. During the Tolling Period, no Municipality need send any notice of failure or deficiency relating to the collection or remittance of the Push Tax and no Terminal Operator need file any written protest to preserve their respective claims (and the failure to do so shall not act as a bar to any claim or defense). Any written protest filed by any Terminal Operator and any pending administrative proceeding pursuant to said written protest as of the date of this Agreement shall be stayed until the expiration of the Tolling Period or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement. Any notices related to a Push Tax already issued by any Municipality as of the date of execution of this Agreement do not need to be responded to by a Terminal Operator, whether by written protest or other similar mechanism, until the expiration of the Agreement or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement.

[SIGNATURE PAGE FOLLOWS]



VILLAGE OF ALGONQUIN

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

VILLAGE OF LAKE IN THE HILLS

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

CITY OF WOODSTOCK

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

ACCEL ENTERTAINMENT GAMING, LLC

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

EUREKA ENTERTAINMENT, LLC

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

VELASQUEZ GAMING, LLC

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

VILLAGE OF CARPENTERSVILLE

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

CITY OF MCHENRY

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

GOLD RUSH AMUSEMENTS, INC.

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

LATTNER ENTERTAINMENT  
GROUP ILLINOIS, LLC

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

ASHIQ GAMING, LLC

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

POCKET ACES GAMING, INC.

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

Print Name: \_\_\_\_\_

Its: Authorized Agent

J&J VENTURES GAMING, LLC

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

Print Name: \_\_\_\_\_

Its: Authorized Agent



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

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

DATE: October 5, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Annual Tree Trimming Program Contract

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In 2019, the Village began contracting its annual tree trimming services. The past 3-year contract was up for renewal so public works went out for proposals for this program. Proposals were sent to 11 companies with the results listed below:

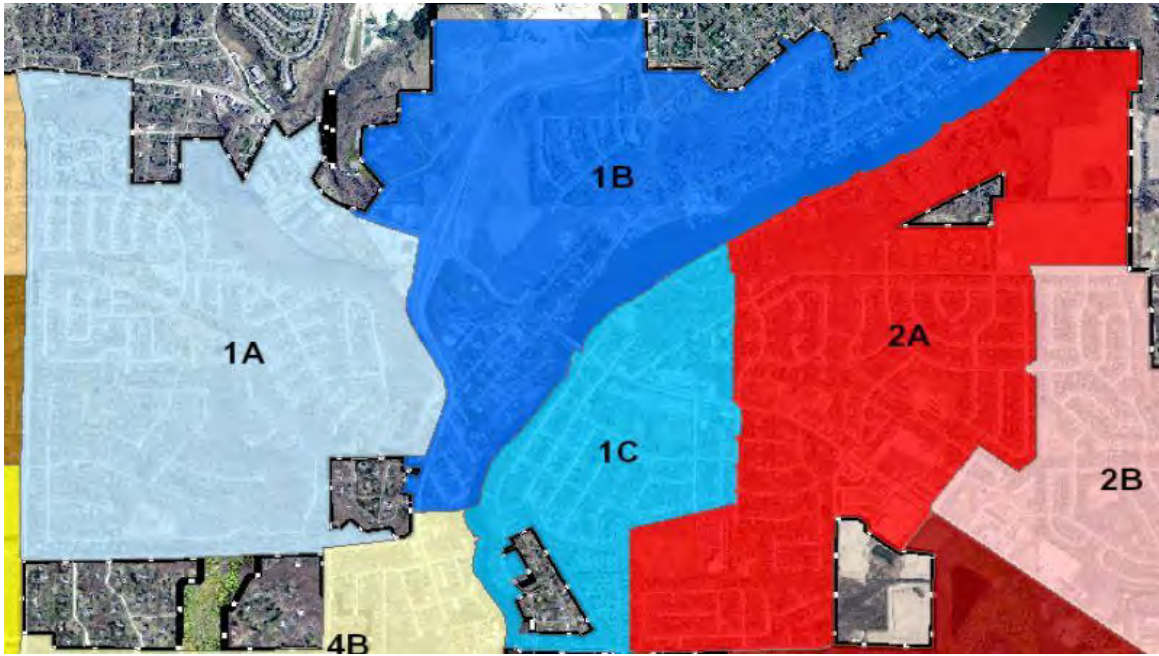
Central Tree	Not Interested
Davey Tree Experts	No Response
FJ Tree Service	No Response
Landscape Concepts	Not Interested
Mountain Tree Service	No Response
Red Oak Tree Service	No Response
Save A Tree	Not Interested
Sunset Tree Service	Not Interested
Trees Are Us	No Response

D Ryan Tree and Landscape	\$173,186.00
Kramer Tree Service	\$483,182.00

The low bidder for this service was D Ryan Tree and Landscape Services out of DeKalb, IL. We have checked references and work history for this contractor and feel comfortable giving them the work.

The following zones are scheduled to be trimmed this season; 1A, 1B, 1C, and 2A as noted on the map. This includes the following subdivisions; High Hill Farms, Gaslight Terrace, Algonquin Hills, Arrowhead, Riverview, Algonquin Original Town, Janak's, Alta Vista, Weck's, and Spring Creek.





Funds for this work are budgeted in the General Services budget for \$150,000.00 The proposal for D Ryan Tree and Landscape Services is \$173,186.00. We will apply cost savings from other professional service in this fund to cover the overage.

We are excited to begin another season of maintenance of this beautiful Village asset. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of tree removal services in the amount of \$173,186.00 to D Ryan Tree and Landscape Services out of Dekalb, IL for 2023-24 and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years (2024-25 & 2025-26) at the prices provided in the bid document.



# Village of Algonquin

The Gem of the Fox River Valley

## TREE TRIMMING SPECIFICATIONS

1. Contract Term: Pruning for 2023/24 and all subsequent seasons is to be performed between December 15<sup>th</sup> and April 15<sup>th</sup>. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contract may be extended up to two additional pruning seasons at rates as submitted on the proposal.
2. **Please see the attached Village PO Vendor Services for the contract terms and conditions. This will be completed by both parties upon successful selection of a contractor and approval of the contract by the Village Board.**
3. Please see attached for Village insurance requirements.
4. Working Hours: Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
5. Unsatisfactory Performance: The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.
6. Contractor Representative: The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.
7. Extent of Services: The Village reserves the right to modify the work quantity in any way. Quantities listed for each season are estimates and may not fully reflect the total work, or available funding for each season. Actual quantities and available budgets will be related prior to the commencement of work.
8. Reports: Contractor shall provide a detailed monthly (or more often if requested) service report outlining services and billing for the services provided during that previous month. Reports shall include as a minimum: size, quantity, and location of each tree serviced.
9. Employees: Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised by a qualified International Society of Arboriculture Certified Arborist, and uniformed at all times.
10. Equipment and Vehicles: Equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public. Work must be performed in a manner that any debris is thrown away from nearby persons or property and debris will not be discharged on to private property.

## DESCRIPTION OF SERVICES

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that pruning is performed in a manner that will maintain a healthy, clean, and professional appearance.

### **General Requirements**

1. Pre-Tree Trimming Operations Meeting

The successful contractor shall be required to attend a meeting scheduled by the Village of Algonquin prior to performing any tree-trimming operations. A written trimming schedule shall be submitted to the Village at this meeting. If the contractor finds it necessary to deviate from this schedule, the Village is to be notified prior to any changes being made. The Village shall be notified at least seven (7) working days prior to the start of tree trimming operations. Attendance by the contractor at this meeting declares that the contractor has carefully examined the proposal, plans, specifications, standards, form of contract and supplemental specifications and the contractor understands that he waives all right to plead misunderstanding regarding tree trimming operations and contract procedures.

2. Observance of Laws, Ordinances, and Regulations

The contractor at all times during this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

3. Protection of the Public

Public safety is of the utmost importance. The contractor shall exercise all necessary caution to protect pedestrian traffic and the motoring public. The contractor shall be responsible for maintain proper traffic control and is required to comply with all OSHA, ANSI, and IDOL trade standards as well as all safety laws of the Federal, State, local and Village governments. The current specification of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition shall apply to the maintenance operation. Proper warning signs and devices are required during all hours of tree trimming operations. The contractor shall make every effort to ensure that driveway aprons and the street are not obstructed with branches and materials that would prevent residents from entering and leaving their property.

4. Protection of Public and Private Property

All necessary and reasonable precautions shall be taken to avoid damage to existing structures, plants, and lawns. Any pavements, sodded and planted areas, structures and substructures, which are disturbed during the execution of any work, shall be restored to their original condition or better by the contractor. Should any damage or unauthorized disturbance to and public property (including pavements and sidewalks) or utility facility occur, the contractor shall immediately notify the Village of Algonquin Public Works Department.

5. Protection of Overhead Utilities

Contract tree trimming operation will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from



damage, shall immediately contact the appropriate utility company if damage should occur and shall be responsible for damage due to contractor's operations. The contractor shall make arrangement with the appropriate utility company for removal of all necessary limbs and branches, which may conflict with, or create a personal injury hazard in conducting the trimming operations of this contract.

6. Street or Lane Closures

Closure of any street or lane shall not be permitted unless authorized by the Director of Public Works. If approval is granted, all proper barricading and detouring of traffic shall be accomplished in conformance with the latest edition of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations and the contractor shall provide certified flaggers if necessary.

7. Work Crew Supervision

The contractor shall provide supervision of each crew at all times while working in the Village. Each supervisor must have an up to date Certified Arborist designation, must be able to converse in the English language and shall be authorized to accept and act upon directives issue by the village or their designee. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury, proper damage, or safety hazards. All employees of the contractor, working in the Village, are expected to conduct themselves in a safe, friendly, and professional manner. The contractor shall immediately notify the Village of any accidents or injuries and provide all pertinent information in a written report. This report shall include, but not be limited to location of the accident or injury, nature of the accident, vehicles involved, and other information requested by the Village. Neither the contractor, nor his agents or employees shall solicit gratuities of any kind for the performance of any work included in the contract. Violation of the provision of this item shall be grounds for termination of this contract.

8. Hours of Operation

All contractor tree-trimming operations shall be performed between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday. No tree trimming operations shall be performed on Sundays, or legal holidays unless requested in writing and approved by the Director of Public Works. All scheduled tree trimming operation shall be completed by April 15<sup>th</sup> of the contract year.

9. Resident Notification and Contact

Contractor's crewmembers are likely to have contact with the Village resident during the performance of pruning operations and are expected to respond to residents in a courteous and professional manner. Residents in areas schedule for contract tree trimming operations will receive information from the Village prior to pruning activities. Copies of the information will be provided to the contractor at the pre-tree trimming meeting for furnishing to residents who may not have received the information. Additionally, the contractor will be provided with a phone number of Village personnel for referring resident questions, concerns, etc.

10. Inspections by Village Personnel

The Village at any time, during and/or following tree trimming operations shall inspect the sites, trees, contractors trimming practices, etc., to determine contractor compliance with specifications, requirements, and ordinances. Follow up corrections requested or required are incidental to the contract.

11. Right to Suspend Work

The Village reserves the right to suspend the work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work; or until such time necessary by reason of failure on the part of the contractor to carry out direction given, or to perform any or all provisions of the contract. No additional compensation shall be paid to the contractor because of such suspension.

12. Licenses and Permits

Should it be necessary for tree trimming operations to occur on rights-of-way under the jurisdiction of an entity other than the Village of Algonquin, it shall be the responsibility of the contractor to obtain all necessary permits, lane closure permits, and other needed authorization to conduct trimming operation on these rights-of-way. The contractor shall provide all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

13. Subcontracts

The contractor shall not be allowed to subcontract work under this contract.

14. Severability

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

15. Concurrent Operations

This a non-exclusive contract with the Village. The Village reserves the right to use other contractors or its own employees to perform tree trimming or tree maintenance work similar to that being performed under terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

16. Location and Scheduling of Work

The anticipated areas to be trimmed have been indicated in the trimming schedule exhibit A, attached hereto. This schedule is provided for estimating quantities for tree trimming to be accomplished throughout the term of the contract and is to be used for the purpose of comparing bids only. The Village reserves the right to change, add, or delete areas or quantities to be trimmed in each of the scheduled years as it deems to be in its best interest. The amount of tree trimming to be performed each year is conditioned upon the total amount of funds budgeted and approved for tree trimming g in each fiscal year. Upon approval of the proposal, the Village shall give notice to the contractor of the areas to be trimmed, the approximate number of each size of tree to be trimmed in the areas, and the total amount of the annual trimming contract, which shall not be exceed by the contractor. The contractor shall submit, for approval, a schedule of the trimming operations. All trimming shall be completed no later than April 15<sup>th</sup> of each year. Unless otherwise authorized by the Director, failure of the contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the contractor is in default of the contract. The contractor shall not exceed the total annual monetary amount authorized. The Village reserves the right to alter any forms issued for us under this contract as needed in order to insure the collection of all data necessary to update records and evaluate contractor performance.

17. Prohibited Equipment

The contractor shall not allow any person to use shoes with spikes, spurs, climbing irons, or any other footwear that may cause injury to the trees under the terms of this contract.

18. Overnight Parking on Street

No vehicles or equipment shall be parked overnight in the street or parkway without prior authorization of the director of Public Works. The Village may, or may not, provide overnight locations for staging of equipment locally.

19. Pruning Requirements

All tree trimming shall be done in accordance with the following:

- a. ANSI A300 (Part 1) - 2017 Pruning
- b. ANSI Z133 – 2017
- c. Best Management Practices 3<sup>rd</sup> Edition - 2019, International Society of Arboriculture

Tree trimming/ pruning operation shall include maintenance pruning consisting of crown cleaning, crown thinning, crown raising, crown restoration, as well as the removal all objectionable branches otherwise described as dead, dying, diseased, interfering, and weak branches. All tree trimming/pruning operations shall be accomplished within the following requirements:

- a. Collar cuts shall be made to promote wound closure under normal conditions. Wound paint/dressing shall not be utilized, unless specified by the Village.
- b. Branches and limbs larger than 1 inch in diameter shall be precut (undercut) to prevent splitting or tearing of the bark. All pruned limbs/branches shall be removed from the crown of the tree prior to the end of day's operations.
- c. Branches in excess of 4 inches in diameter shall be lowered to the ground with ropes or other mechanical devices/equipment.
- d. At least one of all crossing or rubbing branches shall be removed.
- e. To the extent possible, all tree trimming operations shall be conducted in an effort to achieve the natural form and shape of the tree. Pruning operations shall leave 50% of the foliage evenly distributed in the lower 66% of the trees crown. Pruning operations shall not remove more than 25% of the total tree foliage in a single year.
- f. Limbs shall be removed which overhand building so as to provide a minimum of ten (10) feet of clearance between the building and remaining limbs. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determination cannot be easily made, the Village shall be consulted.
- g. Water sprouts and suckers shall be removed from the trunk and main laterals.

20. Equipment

Equipment used by the contractor for pruning shall be of sufficient type, capacity, and quantity to safely and efficiently perform the pruning work as specified. Under no circumstances shall any



motorized equipment be permitted to be driven on parkways, driveways, or public areas while performing work under the provisions of this contract. All equipment to be used by the contractor shall be listed and supplied in writing with the proposal. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on site demonstration of the capability of any proposed equipment to provide satisfactory performance. Testing and certification records for equipment may also be requested/required. In the event the contractor's equipment breaks down in the field or otherwise, the contractor will supply replacement equipment within twenty-four (24) hours of the breakdown.

21. Clean Up and Disposal

All material and/or debris produces as a result of tree trimming operation shall be removed from site each evening prior to work crews leaving the site. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches and logs shall be removed from the parkway at the end of the day's operation. Areas experiencing trimming operations are to be left in a condition equal to that which existed prior to the commencement of trimming operations. Proposer is advised that the proposal includes contractor/proposer hauling and disposal of all tree debris at legal disposal locations of the contractors/proposer's choice, with all associated costs being the responsibility of the contractor/proposer and included in the proposed pricing. No temporary storage of material and/or debris will be permitted on Village sites or work areas.

22. Aerial Line Clearance

It shall be the responsibility of the contractor to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. All relate tree trimming/pruning operations shall be accomplished with the following requirement:

- a. Attention is to be give to the extent possible to present a symmetrical appearance after the tree is reduced from proximity to the overhead utility lines. Trees should be shaped to remain in an appearance that is shapely and typical of their species. Sides shall be reduced in order to maintain a tree like form.
- b. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.
- c. Trees shall not be reduced by more than 1/3 of the total area existing prior to trimming.

23. Precautions

The contractor shall take all necessary steps and precautions to protect the trees from insect and disease damage that may be cause by the contractor trimming operations. The following minimum precautions shall be taken:

- a. Trees and branches having thin bark and being susceptible to sun scald shall be trimmed during the dormant season so that damage will be minimized.
- b. Trees suspected of being infected or diseased shall be trimmed in a manner to minimize the spread of the infection of disease. Tools and other equipment capable of transmitting the infection or disease shall be disinfected with alcohol after each cut has been make and shall be thoroughly cleaned after each tree had been trimmed.
- c. Elm trees susceptible to Dutch Elm Disease shall not be trimmed between the period of May 1 through October 15 without direction of the Village.

24. Notice of Defective Trees

During tree trimming operations, the contractor shall provide written notice to the Village of the locations of all trees suspected of being diseased or infected, structurally weak, having split crotches or branches, and having decayed trunks or branches.

25. Inspection of Work

All phases of the parkway tree trimming operations performed under this contract will be subject to inspection by and with the approval of the Village. The Village shall have the right to inspect any materials or equipment to be used for the duration of the contract. The contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work finished under this contract up to the time of final acceptance by the Village. Items not complying therewith may be rejected by the Village and be replaced by the contractor at no cost to the Village.

26. Measurement and Payment

Tree trimming shall be paid for at the contract unit cost each for tree trimming of the size class specified and multiplied by quantity of trees trimmed. The classification of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of tree shall be measured at a height of 4.5 feet above the average ground level of the tree. Multi-stemmed trees having a crotch less than 4.5 feet above the ground shall be measured at the height of one foot below the crotch. It is the contractor's responsibility to ensure that the measurements are consistent for accurate and proper billing. The information that the Village initially provides is strictly based upon measurements taken within the last 12 months prior to assigning the seasons work according to this request for a proposal. Any inconsistencies with measurement information shall be brought to the attention of the Village prior to billing.

The contractor shall submit invoices on a monthly basis. Payment of such invoices shall be made within thirty (30) days after receipt and following the satisfactory inspection of completed work to permit the updating of necessary records that allow for invoice verification. All invoices shall contain trimming dates, address, number of trees at address, species, DBH, and invoice amount.

**Size Classes by DBH**

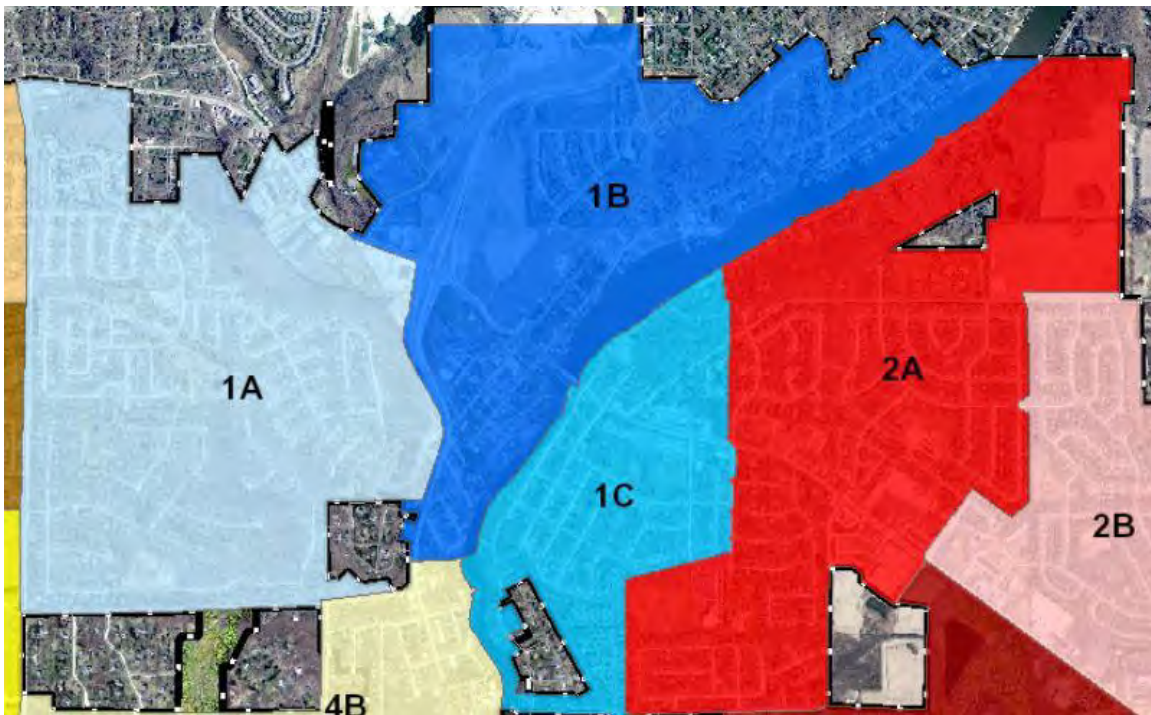
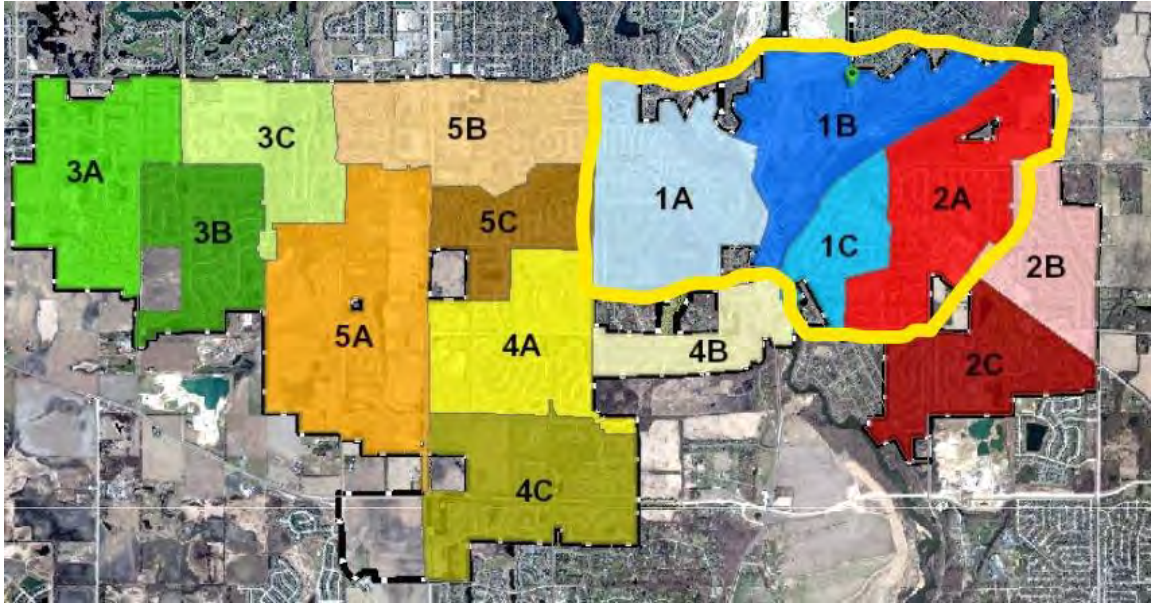
- 0-6.0 inches
- 6.1-12.0 inches
- 12.1-18.0 inches
- 18.1-24.0 inches
- 24.1-36.0 inches
- 36.1 inch or greater

27. Terms of Contract

The initial term of this contract shall be a one (1) year period expiring. Upon mutual agreement of both parties, the contract may be extended up to two additional years at the same unit pricing. The amount of work to be completed in each year of the contract is solely dependent upon the funds appropriated each year by the Village Board for the purposes of contractual tree trimming. This contract places no obligation on the Village to appropriate funds for said work. It is understood by the contractor that the quantities listed in the trimming schedule is an estimate of the work to be completed during each year and are only listed for the comparison of bids and use of preparing

annual budgets. The Village reserves the right to add and delete quantities to this contract as it deems in the best interest of the Village.

**Exhibit A – Trimming Zones 1A, 1B, 1C, 2A**





## Proposal Form – Tree Trimming

Date: 10-3-2023

Company: D RYAN TREE + LANDSCAPE SERVICE LLC

Address: 17271 IL ROUTE 23

City, State, Zip: DeKalb, IL 60115

Phone Number: 630-800-8767

Contact Person: DARIN RYAN

Authorized Signature: 

Tree Size	Estimated Quantity	Unit Price	Total Price
0-6 Inches	1282	\$18.00	\$23,076.00
7-12 Inches	1294	\$24.00	\$31,056.00
13-18 Inches	617	\$34.00	\$20,978.00
19-24 Inches	567	\$48.00	\$27,216.00
25-36 Inches	499	\$115.00	\$57,385.00
Greater than 36 Inches	77	\$175.00	\$13,475.00
<b>TOTAL COST</b>	XXXXXXXXXXXXXXXXXXXXXXXXXXXX		\$173,186.00

I certify that the above unit prices shall be good for the 2024-25 and 2025-26 seasons should the Village choose to re-new the contact for an additional 2 years beyond the 2023-24 season.

Signature: 



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

**– M E M O R A N D U M –**

DATE: October 10, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: Recommendation to Award the Bid for the Towne Park/Crystal Creek Water Main Crossing Project to H. Linden & Sons Sewer and Water and Recommendation to enter an agreement with CBBEL for Construction Oversight

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This project will consist of the open cut construction of a 16” PVC water main below Crystal Creek, within Towne Park. The project will also include minor curb and gutter replacement, sidewalk replacement, riprap replacement, bituminous bike path replacement, split rail fence installation, and native wetland seeding. The project will be substantially completed by early March 2024 prior to the Towne Park Reconstruction Project.

Attached you will find the bid tabulation and a recommendation letter from CBBEL for the award of the Towne Park/Crystal Creek Water Main Crossing Project contract to H. Linden & Sons Sewer and Water (H. Linden). We received three bids for this project, and after a thorough review and evaluation, we have determined to recommend the low bidder H. Linden in the amount of \$525,280.00. The bid amount is well within the amount budgeted in the Water and Sewer fund for this fiscal year.

H. Linden is an experienced contractor with a proven track record of successful projects in our area. We worked with them most recently on the Pressure Reducing Valve Replacement Program- Year 1 in 2020 and they are currently working on this year’s lead service replacement project. To date, they have provided excellent service and met the Village’s expectations.

After careful consideration, staff recommends that the Committee of the Whole move this item to the Village Board and award the contract for the Towne Park/Crystal Creek Water

Main Crossing Project to H. Linden & Sons Sewer and Water. Their competitive pricing, proven experience, and excellent track record make them the best choice for this project.

The second item included with this memo is the proposal for construction oversight for Towne Park/Crystal Creek Water Main Crossing Project with Christopher B. Burke Engineering, LTD. (CBBEL).

CBBEL's proposal is in the amount of \$52,315, which is about 10% of the recommended low bid cost. The proposal is less than the \$60,000 budgeted for construction oversight in the Water and Sewer fund in FY2024. CBBEL is also being recommended for construction oversight for the Highland Avenue Water main Improvement project to provide consistency and more streamlined coordination.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$52,315 to the Village Board for approval.





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

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

October 2, 2023

Village of Algonquin  
110 Mitchard Way  
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Towne Park/Crystal Creek Water Main Crossing Project  
(CBBEL Project No. 070273.00168)

Dear Mr. Ganek,

On Thursday, September 28<sup>th</sup>, at 10:00 a.m. bids were received and opened for the aforementioned project. Three (3) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$706,313.00
<b>H. LINDEN &amp; SONS SEWER AND WATER, INC.</b>	<b>\$525,280.00</b>
COPENHAVER CONSTRUCTION, INC.	\$612,887.60
MARTAM CONSTRUCTION, INC.	\$638,267.00

H Linden & Sons Sewer and Water, Inc. is the low bidder with a bid amount of \$525,280.00. H Linden & Sons Sewer and Water, Inc. has performed satisfactory work for the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting H Linden & Sons Sewer and Water, Inc.'s bid for the amount of \$525,280.00.

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

Sincerely,

Lee M Fell, PE  
Vice President, Assistant Department Head, Civil Design

cc: Kevin Wilson – CBBEL (letter only)

Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(CBBEL Project Number: 070273.00168)

VILLAGE OF ALGONQUIN  
TOWNE PARK/CRYSTAL CREEK WATER MAIN CROSSING PROJECT

**BID TABULATION**

Date: September 28, 2023

ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		H. LINDEN & SONS SEWER AND WATER, INC.		COPENHAVER CONSTRUCTION, INC.		MARTAM CONSTRUCTION, INC.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20200200	ROCK EXCAVATION	CU YD	321	\$ 125.00	\$ 40,125.00	\$ 10.00	\$ 3,210.00	\$ 40.00	\$ 12,840.00	\$ 1.00	\$ 321.00
20400800	FURNISHED EXCAVATION	CU YD	239	\$ 65.00	\$ 15,535.00	\$ 10.00	\$ 2,390.00	\$ 25.00	\$ 5,975.00	\$ 15.00	\$ 3,585.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	3880	\$ 8.00	\$ 31,040.00	\$ 6.00	\$ 23,280.00	\$ 6.00	\$ 23,280.00	\$ 11.00	\$ 42,680.00
25000100	SEEDING, CLASS 1	ACRE	0.61	\$ 4,000.00	\$ 2,440.00	\$ 5,000.00	\$ 3,050.00	\$ 4,000.00	\$ 2,440.00	\$ 3,600.00	\$ 2,196.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	50	\$ 6.50	\$ 325.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 9.00	\$ 450.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	50	\$ 6.50	\$ 325.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 9.00	\$ 450.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	50	\$ 6.50	\$ 325.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 9.00	\$ 450.00
*25100630	EROSION CONTROL BLANKET, S75BN	SQ YD	3674	\$ 2.00	\$ 7,348.00	\$ 3.00	\$ 11,022.00	\$ 3.00	\$ 11,022.00	\$ 2.00	\$ 7,348.00
*25100635	EROSION CONTROL BLANKET, S150BN	SQ YD	205	\$ 4.00	\$ 820.00	\$ 10.00	\$ 2,050.00	\$ 4.00	\$ 820.00	\$ 3.00	\$ 615.00
25200200	SUPPLEMENTAL WATERING	UNIT	10	\$ 100.00	\$ 1,000.00	\$ 1.00	\$ 10.00	\$ 0.01	\$ 0.10	\$ 500.00	\$ 5,000.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	73	\$ 10.00	\$ 730.00	\$ 1.00	\$ 73.00	\$ 1.00	\$ 73.00	\$ 16.00	\$ 1,168.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	3,675	\$ 2.00	\$ 7,350.00	\$ 2.00	\$ 7,350.00	\$ 0.50	\$ 1,837.50	\$ 2.00	\$ 7,350.00
28100105	TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	205	\$ 3.00	\$ 615.00	\$ 10.00	\$ 2,050.00	\$ 5.00	\$ 1,025.00	\$ 3.00	\$ 615.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	485	\$ 20.00	\$ 9,700.00	\$ 20.00	\$ 9,700.00	\$ 19.00	\$ 9,215.00	\$ 15.00	\$ 7,275.00
44000600	SIDEWALK REMOVAL	SQ FT	485	\$ 5.00	\$ 2,425.00	\$ 2.00	\$ 970.00	\$ 4.00	\$ 1,940.00	\$ 3.00	\$ 1,455.00
*66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	458	\$ 100.00	\$ 45,800.00	\$ 21.00	\$ 9,618.00	\$ 40.00	\$ 18,320.00	\$ 72.00	\$ 32,976.00
*66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
*66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L. SUM	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
*66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L. SUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00
*66901006	REGULATED SUBSTANCES MONITORING	CAL DAY	2	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00
67100100	MOBILIZATION	L. SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 71,000.00	\$ 71,000.00	\$ 36,000.00	\$ 36,000.00
A2006420	TREE, QUERCUS ALBA (WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
*X0323265	REMOVE EXISTING RIPRAP	SQ YD	28	\$ 75.00	\$ 2,100.00	\$ 1.00	\$ 28.00	\$ 65.00	\$ 1,820.00	\$ 40.00	\$ 1,120.00
*X0327036	BIKE PATH REMOVAL	SQ YD	574	\$ 15.00	\$ 8,610.00	\$ 1.00	\$ 574.00	\$ 12.00	\$ 6,888.00	\$ 8.00	\$ 4,592.00
*X2080250	TRENCH BACKFILL, SPECIAL	CU YD	50	\$ 100.00	\$ 5,000.00	\$ 52.00	\$ 2,600.00	\$ 50.00	\$ 2,500.00	\$ 98.00	\$ 4,900.00
*X2810208	STONE RIPRAP, CLASS A4 (SPECIAL)	TON	78	\$ 150.00	\$ 11,700.00	\$ 100.00	\$ 7,800.00	\$ 150.00	\$ 11,700.00	\$ 95.00	\$ 7,410.00
*X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	2,092	\$ 9.00	\$ 18,828.00	\$ 12.00	\$ 25,104.00	\$ 10.00	\$ 20,920.00	\$ 11.00	\$ 23,012.00
*X5630716	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 16"	EACH	2	\$ 11,000.00	\$ 22,000.00	\$ 15,000.00	\$ 30,000.00	\$ 8,300.00	\$ 16,600.00	\$ 12,200.00	\$ 24,400.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	318	\$ 37.50	\$ 11,925.00	\$ 10.00	\$ 3,180.00	\$ 25.00	\$ 7,950.00	\$ 35.00	\$ 11,130.00
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00
*Z1	BYPASS PUMPING, COFFERDAMS, DEWATERING, SEDIMENT FILTER BAG	L. SUM	1	\$ 200,000.00	\$ 200,000.00	\$ 75,000.00	\$ 75,000.00	\$ 59,000.00	\$ 59,000.00	\$ 114,000.00	\$ 114,000.00
*Z2	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	FOOT	35	\$ 30.00	\$ 1,050.00	\$ 71.00	\$ 2,485.00	\$ 110.00	\$ 3,850.00	\$ 165.00	\$ 5,775.00
*Z3	CONSTRUCT NEW MULTI-USE PATH	SQ YD	174	\$ 60.00	\$ 10,440.00	\$ 25.00	\$ 4,350.00	\$ 103.00	\$ 17,922.00	\$ 44.00	\$ 7,656.00
*Z4	CONSTRUCT TEMPORARY MULTI-USE PATH	SQ YD	400	\$ 48.00	\$ 19,200.00	\$ 25.00	\$ 10,000.00	\$ 50.00	\$ 20,000.00	\$ 36.00	\$ 14,400.00
*Z5	ITEMS ORDERED BY THE ENGINEER	DOLLAR	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
*Z6	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00
*Z7	REMOVE AND REPLACE SPLIT-RAIL FENCE	FOOT	281	\$ 50.00	\$ 14,050.00	\$ 32.00	\$ 8,992.00	\$ 45.00	\$ 12,645.00	\$ 40.00	\$ 11,240.00
*Z8	SILTATION FENCE	FOOT	2,247	\$ 5.00	\$ 11,235.00	\$ 2.00	\$ 4,494.00	\$ 3.00	\$ 6,741.00	\$ 5.00	\$ 11,235.00
*Z9	STABILIZED CONSTRUCTION ENTRANCE (WOOD MATTING)	SQ YD	1,500	\$ 35.00	\$ 52,500.00	\$ 40.00	\$ 60,000.00	\$ 20.00	\$ 30,000.00	\$ 32.00	\$ 48,000.00
*Z10	TEMPORARY AGGREGATE SURFACE COURSE, TYPE B 2.5" (SPECIAL)	SQ YD	174	\$ 38.00	\$ 6,612.00	\$ 10.00	\$ 1,740.00	\$ 21.00	\$ 3,654.00	\$ 12.00	\$ 2,088.00
*Z11	TEMPORARY CONSTRUCTION FENCE FOR TREE PROTECTION	FOOT	81	\$ 10.00	\$ 810.00	\$ 10.00	\$ 810.00	\$ 20.00	\$ 1,620.00	\$ 15.00	\$ 1,215.00
*Z12	TRAFFIC CONTROL AND PROTECTION FOR BICYCLE PATH	L. SUM	1	\$ 1,500.00	\$ 1,500.00	\$ 35,000.00	\$ 35,000.00	\$ 59,000.00	\$ 59,000.00	\$ 26,000.00	\$ 26,000.00
*Z13	WATER MAIN (PVC) IN 30" CASING PIPE	FOOT	60	\$ 750.00	\$ 45,000.00	\$ 1,500.00	\$ 90,000.00	\$ 1,025.00	\$ 61,500.00	\$ 1,120.00	\$ 67,200.00
*Z14	WATER MAIN 16" (PVC)	FOOT	68	\$ 250.00	\$ 17,000.00	\$ 300.00	\$ 20,400.00	\$ 605.00	\$ 41,140.00	\$ 645.00	\$ 43,860.00
*Z15	WET-MESIC PRAIRIE SEED MIX	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00
				<b>TOTAL=</b>	<b>\$ 706,313.00</b>	<b>TOTAL=</b>	<b>\$ 525,280.00</b>	<b>TOTAL=</b>	<b>\$ 612,887.60</b>	<b>TOTAL=</b>	<b>\$ 638,267.00</b>

\*INDICATES SPECIAL PROVISION

**Consulting Engineering**  
**Master Agreement Work Order Form**

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

The Village of Algonquin is requesting a proposal for Phase III Engineering. The Towne Park/Crystal Creek Water Main Crossing Project shall consist of the open cut construction of a 16" PVC water main below Crystal Creek, within Towne Park in the Village of Algonquin. The project will also include minor curb and gutter replacement, sidewalk replacement, riprap replacement, bituminous bike path replacement, split rail fence installation, and native wetland seeding.

It is our understanding that the project will be let on September 28, 2023, and construction is expected to take place between early November 2023 and March 1, 2024. Final restoration is to be completed by April 15, 2024.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Attend the Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists for contract line items.
- Provide information to the Village so you can update your website with construction updates.



## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
  - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

## 3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 40 hours per week for a 5-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings as necessary;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.
- Coordinate with outside agencies including the McHenry County Conservation District regarding Prairie Trail traffic control and closure.

4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Inc. (Rubino) for soil and aggregate density, Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.
- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

6. Closeout

- Develop and ensure completion of "Punch List;"
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

**IV. STAFF-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A.2 Shop Drawing Review				
Engineer IV	10 hrs x \$155/hr	=		\$1,550
Task A. 3 Construction Observation				
Engineer IV	200 hrs x \$155/hr	=		\$31,000
Task A.4 Construction Documentation				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A. 5 Material QA				
Rubino Engineering		=		\$4,500
Task A.6 Project Closeout				
Engineer IV	40 hrs x \$155/hr	=		<u>\$6,200</u>
Vehicle Usage	\$65 per day - 25 days	=		<u>\$1,625</u>
		<b>Total</b>		<b>\$52,315</b>

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  \_\_\_\_\_

Title: President

Date: 9/26/2023



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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



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

**– M E M O R A N D U M –**

DATE: October 10, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: Recommendation to Award the Bid for the Highland Avenue  
Water Main Improvements to H. Linden & Sons Sewer and Water  
and enter an agreement with CBBEL for Construction Oversight

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This project involves the installation of an 8-inch ductile iron water main on the north side of Highland Avenue through Presidential Park from 350 feet east of Tanglewood Court to Fox Run Lane. Additional work includes the installation of fire hydrants and valves for fire protection and future maintenance. This project closes two dead ends in the Village's water distribution system and improves reliability for local residents and the park. This project is expected to occur this winter with a completion date in March 2024 in advance of the Presidential Park Reconstruction Improvement.

Attached you find CBBEL's bid recommendation letter to equally consider the low bidder (Mauro) and the second lowest bidder (H. Linden). Staff concurrently bid this project with the Towne Park/Crystal Creek Water Main Crossing and provided a provision in both bid documents to allow for additional considerations for award other than bid cost alone. The bid documents allow for considerations based on cost, past performance, experience, ability to perform the work, and as the bid relates to the Towne Park/Crystal Creek Water Min Crossing project.

14 bids were received on September 28<sup>th</sup> with Mauro Sewer Construction, Inc. providing the low bid (\$389,931.00) and H. Linden proving the second lowest bid (\$402,933.00), a difference of about three percent. After thorough review, staff is recommending H. Linden for the following reasons

- H. Linden is the low bidder on Towne Park/Crystal Creek Crossing project
- The Village has a good working relationship with H. Linden on current and past projects
- H. Linden is already in the Village completing the WTP#2 Cation Exchange project and PRV year 2 Replacement.
- Past experience with Mauro has been has been challenging particularly with meeting schedule deadlines and working around unforeseen challenges.

The bid amount of \$402,933.00 from H. Linden is well within the \$650,000 budgeted for construction in the Water and Sewer fund as well as the engineer's estimate. Therefore, staff recommends that the Committee of the Whole move this item to the Village Board and award the contract for the Highland Avenue Water Main Improvements to H. Linden.

The second item included on this memo is the recommendation for construction oversight of this project with CBBEL. The proposed Resident Engineer has several years of experience working in the Village of Algonquin and is very familiar with our standards and requirements. CBBEL is also being recommended for oversight of the Towne Park/Crystal Creek Water Main Crossing project. Staff feels having consistency with project coordination and communication, will provide the best possible outcome for these projects.

The amount proposed from CBBEL for construction oversight of \$49,835 is under the budgeted amount of \$60,000 in the Water and Sewer fund this fiscal year.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$49,835 to the Village Board for approval.





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

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

October 2, 2023

Village of Algonquin  
110 Mitchard Way  
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Highland Avenue Water Main Improvements  
(CBBEL Project No. 070273.00177)

Dear Mr. Ganek,

On Thursday, September 28<sup>th</sup>, at 10:00 a.m. bids were received and opened for the aforementioned project. Fourteen (14) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$707,569.50
MILLENIUM CONTRACTING CO.	\$566,157.00
KANE COUNTY EXCAVATING	\$532,475.34
GANZIANO SEWER & WATER	\$521,508.00
COPENHAVER CONSTRUCTION, INC	\$515,937.00
BERGER CONTRACTORS, INC.	\$513,013.65
GERARDI SEWER AND WATER	\$501,760.00
HOLIDAY SEWER & WATER, INC.	\$495,920.00
ALAMP CONCRETE CONTRACTORS, INC.	\$488,975.94
BOLDER CONTRACTORS, INC.	\$488,726.50
MARTAM CONSTRUCTION, INC.	\$476,425.70
SWALLOW CONSTRUCTION CORP	\$472,243.00
LENNY HOFFMAN EXCAVATING, INC	\$447,171.08
H. LINDEN & SONS SEWER & WATER, INC	\$402,933.00
MAURO SEWER CONSTRUCTION, INC.	\$389,931.00

Mauro Sewer Construction Co. is the low bidder with a bid amount of \$389,931.00. H. Linden & Sons Sewer & Water, Inc. is the second low bidder with the bid amount of \$402,933.00.

In consideration of the second low bidder:

- The provision provided in the bid documents and Notice to Bidders states that “Bid proposals for this project will be considered not only on the basis of cost, but also on past performance, experience, ability to perform the work, and will be considered as it relates to the Towne Park/Crystal Creek Water Main Crossing project bids (concurrent bid date and time). The Village of Algonquin reserves the right to accept the bid deemed to be in its own best interest, which is based on all of the above considerations.”
- H. Linden & Sons Sewer & Water, Inc. is the low bidder on the Towne Park/Crystal Creek Water Main Crossing Project.
- H. Linden & Sons Sewer & Water, Inc. is currently working in the Village completing Year 2 of the Pressure Reducing Valve Replacement Project.
- H. Linden & Sons Sewer & Water, Inc. has performed satisfactory work for the Village in the past, demonstrating past experience and the ability to perform the work.
- The Village has a good working relationship with H. Linden & Sons Sewer & Water, Inc. on past lead service replacements.

Based on the above considerations, our office requests the Village to equally consider the low bid from Mauro Sewer Construction, Inc. in the amount of \$389,931.00 as well as the second low bid from H. Linden & Sons Sewer & Water, Inc. in the amount of \$402,933.00 for awarding of the contract. We request the Village exercise their right to accept the bid it deems to be in its own best interest, as described in the contract documents.

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

Sincerely,



Lee M Fell, PE  
Vice President, Assistant Department Head, Civil Design

cc: Kevin Wilson – CBBEL (letter only)

Christopher B. Burke Engineering, Ltd.  
9575 W Higgins Road, Suite 600  
Rosemont, IL 60018

Low Bidder

Staff's recommendation for contract award

VILLAGE OF ALGONQUIN  
HIGHLAND AVENUE WATER MAIN IMPROVEMENTS  
(CBBEL PROJECT NO. 07-0273.00177)  
BID TABULATION  
Date: September 28, 2023  
Page 1 of 3

				ENGINEER'S ESTIMATE		MAURO SEWER CONSTRUCTION INC		H. LINDEN & SONS SEWER & WATER, INC		LENNY HOFFMAN EXCAVATING, INC		SWALLOW CONSTRUCTION CORP		MARTAM CONSTRUCTION, INC		BOLDER CONTRACTORS, INC	
CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	22	\$80.00	\$1,760.00	\$ 125.00	\$ 2,750.00	\$ 25.00	\$ 550.00	\$ 25.00	\$ 550.00	\$ 150.00	\$ 3,300.00	\$ 100.00	\$ 2,200.00	\$ 100.00	\$ 2,200.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	1763	\$8.50	\$14,985.50	\$ 8.50	\$ 14,985.50	\$ 6.00	\$ 10,578.00	\$ 7.70	\$ 13,575.10	\$ 11.00	\$ 19,393.00	\$ 0.10	\$ 176.30	\$ 6.00	\$ 10,578.00
25000100	SEEDING, CLASS 1	ACRE	0.35	\$5,000.00	\$1,750.00	\$ 8,000.00	\$ 2,800.00	\$ 5,000.00	\$ 1,750.00	\$ 5,500.00	\$ 1,925.00	\$ 5,000.00	\$ 1,750.00	\$ 22,000.00	\$ 7,700.00	\$ 6,000.00	\$ 2,100.00
25100630	EROSION CONTROL BLANKET, S75BN	SQ YD	1762	\$4.00	\$7,048.00	\$ 5.00	\$ 8,810.00	\$ 3.00	\$ 5,286.00	\$ 3.85	\$ 6,783.70	\$ 3.50	\$ 6,167.00	\$ 7.00	\$ 12,334.00	\$ 2.00	\$ 3,524.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	32	\$10.50	\$336.00	\$ 10.00	\$ 320.00	\$ 1.00	\$ 32.00	\$ 1.10	\$ 35.20	\$ 33.00	\$ 1,056.00	\$ 0.10	\$ 3.20	\$ 30.00	\$ 960.00
28000500	INLET AND PIPE PROTECTION	EACH	1	\$150.00	\$150.00	\$ 300.00	\$ 300.00	\$ 1.00	\$ 1.00	\$ 180.00	\$ 180.00	\$ 75.00	\$ 75.00	\$ 180.00	\$ 180.00	\$ 200.00	\$ 200.00
28000510	INLET FILTERS	EACH	6	\$210.00	\$1,260.00	\$ 100.00	\$ 600.00	\$ 1.00	\$ 6.00	\$ 180.00	\$ 1,080.00	\$ 500.00	\$ 3,000.00	\$ 280.00	\$ 1,680.00	\$ 200.00	\$ 1,200.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	2342	\$2.00	\$4,684.00	\$ 3.00	\$ 7,026.00	\$ 2.00	\$ 4,684.00	\$ 2.50	\$ 5,855.00	\$ 2.25	\$ 5,269.50	\$ 0.60	\$ 1,405.20	\$ 0.50	\$ 1,171.00
28100103	STONE RIPRAP, CLASS A2	SQ YD	2	\$165.00	\$330.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	76	\$25.00	\$1,900.00	\$ 18.00	\$ 1,368.00	\$ 30.00	\$ 2,280.00	\$ 15.00	\$ 1,140.00	\$ 41.00	\$ 3,116.00	\$ 22.00	\$ 1,672.00	\$ 20.00	\$ 1,520.00
42400800	DETECTABLE WARNINGS	SQ FT	21	\$40.00	\$840.00	\$ 60.00	\$ 1,260.00	\$ 50.00	\$ 1,050.00	\$ 55.00	\$ 1,155.00	\$ 75.00	\$ 1,575.00	\$ 65.00	\$ 1,365.00	\$ 40.00	\$ 840.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	18	\$35.00	\$630.00	\$ 10.00	\$ 180.00	\$ 90.00	\$ 1,620.00	\$ 50.00	\$ 900.00	\$ 10.00	\$ 180.00	\$ 25.00	\$ 450.00	\$ 9.00	\$ 162.00
44000600	SIDEWALK REMOVAL	SQ FT	76	\$10.00	\$760.00	\$ 5.00	\$ 380.00	\$ 2.00	\$ 152.00	\$ 10.00	\$ 760.00	\$ 3.00	\$ 228.00	\$ 5.00	\$ 380.00	\$ 3.00	\$ 228.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	23	\$190.00	\$4,370.00	\$ 80.00	\$ 1,840.00	\$ 92.00	\$ 2,116.00	\$ 129.00	\$ 2,967.00	\$ 45.00	\$ 1,035.00	\$ 94.00	\$ 2,162.00	\$ 140.00	\$ 3,220.00
56103100	DUCTILE IRON WATER MAIN 8"	FOOT	1146	\$200.00	\$229,200.00	\$ 90.00	\$ 103,140.00	\$ 95.00	\$ 108,870.00	\$ 124.00	\$ 142,104.00	\$ 120.00	\$ 137,520.00	\$ 96.00	\$ 110,016.00	\$ 160.00	\$ 183,360.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$7,500.00	\$30,000.00	\$ 9,000.00	\$ 36,000.00	\$ 8,000.00	\$ 32,000.00	\$ 8,338.00	\$ 33,352.00	\$ 8,950.00	\$ 35,800.00	\$ 8,500.00	\$ 34,000.00	\$ 6,500.00	\$ 26,000.00
60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED	EACH	2	\$4,500.00	\$9,000.00	\$ 2,750.00	\$ 5,500.00	\$ 3,000.00	\$ 6,000.00	\$ 2,925.00	\$ 5,850.00	\$ 1,700.00	\$ 3,400.00	\$ 3,800.00	\$ 7,600.00	\$ 2,000.00	\$ 4,000.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	18	\$55.00	\$990.00	\$ 100.00	\$ 1,800.00	\$ 70.00	\$ 1,260.00	\$ 100.00	\$ 1,800.00	\$ 116.50	\$ 2,097.00	\$ 125.00	\$ 2,250.00	\$ 9.00	\$ 162.00
66400105	CHAIN LINK FENCE, 4'	FOOT	9	\$80.00	\$720.00	\$ 100.00	\$ 900.00	\$ 40.00	\$ 360.00	\$ 125.00	\$ 1,125.00	\$ 65.00	\$ 585.00	\$ 88.00	\$ 792.00	\$ 100.00	\$ 900.00
67100100	MOBILIZATION	L SUM	1	\$35,000.00	\$35,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,000.00	\$ 27,000.00	\$ 28,800.00	\$ 28,800.00	\$ 24,000.00	\$ 24,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10	\$25.00	\$250.00	\$ 15.00	\$ 150.00	\$ 100.00	\$ 1,000.00	\$ 5.00	\$ 50.00	\$ 35.75	\$ 357.50	\$ 30.00	\$ 300.00	\$ 25.00	\$ 250.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	20	\$28.00	\$560.00	\$ 20.00	\$ 400.00	\$ 70.00	\$ 1,400.00	\$ 7.00	\$ 140.00	\$ 48.50	\$ 970.00	\$ 40.00	\$ 800.00	\$ 30.00	\$ 600.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	45	\$30.00	\$1,350.00	\$ 30.00	\$ 1,350.00	\$ 30.00	\$ 1,350.00	\$ 9.00	\$ 405.00	\$ 98.00	\$ 4,410.00	\$ 90.00	\$ 4,050.00	\$ 40.00	\$ 1,800.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	110	\$5.00	\$550.00	\$ 10.00	\$ 1,100.00	\$ 15.00	\$ 1,650.00	\$ 5.00	\$ 550.00	\$ 44.00	\$ 4,840.00	\$ 24.00	\$ 2,640.00	\$ 10.00	\$ 1,100.00
X0327036	BIKE PATH REMOVAL	SQ YD	53	\$25.00	\$1,325.00	\$ 18.00	\$ 954.00	\$ 10.00	\$ 530.00	\$ 15.00	\$ 795.00	\$ 3.00	\$ 159.00	\$ 10.00	\$ 530.00	\$ 18.00	\$ 954.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	565	\$70.00	\$39,550.00	\$ 35.00	\$ 19,775.00	\$ 52.00	\$ 29,380.00	\$ 33.00	\$ 18,645.00	\$ 42.00	\$ 23,730.00	\$ 56.00	\$ 31,640.00	\$ 26.00	\$ 14,690.00
X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	1194	\$10.00	\$11,940.00	\$ 9.00	\$ 10,746.00	\$ 7.00	\$ 8,358.00	\$ 1.00	\$ 1,194.00	\$ 15.00	\$ 17,910.00	\$ 8.00	\$ 9,552.00	\$ 20.00	\$ 23,880.00
X5610704	WATER MAIN REMOVAL, 4"	FOOT	67	\$38.00	\$2,546.00	\$ 20.00	\$ 1,340.00	\$ 10.00	\$ 670.00	\$ 4.00	\$ 268.00	\$ 10.00	\$ 670.00	\$ 20.00	\$ 1,340.00	\$ 1.00	\$ 67.00
X5610706	WATER MAIN REMOVAL, 6"	FOOT	19	\$40.00	\$760.00	\$ 29.00	\$ 551.00	\$ 10.00	\$ 190.00	\$ 6.00	\$ 114.00	\$ 10.00	\$ 190.00	\$ 20.00	\$ 380.00	\$ 1.00	\$ 19.00
X6640300	CHAIN LINK FENCE REMOVAL	FOOT	120	\$20.00	\$2,400.00	\$ 10.00	\$ 1,200.00	\$ 1.00	\$ 120.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 30.00	\$ 3,600.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 46,000.00	\$ 46,000.00	\$ 20,000.00	\$ 20,000.00
XX001490	GATE VALVES, 8"	EACH	1	\$3,500.00	\$3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,660.00	\$ 2,660.00	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00	\$ 12,000.00	\$ 12,000.00
XX003516	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	1	\$7,500.00	\$7,500.00	\$ 4,750.00	\$ 4,750.00	\$ 3,000.00	\$ 3,000.00	\$ 5,425.00	\$ 5,425.00	\$ 7,500.00	\$ 7,500.00	\$ 2,800.00	\$ 2,800.00	\$ 6,000.00	\$ 6,000.00
XX003517	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	EACH	1	\$6,500.00	\$6,500.00	\$ 3,750.00	\$ 3,750.00	\$ 3,000.00	\$ 3,000.00	\$ 5,285.00	\$ 5,285.00	\$ 7,500.00	\$ 7,500.00	\$ 2,600.00	\$ 2,600.00	\$ 6,000.00	\$ 6,000.00
XX006910	TREE PROTECTION, SPECIAL	EACH	10	\$500.00	\$5,000.00	\$ 75.00	\$ 750.00	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00	\$ 110.00	\$ 1,100.00	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00
XX008195	EXPLORATION EXCAVATION (UTILITY)	FOOT	80	\$60.00	\$4,800.00	\$ 5.00	\$ 400.00	\$ 10.00	\$ 800.00	\$ 35.00	\$ 2,800.00	\$ 5.00	\$ 400.00	\$ 40.00	\$ 3,200.00	\$ 50.00	\$ 4,000.00
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	323	\$48.00	\$15,504.00	\$ 25.00	\$ 8,075.00	\$ 10.00	\$ 3,230.00	\$ 10.00	\$ 3,230.00	\$ 20.00	\$ 6,460.00	\$ 27.00	\$ 8,721.00	\$ 18.00	\$ 5,814.00
Z1	CLASS D PATCHES, 5"	SQ YD	227	\$180.00	\$40,860.00	\$ 68.00	\$ 15,436.00	\$ 72.00	\$ 16,344.00	\$ 64.25	\$ 14,584.75	\$ 68.00	\$ 15,436.00	\$ 68.00	\$ 15,436.00	\$ 40.00	\$ 9,080.00
Z2	CLASS D PATCHES, 6"	SQ YD	113	\$200.00	\$22,600.00	\$ 80.00	\$ 9,040.00	\$ 75.00	\$ 8,475.00	\$ 77.33	\$ 8,738.29	\$ 80.00	\$ 9,040.00	\$ 78.00	\$ 8,814.00	\$ 45.00	\$ 5,085.00
Z3	CONCRETE WHEEL STOP REMOVAL AND REINSTALLATION	EACH	2	\$200.00	\$400.00	\$ 210.00	\$ 420.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 600.00	\$ 1,200.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 600.00
Z4	CONSTRUCT NEW MULTI-USE PATH	SQ YD	57	\$75.00	\$4,275.00	\$ 47.00	\$ 2,679.00	\$ 48.00	\$ 2,736.00	\$ 33.00	\$ 1,881.00	\$ 48.00	\$ 2,736.00	\$ 40.00	\$ 2,280.00	\$ 80.00	\$ 4,560.00
Z5	DUCTILE IRON WATER MAIN 8" IN CASING PIPE	FOOT	71	\$210.00	\$14,910.00	\$ 100.00	\$ 7,100.00	\$ 100.00	\$ 7,100.00	\$ 108.00	\$ 7,668.00	\$ 93.00	\$ 6,603.00	\$ 118.00	\$ 8,378.00	\$ 160.00	\$ 11,360.00
Z6	ITEMS AS ORDERED BY THE ENGINEER	UNIT	40000	\$1.00	\$40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
Z7	NEW WATER SERVICE AND BUFFALO BOX, 1-1/2"	EACH	2	\$4,500.00	\$9,000.00	\$ 2,850.00	\$ 5,700.00	\$ 5,000.00	\$ 10,000.00	\$ 3,585.00	\$ 7,170.00	\$ 2,900.00	\$ 5,800.00	\$ 3,200.00	\$ 6,400.00	\$ 5,000.00	\$ 10,000.00
Z8	PLAYGROUND EQUIPMENT TO BE REMOVED	LSUM	1	\$800.00	\$800.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00
Z9	SILTATION CONTROL FENCE	FOOT	3225	\$6.00	\$19,350.00	\$ 4.50	\$ 14,512.50	\$ 1.00	\$ 3,225.00	\$ 5.00	\$ 16,125.00	\$ 5.00	\$ 16,125.00	\$ 3.00	\$ 9,675.00	\$ 1.50	\$ 4,837.50
Z10	STEEL CASING PIPE 16"	FOOT	65	\$300.00	\$19,500.00	\$ 100.00	\$ 6,500.00	\$ 240.00	\$ 15,600.00	\$ 152.00	\$ 9,880.00	\$ 180.00	\$ 11,700.00	\$ 160.00	\$ 10,400.00	\$ 180.00	\$ 11,700.00
Z11	STORM SEWER POINT REPAIR, 12", WMQ	FOOT	22	\$250.00	\$5,500.00	\$ 85.00	\$ 1,870.00	\$ 240.00	\$ 5,280.00	\$ 209.00	\$ 4,598.00	\$ 195.00	\$ 4,290.00	\$ 465.00	\$ 10,230.00	\$ 250.00	\$ 5,500.00
Z12	TEMPORARY AGGREGATE SURFACE COURSE, TYPE B 2.5" (SP)	SQ YD	57	\$38.00	\$2,166.00	\$ 30.00	\$ 1,710.00	\$ 10.00	\$ 570.00	\$ 15.00	\$ 855.00	\$ 10.00	\$ 570.00	\$ 12.00	\$ 684.00	\$ 20.00	\$ 1,140.00</



Low Bidder  
 Staff's recommendation for contract award

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		ALAMP CONCRETE CONTRACTORS, INC.		HOLIDAY SEWER AND WATER, INC.		GERARDI SEWER & WATER		BERGER CONTRACTORS, INC		COPENHAVER CONSTRUCTION		GANZIANO SEWER & WATER	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	22	\$80.00	\$1,760.00	\$ 75.00	\$ 1,650.00	\$ 35.00	\$ 770.00	\$ 35.00	\$ 770.00	\$ 80.00	\$ 1,760.00	\$ 45.00	\$ 990.00	\$ 175.00	\$ 3,850.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	1763	\$8.50	\$14,985.50	\$ 8.00	\$ 14,104.00	\$ 6.00	\$ 10,578.00	\$ 5.00	\$ 8,815.00	\$ 10.00	\$ 17,630.00	\$ 6.00	\$ 10,578.00	\$ 8.00	\$ 14,104.00
25000100	SEEDING, CLASS 1	ACRE	0.35	\$5,000.00	\$1,750.00	\$ 10,650.00	\$ 3,727.50	\$ 1.00	\$ 0.35	\$ 10,000.00	\$ 3,500.00	\$ 4,000.00	\$ 1,400.00	\$ 3,000.00	\$ 1,050.00	\$ 2,000.00	\$ 700.00
25100630	EROSION CONTROL BLANKET, S75BN	SQ YD	1762	\$4.00	\$7,048.00	\$ 4.50	\$ 7,929.00	\$ 6.00	\$ 10,572.00	\$ 9.00	\$ 15,858.00	\$ 1.60	\$ 2,819.20	\$ 3.00	\$ 5,286.00	\$ 8.00	\$ 14,096.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	32	\$10.50	\$336.00	\$ 1.00	\$ 32.00	\$ 10.00	\$336.00	\$ 10.00	\$ 320.00	\$ 8.00	\$ 256.00	\$ 1.00	\$ 32.00	\$ 10.00	\$ 320.00
28000500	INLET AND PIPE PROTECTION	EACH	1	\$150.00	\$150.00	\$ 15.00	\$ 15.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 440.00	\$ 440.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00
28000510	INLET FILTERS	EACH	6	\$210.00	\$1,260.00	\$ 15.00	\$ 90.00	\$ 25.00	\$ 150.00	\$ 150.00	\$ 900.00	\$ 270.00	\$ 1,620.00	\$ 120.00	\$ 720.00	\$ 100.00	\$ 600.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	2342	\$2.00	\$4,684.00	\$ 1.00	\$ 2,342.00	\$ 1.00	\$ 2,342.00	\$ 6.00	\$ 14,052.00	\$ 1.35	\$ 3,161.70	\$ 0.50	\$ 1,171.00	\$ 5.00	\$ 11,710.00
28100103	STONE RIPRAP, CLASS A2	SQ YD	2	\$165.00	\$330.00	\$ 325.00	\$ 650.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 260.00	\$ 520.00	\$ 1,000.00	\$ 2,000.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	76	\$25.00	\$1,900.00	\$ 27.00	\$ 2,052.00	\$ 25.00	\$ 1,900.00	\$ 25.00	\$ 1,900.00	\$ 30.00	\$ 2,280.00	\$ 23.00	\$ 1,748.00	\$ 46.00	\$ 3,496.00
42400800	DETECTABLE WARNINGS	SQ FT	21	\$40.00	\$840.00	\$ 25.00	\$ 525.00	\$ 45.00	\$ 945.00	\$ 45.00	\$ 945.00	\$ 50.00	\$ 1,050.00	\$ 50.00	\$ 1,050.00	\$ 75.00	\$ 1,575.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	18	\$35.00	\$630.00	\$ 22.00	\$ 396.00	\$ 50.00	\$ 900.00	\$ 50.00	\$ 900.00	\$ 40.00	\$ 720.00	\$ 18.00	\$ 324.00	\$ 27.00	\$ 486.00
44000600	SIDEWALK REMOVAL	SQ FT	76	\$10.00	\$760.00	\$ 5.00	\$ 380.00	\$ 25.00	\$ 1,900.00	\$ 25.00	\$ 1,900.00	\$ 10.00	\$ 760.00	\$ 5.00	\$ 380.00	\$ 7.00	\$ 532.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	23	\$190.00	\$4,370.00	\$ 149.00	\$ 3,427.00	\$ 125.00	\$ 2,875.00	\$ 75.00	\$ 1,725.00	\$ 190.00	\$ 4,370.00	\$ 220.00	\$ 5,060.00	\$ 217.00	\$ 4,991.00
56103100	DUCTILE IRON WATER MAIN 8"	FOOT	1146	\$200.00	\$229,200.00	\$ 145.00	\$ 166,170.00	\$ 175.00	\$ 200,550.00	\$ 150.00	\$ 171,900.00	\$ 120.00	\$ 137,520.00	\$ 126.00	\$ 144,396.00	\$ 146.00	\$ 167,316.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$7,500.00	\$30,000.00	\$ 9,850.00	\$ 39,400.00	\$ 9,500.00	\$ 38,000.00	\$ 8,000.00	\$ 32,000.00	\$ 8,700.00	\$ 34,800.00	\$ 9,200.00	\$ 36,800.00	\$ 8,000.00	\$ 32,000.00
60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED	EACH	2	\$4,500.00	\$9,000.00	\$ 4,675.00	\$ 9,350.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,800.00	\$ 7,600.00	\$ 4,300.00	\$ 8,600.00	\$ 4,000.00	\$ 8,000.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	18	\$55.00	\$990.00	\$ 123.00	\$ 2,214.00	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00	\$ 135.00	\$ 2,430.00	\$ 50.00	\$ 900.00	\$ 250.00	\$ 4,500.00
66400105	CHAIN LINK FENCE, 4'	FOOT	9	\$80.00	\$720.00	\$ 100.00	\$ 900.00	\$ 55.00	\$ 495.00	\$ 50.00	\$ 450.00	\$ 200.00	\$ 1,800.00	\$ 150.00	\$ 1,350.00	\$ 100.00	\$ 900.00
67100100	MOBILIZATION	L SUM	1	\$35,000.00	\$35,000.00	\$ 29,000.00	\$ 29,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,385.00	\$ 60,385.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10	\$25.00	\$250.00	\$ 18.00	\$ 180.00	\$ 4.00	\$ 40.00	\$ 14.00	\$ 140.00	\$ 20.00	\$ 200.00	\$ 12.00	\$ 120.00	\$ 25.00	\$ 250.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	20	\$28.00	\$560.00	\$ 20.00	\$ 400.00	\$ 6.00	\$ 120.00	\$ 28.00	\$ 560.00	\$ 30.00	\$ 600.00	\$ 20.00	\$ 400.00	\$ 30.00	\$ 600.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	45	\$30.00	\$1,350.00	\$ 28.00	\$ 1,260.00	\$ 12.00	\$ 540.00	\$ 56.00	\$ 2,520.00	\$ 60.00	\$ 2,700.00	\$ 38.00	\$ 1,710.00	\$ 35.00	\$ 1,575.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	110	\$5.00	\$550.00	\$ 6.50	\$ 715.00	\$ 4.00	\$ 440.00	\$ 6.50	\$ 715.00	\$ 15.00	\$ 1,650.00	\$ 7.00	\$ 770.00	\$ 25.00	\$ 2,750.00
X0327036	BIKE PATH REMOVAL	SQ YD	53	\$25.00	\$1,325.00	\$ 16.00	\$ 848.00	\$ 15.00	\$ 795.00	\$ 8.00	\$ 424.00	\$ 16.25	\$ 861.25	\$ 21.00	\$ 1,113.00	\$ 10.00	\$ 530.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	565	\$70.00	\$39,550.00	\$ 1.00	\$ 565.00	\$ 30.00	\$ 16,950.00	\$ 20.00	\$ 11,300.00	\$ 55.00	\$ 31,075.00	\$ 40.00	\$ 22,600.00	\$ 45.00	\$ 25,425.00
X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	1194	\$10.00	\$11,940.00	\$ 0.01	\$ 11.94	\$ 0.01	\$ 11.94	\$ 5.00	\$ 5,970.00	\$ 7.00	\$ 8,358.00	\$ 8.00	\$ 9,552.00	\$ 8.00	\$ 9,552.00
X5610704	WATER MAIN REMOVAL, 4"	FOOT	67	\$38.00	\$2,546.00	\$ 1.00	\$ 67.00	\$ 10.00	\$ 670.00	\$ 4.00	\$ 268.00	\$ 30.00	\$ 2,010.00	\$ 10.00	\$ 670.00	\$ 10.00	\$ 670.00
X5610706	WATER MAIN REMOVAL, 6"	FOOT	19	\$40.00	\$760.00	\$ 1.00	\$ 19.00	\$ 10.00	\$ 190.00	\$ 4.00	\$ 160.00	\$ 40.00	\$ 760.00	\$ 15.00	\$ 285.00	\$ 10.00	\$ 190.00
X6640300	CHAIN LINK FENCE REMOVAL	FOOT	120	\$20.00	\$2,400.00	\$ 7.50	\$ 900.00	\$ 10.00	\$ 1,200.00	\$ 15.00	\$ 1,800.00	\$ 15.00	\$ 1,800.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$ 81,600.00	\$ 81,600.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 49,000.00	\$ 49,000.00	\$ 2,500.00	\$ 2,500.00
XX001490	GATE VALVES, 8"	EACH	1	\$3,500.00	\$3,500.00	\$ 2,675.00	\$ 2,675.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00
XX003516	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	1	\$7,500.00	\$7,500.00	\$ 3,525.00	\$ 3,525.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,900.00	\$ 6,900.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00
XX003517	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	EACH	1	\$6,500.00	\$6,500.00	\$ 3,325.00	\$ 3,325.00	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,300.00	\$ 6,300.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00
XX006910	TREE PROTECTION, SPECIAL	EACH	10	\$500.00	\$5,000.00	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 280.00	\$ 2,800.00	\$ 250.00	\$ 2,500.00	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00
XX008195	EXPLORATION EXCAVATION (UTILITY)	FOOT	80	\$60.00	\$4,800.00	\$ 20.00	\$ 1,600.00	\$ 10.00	\$ 800.00	\$ 1.00	\$ 80.00	\$ 23.00	\$ 1,840.00	\$ 20.00	\$ 1,600.00	\$ 50.00	\$ 4,000.00
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	323	\$48.00	\$15,504.00	\$ 1.00	\$ 323.00	\$ 15.00	\$ 4,845.00	\$ 20.00	\$ 6,460.00	\$ 15.00	\$ 4,845.00	\$ 20.00	\$ 6,460.00	\$ 15.00	\$ 4,845.00
Z1	CLASS D PATCHES, 5"	SQ YD	227	\$180.00	\$40,860.00	\$ 58.00	\$ 13,166.00	\$ 60.00	\$ 13,620.00	\$ 58.50	\$ 13,279.50	\$ 75.00	\$ 17,025.00	\$ 55.00	\$ 12,485.00	\$ 70.00	\$ 15,890.00
Z2	CLASS D PATCHES, 6"	SQ YD	113	\$200.00	\$22,600.00	\$ 63.50	\$ 7,175.50	\$ 71.00	\$ 8,023.00	\$ 70.50	\$ 7,966.50	\$ 90.00	\$ 10,170.00	\$ 62.00	\$ 7,006.00	\$ 84.00	\$ 9,492.00
Z3	CONCRETE WHEEL STOP REMOVAL AND REINSTALLATION	EACH	2	\$200.00	\$400.00	\$ 225.00	\$ 450.00	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 500.00	\$ 1,000.00
Z4	CONSTRUCT NEW MULTI-USE PATH	SQ YD	57	\$75.00	\$4,275.00	\$ 51.00	\$ 2,907.00	\$ 30.00	\$ 1,710.00	\$ 50.00	\$ 2,850.00	\$ 150.00	\$ 8,550.00	\$ 65.00	\$ 3,705.00	\$ 33.00	\$ 1,881.00
Z5	DUCTILE IRON WATER MAIN 8" IN CASING PIPE	FOOT	71	\$210.00	\$14,910.00	\$ 70.00	\$ 4,970.00	\$ 175.00	\$ 12,425.00	\$ 75.00	\$ 5,325.00	\$ 145.00	\$ 10,295.00	\$ 436.00	\$ 30,956.00	\$ 400.00	\$ 28,400.00
Z6	ITEMS AS ORDERED BY THE ENGINEER	UNIT	40000	\$1.00	\$40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
Z7	NEW WATER SERVICE AND BUFFALO BOX, 1-1/2"	EACH	2	\$4,500.00	\$9,000.00	\$ 4,775.00	\$ 9,550.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 3,075.00	\$ 6,150.00	\$ 5,500.00	\$ 11,000.00	\$ 3,500.00	\$ 7,000.00
Z8	PLAYGROUND EQUIPMENT TO BE REMOVED	LSUM	1	\$800.00	\$800.00	\$ 2,750.00	\$ 2,750.00	\$ 1,422.71	\$ 1,422.71	\$ 5,000.00	\$ 5,000.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
Z9	SILTATION CONTROL FENCE	FOOT	3225	\$6.00	\$19,350.00	\$ 1.00	\$ 3,225.00	\$ 2.00	\$ 6,450.00	\$ 4.00	\$ 12,900.00	\$ 2.50	\$ 8,062.50	\$ 3.00	\$ 9,675.00	\$ 5.00	\$ 16,125.00
Z10	STEEL CASING PIPE 16"	FOOT	65	\$300.00	\$19,500.00	\$ 200.00	\$ 13,000.00	\$ 85.00	\$ 5,525.00	\$ 125.00	\$ 8,125.00	\$ 170.00	\$ 11,050.00	\$ 250.00	\$ 16,250.00	\$ 200.00	\$ 13,000.00
Z11	STORM SEWER POINT REPAIR, 12", WMQ	FOOT	22	\$250.00	\$5,500.00	\$ 260.00	\$ 5,720.00	\$ 100.00	\$ 2,200.00	\$ 100.00	\$ 2,200.00	\$ 230.00	\$ 5,060.00	\$ 220.00	\$ 4,840.00	\$ 400.00	\$ 8,800.00
Z12	TEMPORARY AGGREGATE SURFACE COURSE, TYPE B 2.5" (SP)	SQ YD	57	\$38.00	\$2,166.00	\$ 15.00	\$ 855.00	\$ 15.00	\$ 855.00	\$ 10.00	\$ 570.00	\$ 40.00	\$ 2,280.00	\$ 30.00	\$ 1,710.00	\$ 75.00	\$ 4,275.00
Z13	TEMPORARY CLASS D PATCHES, 5"	SQ YD	227	\$180.00	\$40,860.00	\$ 1.00	\$ 227.00	\$ 1.00	\$ 227.00	\$ 28.00	\$ 6,356.00	\$ 66.00	\$ 14,982.00	\$ 39.00	\$ 8,553.00	\$ 70.00	\$ 15,890.00
Z14	TEMPORARY CLASS D PATCHES, 6"	SQ YD	113	\$200.00	\$22,600.00	\$ 1.00	\$ 113.00	\$ 1.00	\$ 113.00	\$ 30.00	\$ 3,390.00	\$ 76.00	\$ 8,588.00	\$ 44.00	\$ 4,972.00	\$ 84.00	\$ 9,492.00
<b>TOTAL:</b>					<b>\$ 707,569.50</b>		<b>\$ 488,975.94</b>		<b>\$ 495,920.00</b>		<b>\$ 501,760.00</b>		<b>\$ 513,013.65</b>		<b>\$ 515,937.00</b>		<b>\$ 521,508.00</b>

\* INDICATES SPECIAL PROVISION  
 DENOTES ERROR

Low Bidder  
 Staff's recommendation for contract award

VILLAGE OF ALGONQUIN  
 HIGHLAND AVENUE WATER MAIN IMPROVEMENTS  
 (CBBEL PROJECT NO. 07-0273.00177)  
 BID TABULATION  
 Date: September 28, 2023  
 Page 3 of 3

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		KANE COUNTY EXCAVATING		MILLENIUM CONTRACTING CO.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	22	\$80.00	\$1,760.00	\$ 45.00	\$ 990.00	\$ 200.00	\$ 4,400.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	1763	\$8.50	\$14,985.50	\$ 7.20	\$ 12,693.60	\$ 15.00	\$ 26,445.00
25000100	SEEDING, CLASS 1	ACRE	0.35	\$5,000.00	\$1,750.00	\$ 6,000.00	\$ 2,100.00	\$ 13,000.00	\$ 4,550.00
25100630	EROSION CONTROL BLANKET, S75BN	SQ YD	1762	\$4.00	\$7,048.00	\$ 3.95	\$ 6,959.90	\$ 7.00	\$ 12,334.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	32	\$10.50	\$336.00	\$ 1.00	\$ 32.00	\$ 10.00	\$ 320.00
28000500	INLET AND PIPE PROTECTION	EACH	1	\$150.00	\$150.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
28000510	INLET FILTERS	EACH	6	\$210.00	\$1,260.00	\$ 100.00	\$ 600.00	\$ 400.00	\$ 2,400.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	2342	\$2.00	\$4,684.00	\$ 2.75	\$ 6,440.50	\$ 5.00	\$ 11,710.00
28100103	STONE RIPRAP, CLASS A2	SQ YD	2	\$165.00	\$330.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	76	\$25.00	\$1,900.00	\$ 35.00	\$ 2,660.00	\$ 50.00	\$ 3,800.00
42400800	DETECTABLE WARNINGS	SQ FT	21	\$40.00	\$840.00	\$ 50.00	\$ 1,050.00	\$ 100.00	\$ 2,100.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	18	\$35.00	\$630.00	\$ 15.00	\$ 270.00	\$ 10.00	\$ 180.00
44000600	SIDEWALK REMOVAL	SQ FT	76	\$10.00	\$760.00	\$ 20.00	\$ 1,520.00	\$ 5.00	\$ 380.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	23	\$190.00	\$4,370.00	\$ 121.50	\$ 2,794.50	\$ 148.00	\$ 3,404.00
56103100	DUCTILE IRON WATER MAIN 8"	FOOT	1146	\$200.00	\$229,200.00	\$ 168.40	\$ 192,986.40	\$ 148.00	\$ 169,608.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$7,500.00	\$30,000.00	\$ 6,700.00	\$ 26,800.00	\$ 8,888.00	\$ 35,552.00
60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED	EACH	2	\$4,500.00	\$9,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,000.00	\$ 10,000.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	18	\$55.00	\$990.00	\$ 75.00	\$ 1,350.00	\$ 100.00	\$ 1,800.00
66400105	CHAIN LINK FENCE, 4'	FOOT	9	\$80.00	\$720.00	\$ 450.00	\$ 4,050.00	\$ 200.00	\$ 1,800.00
67100100	MOBILIZATION	L SUM	1	\$35,000.00	\$35,000.00	\$ 5,000.00	\$ 5,000.00	\$ 23,000.00	\$ 23,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10	\$25.00	\$250.00	\$ 28.00	\$ 280.00	\$ 10.00	\$ 100.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	20	\$28.00	\$560.00	\$ 28.00	\$ 560.00	\$ 13.00	\$ 260.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	45	\$30.00	\$1,350.00	\$ 28.00	\$ 1,260.00	\$ 25.00	\$ 1,125.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	110	\$5.00	\$550.00	\$ 15.00	\$ 1,650.00	\$ 15.00	\$ 1,650.00
X0327036	BIKE PATH REMOVAL	SQ YD	53	\$25.00	\$1,325.00	\$ 15.00	\$ 795.00	\$ 20.00	\$ 1,060.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	565	\$70.00	\$39,550.00	\$ 48.00	\$ 27,120.00	\$ 33.00	\$ 18,645.00
X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	1194	\$10.00	\$11,940.00	\$ 0.01	\$ 11.94	\$ 11.00	\$ 13,134.00
X5610704	WATER MAIN REMOVAL, 4"	FOOT	67	\$38.00	\$2,546.00	\$ 25.00	\$ 1,675.00	\$ 5.00	\$ 335.00
X5610706	WATER MAIN REMOVAL, 6"	FOOT	19	\$40.00	\$760.00	\$ 25.00	\$ 475.00	\$ 5.00	\$ 95.00
X6640300	CHAIN LINK FENCE REMOVAL	FOOT	120	\$20.00	\$2,400.00	\$ 25.00	\$ 3,000.00	\$ 10.00	\$ 1,200.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$ 20,500.00	\$ 20,500.00	\$ 6,000.00	\$ 6,000.00
XX001490	GATE VALVES, 8"	EACH	1	\$3,500.00	\$3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
XX003516	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	1	\$7,500.00	\$7,500.00	\$ 9,500.00	\$ 9,500.00	\$ 8,000.00	\$ 8,000.00
XX003517	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	EACH	1	\$6,500.00	\$6,500.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00
XX006910	TREE PROTECTION, SPECIAL	EACH	10	\$500.00	\$5,000.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00
XX008195	EXPLORATION EXCAVATION (UTILITY)	FOOT	80	\$60.00	\$4,800.00	\$ 10.00	\$ 800.00	\$ 40.00	\$ 3,200.00
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	323	\$48.00	\$15,504.00	\$ 10.50	\$ 3,391.50	\$ 15.00	\$ 4,845.00
Z1	CLASS D PATCHES, 5"	SQ YD	227	\$180.00	\$40,860.00	\$ 75.00	\$ 17,025.00	\$ 80.00	\$ 18,160.00
Z2	CLASS D PATCHES, 6"	SQ YD	113	\$200.00	\$22,600.00	\$ 150.00	\$ 16,950.00	\$ 90.00	\$ 10,170.00
Z3	CONCRETE WHEEL STOP REMOVAL AND REINSTALLATION	EACH	2	\$200.00	\$400.00	\$ 150.00	\$ 300.00	\$ 3,000.00	\$ 6,000.00
Z4	CONSTRUCT NEW MULTI-USE PATH	SQ YD	57	\$75.00	\$4,275.00	\$ 150.00	\$ 8,550.00	\$ 75.00	\$ 4,275.00
Z5	DUCTILE IRON WATER MAIN 8" IN CASING PIPE	FOOT	71	\$210.00	\$14,910.00	\$ 135.50	\$ 9,620.50	\$ 275.00	\$ 19,525.00
Z6	ITEMS AS ORDERED BY THE ENGINEER	UNIT	40000	\$1.00	\$40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
Z7	NEW WATER SERVICE AND BUFFALO BOX, 1-1/2"	EACH	2	\$4,500.00	\$9,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,520.00	\$ 5,040.00
Z8	PLAYGROUND EQUIPMENT TO BE REMOVED	LSUM	1	\$800.00	\$800.00	\$ 8,000.00	\$ 8,000.00	\$ 2,458.00	\$ 2,458.00
Z9	SILTATION CONTROL FENCE	FOOT	3225	\$6.00	\$19,350.00	\$ 4.10	\$ 13,222.50	\$ 9.00	\$ 29,025.00
Z10	STEEL CASING PIPE 16"	FOOT	65	\$300.00	\$19,500.00	\$ 75.00	\$ 4,875.00	\$ 300.00	\$ 19,500.00
Z11	STORM SEWER POINT REPAIR, 12", WMQ	FOOT	22	\$250.00	\$5,500.00	\$ 110.00	\$ 2,420.00	\$ 200.00	\$ 4,400.00
Z12	TEMPORARY AGGREGATE SURFACE COURSE, TYPE B 2.5" (SP)	SQ YD	57	\$38.00	\$2,166.00	\$ 17.00	\$ 969.00	\$ 40.00	\$ 2,280.00
Z13	TEMPORARY CLASS D PATCHES, 5"	SQ YD	227	\$180.00	\$40,860.00	\$ 105.50	\$ 23,948.50	\$ 56.00	\$ 12,712.00
Z14	TEMPORARY CLASS D PATCHES, 6"	SQ YD	113	\$200.00	\$22,600.00	\$ 171.50	\$ 19,379.50	\$ 60.00	\$ 6,780.00
<b>TOTAL:</b>					<b>\$ 707,569.50</b>		<b>\$ 532,475.34</b>		<b>\$ 566,157.00</b>

\* INDICATES SPECIAL PROVISION

  DENOTES ERROR

**Consulting Engineering**  
**Master Agreement Work Order Form**

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

The Village of Algonquin is requesting a proposal for Phase III Engineering. Highland Avenue Water Main Improvements shall consist of installation of a new 8” ductile iron water main through Presidential Park in the Village of Algonquin, IL. The project will include bike path removal, tree removal, combination curb and gutter removal, sidewalk removal, and fence removal. Proposed improvements include construction of a new multi-use path, sidewalk, combination curb and gutter, class D patches, water main, fire hydrants, and buffalo boxes.

It is our understanding that the project will be let on September 28, 2023, and construction is expected to take place between early November 2023 and March 1, 2024.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector’s Checklists for contract line items.
- Provide information to the Village so you can update your website with construction updates.



## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
  - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

## 3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 40 hours per week for a 5-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings as necessary;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Inc. (Rubino) for soil and aggregate density, Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.
- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

6. Closeout

- Develop and ensure completion of "Punch List";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

**IV. STAFF-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A.2 Shop Drawing Review				
Engineer IV	10 hrs x \$155/hr	=		\$1,550
Task A. 3 Construction Observation				
Engineer IV	200 hrs x \$155/hr	=		\$31,000
Task A.4 Construction Documentation				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A. 5 Material QA				
Rubino Engineering		=		\$4,500
Task A.6 Project Closeout				
Engineer IV	24 hrs x \$155/hr	=		<u>\$3,720</u>
Vehicle Usage	\$65 per day - 25 days	=		<u>\$1,625</u>
		<b>Total</b>		<b>\$49,835</b>


VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  \_\_\_\_\_

Title: President

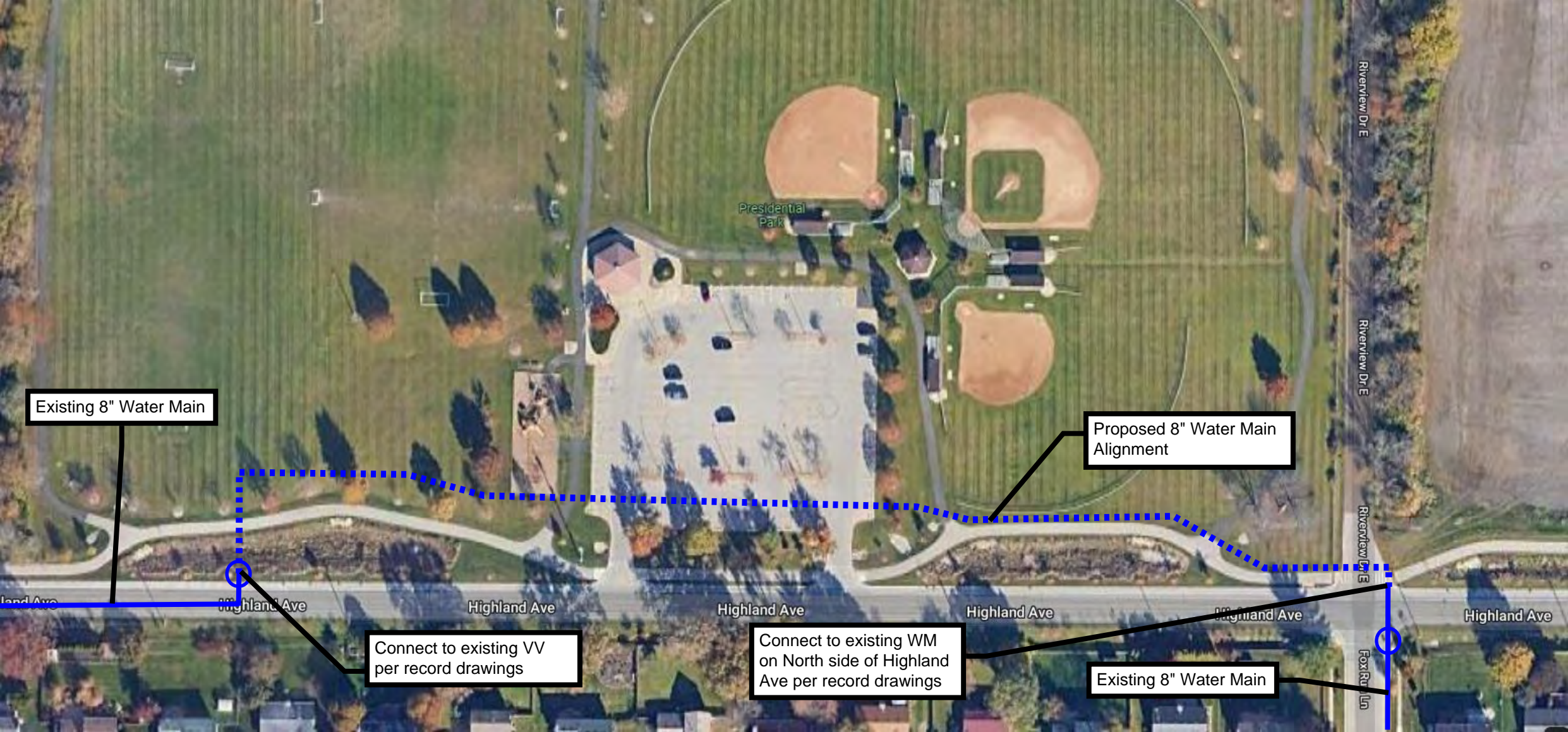
Date: 9/26/2023



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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



Existing 8" Water Main

Proposed 8" Water Main Alignment

Connect to existing VV per record drawings

Connect to existing WM on North side of Highland Ave per record drawings

Existing 8" Water Main

Presidential Park

Riverview Dr E

Riverview Dr E

Riverview Dr E

Fox Run Ln

land Ave

Highland Ave

Highland Ave

Highland Ave

Highland Ave

Highland Ave

Highland Ave



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

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

DATE: 9/30/2023

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: Ordinance Changes to Chapter 12.09

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Please see the attached ordinance which makes some house keeping changes to Chapter 12.09 Noxious Plants & Weeds of the Algonquin Municipal Code.

12.09.A was changed to have a list of noxious weed species on file at Public Works instead of listing them directly in the Code. This gives staff the ability to add species to the list when deemed necessary.

This section also allows for weed species in Protected Natural Areas as it is impossible to do a native restoration and keep all weed species out of the natural area due to animals, birds, wind and water carrying seeds into these areas. Our protected natural areas are not mowed each week so weed species can grow in these sites from time to time. However, public works manages this through our yearly Natural Area maintenance program where an ecological company comes in and selectively herbicides weedy species. Each restored natural area also receives a prescribed burn every three years, which also helps to control weedy species.

Paragraph 3 takes out the sentence that allows grass over 8 inches to grow in designated wetland open spaces or approved native planting areas. These types of areas do not have grass planted in them, so this does not apply.

# VILLAGE OF ALGONQUIN APPROVED NOXIOUS WEED SPECIES LIST

## ALGONQUIN PUBLIC WORKS DEPARTMENT (Updated 9-28-2023)

The following is an approved list of species that are not allowed in the Village of Algonquin

<b>Forbs</b>	
<b>Common Name</b>	<b>Scientific Name</b>
Garlic mustard	<i>Alliaria petiolate</i>
Common ragweed	<i>Ambrosia artemisiifolia</i>
Giant ragweed	<i>Ambrosia trifida</i>
Wild chervil	<i>Anthriscus sylvestris</i>
Burdock	<i>Arctium minus</i>
Mugwort	<i>Artemisia vulgaris</i>
Musk thistle	<i>Carduus nutans</i>
Spotted knapweed	<i>Centaurea stoebe</i>
Chicory	<i>Cichorium intybus</i>
Canada thistle	<i>Cirsium arvense</i>
Bull thistle	<i>Cirsium vulgare</i>
Poison hemlock	<i>Conium maculatum</i>
Jimson Weed	<i>Datura stramonium</i>
Queen Anne's lace	<i>Daucus carota</i>
Teasel	<i>Dipsacus spp</i>
Lesser celandine	<i>Ficaria verna</i>
Dame's rocket	<i>Hesperis matronalis</i>
Motherwort	<i>Leonurus cardiaca</i>
Birdsfoot trefoil	<i>Lotus corniculatus</i>
Purple loosestrife	<i>Lythrum salicaria</i>
White sweet clover	<i>Melilotus alba</i>
Yellow sweet clover	<i>Melilotus officinalis</i>
Watercress	<i>Nasturtium officinale</i>
Wild parsnip	<i>Pastinaca sativa</i>
Crownvetch	<i>Securigera varia</i>
Sow thistle	<i>Sonchus arvensis</i>
Red clover	<i>Trifolium pratense</i>
White clover	<i>Trifolium repens</i>
Stinging nettle	<i>Urtica dioica</i>
Common Cocklebur	<i>Xanthium strumarium</i>
Mullein	<i>Verbascum thapsus</i>



<b>Grasses</b>	
<b>Common Name</b>	<b>Scientific Name</b>
Japanese stilt grass	<i>Microstegium vimineum</i>
Amur silver grass	<i>Miscanthus sacchariflorus</i>
Reed canarygrass	<i>Phalaris arundinacea</i>
Common reed	<i>Phragmites australis</i>
Johnsongrass	<i>Sorghum halepense</i>

<b>Vines</b>	
<b>Common Name</b>	<b>Scientific Name</b>
Porcelainberry vine	<i>Anthriscus brevipedunculata</i>
Oriental bittersweet	<i>Celastrus orbiculatus</i>
Kudzu	<i>Pueraria montana</i>
Poison ivy	<i>Toxiodendron radicans</i>

# ORDINANCE NO. 2023 - O - \_\_\_\_\_

## *An Ordinance Amending Section 12.09, Noxious Plants and Weeds, of the Algonquin Municipal Code*

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

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

**SECTION 1:** Paragraph A of Section 12.09, Noxious Plants and Weeds, of the Algonquin Municipal Code shall be amended to read as follows:

A. Noxious Plants and Weeds Declared a Nuisance: Any weeds on the Village's approved Noxious Weed List (on file at the Public Works Department)~~such as or known as jimson, burdock, ragweed, thistle, cocklebur, or other weeds of like kind, and plants or bushes of the species of tall, common or European Barberry, otherwise known as Berberis Vulgaris, or its horticultural varieties,~~ found growing in any place or location within the corporate limits of the Village, are declared to be a nuisance, except in designated Protected Natural Areas.

It shall be unlawful for any person to cause or permit any such noxious weeds, plants, or bushes to grow or remain in any place or location within the corporate limits of the Village to a height in excess of 8 inches.

~~Except in a designated wetland open spaces or approved native planting areas, i~~It is hereby declared to be a nuisance and shall be unlawful for any person to cause or permit grass to grow or remain in any place or location within the corporate limits of the Village to a height in excess of ~~eight~~8 inches.

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

**APPROVED:**

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

(SEAL)

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

Passed:

Approved:

Published:



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

**– M E M O R A N D U M –**

DATE: October 10, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Enter into a Design-Build Contract with Burke, LLC for the Downtown Dry Utility Relocation Project

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Attached is the Design-Build contract proposal with Burke, LLC, to complete Phase II of the dry utility lowering in downtown as laid out in the Downtown Master Plan. The work includes coordination with the private utility companies, ComEd, Comcast, and AT&T, to allow the general contractor to provide underground infrastructure and equipment for transmission lines and services to the business and residents in the downtown. The general contractor will install additional conduit during this phase for future Village lighting use.

Burke, LLC, proposes to utilize construction services with Utility Dynamics, Inc. in this contract. Utility Dynamics successfully completed Phase I dry utility lowering project along Main Street from the Bypass to Edward Street and Harrison Street from Edward Street to the Riverwalk. This phase will include utility lowering on Harrison Street from the Riverwalk to Washington Street, Washington Street from La Fox Drive to Jefferson Street, Jefferson Street from Harrison Street to the east, and behind all the Main Street businesses between Washington Street and the Riverwalk (see attached map).

This work is expected to begin this fall, with completion in late spring 2024. As performed during Phase I, this work is required in advance of the next phase of the Downtown Streetscape Improvement Project. In order to minimize disruption, staff is in the process of preparing plans for the streetscape to begin immediately following the utility lowering in 2024.

The Design-Build team of Burke, LLC., and Utility Dynamics are very familiar with the Village's standards and the locations of the previously buried dry utility infrastructure. Coordination between Burke, Utility Dynamics, and the private utility companies has successfully been ongoing, and all parties involved are set to begin the next phase.

Staff budgeted \$2,300,000 in the Street Improvement Funds for this portion of the project this fiscal year. The proposal is a not to exceed amount of \$1,841,782 and well within the budgeted amount for this project.

Therefore, staff recommends that the Committee of the Whole take the necessary steps to advance this matter to the Village Board for approval. Staff proposes moving forward with Burke, LLC., for the Downtown Dry Utility Relocation Project in the amount of \$1,841,782.



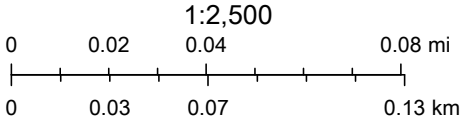
# Algonquin Map



10/5/2023, 12:12:38 PM

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

■ Dry Utility Relocation Limits







**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT  
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois  
2200 Harnish Dr  
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC  
9575 West Higgins Road  
Suite 600  
Rosemont, IL 60018-4920

PROJECT: Old Town Phase II DURP

CONTRACT DATE: \_\_\_\_\_

GUARANTEED MAXIMUM  
PRICE: \$1,841,782

SUBSTANTIAL COMPLETION DATE: 4/30/2024

## ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

## ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The plans prepared by Christopher B Burke Engineering, Ltd dated 9/4/2023.

.5 Village of Algonquin Standard Certifications  
a. Business Organization  
b. Certification of Eligibility  
c. Equal Employment Opportunity  
d. Illinois Prevailing Wage Act  
e. Contractor's Certification  
f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

### **ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES**

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.



3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.5 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.6 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.7 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure

will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.8 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.10 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of

utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.12 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.14 Selection of Labor. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment.

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.16 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such



subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.17 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.18 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.19 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.20 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient

quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

- 3.22 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

#### **ARTICLE 4 - SUBCONTRACTS**

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.

- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

.1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

.2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.

- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind

every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

## **ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES**

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

## **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
  - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
  - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
  - .4 any other information or services stated in the Contract Documents as being provided by the Owner.

- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission, or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

## **ARTICLE 7 - CONTRACT TIME**

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the October 27, 2023. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the mutually agreed upon by the parties at a later date and may be further adjusted in accordance with the provisions of this Contract.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, a delay in the Phase II Dry Utility work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather



conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.4 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.



**Old Town  
Phase II DURP  
Improvements  
Algonquin, Illinois**  
Exhibit A - Summary Schedule of Values



Item	Contract Value		
<b>Dry Utility Undergrounding Improvements</b>	<b>\$</b>	<b>1,377,708</b>	<b>75%</b>
ComEd Infrastructure	\$	649,950	
Electric Service Infrastructure	\$	399,420	
AT&T Infrastructure	\$	88,000	
Comcast Infrastructure	\$	81,840	
Construction Management	\$	97,537	
General Conditions (Insurance OH and Profit)	\$	60,961	
<b>Electrical Streetscape Improvements</b>	<b>\$</b>	<b>280,308</b>	<b>15%</b>
Future Lighting Infrastructure	\$	248,060	
Construction Management	\$	19,845	
General Conditions (Insurance OH and Profit)	\$	12,403	
<b>Civil Removals and Temporary Restoration</b>	<b>\$</b>	<b>168,766</b>	<b>9%</b>
Construction	\$	149,350	
Construction Management	\$	11,948	
General Conditions (Insurance OH and Profit)	\$	7,468	
<b>Project Coordination and Communication Plan</b>	<b>\$</b>	<b>15,000</b>	<b>1%</b>
Metrostrategies	\$	15,000	

<b>Contract Price \$</b>	<b>1,841,782</b>
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