

**COMMITTEE OF THE WHOLE**  
**AUGUST 8, 2023**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:30 P.M.**

Trustee Glogowski – Chairperson  
Trustee Dianis  
Trustee Smith  
Trustee Brehmer  
Trustee Auger  
Trustee Spella  
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 Public Event and Liquor Event License for the Algonquin Lions Beer & Wine Tasting at Village Vintner, September 9, 2023
  - B. Consider a Public Event and Liquor Event License for the Algonquin Rotary's Harvest Market
  - C. Consider a Special Event and Liquor Event License for St. Margaret Mary's Oktoberfest
  - D. Consider a Major PUD Amendment and Special Use Permit for Open Air Dining at 1621 S Randall Road
  - E. Consider a Special Use Permit for an Outdoor Storage at 3031 Broadsmore Drive, Building 1 of NorthPoint
- 4. General Administration**
  - A. Consider Amending Chapter 25, Escrow Fee Requirements and Appendix B
  - B. Consider the Following Fall Public Events:
    - Towne Park Farewell – Saturday September 16 located in Towne Park with movie to follow event
    - Algonquin Kite Festival – Sunday, October 1 located at Spella Park
    - Trick or Treat Trail – Saturday, October 21 located on Main Street (with street closure)
    - Miracle on Main – Saturday, December 2 located on Main Street (with street closure)
- 5. Public Works & Safety**
  - A. Consider an Agreement with B&B Holiday Decorating for the Rental, Installation and Removal of the 2023 Holiday Decoration along South Main Street
  - B. Consider an Agreement with Corrective Asphalt Materials for the 2023 Reclamite Project
  - C. Consider an Agreement with H. Linden & Sons Sewer & Water, Inc. for the PRV Replacement Program, Year 2
  - D. Consider a Special Use Access Permit Agreement with the McHenry County Conservation District
- 6. Executive Session** (if needed)
- 7. Other Business**
  - A. Comprehensive Plan Vision Activity
- 8. Adjournment**



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | 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>	August 8, 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>	Algonquin Lions Foundation – Wine and Beer Tasting Event at the Village Vintner, September 9, 2023

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### **ACTION REQUESTED:**

Deborah Adams, on behalf of the Algonquin Lions Foundation, is seeking approval for a Public Event/Entertainment License for a Wine & Beer Tasting Event at the Village Vintner Saturday, September 9, 2023. The event is planned to occur between 12:00 PM and 3:00 PM, with setup and takedown occurring the same day. 150-200 people are expected to attend and tickets to the event are \$25 and proceeds will go to Camp Lions of Illions for blind and deaf youth.

The event will also include a raffle and the applicant is working with Village Staff to ensure the proper paperwork is submitted.

The applicant is requesting a waiver of fees and has submitted the appropriate documentation to show that they are a Tax Exempt Organization.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval of the Public Event/Entertainment License and a waiver of permit fees, subject to the following conditions.

### **RECOMMENDATION:**

Approval is contingent upon the following:

- 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;
- The final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. A State Liquor License is required for any alcohol to be allowed outside of the Village Vintner's property;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The applicant shall supply the Village with the proper paperwork to hold a raffle;
- All employees with approved BASSET training shall be present when alcohol is being served on site;

**ATTACHMENTS:**

- Public Event License Application
- Site Layout
- Event Flyer



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: Algonquin Lions Foundation Wine & Beer Tasting Event

**Sponsoring Organization:**

Name: Algonquin Lions Foundation Contact Name: Deborah A. Adams

City, State, ZIP: Narpentersville, IL 60110

Email: [redacted]@gmail.com

**Event Coordinator:**

Name: Raffle MGR. CAROLEN WILLIFORD / COORDINATOR DEBORAH ADAMS

Home Address: \_\_\_\_\_

City, State, ZIP: ALGONQUIN IL 60102

Phone: [redacted] Email: [redacted].COM

**Event Information:**

Describe the Nature of the Event: Beer & Wine Tasting w/ raffles

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

expanded outside use

Event Address: 2380 Eplanade Dr., Algonquin

Date(s) and Time(s) of the Event: Sept. 9, 2023, 12pm - 3pm

Rain Date(s), if applicable: \_\_\_\_\_

Set-Up Date/Time: Day of

Maximum Number of Attendees/Participants Expected: 150-200

Admission Fee: Yes  No  If Yes, list fee(s) to be charged: \$25 pp

How will the revenue be used (include donations to non-profit or charitable organizations): Proceeds go to Camp Lions of Illinois for Blind & Deaf Youth

Event Website: T B A

**Event Details:**

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

~~N/A~~ USE OF TEMPORARY FENCING

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

N/A

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

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

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

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

Do you wish to serve alcoholic beverages? Yes  No

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

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

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): no

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

Name of on-site contact during the event (please print): Deborah A. Adams  
On-site contact's cell number: [REDACTED]  
On-site contact's work number: [REDACTED]  
On-site contact's home number: N/A

**Affidavit of Applicant:**

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

Deborah A. Adams  
Signature of Applicant

7-5-23  
Date

Deborah A. Adams  
Printed Name of Applicant

Lions Event Coordinator

**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.

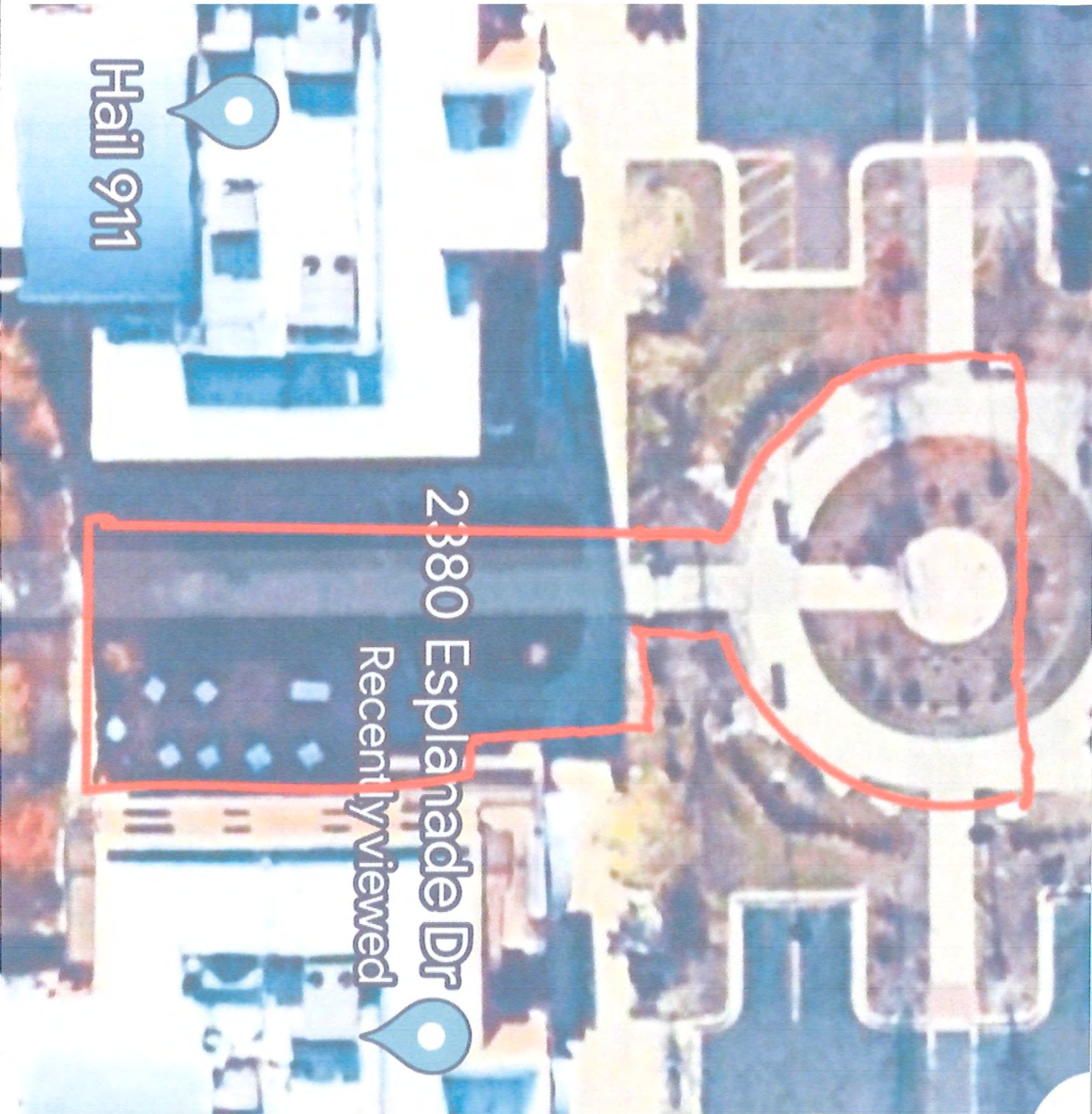
The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/  
Licensee: \_\_\_\_\_

Circle all  
that apply:     Applicant     Sponsor     Organizer     Promoter

By: JERROLD S. GLOGOWSKI  
[Print]  
[Signature] PRESIDENT  
OF ALCOHOLIC LIONS CLUB

Date: 7/6/23



2380 Esplanade Dr  
Recently viewed

Hail 911



# APPLICATION FOR "EVENT" LIQUOR PERMIT

TO: The Liquor Commissioner of the Village of Algonquin, Illinois

(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: Village Vintner
2. The address of the applicant is: 2380 Esplanade Dr.
3. The name and address of officer or agent for the applicant is: Steve Boyer  
2380 Esplanade Dr., Algonquin
4. A. The applicant is presently: (Complete all applicable parts)  
A-4A
  - (1) Class A-4A Licensee in the Village; License No. 2022/2023 A-4A 01
  - (2) Nonprofit organization, registered with the State of Illinois
  - (3) Other type of organization: Please specify \_\_\_\_\_  
(i.e., Fraternal, Educational, Civic, Political, Religious)
  - (4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization 3600-6734
- B. The description and location of premises or place of business which is to be operated under the proposed permit: outside Court yard at  
2380 Esplanade Dr.  
For Lioness Club Fundraiser Winetasting
- C. The date(s) and hours of operation requested under the proposed permit are:  
9/8/23 12:00 - 3:00

The number of days shall not exceed what is presently allowed by ordinance.

5. **BASSET Training Required:** Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is require for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person

shall be present at the point of liquor sales at all times for the duration of the event.  
Person holding the BASSETT Certificate: Janet Westberg

Photocopies of a valid certificate of completion of a BASSET program shall be included with the application.

6. The applicant hereby files Certificates of Insurance, certifying that the applicant has in force and effect insurance as follows:
- Liquor Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate and;
  - General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

The Insurance Certificates must name the Village of Algonquin as Additional Insured.

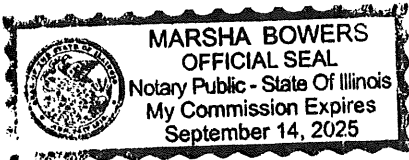
"Host Insurance" shall not satisfy the requester defined above.

7. The applicant herewith submits the appropriate permit fee, in the amount of: \$ 0, as set forth in the Liquor Control and Liquor Licensing Ordinance of the Village of Algonquin.

The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.

Applicant: Village Vintner  
Signed By: Steve Boyer  
Officer or Agent: Steve Boyer  
Daytime Phone: [REDACTED]  
Extension: \_\_\_\_\_

Subscribed and Sworn to before me this 14<sup>th</sup> day of July, 2023



Marsha Bowers  
(Notary Public)

My Commission expires September 14, 2025

SEAL





# 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>	August 8, 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>	Algonquin Rotary Club – Harvest Market, October 7, 2023

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### **ACTION REQUESTED:**

Jennifer Chada, on behalf of the Algonquin Rotary Club, is seeking approval for a Public Event/Entertainment License for the Algonquin Harvest Market on Saturday, October 7, 2023. The event is planned to occur between 10:00 AM and 3:00 PM with setup beginning at 7:30 AM and take down occurring immediately afterwards. This event will include the closure of Main Street (see attached map) and will include a wide variety of vendors that will bring in farm fresh produce and crafts. There will also be entertainment in the public plaza next to Old Village Hall and on Washington Street just west of Main Street, food, entertainment, giveaways, and a kid's corner. In addition, the event will be properly enclosed with fencing so that participants can purchase and carry around liquor.

The applicant is requesting a waiver of fees and has submitted the appropriate documentation to show that they are a Tax Exempt Organization.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval of the Public Event/Entertainment License and a waiver of permit fees, subject to the following conditions.

### **RECOMMENDATION:**

Approval is contingent upon the following:

- The Algonquin Rotary Club is responsible for establishing a takedown/exit strategy that does not involve the Police Department or Public Works;
- 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;
- A twenty-foot (20') emergency access lane down the center of Main Street and emergency access off the west end of Main Street and Route 31 shall be established at all times;
- The final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;

- In order for a business to serve liquor at this event, a liquor license shall be obtained through the Village and the State.

**ATTACHMENTS:**

- Public Event License Application
- Site Layout
- Event Flyer
- Businesses that expressed interest in selling liquor

7/5/23



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](mailto:permits@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** Algonquin Harvest Market

**Sponsoring Organization:**

Name: Algonquin Rotary Club Contact Name: Jennifer Chanda  
Address: PO Box 111  
City, State, ZIP: Algonquin, IL 60102  
Phone: Algonquin, IL 60601 Email: [REDACTED]

**Event Coordinator:**

Name: Jennifer Chanda  
Home Address: [REDACTED]  
City, State, ZIP: Crystal Lake, IL 60014  
Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: The Algonquin Harvest Market will include a wide variety of vendors including farm fresh produce and crafts.  
There will also be food, entertainment and give-a-ways. This is also a family friendly event with a kid's corner that includes activities, games and more!

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

We would like to add a second location for live entertainment on opposite end of street closure

Event Address: Main Street in Old Town Business District, Algonquin

Date(s) and Time(s) of the Event: October 7th, 2023 from 10am-3pm

Rain Date(s), if applicable: NA

Set-Up Date/Time: Oct 7, 2003 starting at 7:30am

Maximum Number of Attendees/Participants Expected: 1500

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): \_\_\_\_\_

Proceeds will go the the Algonquin Rotary Club's Charitable Fund.



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

We will provide portable toilets and hand washing station and take care of waste removal with the help of members and volunteers.

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): Jennifer Chanda

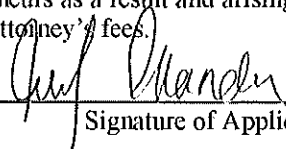
On-site contact's cell number:                     

On-site contact's work number:                     

On-site contact's home number:                     

**Affidavit of Applicant:**

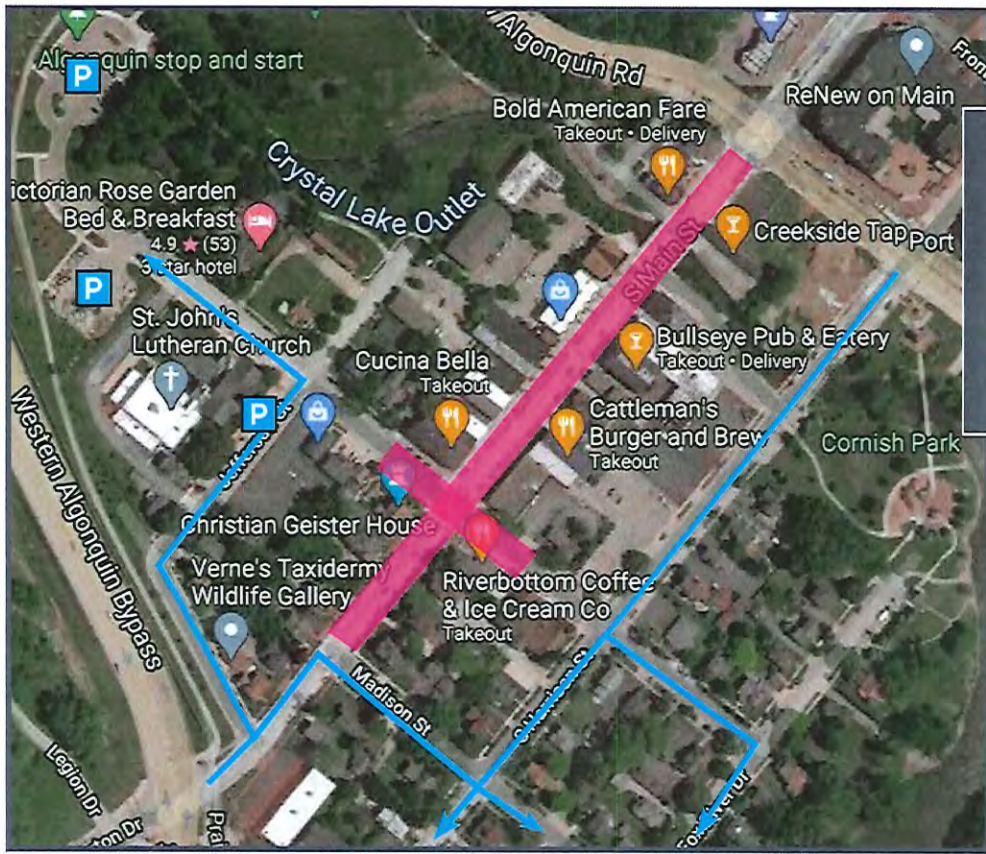
I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the forgoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied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

  
\_\_\_\_\_  
Signature of Applicant

04/26/2023  
\_\_\_\_\_  
Date

Jennifer Chanda  
\_\_\_\_\_  
Printed Name of Applicant





- Road Closure
- Participant Traffic
- Parking
- Construction Closure



LOCAL FOOD, FUN & CRAFTERS



**Community Event**



**Rotary Club of Algonquin**

LOCAL FOOD, FUN & CRAFTERS

**OCTOBER 7, 2023 from 10AM - 3PM**

Old Town Business District, Main Street, Algonquin, IL

**SET UP: 8:00am – 9:45am TEAR DOWN: 3:00pm – 4:30pm**

The Algonquin Harvest Market is a community event the club has put on every year since 2017 with the exception of 2020 due to COVID. The goal of the event is to provide the community and surrounding areas with a day to get fresh air, purchase local goods, listen to music, eat and drink, provide a family friendly event with activities for the kids, and most importantly, bring people downtown to help local businesses. The Algonquin Harvest Market is also one of the main fundraisers for the Algonquin Rotary Club, which all proceeds of the event go to our charitable fund (501C3) and are used to help local organizations, businesses and community projects

The Algonquin Harvest Market will include a wide variety of vendors including farm fresh produce and crafts. There will also be food, entertainment and give-a-ways. We are also working with the downtown businesses to include the opportunity for them to sell alcohol to attendees and walk the street in the gating area. This is also a family friendly event with a kid's corner that includes activities, games and more!

**IMPORTANT VENDOR/SPONSOR NOTES:**

1. Show is open to artisans, crafters, farmers and vendors. *(Service companies are encouraged to sign up as a Sponsor.)*
2. Food/Beverage Vendors are responsible for getting their own permit if applicable.
3. Booth must be kept open for entire show.
4. We reserve the right to refuse space for the sale of any merchandise that does not fit our needs.

**PORT-A-POTTIES & HAND WASHING STATIONS**

The Algonquin Rotary Club will be in charge of ordering handicap port-a-potties and hand washing stations to place on opposite sides of the closed street. The club will also be in charge of having someone sanitize the facilities every half hour to an hour during the event.

**PARKING AND TRAFFIC FLOW**

Parking will be available using community parking lots and street parking. The club is intending to speak with St. John's Lutheran Church for permission to use their lot for vendor and community parking on the day of the event. Please see proposed map for traffic and main parking.

**ENTERTAINMENT**

Entertainment is planned to be set up in the common area between Historic Village Hall and Bold American Fare. We are also planning on adding an additional location at the other end of the street closure. Sound equipment, such as an amp/ microphone and will be set up by one of the Rotary members. Music and entertainment will be mainly acoustic and vocals with the idea of bringing in local talent for a fun yet relaxing atmosphere.

**KIDS CORNER**

The Kids Corner will have crafts (working with Jacobs Interact Club), games such as large tic tac toe, basket toss, ect. and prizes. Other possibilities include balloon animals, face painting, temporary tattoos & slide.

## **Harvest Market 2023 – Businesses Interested in Alcohol Sales.**

Bold American Fare

Whiskey & Wine

Cucina Bella

Bella's Woodfire Pizza

Fern Hill Market

Riverbottom

Creekside Tap

Cattleman's

Bullseye

Garden on Main

Black Bear



# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	August 8, 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>	St Margaret Mary School's Oktoberfest – September 16 and 17

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### **ACTION REQUESTED:**

Dan Barton, on behalf of St. Margaret Mary School, is requesting approval of a Public Event/Entertainment License for the St. Margaret Mary Oktoberfest on Saturday and Sunday, September 16 & 17, 2023. This is a recurring event and includes a festival with live music, a social garden, food, and bounce houses. The festival will take place in the St. Margaret Mary parking lot and parking will occur in the church parking lot. There will be a \$5 suggested donation as the entry fee and the money will be used as a fundraiser for the school.

The applicant has applied for four (5) temporary banners located in front of St. Margaret Mary School, the north corner of Algonquin Rd and Lake Cook Rd, the southeast & southwest corners of Algonquin Rd and Randall Rd, and Randall Rd near the former Room Place.

The applicant is requesting a waiver of fees and has submitted the appropriate documentation to show that they are a Tax Exempt Organization. The applicant is also requesting that the west side of East Gate Drive be signed as "No Parking" between the school parking lot and the first house south of the school.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval of the Public Event/Entertainment License and a waiver of permit fees, subject to the following conditions.

### **RECOMMENDATION:**

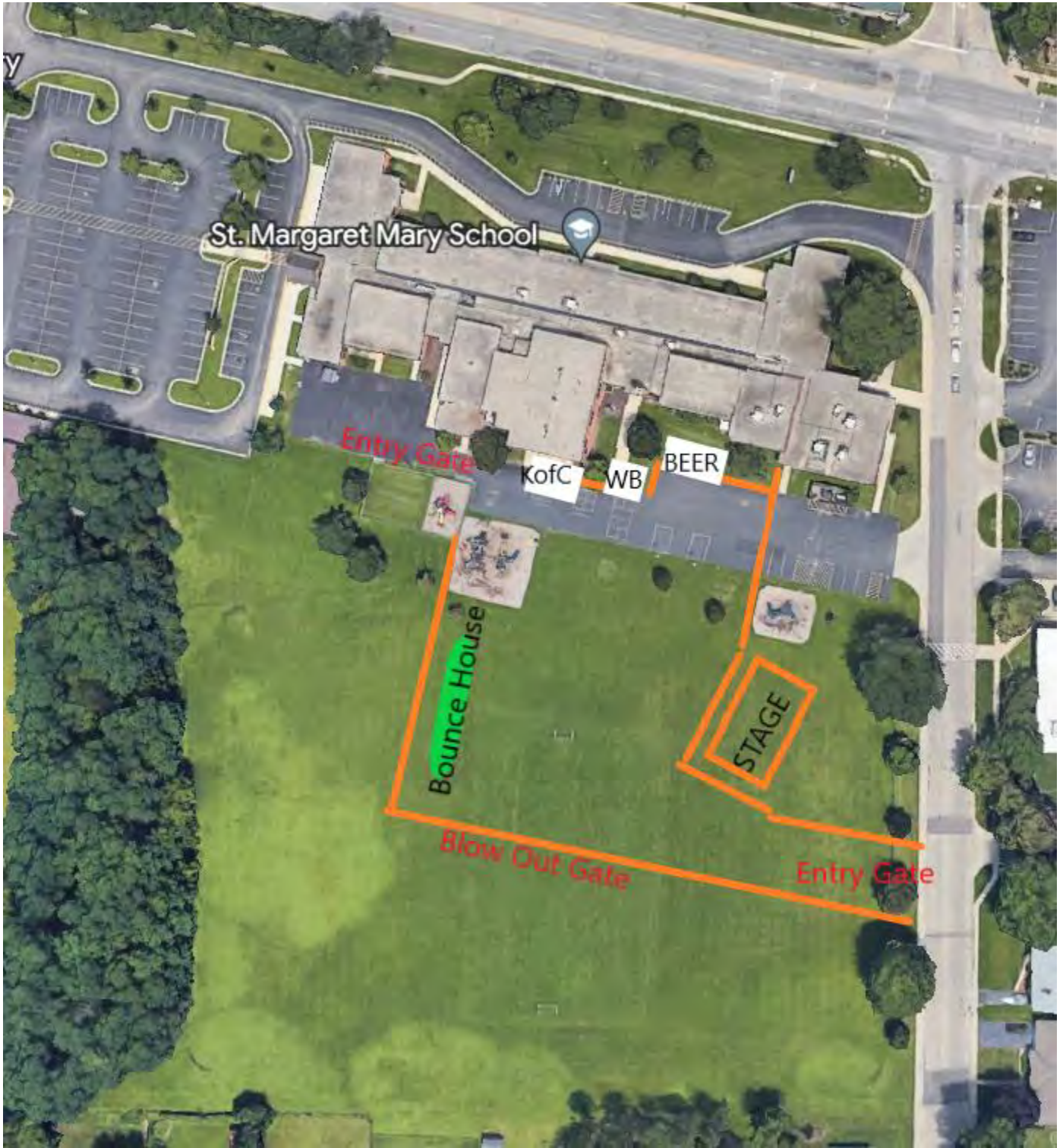
Approval is contingent upon the following:

- The applicant shall submit all liquor application materials to the Village before the August 15 Village Board Meeting and the Festival shall comply with all local and state liquor regulations;
- 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;
- The fencing has an emergency access point to get a fire engine into the rear of the parking lot;
- The final site and circulation plans are subject to review and approval by Community Development, Police, Fire, and Public Works. The applicant shall make a security plan for alcohol signage and share the plan with the Police;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;

- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;

**ATTACHMENTS:**

- Site Layout
- 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 Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or dlacalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** Algonquin's Oktoberfest Presented by St Margaret Mary School

**Sponsoring Organization:**

Name: St Margaret Mary School Contact Name: Brenna Ohearn  
Address: 119 S. Hubbard  
City, State, ZIP: Algonquin IL. 60102  
Phone: 847-658-5313 Email: bohearn@stmm.org

**Event Coordinator:**

Name: Dan Barton  
Home Address: [REDACTED]  
City, State, ZIP: Algonquin IL. 60102  
Phone: 847 [REDACTED] Email: [REDACTED]@comcast.net

**Event Information:**

Describe the Nature of the Event: A community event with live music, social garden, food vendors, and Bouncin All Around Bounce Houses

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

Event Address: 119 S. Hubbard

Date(s) and Time(s) of the Event: September 16th at 1 pm to September 17th at 6 pm

Rain Date(s), if applicable:

Set-Up Date/Time: September 15th 2pm

Maximum Number of Attendees/Participants Expected: 3000 people

Admission Fee: Yes  No  If Yes, list fee(s) to be charged: \$5 suggested donation

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

Fundraiser for the school

Event Website: https://stmm.school.org/oktoberfest/

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Will have orange fence and signs with no alcohol beyond this point with people at the entrances and exits.

Dan Barton [REDACTED]

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

Parking will be in the school parking lot with overflow to the church. Requesting that the west side of east gate from the school lot to the first house on East Gate have no parking.

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?

We have been in contact with Chief Walker and will request two officers on special detail from 6 pm to 11 pm on September 16th. The Officer will be there to keep a presence of the Algonquin PD on site.

Do you want a fire truck or ambulance present? Yes \_\_\_\_\_ No  If Yes, for what hours and to perform what function? \_\_\_\_\_  
We have been in contact with Deputy Chief Knebl and he is currently looking into if their presence is needed on site.

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: \_\_\_\_\_

Please refer to sign permit application that has been submitted

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:* \_\_\_\_\_

September 16th Modern Day Romeos 8:30pm to 10:30pm, Vinyl Gold Mine 6:00pm to 7:30pm, Focal Point 3:00pm to 4:30pm, Happy Wanderers 1:00pm to 2:30pm

September 17th Bears vs. Bucs 12:00 pm to 3:05 pm, Felix Fingers Dueling Pianos 3:30 to 5:30 pm



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.): \_\_\_\_\_

Portable toilets provided by Crown Restrooms. Electric provided by Sunbelt rentals

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): Dan Barton  
On-site contact's cell number:                     2  
On-site contact's work number: same  
On-site contact's home number: same

**Affidavit of Applicant:**

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

Dan Barton

Signature of Applicant

7/16/2023

Date

Dan Barton

Printed Name of Applicant



# 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>	August 8, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP, CEcD Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Approval of a Major PUD Amendment and Special Use Permit for Open Air Dining at 1621 South Randall Road

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### **ACTION REQUESTED:**

John McLinden, the “Petitioner” and future tenant of 1621 South Randall Road, the “Subject Property”, plans to open Pickle Haus Algonquin in the commercial building formally occupied by Dania Furniture. The interior improvements include the construction of pickleball courts and a restaurant. However, an external improvement to construct an outdoor patio adjacent to the main entrance requires a Major Amendment to the approved Planned Development and the issuance of a Special Use Permit for Open-Air Dining.

The 1,900-square-foot outdoor patio will include tables, chairs, firepits, a backyard game area on turf grass, and outdoor televisions. The patio will also be surrounded by a metal fence so that the sale and consumption of alcohol will comply with local and state regulations. Future outdoor events may also occur in the outdoor patio which will be approved as a Special Event Permit or a Public Event License, whichever is most appropriate. The noise levels on the patio will be regulated by the Village’s noise ordinance.

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

The Planning and Zoning Commission reviewed the request for the Major Planned Development Amendment and the Special Use Permit at the July 10, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval with a vote of 6-0, subject to staff’s recommended conditions. No public input was received for this case.

**RECOMMENDATION:**

Staff recommends approval of a Major Amendment to Ordinance 2006-O-19 (An Ordinance Approving the Final Planned Development for a 40,000 Square Foot Furniture Store on Lot 8 of the Algonquin Galleria (Dania)) and to issue a Special Use Permit to allow Open Air Dining at 1621 South Randall Road, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-15, subject to the following conditions, attachments, and final staff approval of all plans:

- a. The Site Plan titled, “Pickleball Facility at 1621 South Randall Road, Sheets A101, A102, and A225”, as prepared by Hirshch|MPG, with the latest revision date of May 19, 2023;
- b. The fencing surrounding the patio shall be a black aluminum fence and be at least thirty-six inches (36”) tall and include an emergency egress gate;
- c. String lights shall be permitted over the patio area.

**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2023-15
- Exhibit B. July 10, 2023, Planning & Zoning Commission Minutes
- Exhibit C. Legal Description
- Exhibit D. Plat of Survey
- Exhibit E. Site Plan for the Outdoor Patio Area
- Exhibit F. Ordinance 2006-O-19 (An Ordinance Approving the Final Planned Development for a 40,000 Square Foot Furniture Store on Lot 8 of the Algonquin Galleria (Dania))



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

Jason C. Shallcross, AICP  
Director of Community Development

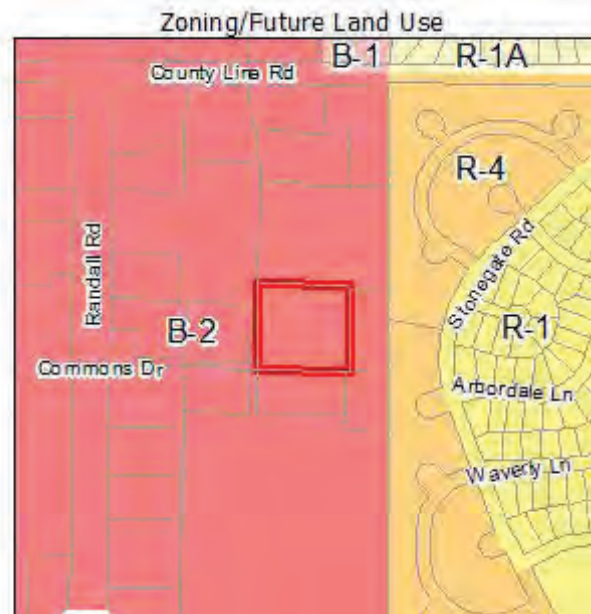
Patrick M. Knapp, AICP  
Senior Planner

<b>CASE NUMBER:</b>	PZ-2023-15
<b>MEMO DATE:</b>	July 5, 2023
<b>PUBLIC HEARING DATE:</b>	July 10, 2023
<b>PROPERTY ADDRESS/LOCATION:</b>	1621 South Randall Road, Algonquin Galleria
<b>APPLICANT/PROPERTY OWNER:</b>	John McLinden, Pickle Haus Algonquin LLC / HSG Algonquin LLC

**Summary of Request**

John McLinden, the “Petitioner” and future tenant of 1621 South Randall Road, the “Subject Property”, plans to open Pickle Haus Algonquin in the commercial building formally occupied by Dania Furniture. In addition to interior improvements, the development includes the construction of an Open-Air Dining area adjacent to the main entrance on the northwest corner of the building. To receive approval, the Petitioner applied for a Major Amendment to Ordinance 2006-O-18 and approval of a Special Use for Open Air Dining.

Staff supports the Petitioner’s request as the proposal meets the findings and satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
B-2   General Retail Incorporated	Commercial	North: B-2   Bowling Alley East: B-2   Water Detention South: B-2   Water Detention West: B-2   Restaurant	3.42 ac

**Staff Recommendation Summary**

Approve

Deny

**Approve with Conditions**

## Discussion of Staff Recommendation

### Background of 1621 South Randall Road

The Subject Property was approved to permit the construction of a forty-thousand (40,000) square foot furniture store in 2006 through Ordinance 2006-O-19 (*An Ordinance Approving the Final Planned Development for a 40,000 Square Foot Furniture Store on Lot 8 of the Algonquin Galleria (Dania)*). In 2019, a Special Use for 24-Hour Fitness was approved on the Subject Property, but the developer never completed the project.

### The Request

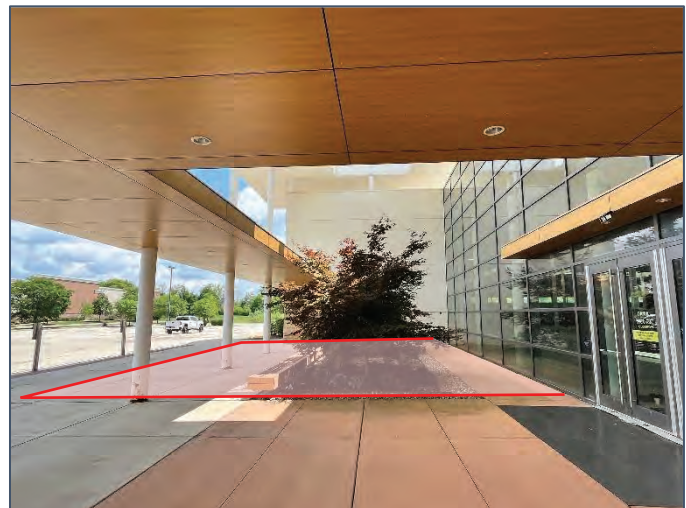
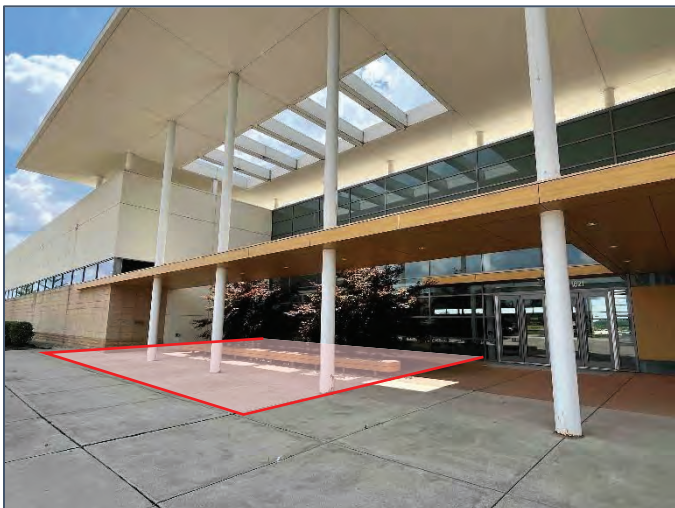
#### Amendment to the Planned Development

The Petitioner is amending the existing Planned Development Ordinance 2006-O-19 through the modification of the approved site plan and the addition of a Special Use for Open-Air Dining.

#### Special Use for Open-Air Dining

The Petitioner will be constructing a nineteen hundred (1,900) square foot outdoor patio immediately adjacent to the public entrance at the northwest corner of the building. The patio surface will be constructed with brushed concrete and a turf area will be included in the middle of the patio to allow for backyard games (i.e. bags/cornhole). The concrete portion of the patio will include tables, chairs, fire pits, and televisions and the capacity of the patio will be subject to local and state code. To allow for the sale and consumption of alcohol on the patio, the patio will be entirely enclosed by the walls of the existing building and by metal fencing with planter boxes. The patio will be accessible from the inside of Pickle Haus and emergency egress from the patio will be provided through a self-latching swing gate.

For outdoor lighting, the Petitioner will utilize string lights in the outdoor area for both lighting and decoration. The hours of the seating area are to be determined by the Petitioner and restaurant operation. The hours and decibel level of the patio will be conditioned to comply with local and state codes.



Figures 1 & 2: Approximate Location of Patio

### 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 patio is removed 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, this Special Use Permit shall be terminated.

### Standards & Findings

The Planning and Zoning Commission shall review the Standards & Findings of Fact (Section 21.11.E & 21.12.E.3 of the Algonquin Zoning Ordinance) and 1) accept them without changes, 2) accept 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 Major Amendment to Ordinance 2006-O-19 (*An Ordinance Approving the Final Planned Development for a 40,000 Square Foot Furniture Store on Lot 8 of the Algonquin Galleria (Dania)*) and to issue a Special Use Permit to allow Open Air Dining at 1621 South Randall 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 approval of a Major Amendment to Ordinance 2006-O-19 and to issue a Special Use Permit to allow Open Air Dining, as outlined in the staff report for case PZ-2023-15, subject to the following conditions and final staff approval:
  - a. The Site Plan titled, "Pickleball Facility at 1621 South Randall Road, Sheets A101, A102, and A225", as prepared by Hirshch|MPG, with the latest revision date of May 19, 2023;
  - b. The fencing surrounding the patio shall be a black aluminum fence and be at least thirty-six inches (36") tall and include an emergency egress gate;
  - c. String lights shall be permitted over the patio area;
  - d. The noise level shall not exceed the permitted decibel level of the Village Code."

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 Planned Development and Special Use
- Exhibit B. Plat of Survey
- Exhibit C. Site Plan titled, "Pickleball Facility at 1621 South Randall Road, Sheets A101, A102, and A225"
- Exhibit D. Ordinance 2006-O-19 (*An Ordinance Approving the Final Planned Development for a 40,000 Square Foot Furniture Store on Lot 8 of the Algonquin Galleria (Dania)*)

**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: The proposed amendment to the Planned Development to permit the construction of a patio for open-air dining conforms to the bulk requirements and permitted uses in the B-2 Zoning District. The proposed area for outdoor dining is more the 500' from the residential properties to the east and 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.

**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 contributes to the guest experience and increases the character of the business and thus the general welfare of the entire Algonquin Galleria. The proposed area for outdoor dining will be screened from the existing residential located to the east by the existing walls of the building 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. The outdoor dining area will 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

JULY 10, 2023

### Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:01 pm.

Senior Planner Patrick Knapp called the roll to check attendance.

Six commissioners were present and could hear and be heard:

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

Members absent: Commissioner Kennealy

Staff Present: Senior Planner Patrick Knapp and Attorney Kevin Chrzanowski

### Public Comment

Chair Patrician asked for public comments. No one from the public commented.

### Approval of Minutes

Chair Patrician asked for approval of the June 12, 2023, Planning and Zoning Commission minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

### Case Number PZ-2023-12 – Consideration of a Request to Approve a Zoning Map Amendment from B-1 to O-T at 115 South Washington Street

Senior Planner Patrick Knapp informed the Planning & Zoning Commission that due to changes in the Petitioner's request the use of the property is now allowed in B-1 and a Zoning Map Amendment is not required. Therefore the Petitioner withdrew their case.

**Case Number PZ-2023-15 – Consideration of a Request to approve a Major Amendment to Ordinance 2006-O-19 Which Approved a Final Planned Development for a 40,000 Square Foot Building on Lot 8 of the Algonquin Galleria, and to Issue a Special Use Permit to Allow Open Air Dining at Pickle Haus Algonquin**

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

Graham Palmer, a representative of Pickle Haus Algonquin, the Petitioner, gave a brief presentation and requested that the Planning & Zoning Commission recommend approval of the Special Use for an Outdoor Patio.

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 Planned Development Amendment and Special Use, subject to the conditions in the Staff Report.

Commissioner Szpekowski stated that she feels the location of the outdoor patio is great. The Commissioner asked if the parking lot will be repaired. The Petitioner stated that the parking lot would be milled and resurfaced as necessary.

Commissioner Rasek asked if there would be any events like open mic nights or guitar playing. The Petitioner stated that events are likely to occur on the outdoor patio. Staff added that Pickle Haus would need to apply for any Special Use or Public Event Licenses as necessary. The Commissioner then asked if the residents of Willoughby Farms received notice. Staff stated that the public notice requirement only requires that adjacent lot owners be notified and that no homes are adjacent to the Subject Property.

Commissioner Laipert asked if this business would be for members only. The Petitioner stated that it would be open to the public.

Commissioner Sturznicke asked if there would be any outside pickleball courts. The Petitioner stated that there would be none at this time. The Commissioner then asked if there would be any indoor events like tournaments. The Petitioner stated that there would be events like tournaments and corporate events.

Commissioner Laipert asked if the fire pits would be wood burning or gas burning. The Petitioner stated that they would be gas burning.

Chair Patrician asked how many pickleball courts there would be inside. The Petitioner stated that there would be twelve pickleball courts. The Chair then asked if there were concerns about parking and the Petitioner and Staff both stated that there are no concerns about parking. The Chair then said that he has concerns that there are no bollards in front of the handicapped parking spaces and that someone could easily drive into the outdoor patio or through the front doors. The Chair stated that he did not want to make bollards a condition

of approval, but that he suggest they seriously consider adding bollards. The Petitioner stated that they had not thought about this and that they would consider bollards.

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

There was no one in the audience to come forward.

Chair Patrician closed the Public Comment portion of the Public Hearing

Chair Patrician asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Sturznickel to adopt Staff's Findings of Fact as the findings of the Planning & Zoning Commission and to recommend approval of a Major Amendment to Ordinance 2006-O-19 and issuance of a Special Use Permit to allow Open Air Dining, subject to the conditions in the staff report for case PZ-2023-15, dated July 5, 2023. The motion was carried with a 6-0 vote.

### **New/Old Business**

No new or old business was discussed.

### **Community Development Report**

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

### **Adjournment**

Chair Patrician asked for a motion to adjourn. A motion from Commissioner Szpekowski and seconded by Commissioner Laipert was made. The motion carried on a 6-0 vote. The meeting was adjourned at 7:35 P.M.

Minutes signed by:

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Patrick Knapp, Senior Planner

LEGAL DESCRIPTION  
1621 South Randall Road, Algonquin, IL

LOT 8 IN ALGONQUIN GALLERIA - PHASE I RESUBDIVISION NO. 1, RECORDED NOVEMBER 28, 2006 AS DOCUMENT 2006K129153, A RESUBDIVISION OF ALGONQUIN GALLERIA - PHASE 1 RECORDED AUGUST 2, 2006 AS DOCUMENT NUMBER 2006K083906, BEING THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42, NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS

ADDRESS: 1621 South Randall Road, Algonquin, IL, 60102

PIN: 03-05-101-026-0000







**Hirsch|MPG**  
ARCHITECTURE + PLANNING

225 W Hubbard Street, 5th Floor  
Chicago, Illinois 60654-4916  
T 312.838.0011 W www.hirschmpg.com  
F 312.838.0599 E info@hirschmpg.com

**OWNER:**  
HSC Algonquin LLC  
225 W Hubbard St, Suite 400  
Chicago, IL 60654

**ARCHITECT:**  
Hirsch|MPG, LLC  
225 W Hubbard St, Suite 500  
Chicago, IL 60654

**MEP/FP ENGINEER:**  
The Engineering Studio, Inc.  
701 La Grange St, Suite 510  
Oak Park, IL 60454

**CIVIL ENGINEER:**  
Mansuet Consulting  
One Chestnut Street, Suite 200  
Lincolnshire, IL 60069

**STRUCTURAL ENGINEER:**  
C.E. ANDERSON & ASSOCIATES  
115 W RANDALL STREET, SUITE 410  
CHICAGO, IL 60606

NO.	DATE	DESCRIPTION
1	05.19.2023	ISSUE FOR PERMIT

**CERTIFICATION:**

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLAN AND SPECIFICATIONS AND I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN ACCORDANCE WITH GOVERNING CODES AND ORDINANCES.

SIGNATURE:



LICENSE NO:  
001-012482

EXPIRATION DATE:  
11-30-2024

DRAWN BY:  
KK

CHECKED BY:  
MN

SCALE:  
AS NOTED

PROJECT NO:  
23005

SHEET TITLE:

SITE PLAN

PROJECT TITLE:  
PICKLEBALL FACILITY  
AT  
1821 SOUTH RANDALL ROAD

PROJECT LOCATION:  
ALGONQUIN, ILLINOIS 60102

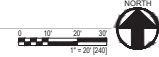
DRAWING NO.  
A102

- SITE PLAN NOTES:**
1. NEW CONCRETE SIDEWALK BETWEEN EXISTING SIDEWALK TO NEW EXTERIOR DOOR
  2. NEW GREASE INTERCEPTOR (SEE CIVIL DWGS FOR ADDITIONAL INFORMATION)
  3. NEW WATER SERVICE CONNECTION (SEE CIVIL DWGS FOR ADDITIONAL INFORMATION)

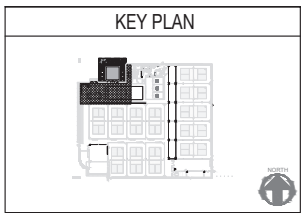
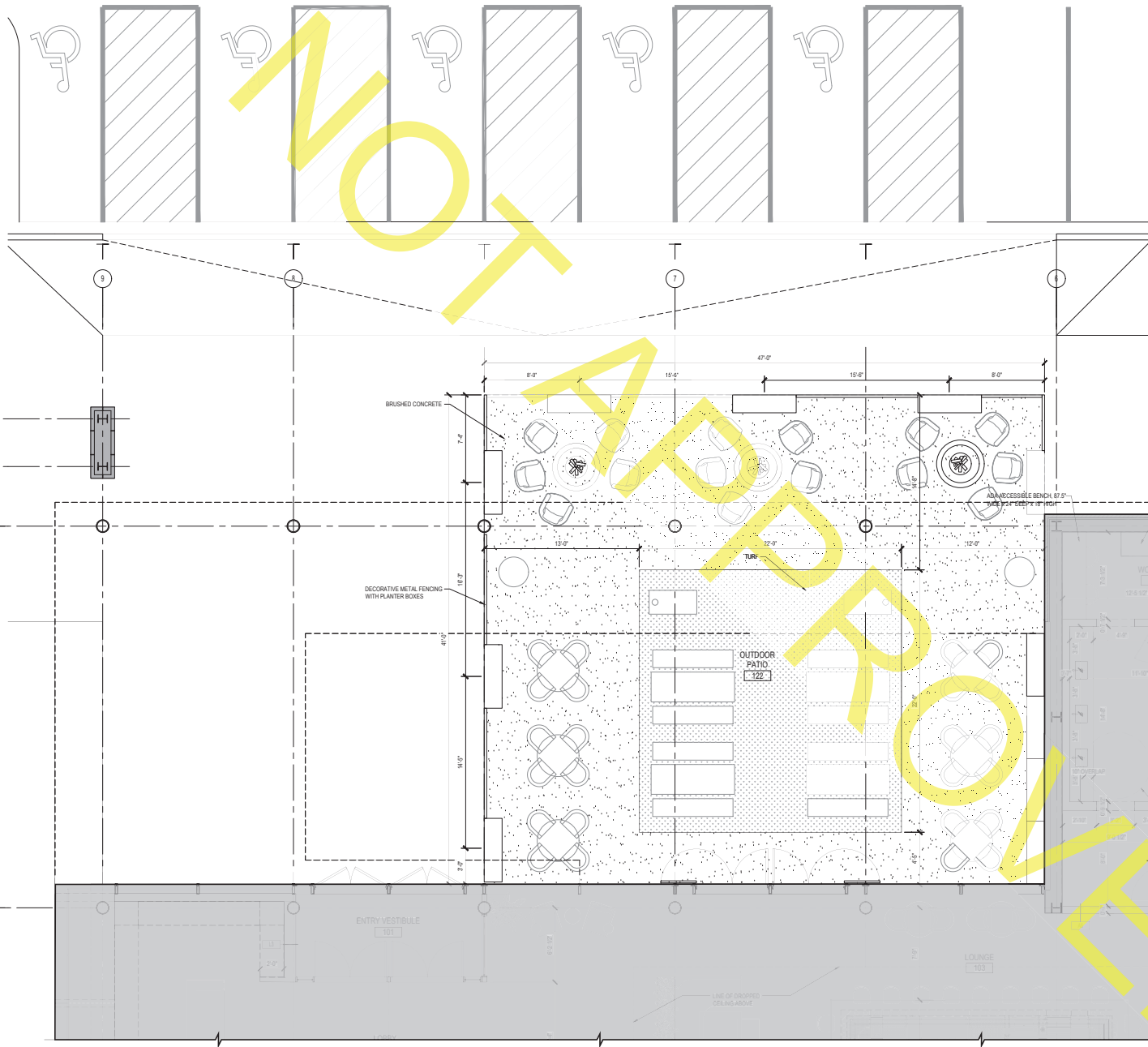
TOTAL PARKING  
200 SPACES

SEE SHEET A225 FOR ENLARGED PLAN.

1 SITE PLAN  
Scale: 1" = 20'-0"



10/23/2023 10:00:00 AM C:\Users\mn\AppData\Local\Temp\10232023100000\10232023100000.dwg



- GENERAL SHEET NOTES:**
1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO BID/PROPOSAL AND NOTIFY ARCHITECT OF ANY DEVIATION BEFORE PROCEEDING WITH NEW SCOPE OF WORK.
  2. DIMENSIONS TO AND ASSOCIATED WITH ANY EXISTING CONDITIONS ARE BASED ON A GENERALIZED UNDERSTANDING OF OBSERVABLE INFORMATION. ALL EXISTING BUILDING INFORMATION MUST BE VERIFIED IN FIELD.
  3. PROVIDE STRICT CONTROL OF JOB CLEANING AND PREVENT DUST AND DEBRIS EXAMINATING FROM DEMOLITION/ CONSTRUCTION AREA. KEEP AREA CLEAN.
  4. IF ANY QUESTIONS ARISE AS TO THE NEW INSTALLATION OF ANY MATERIAL, CLARIFY THE POINT IN QUESTION WITH THE ARCHITECT BEFORE PROCEEDING.

- FLOOR PLAN LEGEND:**
- EXISTING WALL TO REMAIN
  - NEW GYP. WALL

- FLOOR PLAN NOTES:**
1. REFER TO PARTITION SCHEDULE ON SHEET A801 FOR NEW PARTITION INFORMATION, TYP.
  2. REFER TO DOOR SCHEDULE ON SHEET A801 FOR NEW DOOR INFORMATION.
  3. REFER TO ROOM FINISH SCHEDULE ON SHEET A801 FOR NEW FLOOR, WALL AND CEILING FINISH INFORMATION.
  4. REFER TO WINDOW SCHEDULE ON SHEET A801 FOR NEW INTERIOR / EXTERIOR WINDOW INFORMATION.
  5. PRIOR TO INTERIOR BUILD-OUT WORK, CONTRACTOR TO INSTALL NEW GYPSUM BOARD AT INTERIOR SIDE OF EXISTING EXTERIOR WALL, UP TO EXISTING ROOF CONSTRUCTION, TYP., U.N.O.
  6. PRIOR TO EXTERIOR WALL NEW GYPSUM BOARD INSTALLATION, G.C. TO VERIFY EXISTING EXTERIOR WALL THERMAL BATT INSULATION CONDITION, AND INSTALL NEW INSULATION WHERE IT IS MISSING.
  7. ALL EXISTING STEEL STRUCTURE TO BE EXPOSED, INCLUDING COLUMN, BEAM, AND BOTTOM SIDE OF ROOF DECK, TO BE PAINTED, COLOR T.B.D.
  8. EXISTING CONCRETE SLAB TO BE GRINDED AND LEVELLED FOR NEW FLOOR FINISH INSTALLATION. PROVIDE CONCRETE PATCHES WHERE IT IS REQUIRED.
  9. REFER TO ENLARGED FLOOR PLANS ON SHEET A261 TO A264 FOR ADDITIONAL PLAN INFORMATION.

1 ENLARGED PATIO FLOOR PLAN  
Scale: 1/4" = 1'-0"



**Hirsch|MPG**  
ARCHITECTURE + PLANNING  
225 W Hubbard Street, 5th Floor  
Chicago, Illinois 60654-4916  
T 312.836.0011 W www.hirschmpg.com  
F 312.836.0599 E info@hirschmpg.com

**OWNER:**  
HSCA America LLC  
225 W Hubbard St., Suite 400  
Chicago, IL 60654

**ARCHITECT:**  
Hirsch|MPG, LLC  
225 W Hubbard St., Suite 500  
Chicago, IL 60654

**MEP/FP ENGINEER:**  
The Engineering Center, Inc.  
711 Lake St., Suite 200  
Oak Park, IL 60310

**CIVIL ENGINEER:**  
Merkel Consulting  
One Chestnut Street, Suite 200  
Lombard, IL 60108

**STRUCTURAL ENGINEER:**  
C.E. Anderson & Associates  
225 W Hubbard Street, Suite 410  
Chicago, IL 60654

1	05.19.2023	ISSUE FOR PERMIT
NO.	DATE	DESCRIPTION

**CERTIFICATION:**  
I HAVE PREPARED OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN ACCORDANCE WITH CODES AND ORDINANCES.

SIGNATURE:

LICENSE NO:  
001-012452

EXPIRATION DATE:  
11-30-2024

DRAWN BY:  
KK

CHECKED BY:  
MT

SCALE:  
AS NOTED

PROJECT NO:  
23005

SHEET TITLE:  
ENLARGED PATIO FLOOR PLAN

PROJECT TITLE:  
PICKLEBALL FACILITY  
AT  
1821 SOUTH RANDALL ROAD

PROJECT LOCATION:  
ALGONQUIN, ILLINOIS 60102

DRAWING NO.  
A225



## ORDINANCE NO. 2006 - O - 18

### **An Ordinance Approving the Final Planned Development for A 40,000 Square Foot Furniture Store on Lot 8 of the Algonquin Galleria (Dania)**

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: That the final planned development for a 40,000 square foot furniture store on lot 8 of the Galleria Shopping Center, which consists of the following documents and conditions, is hereby approved:

- A. The 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;
- B. The 40,000 square foot building shall be constructed of Caramel smooth finish limestone, Beachcomber stucco, and Ayou's Natural color wood panels. The entrance shall be set back in the building and include a large landscaped entry plaza. The display windows in the front of the building shall include a wooden framing system. The building shall have two different roof heights and windows on all elevations, as prepared by Roth Sheppard Architects, dated March 10, 2006. All plans shall be revised to incorporate comments in the staff reports. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping. All exterior building lighting shall be reviewed and approved by the Community Development Department and the Village Board reserves the right to make additional modifications to the site lighting if, upon an inspection of the lights after installation, it is determined that the lighting is too intense;
- C. The Landscape Plan as prepared by Roth Sheppard Architects dated March 10, 2006, shall be revised to incorporate the comments from the March 31, 2006 Public Works memorandum. The landscape plan shall be revised to match the landscape plan approved as part of the preliminary PUD for the Galleria for the areas within the parking lot, which the developer shall install. Dania shall be responsible for their foundation landscape plantings only. The south side of the lot shall include additional landscaping to screen the wall of the building. The amended landscaping plan shall be reviewed and approved by the Community Development Department prior to the issuance of a site development permit;
- D. The Engineering Plans as prepared by Jacob and Hefner Associates, P.C. dated March 7, 2006, shall be revised to incorporate the comments from the March 31, 2006 Public Works memorandum and the April 4, 2006 memorandum from Scheflow Engineers;

- E. The Sign Plan, as prepared by Roth Sheppard Architects dated March 10, 2006, shall include two wall signs, one on the north elevation and one on the west elevation with internally lit channel letters with a dark gray finish. All signs shall meet the Algonquin Galleria Signage Criteria dated January 10, 2005;
- F. A Private Property Traffic Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of a Certificate of Occupancy for the subject property.

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.

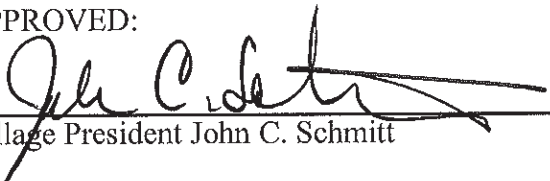
Aye: Trustees: Jim Steigert, Barb Read, John Spella, Bob Smith, Jerry Glogowski,  
Brian Dianis

Nay: None

Absent: None

Abstain: None

APPROVED:

  
 Village President John C. Schmitt

(SEAL)

ATTEST:   
 Village Clerk Gerald S. Kautz

Passed: May 2, 2006

Approved: May 2, 2006

Published: May 3, 2006

Prepared by: Village Staff  
 Reviewed by: H. David Rogers, 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>	June 13, 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 Special Use Permit for Outdoor Storage at 3031 Broadmore Drive, Building 1 of NorthPoint

---

### **ACTION REQUESTED:**

Nathaniel Hagedorn of NP BGO Algonquin Corporate Center LLC, the “Petitioner” is requesting Special Use approval for the outside storage of materials at the south end of Building 1, 3031 Broadmore Drive, at the NorthPoint Algonquin Corporate Campus. The materials that will be stored in the outdoor enclosure include A-frame pallets that will be picked up and dropped off during off-business hours, requiring external access.

The outdoor enclosure will be approximately 2,925 square feet and will be surrounded by an eight-foot (8’) privacy concrete decorative fence that will have a “Brown” or “Dark Brown” stone pattern, whichever most closely matches the primary structure.

### **BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request for the Special Use Permit at the May 8, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval with a vote of 4-2, subject to staff’s recommended conditions. No public input was received for this case.

### **RECOMMENDATION:**

Staff recommends approval of the Special Use Permit for outdoor storage at 3031 Broadmore Drive, Building 1 of the NorthPoint Algonquin Corporate Campus, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-11, subject to the following conditions, attachments, and final staff approval of all plans:

- a. The Outside Storage Site Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023;

- b. The enclosure fence and gates shall be eight feet (8') tall and be constructed with Brown or Dark Brown Allegheny molded fence, whichever color most closely matches the color of the adjacent wall;
- c. The Special Use Permit shall expire after six (6) consecutive months of abandonment or if there is a change in the type of materials stored;
- d. Stored materials shall not be stacked above the height of the enclosure fence and no materials shall be stored outside of the enclosure;
- e. The gates of the enclosure fence shall be kept closed at all times except for pick-ups and deliveries;
- f. All activities involving the manufacturing, fabricating, assembly, disassembly, repairing, cleaning, servicing, and testing of materials, products, vehicles, and goods shall not be allowed in the enclosed area;
- g. The outdoor storage of any pallets shall comply with Sections 315.7-315.7.7 of the International Fire Code.

**ATTACHMENTS:**

- Exhibit A. Outside Storage Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023
- Exhibit B. Alleghany Fence Product Specifications
- Exhibit C. Planning & Zoning Staff Report for Case No. PZ-2023-11
- Exhibit D. May 8, 2023, Planning & Zoning Commission Minutes

**CONSTRUCTION NOTES:**

1. PROVIDE RECESSED FLOOR BOX AS SHOWN ON PLAN W/ NECESSARY CONDUIT FOR POWER ROUTED TO PANEL BOARD AND NECESSARY CONDUITS FOR DATA/VOICE ROUTED TO LAN ROOM. VERIFY FINAL LOCATION WITH OWNER PRIOR TO INSTALLATION. NOTE: SHELL DOORS ARE NOT SCHEDULED. COORDINATE ALL SECURITY REQUIREMENTS WITH EXISTING CONDITIONS.
2. FURNISH AND INSTALL 1" ALUMINUM MINI BLINDS W/ MANUAL W/ND TILT OPERATION. UNITS SHALL BE ONE-PIECE FACE MOUNTED EXTENDING FULL LENGTH FROM WINDOW HEAD TO SILL.
3. FURNISH AND INSTALL GYPSUM BOARD WINDOW HEAD & JAMBS PER DETAIL 8-610.03.
4. FURNISH AND INSTALL 4" RUBBER BASE AND PAINT ON WAREHOUSE SIDE OF GYP. BD. WALL.
5. FURNISH AND INSTALL 4" 2X8X8 OR HIGH FRP PANELS WITH TRM BEHIND MOP BASIN.
6. INSTALL 1/2" A.C. GRADE FIRE RESISTIVE PLYWOOD BACK BOARD OVER GYP. BD. WALL FROM 3/4" TO 2" IN 4" P.F. FOR THE FULL WIDTH OF WALL. SPACE SHALL FACE OUT & PLYWOOD TO BE PAINTED TO MATCH ADJACENT WALL WITH FIRE LABEL MARKED AND LEFT UNPAINTED. INSTALL COPPER GROUND WIRE AS REQUIRED.
7. PROVIDE POWER SUPPLY & WOOD BACKING FOR OWNER FURNISHED AND INSTALLED FLAT SCREEN T.V. (S) PER ELECT. DWGS. CONFIRM FINAL LOCATION AND HEIGHT OF POWER WITH TENANT.
8. EXTERIOR STORAGE CAGE - FURNISH AND INSTALL VINYL COATED IF TALL GALVANIZED CHAIN LINK GAGE & (2) PAIRS OF 102# BRIND GATES. INCLUDE 2" X 4" 8" RINGS CHAIN LINK GATE WITH SECURITY BAR. REF FT-AB-01.
9. FURNISH AND INSTALL FIVE BOLLARD PER DETAIL 734-02.
10. HATCH REPRESENTS EXTENTS OF ASPHALT FLOOR STRIPING. REF CIVIL FOR STANDARDS. 4" YELLOW DIAGONAL AT 45 DEGREE SPACED AT 2' O.C. W/ 4" YELLOW BORDER.
11. CONVERT MECHANICAL LEVELER TO HYDRAULIC KIT.

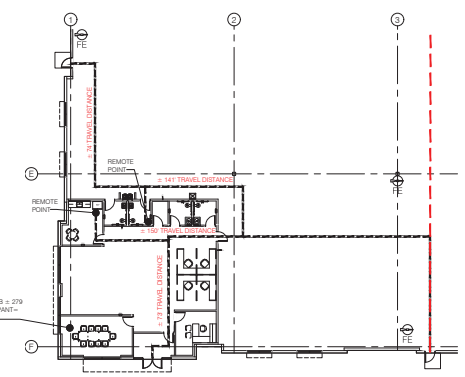
**GENERAL NOTES**

1. PROVIDE FIRE DEPARTMENT SIGNAGE AT ALL OVERHEAD DRIVE AND PEDESTRIAN DOORS AS REQUIRED BY THE LOCAL JURISDICTION. NUMBER, SEQUENCING, SIZE, COLOR AND LOCATION SHALL BE COORDINATED WITH THE PROPERTY MANAGER AND LOCAL JURISDICTION TO ENSURE COMPLIANCE WITH THE PARK STANDARDS.
2. REFERENCE ELECTRICAL DRAWINGS FOR EXIT SIGNAGE, EMERGENCY AND EGRESS LIGHTING.
3. QUANTITY AND LOCATIONS OF FIRE EXTINGUISHERS SHOWN SHALL BE COORDINATED WITH THE LOCAL FIRE MARSHAL.

**DRAWING SYMBOLS LEGEND**

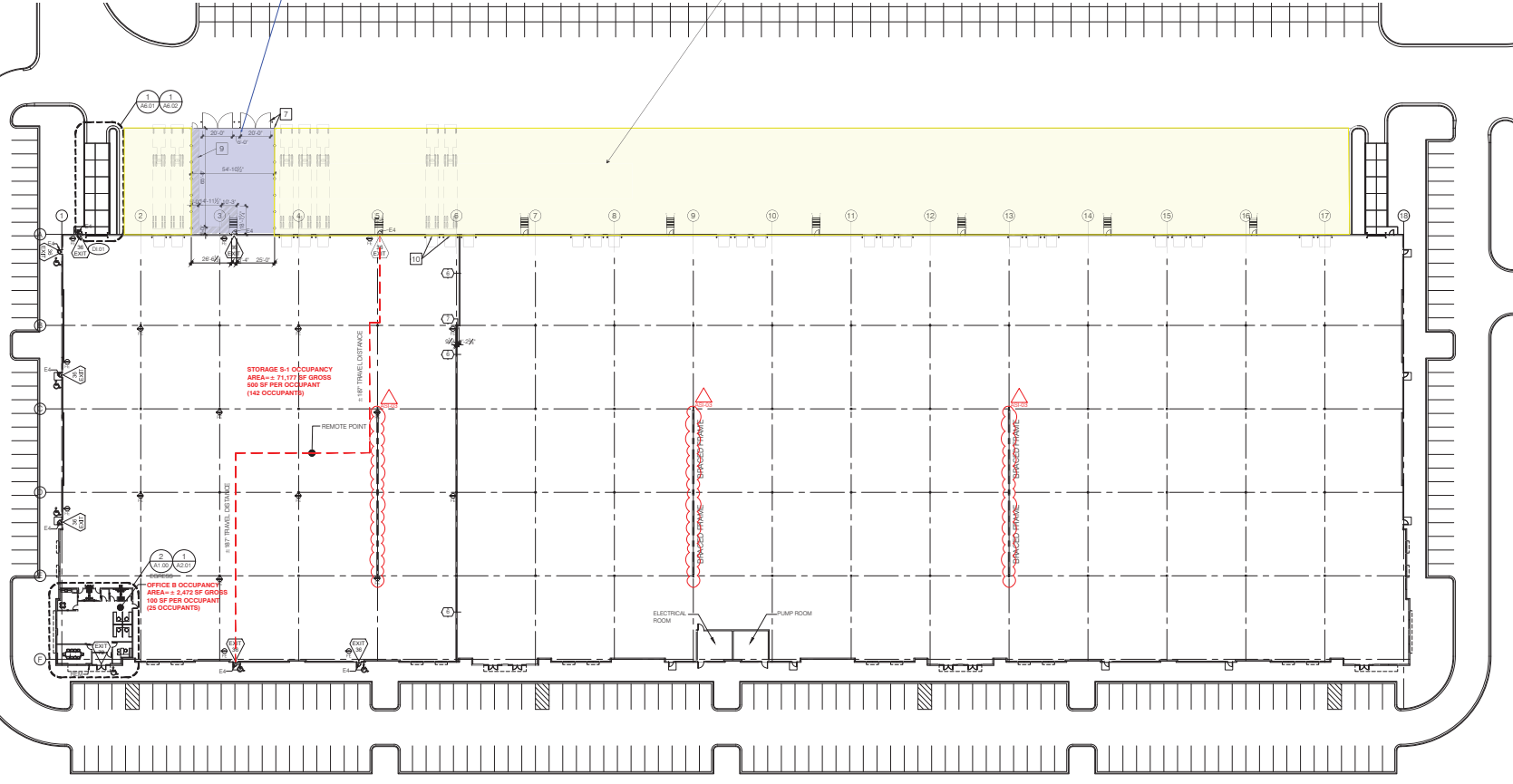
- WALL AND/OR COLUMN MOUNTED FIRE EXTINGUISHER (S). SEE DETAIL 44-666-C W/ MOUNTING BRACKET. OPERATORY HAZARD RATED FOR 150 SF PER UNIT OR 4,000 SF PER EXTINGUISHER. REFERENCE FLOOR PLANS FOR LOCATIONS. MOUNT TO CENTERLINE OF EXTINGUISHER IS 47" A.F.F.
- EXIT LOCATION AND WIDTH.
- EXIT ACCESS PATH OF TRAVEL.
- ADA SYMBOL.
- REM - W.P. LED REMOTE EMERGENCY LIGHT.
- E4 - EXTERIOR EMERGENCY LIGHT.

EXISTS KEY	
	REFERENCE AS SH FOR TACTILE SIGN TYPES
	EXIT
	ACCESSIBLE EXIT
	EXIT



Location of proposed outside storage

Location of permitted truck and semi-tractor trailer outdoor parking and storage



PLUMBING DESIGN-BUILD BY GEN CONTRACTOR  
MECHANICAL DESIGN-BUILD BY GEN CONTRACTOR  
ELECTRICAL DESIGN-BUILD BY GEN CONTRACTOR  
FIRE PROTECTION DESIGN-BUILD BY GEN CONTRACTOR  
CONTRACTOR



TENANT APPROVEMENTS FOR  
**LX HAUSYS AMERICA INC.**

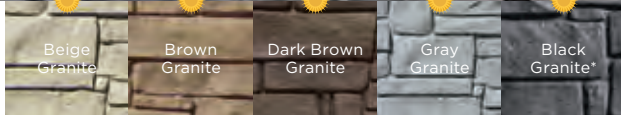
**ALGONQUIN Building Number 1**  
3001 Broadway Dr.  
Algonquin, IL 60102

Project No.	2023-002	
Date	09.06.23	
Issued For	Permit	
Revisions:		
No.	Date	Description
1	09.07.23	CODE COMMENTS
2	04.02.24	PERMITS/REVIEWS



Robert H. Waters is Architect  
Missouri License No. 001 028990

**A1.00**  
OVERALL FLOOR PLANS | CODE PLAN



## Allegheny

Bufftech's patented design of rotationally-molded fence allows realistic stone appearance and superior performance. Allegheny has excellent impact-resistance and creates an excellent sound barrier.

**Panel Sizes:** 6' x 6', 4' x 8'

**Heights:** 4' & 6'

**Stackable:** 8' & 12'

Steel Reinforced Panels





Allegheny in Black Granite

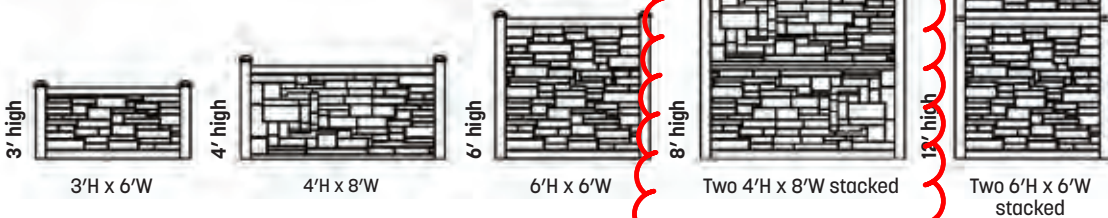
4'x8' and 6'x6' panels are stackable.

## Features and Specifications

- Patented Rotationally-Molded Construction
- Panel sizes: 3' x 6', 6' x 6', 4' x 8'
- Heights: 3', 4' & 6'
- Stackable: 8' & 12'
- Durable in any temperature - stable in hot or cold extremes
- Solid privacy and security
- Virtually maintenance-free - never needs painting or staining nor will it warp, fade or crack.
- Features CertainTeed's exclusive WindZone™ performance which protects in high wind and hurricane conditions
- Excellent sound barrier. Blocks 98% of direct sound with a sound transmission class (STC) rating of 26
- Graffiti resistant - graffiti can be removed using a high-pressure washer
- Lifetime warranty with CertainTeed's 15 year ColorLast® warranty
- Made in the USA

## Available Fence Configurations

4' x 8' and 6' x 6' panels are stackable



## Available Colors



Exact representation of colors in printing is difficult. Please refer to actual color samples for accurate matching. **Samples available upon request.**

## Allegheny Gates



- Gates come in 3', 4', 5', and 6' widths and may be double hung for 7', 8', 9', 10', 11', or 12' openings
- 1.5" x 1.5" galvanized internal steel frame
- Gates include premium stainless steel hardware, self-closing hinges and pad lockable latch







VILLAGE OF ALGONQUIN – 2200 HARNISH DRIVE, ALGONQUIN IL 60102



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP  
Director of Community Development

Patrick M. Knapp, AICP  
Senior Planner

**CASE NUMBER: PZ-2023-11**

**MEMO DATE:** April 25, 2023

**PUBLIC HEARING DATE:** May 8, 2023

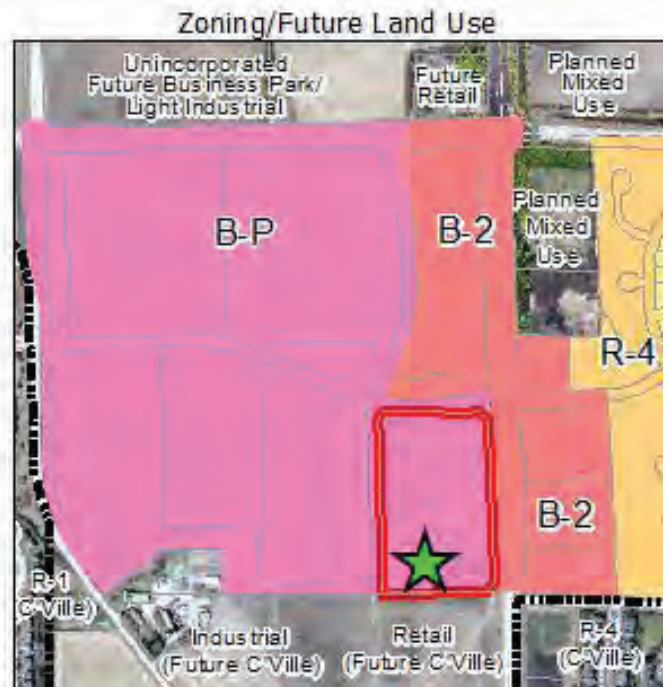
**PROPERTY ADDRESS/LOCATION:** 3031 Broadsmore Drive, South End of Building 1

**APPLICANT/PROPERTY OWNER:** Nathaniel Hagedorn/NP BGO Algonquin Corporate Center LLC

**Brief Summary of Request and Background**

Nathaniel Hagedorn of NP BGO Algonquin Corporate Center LLC, the “Petitioner” is requesting a Special Use for the outside storage of materials at the south end of Building 1 at the NorthPoint Algonquin Corporate Campus.

Staff supports the Petitioner’s request as their proposed outdoor enclosure will be tall enough to conceal all materials stored inside and the enclosure will be constructed with high-quality materials that complement the primary building.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
B-P Business Park	Industrial Building	North: B-2   Vacant East: B-2   Retail South: F   Farming (Future Carpentersville Retail) West: B-P   Undeveloped	15.45 acres

**Staff Recommendation Summary**

Approve

Deny

Approve with Conditions

## Discussion of Staff Recommendation

### History

The NorthPoint Algonquin Corporate Campus, the “Subject Property”, was approved as a PUD, Planned Development, in April of 2022 as Ordinance 2022-O-18 “*An Ordinance Approving The Final Planned Development And Final Plat Of 1st Resubdivision For Phase One Of The Northpoint Algonquin Corporate Campus (Northpoint)*”. Construction began shortly after this approval and the first tenant, LX Hausys, will be moving into the south end of the first building.

### Request

The Petitioner is requesting a Special Use Permit for an outdoor storage enclosure on the back (west side) of the building on the Subject Property, the “Request”. The Petitioner states that the outdoor enclosure is needed to accommodate the business operational requirements of their tenant. The materials that will be stored in the outdoor enclosure include pallets that will be picked up and dropped off during off-business hours which requires external access.

The outdoor enclosure will be approximately 2,925 square feet and will be surrounded by an eight-foot (8’) fence. The fence will not be visible from Randall Road due to the location behind the building and the site landscaping. The fence and gates will be constructed using two (2) four-foot (4’) stacked panels that are steel reinforced and molded to look like stone, which is a similar texture to some of the panels on the main building. The Staff is requesting that the Petitioner install the fence using the color “Brown” or “Dark Brown”, whichever most closely matches the adjacent wall.

### Comprehensive Plan Designation

The Village’s Future Land Use Map designates the Subject Property as Municipal/Institutional. This Request will meet the requirements of the Future Land Use Map.

### 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 and the storage of outdoor materials will be permitted per the conditions of the Ordinance.

Since this Request is being approved as a Special Use Permit, the Permit will expire after six (6) consecutive months of abandonment. After the expiration or if there is any change to the types of materials stored, a new Special Use Permit will need to be established.

## 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 Special Use Permit consistent with the findings of fact outlined in this report, 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 following motion:

1. “To approve a Special Use Permit for Outdoor storage at 3031 Broadsmore Drive, Building 1 of the NorthPoint Algonquin Corporate Campus, as outlined in the staff report for Case No. PZ-2023-11, subject to the following conditions:
  - a. The Outside Storage Site Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023;
  - b. The enclosure fence and gates shall be eight feet (8’) tall and be constructed with Brown or Dark Brown Allegheny molded fence, whichever color most closely matches the color of the adjacent wall;
  - c. The Special Use Permit shall expire after six (6) consecutive months of abandonment or if there is a change in the type of materials stored;
  - d. Stored materials shall not be stacked above the height of the enclosure fence and no materials shall be stored outside of the enclosure;
  - e. The gates of the enclosure fence shall be kept closed at all times except for pick-ups and deliveries;
  - f. All activities involving the manufacturing, fabricating, assembly, disassembly, repairing, cleaning, servicing, and testing of materials, products, vehicles, and goods shall not be allowed in the enclosed area;
  - g. The outdoor storage of any pallets shall comply with Sections 315.7-315.7.7 of the International Fire Code.”

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

I concur:



---

Jason C. Shallcross, AICP

Director of Community Development

**Attachments:**

- Exhibit A Standards & Findings of Fact
- Exhibit B Outside Storage Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023
- Exhibit C Alleghany Fence Product Specifications
- Exhibit D Elevation Detail

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

**Planned Development Standards** – Section 21.13.E 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.

**Applicant Response:**

- a. 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. 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. The proposed special 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:**

Staff supports the Petitioner’s request as their proposed outdoor enclosure will be tall enough to conceal any materials stored inside of the enclosure and the enclosure will be constructed with high-quality materials that complement the primary building. The enclosure will not be visible from Randall Road due to its location behind the building and will be required to follow all regulations outlined in the Zoning Code. This installation of the enclosure will not impact 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



# 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

MAY 8, 2023

### Roll Call - Establish Quorum

Chair Patrician 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:

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

Members absent: Commissioner Kennealy

Staff Present: Senior Planner Patrick Knapp, and Attorney David Noland

### Public Comment

Chair Patrician asked for public comments. No one from the public commented.

### Approval of Minutes

Chair Patrician asked for approval of the April 10, 2023, Planning and Zoning Commission minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Rasek to approve the minutes. The motion was approved with a 6-0 vote.

### Case Number PZ-2023-02 - Consideration of a Request to Approve a Special Use Permit for the Outside Storage of Materials at Building 1 of the NorthPoint Algonquin Corporate Campus. 3031 Broadsmore Drive

Joe Garb or NorthPoint Development gave a presentation outlining the request for outside storage in the rear of 3031 Broadsmore Drive. Senior Planner Patrick Knapp then 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, subject to the conditions in the Staff Report.

Commissioner Szpekowski asked the Petitioner who the new tenant will be and what will they be doing. The Petitioner replied that the new tenant will be LX Housys and that they will be storing empty "A-frame" pallets in the outdoor storage area.

Commissioner Neuhalfen asked if a forklift would be involved in the moving of materials and if it would be parked outside. The Petitioner stated that a forklift would be involved, but that it would be stored inside the building and would enter and exit on the ramp.

Commissioner Sturznickel asked if the brick pattern on the fence is the same as the brick pattern on highway overpasses. The Petitioner responded that it is a similar pattern.

Commissioner Laipert asked Staff how the abandonment of the outdoor storage area is determined. Mr. Knapp replied that Staff would determine abandonment. The Petitioner also stated that the removal of the outdoor storage area is a condition of the lease and that the user would be required to remove the outdoor storage area if they ended their lease. The Commissioner also asked if all users in the building could use this outdoor storage area and the Petitioner stated that it would be only for the use of the tenant that is adjacent to the enclosure.

Chairman Patrician commented that he is concerned that the buildings are large enough to store materials inside and that approving this would set a precedent for allowing outdoor storage. The Chairman stated that his preference is that the materials be stored inside, especially because the rest of the building is vacant at this time.

Commissioner Rasek asked the Petitioner how much of the building is being taken up by the tenant. The Petitioner replied that it is roughly 1/3 of the building.

The Petitioner stated that he understands everyone's concerns and that they are coming forward with a very nice enclosure that will match the building. Chairman Patrician asked if this is a dealbreaker for the Tenant and the Petitioner stated that it is a dealbreaker.

Commissioner Neuhalfen asked if it is an issue that the exit door will be blocked by the outdoor enclosure. The Petitioner stated that there will still be an emergency door in the enclosure and that there are still other exit doors in the rear of the building.

Chairman Patrician asked if the rear gate of the outdoor enclosure would be locked. The Petitioner stated that the gates could be locked.

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

There was no one in the audience to come forward.

Chair Patrician closed the Public Comment portion of the Public Hearing

A motion was made by Commissioner Rasek and seconded by Commissioner Sturznickel to approve the Amendment to the Trails of Woods Creek Planned Development. The motion was approved with a 4-2 vote. Chairman Patrician and Neuhalfen voted "No".

### **New/Old Business**

No new or old business was discussed.

**Community Development Report**

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

**Adjournment**

Chair Patrician asked for a motion to adjourn. A motion from Commissioner Szpekowski and seconded by Commissioner Laipert was made. The motion was approved on a 6-0 vote. The meeting was adjourned at 7:33 P.M.

Minutes signed by:

---

Patrick Knapp, Senior Planner

DRAFT





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

– M E M O R A N D U M –

DATE: July 26, 2023

TO: Tim Schloneger, Village Manager

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

FROM: *Matthew Bajor, Assistant to the Village Manager*

SUBJECT: Amending Chapter 25, "*Escrow Fee Requirements*," and Appendix B, "*Penalty, Salary, Bonds, and Fees*," of the Algonquin Municipal Code.

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Attached are amendments to Section 25.02 Payment of Fees in Chapter 25, "*Escrow Fee Requirements*," and Appendix B, "*Penalty, Salary, Bonds, and Fees*," of the Algonquin Municipal Code.

The changes to these sections of the Algonquin Municipal Code align with current staff practices, adjust fees according to existing market conditions, and further clarify required deposit amounts. Overall, this amendment will help reduce, unnecessary back-and-forth and project delays with developers by setting appropriate escrow amounts that are in line with the typical amounts of incurred expenses for private development.

**Recommendation:**

Staff recommends the Committee of the Whole forward this item to the Village Board for amendment by Ordinance at their meeting on August 15, 2023.

Attached

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

***An Ordinance Amending Chapter 25, Escrow Fee Requirements, and Appendix B 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: Section 25.02, Payment of Fees, of the Algonquin Municipal Code shall be amended to read as follows:

**25.02 PAYMENT OF FEES**

Upon submission of bills by all professional staff and retained consultants deemed necessary by the Village, the Village shall pay said fees out of the specified escrow account. At such time as the balance of the specified account reaches one-quarter of the original amount deposited for the specified matter, the Village Board/Manager, or designee, may demand an additional sum of money that, in addition to the balance in the specified account, shall equal the amount originally demanded and required by the Village or such lesser fraction thereof that the Village might in such case determine.

SECTION 2: Appendix B, Penalty, Salary, Bonds, and Fees, of the Algonquin Municipal Code shall be amended to read as follows:

**Chapter 25, Escrow Fee Requirements**

<b>Matter</b>	<b>Escrow Sum</b>
Zoning variation	<del>\$2,000</del> <u>\$3,000</u>
Special use permit (other than planned development)	<del>\$2,000</del> <u>\$3,000</u>
Rezoning of property	<del>\$2,000</del> <u>\$3,000</u>
Annexation of property	<del>\$2,000</del> <u>\$3,000</u>
<i>Planned Development/Subdivision:</i>	
Less than 1 acre (PUD only)	<del>\$4,000</del> <u>\$6,000</u>
1 acre, up to 5 acres	<del>\$6,000</del> <u>\$8,000</u>
5 acres, up to 10 acres	<del>\$8,000</del> <u>\$10,000</u>
10 or more acres	<del>\$10,000</del> <u>\$12,000</u>
<i>Subdivision or Consolidation:</i>	
Less than 1 acre	<del>\$2,000</del> <u>\$3,000</u>
<u>Construction/Development;</u>	
<u>3% of the Village Engineer’s estimated cost of public and private improvements.</u>	
In the event a petitioner is seeking more than one action, such as annexation and zoning, only the higher escrow fee shall be paid.	

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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

The Gem of the Fox River Valley

## M E M O R A N D U M

**TO:** Tim Schloneger, Village Manager  
**FROM:** Katie Gock, Recreation Superintendent  
**DATE:** August 3, 2023  
**SUBJECT:** Algonquin Recreation Fall Events | Request for Approval and Street Closure

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The Recreation Department is preparing for the upcoming Fall events in Algonquin. In an effort to provide the safest possible experience for the Trick or Treat Trail and the Miracle on Main, Main Street will be closed to traffic. These events encourage participants to come to Algonquin and enjoy what the Village has to offer.

### Schedule of Events

1. **Towne Park Farewell** – Saturday September 16 located in Towne Park with movie to follow event
2. **Algonquin Kite Festival** – Sunday, October 1 located at Spella Park
3. **Trick or Treat Trail** – Saturday, October 21 located on Main Street (with street closure)
4. **Miracle on Main** – Saturday, December 2 located on Main Street (with street closure)

### Approvals Requested

1. Pursuant to the Algonquin Municipal Code section 34.12, staff is proactively requesting a waiver to invite food vendors to sell food and drink products during these events.
2. Pursuant to the Algonquin Municipal Code section 31.04, Recreation staff, with Police recommendation is requesting approval to close South Main Street (between Algonquin Road and Washington Street) during the hours of 2:00pm until the conclusion of the event approximately 9:00pm, as needed for Trick or Treat Trail and Miracle on Main.
3. Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances.

If you agree, please forward to the Village Board for approval to hold these events. Thank you for your support and consideration.

C: Michael Kumbera, Deputy Village Manager  
Dennis Walker, Police Chief



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

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

DATE: August 1, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Main Street Holiday Lights

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Attached is a proposal from B&B Holiday Decorating, for the rental, installation, and removal of the 2023 holiday decorations along South Main Street.

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

Based on this experience, the Village would like to continue with B&B Holiday Decorating. As they have provided an excellent product, excellent service, and have been very reliable.

The General Services budgeted \$35,000.00 for this work. The attached proposal is for \$35,000.00 which is what is budgeted for the decorations for this season.

We are excited for another season of holiday decorations. I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for \$35,000.00 to B&B Holiday Decorating out of Wheeling, Illinois.

## 2023 Holiday Season 1 Year 2023 Holiday Season Proposal



Village of Algonquin  
110 Meyer Dr  
Algonquin, IL 60102

Vince Kilcullen  
(847) 658-2754 ext. 4411

**B&B Holiday Decorating**  
2048 S Foster Ave  
Wheeling, IL 60090  
christmas@bbservicesinc.com  
(847) 825-1657

We appreciate you choosing B&B for your holiday lighting. Below is your proposal for the 2023 holiday season

Below we have outlined our scope of work and contract price per year.

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

- **All of the trees/bushes, roof outlines which were decorated/installed last year.**
  - Decoration of Plaza area with 16' artificial tower tree, pre-lit with warm white LED mini lights, ornamentation and 36" warm white tree topper on landing area above main patio, 6x light poles in plaza decorated with artificial garland, pre-lit with warm white LED lighting and red bows at the top, installation of 2x 60" artificial wreaths pre-lit with warm white LED lighting and red bows on outdoor fireplace, installation of 2x 48" fiberglass gift boxes one each to the north and south of fireplace in planters.
  - Decoration of bridge on north side with artificial garland pre-lit with warm white LED lighting up poles of "Algonquin" sign, 1x 6' Warm White LED Reindeer with gold trim installed at stone pillar on northeast side of bridge
  - Installation in planter boxes and along easement of various decoration pieces including 2x 6' Warm white Reindeer, 2x 6' warm white Polar Bears, 2x 6' warm white Ornaments, 4x Flower Planters (planted with clients choice of poinsettias or winter greens), 1x 12' warm white Polar bear and 8x red and warm white Spheres
  - Installation at "Algonquin" sign at corner of Main and 31 Bypass of 1x 48" Artificial wreath pre-lit with warm white LED lighting and red bow around Algonquin plaque on monument
  - Installation on 10x Acorn Style light poles artificial garland pre-lit with warm white LED lighting and red bows at connection points
  - Installation on 10x Tall light poles 60" Artificial Douglas Fir Wreaths pre-lit with warm white LED lighting and Red bow
  - Installation on Village Hall building of C9 warm white LED lighting around roofline
  - Installation of warm white LED lighting on 29x trees within downtown area and installation of champagne LED lighting on 8x trees within the downtown area
- **Installation and take down as well as non-weather-related service calls.**

If you would like to accept the proposal, either click the 'Accept' box in the email and then follow instructions or mail/email us a signed copy of this proposal with payment. If you would like changes made, please contact us or leave a message on the 'Accept' page by selecting "Reply". Once you accept the proposal and installation preferences are known, our team will email you an invoice.

FEATURES	PRODUCTS	TOTAL
Outer-wrap Downtown Trees	Mini Champagne LED Mini Warm White LED	
Hang on Fireplace Chimney	60" Artificial Wreath Warm White Lights and 24" Bow	
Roof line of Village Hall	C9 LED Warm White Per Bulb	
Install on 10x short light poles	Artificial Garland Warm White LED Lights	
Install on 10x large light poles	60" Artificial Wreath Warm White Lights and 24" Bow	
Install at Festive Plaza	Artificial Garland Warm White LED Lights 16' Tower Tree with warm white LED lighting Tree Topper 36" Pure White	
Install on Bridge poles	Artificial Garland Warm White LED Lights	
Install in Planters	Present- Fiberglass Red & Gold 48" Flower Box- Medium 3D Gold and Warm White Flower Box- Small 3D Gold and Warm White Ornament- Warm White Regal 6' Polar Bear- Warm White 12'x 6' Polar Bear- Warm White 6'x3' Reindeer- Warm White 10' Reindeer- Warm White and Gold 6' Sphere- Red and Warm White 40"	
Install at Algonquin Sign	60" Artificial Wreath Warm White Lights and 24" Bow	
	<b>SUBTOTAL:</b>	<b>\$37,369.42</b>

**TOTALS**

FEATURES	\$37,369.42
<hr/>	
DISCOUNT	\$2,369.42
SUBTOTAL	\$35,000.00
TAX (EXEMPT)	\$0.00
<b>PROPOSAL TOTAL</b>	<b>\$35,000.00</b>



### Policies & Procedures

**Setup:** We will be contacting you once we have received your accepted proposal to discuss the new setup process this year.

**Takedown:** Selected installation time-frame will be scheduled after setup and once final payment is made. Please circle your preference of takedown dates below. If accepting contract digitally, we will contact you to get your preference.

**Preference:** 1/2 – 1/6    1/7 – 1/31    2/1 – 2/14    Other\_\_\_\_\_

#### Payment Options:

- Check
- Credit Card
- Cash
- Chase Quick Pay sent to Christmas@bbservicesinc.com

- 2% discount will be applied if paying by Cash, Check or Electronic Direct Deposit
- 50% down payment within 10 business days of signing the contract and prior to scheduling of setup.
- Remaining balance due 10 business days after installation is complete and prior to scheduling of takedown.
- Contract price only valid for 10 days from date issued.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*B&B Holiday Decorating is a trade name of or division of B&B Holiday Decorating LLC. By agreeing to this contract, client is agreeing to enter into a working contract with B&B Holiday Decorating LLC.*

**Client Signature:**

**Date:**

### \*Email Confirmation Acceptable to Proceed with Contract Work

#### Terms & Conditions

Please be advised that we are a weather-dependent company. Weather delays will push back scheduled work dates in the order they are booked. Weather may also affect the operation of the decorations in certain conditions. Any obstructions will be dealt with on a time and materials basis upon owner approval. Any other additions or changes will be handled on a time and materials basis at our regular pricing level. Final payment is due in full 10 days after installation of work and includes any and all taxes. A service charge of 1-1/2% per month (18% per annum) will be charged on all balances 30 days or more past due. In addition to the sums stated herein, the undersigned shall pay to B & B Holiday Decorating, LLC, all costs and expenses, including filing fees and reasonable attorney fees incurred by B&B in seeking to enforce said obligations under this agreement. Customer hereby authorizes B&B Holiday Decorating to install and take down all materials on above property as provided herein. Customer agrees to defend, hold harmless and indemnify B&B Holiday Decorating from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass and other damages or loss arriving out of the installation/takedown or location of materials unless such damage or loss is a result of gross negligence of B&B Holiday Decorating. Customer agrees to allow B&B Holiday Decorating the right to use images of their property for advertising purposes. All materials used are the property of B&B Holiday Decorating and will remain so after the season, unless specifically noted otherwise. Customer is responsible for all materials during the installed period, any damage, theft, misplacement or the like will be billed to the customer at current repair/replacement rates. If the contract is canceled prior to the final year, 20% of the proposal price will be due upon cancellation for each year left on the contract.



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

**– M E M O R A N D U M –**

DATE: August 3, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Reclamite Project for Pavement Preservation

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Several years ago, as part of our streets maintenance program, we began to implement the use of Reclamite® pavement application to our new pavement surfaces.

Reclamite® Preservative Seal provides a simple, one step method for sealing and waterproofing the asphalt. It is effective for extending the life of newly constructed pavement. The product delays the aging process by replenishing the maltenes and re-constituting the binder. Aged asphalt can be restored to a new and highly durable mix, virtually equal to or better than the original consistency.

For the past three years, the Village has been in a contract with Corrective Asphalt Materials (CAM), for our Reclamite application. This contract was bid by the McHenry County Municipal Partnering Initiative (MC-MPI) in 2020. That contract has expired, and the MC-MPI did not go out to bid this year. CAM has agreed to hold their 2022 prices that were part of the former 3 year contract since no bid was done this year. Please see the attached proposal from CAM to apply Reclamite at last season's price of \$0.94 per square yard.

MC-MPI group will be going out to bid again in early 2024 for another 3 year contract term. The Village plans to participate in this joint bid at that time.

Based on our experience, with CAM the Public Works Department would like to continue with CAM. As they have provided an excellent product, excellent service, and have been very reliable.

The General Services budgeted \$160,000.00 for this work, in the street improvement fund. The attached proposal is for \$146,000.00 which is under budget.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the proposal from Corrective Asphalt Materials. LLC to apply Reclamite for the 2023 season in the amount of \$146,000.00.

**McHenry County Municipal Partnering Initiative (MC-MPI)**

Sealed bids will be accepted in the above office until

**APRIL 3, 2020, NO LATER THAN 3:00 P.M. (CST)**

**REQUEST FOR BIDS:  
RECLAMITE PAVEMENT REJUVENATOR**

**McHenry County Municipal Partnering Initiative  
Participating Agencies**

Village of Algonquin, Village of Lake in the Hills, City of  
McHenry, City of Woodstock, Village of Cary, Greenwood  
Township

**Contact Person for General Bid Document Questions and  
Questions Related to City of McHenry Specifications:**

Troy Strange, Public Works Director,  
[tstrange@cityofmchenry.org](mailto:tstrange@cityofmchenry.org)

Contact Person for the Village of Algonquin:  
Michelle Zimmerman, Assistant Public Works Director,  
[mzimmerman@algonquin.org](mailto:mzimmerman@algonquin.org)

Contact Person for Greenwood Township:  
Don Goad, Highway Commissioner,  
[dgoad@wonderwave.net](mailto:dgoad@wonderwave.net)

Contact Person for the Village of Lake in the Hills:  
Guy Fehrman, Superintendent of Streets,  
[lfehrman@LITH.org](mailto:lfehrman@LITH.org)

Contact Person for the Village of Cary:  
Steve Kopacz, Superintendent, [skopacz@caryillinois.com](mailto:skopacz@caryillinois.com)

Contact Person for the City of Woodstock:  
Jeff Van Landuyt, Public Works Director,  
[ivanlanduyt@woodstockil.gov](mailto:ivanlanduyt@woodstockil.gov)

Issuing Agency:  
City of McHenry Public Works Department  
1415 Industrial Drive  
McHenry, IL 60050

Drop Off Address:  
City of McHenry Public Works Department  
1415 Industrial Drive  
McHenry, IL 60050

Company: Corrective Asphalt Materials, LLC Date: April 3, 2020

Contact Person: Angela Vantrease- Administrative Assistant

Address: 300 Daniel Boone Trail City: South Roxana

State: IL Zip Code: 62087

Email Address: angela@cammidwest.com

Telephone Number: 618-254-3855

FEIN or SSN: 37-1359575

**PURCHASING ORDINANCES**

The attention of bidders is directed to each individual MPI member’s Purchasing Ordinance. This Ordinance is incorporated by reference into this bid as if it were contained herein. To view the agency’s ordinance, please individually contact the agency.

Any communication regarding this bid between the date of issue and date of award is required to go through the Contact Person listed above. ***Unauthorized contact with other staff, elected officials or other officers is strictly forbidden***

**SOLE SOURCE**

As this product is available only through a single supplier, the bid is being solicited as a sole source bid. Each individual MPI member shall be responsible for adherence to its individual municipal purchasing ordinance and applicable sole source procedures.

**SCOPE OF WORK**

The County of McHenry Municipal Partnering Initiative seeks qualified firms to provide cleaning services for multiple municipal facilities. Subject to continuing need and availability of funds. All requirements are according to specifications enclosed herein.

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**SCHEDULE OF EVENTS**

March 11, 2020	Proposal Available via email (tstrange@cityofmchenry.org)
March 20, 2020	Vendors Questions Submitted via email to tstrange@cityofmchenry.org by <b>3:00 P.M.(CST)</b>
March 27, 2020	Vendors Questions Answered via Addendum; emailed by <b>3:00 P.M.(CST)</b>
April 3, 2020	Bid Due at McHenry Public Works no later than 3:00 P.M.(CST) (No electronic bids accepted)

**PAYMENT**

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

**NON-DISCRIMINATION**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

### PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. Prevailing Wage Rates are available at the Illinois Department of Labor website: <https://www2.illinois.gov/idol/Pages/default.aspx>.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

### CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the MPI Members must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the MPI Members must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease

Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

The MPI Members should select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### SECURITY

The contractor represents and warrants to the MPI Members that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the MPI Members that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the MPI Members, the Corporate Authorities, and all MPI Members elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please email any questions by the deadline as outlined in the schedule of events. Any and all changes to these specifications are valid only if they are included by written addendum to all bidders. No interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be emailed to bidder if a Notice of Intent to Bid has been completed and submitted to the Contact Person. In addition, all addenda will be posted on the issuing agency's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Public Works (or his/her designee) from the issuing agency has the authority to issue an addendum.

Addenda are written instruments issued by the issuing agency prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act

shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The MC-MPI Participating Agencies are exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### INSURANCE

(1)

##### GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Agency, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2)

##### EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The MC-MPI Participating Agencies shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The MC-MPI Participating Agencies shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the MC-MPI Participating Agencies as an additional insured. A copy of the endorsement shall be provided to MPI Members along with the Certificate of Insurance; and,
- (e) Have individual MC-MPI Participating Agencies named as an additional insured and the address for certificate holder must read as:

"Agency Name", a **body politic**  
Municipal Address  
City, State, Zip Code

- (f) Insurance Notices and Certificates of Insurance shall be provided to the individual municipalities.

#### HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the MPI Members, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the MPI Members, their agents, servants, or employees or any other person indemnified hereunder.

#### PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond will be required by the accepted bidder as described below if the bid amount exceeds \$50,000.00.

- Payment and Performance Bond must be in the amount of 110% of the bid value. Any additional scope value during the project must be covered by the bonds.
- Oblige is County of McHenry, project owner for the Payment and Performance Bonds.
- Payment and Performance Bonds must be signed by an official of the bonding company and accompanied by the bonding agent's written Power of Attorney.
- Provide three (3) copies of each of the bonds and the Power of Attorney in order that one copy of each may be attached to each copy of the contract agreement. Bonds must be submitted to McHenry County within two (2) weeks of the notice of award, if start of construction is sooner, then bonds must be submitted a minimum of two (2) days prior.
- Date of Agreement and Payment and Performance Bonds must be the same.
- Such Payment and Performance Bonds must be issued by a surety listed on the Department of Treasury's listing as approved sureties (Department Circular 570) with an A.M. Best Rating of "A" or better which is licensed in the state of the location of the project and must be acceptable to the design-builder.

#### BID BOND

~~Each separate bid must be accompanied by a bid bond, certified check, or a cashier's check, drawn on a bank authorized to do business in Illinois, in a dollar amount of not less than five percent (5%) of the sum of the computed total amount of the bid or five hundred dollars (\$500), whichever is greater.~~



### BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

**Bids must be submitted by mail or in person (One Original, no electronic submission).**

**Bids are due no later than 3:00 P.M. and on April 3, 2020.**

Sealed Bid envelopes are to be clearly marked with the title, time & date of opening.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

### SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

### GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

### AWARD OF ORDER

The MPI Members will award the bid and execute a contract to the lowest responsive, responsible bidder meeting the Agency's requirements as listed in this document. The Agency will be the sole judge of acceptability of any products offered.

### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The issuing agency shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

### MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Contact Person.

### EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The issuing agency will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

### ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Contact Person prior to the bid opening for the purpose of clarifying specifications.

#### FULL PRICING AND CONTINGENCIES

The MC-MPI Participating Agencies shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the MC-MPI Participating Agencies.

#### RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the MC-MPI Participating Agencies' inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the MC-MPI Participating Agencies' satisfaction by the successful bidder at no additional charge.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The MC-MPI Participating Agencies will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the MC-MPI Participating Agency deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the MC-MPI Participating Agency's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the MC-MPI Participating Agency in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the MC-MPI Participating Agency thirty (30) days after written notification of termination from the MC-MPI Participating Agency.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the MC-MPI Participating Agency shall have 120 days after each election of MC-MPI Participating Agency's board or council members to terminate this Agreement, without cause and without penalty.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the MC-MPI Participating Agency to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### REJECTION OF BIDS, WAIVER OF IRREGULARITIES

The MPI Members reserve the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the MC-MPI Participating Agency. Any such decision shall be considered final.

**PROTEST PROCEDURES**

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Village Administrator/City Manager/County Administrator/Highway Commissioner (or his/her designee) from the issuing agency. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the issuing agency.

**BIDDER'S ATTACHMENT TO THE BID**

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

**EXPECTATION FOR EQUIPMENT/HARDWARE**

It is the MC-MPI Participating Agency's expectation equipment and/or hardware installed as part of this bid will be in new, unused condition unless otherwise noted in bid submission.

**DELIVERY**

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Public Works (or his/her designee) from the issuing agency will be considered a breach of faith.

**FREIGHT**

Freight is all inclusive unless otherwise stated.

**FUEL SURCHARGE**

The MC-MPI Participating Agencies do NOT accept any fuel surcharges.

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2020 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the General Instructions, the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of submission of the Proposal. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. The term "Agency" refers to the Village of Algonquin, Illinois; Village of Lake in the Hills, Illinois; City of Crystal Lake, Illinois; City of McHenry, Illinois; City of Woodstock, Illinois and Greenwood Township.

**DESCRIPTION OF IMPROVEMENT**

This work shall consist of the application of Rejuvenator and all necessary and related work as detailed in the Special Provisions.

**CONTRACT TIME**

Contractor shall complete the Work no later than August 21, 2020, unless otherwise approved in writing by the Agency's representative.

**WORKING HOURS**

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Agency's representative.

**TRAFFIC CONTROL AND SITE SAFETY**

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Agency at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Application of Rejuvenator shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

**LOCATION OF IMPROVEMENTS**

This work is to be completed at various locations within each Agency. The exact locations shall be provided to the Contractor upon award of the Contract and prior to beginning work.

**RECLAMITE EMUSIFIED MALTENE-BASED REJUVENATOR**

**General Scope:** This work shall consist of furnishing all labor, material, traffic control and equipment necessary to perform all operations for the application of Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion

shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

**Material Specifications:** The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. The Contractor must submit with its Proposal a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

**RECLAMITE MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:**

<u>Property</u>	<u>Test Method</u>	<u>Requirements</u>	
	ASTM	Min.	Max.
Viscosity			
@ 25°C, SFS	D244	15	40
Residue, w%	D244 (Mod) <sup>3</sup>	60	65
Miscibility Test	D244 (Mod) <sup>2</sup>	Pass	
Sieve Test, w%	D244(Mod.) <sup>1</sup>		0.1
Particle Charge Test	D244	Positive	
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

<sup>1</sup>Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

<sup>2</sup>Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

<sup>3</sup>ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

**Material Performance:** The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The Contractor must submit with its Proposal:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

**Product Standards:** The product "Reclamite"<sup>®</sup> produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Schedule of Prices shall be for one of these standards.

**Applicator Experience:** The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Contractor shall have a minimum of 5 years experience in applying the product proposed for use on municipal streets. The Contractor must submit with its Proposal a list of five (5) projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project. A project superintendent knowledgeable and experienced in application of the asphaltrejuvenating agent must be present and in control of each day's work. The Contractor shall submit at the preconstruction meeting a written experience outline of the project superintendent.

**Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 45 degrees Fahrenheit or when temperatures are forecasted to fall below 40 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer.

**Handling of Asphalt Rejuvenating Agent:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

**Application Equipment:** The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer.

**Application of Rejuvenating Agent:** The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

**Spreading of Sand or Screenings:** Sand or screenings shall be furnished by the Contractor. The Contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this Contract. Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by the local agency. A twin spinner,

rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard. Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

### **Street Sweeping**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the unit price per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

### **Written Notification**

The Contractor shall distribute written notification in the form of an informational pamphlet to all residents of streets to receive rejuvenator. This written notification shall be distributed no greater than 48 hours prior to application. This work shall be considered incidental to the Contract.

**Traffic Control and Safety:** The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards.

The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

**Basis of Payment:** This work shall be paid for by the contract unit price per square yard for RECLAMITE EMULSIFIED MALTENE-BASED REJUVENATING, which price shall include all materials, equipment, labor, traffic control, sweeping, written notification, material disposal, and incidentals to complete the work as specified and required.



**SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY**

The approximate quantities set forth in the table below for each item are estimates only and each Agency reserves the right to increase or decrease such quantities based on the Standard Specifications.



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**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2020 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL  
SCHEDULE OF PRICES**

**Company Name:** Corrective Asphalt Materials, LLC

**Address:** 300 Daniel Boone Trail

South Roxana, IL 62087

**Contact Person:** Angela Vantrease- Administrative Assistant

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		SQ YD REJUVENATOR APPLIED		
Basic Period (2020-2021)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	204,000 SQ YD	\$ 0.88	\$ 179,520.00
First Option Year (2021-2022)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	237,000 SQ YD	\$ 0.91	\$ 215,670.00
Second Option Year (2022-2023)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	227,000 SQ YD	\$ 0.94	\$ 213,380.00

*Individual quantities for each agency in the joint contract proposal are included in the contract special provisions*

**REFERENCES**

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (only correct contact names and phone numbers will be acceptable).

Entity: Village of Lombard  
Address: 255 E. Wilson Avenue  
City, State, Zip Code: Lombard, IL 60148  
Telephone Number: 630-620-5740  
Contact Person: Tom Dixon  
  
Email Address: dixont@villageoflombard.org

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Entity: Village of Downers Grove  
Address: 5101 Walnut Avenue  
City, State, Zip Code: Downers Grove, IL 60515  
Telephone Number: 630-434-5494  
Contact Person: John Welch  
  
Email Address: jwelch@downers.us

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Entity: City of St. Charles  
Address: 2 Main Street  
City, State, Zip Code: St. Charles, IL 60174  
Telephone Number: 630-377-4418  
Contact Person: Ken Jay  
  
Email Address: kjay@stcharlesil.gov

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**THIS PAGE IS MANDATORY**

**CERTIFICATIONS & SIGNATURE PAGE**

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Corrective Asphalt Materials, LLC  
Name of Contractor (please print)



Submitted by (signature)

Marc Taillon- Member  
Title

**Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Corrective Asphalt Materials, LLC  
Name of Contractor (please print)



Submitted by (signature)

Marc Taillon- Member  
Title

**THIS PAGE IS MANDATORY**

**CERTIFICATIONS & SIGNATURE PAGE**

- Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. Yes: X No: \_\_\_\_\_
- Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Yes: X No: \_\_\_\_\_
- Under penalties of perjury, I certify that my correct Federal Taxpayer Identification Number is: 37-1359575
- I am doing business as a (please check one):  
 Sole Proprietorship  Partnership  Corporation (State of Incorporation): \_\_\_\_\_  Other \_\_\_\_\_
- State full names, titles and addresses of all responsible principles and/or partners below:  
Name: Marc Taillon Title: Member  
Address: 5180 Springfield Dr., Edwardsville, IL 62025  
Name: Anthony J. Witte Jr. Title: Member  
Address: 213 Mason Glen Dr., Lake St. Louis, MO 63367
- I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid. I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the MPI Members adequate time to evaluate the qualifications submitted.
- I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the MPI Members or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Individual/Company/Corporation: Corrective Asphalt Materials, LLC

Business Address: 300 Daniel Boone Trail

City, State and Zip Code: South Roxana, IL 62087

Printed Name: Marc Taillon Title: Member

Original Signature: 

Witness Signature:  Title: Administrative Assistant

Telephone Number: 618-254-3855 Email: angela@cammidwest.com

Date: March 30, 2020

**End of Document**



Mailing Address:  
300 Daniel Boone Trail  
South Roxana, IL 62087  
Phone: 618-254-3855  
Fax: 618-254-2200

Locations:  
300 Daniel Boone Trail, South Roxana, IL 62087  
43W630 Wheeler Road, Sugar Grove, IL 60554

March 30, 2020

STATEMENT OF EXPERIENCE-CORRECTIVE ASPHALT MATERIALS, LLC

RE: Reclamite Pavement Rejuvenator (Letting April 3, 2020 at 3PM)

To Whom It May Concern:

Corrective Asphalt Materials, LLC has been in business over thirty-seven years: First as CAM Construction, then CAM, LLC as of July 1996, and finally as Corrective Asphalt Materials, LLC as of April 12, 2004.

Corrective Asphalt Materials, LLC has manufactured and applied Golden Bear Oil Specialties Products for over thirty-eight years. Our employees have many years' experiences in the application of Reclamite Rejuvenating Agent and CRF Restorative Seal.

- 1) Corrective Asphalt Materials, LLC has not experienced any difficulty applying rejuvenating agents while performing work within the state of Illinois.
- 2) Corrective Asphalt Materials, LLC has never received any complaints regarding the quality of our work within the state of Illinois.
- 3) We have never had any contracts which resulted in a lawsuit or defaulted in any contracts.

List of References:

- 1) City of Elmhurst 209 North York Street, Elmhurst, IL 60126
  - a. Kim McGrew 630-530-3122
  - b. Reclamite 10/08/2019 231,765 Square Yards
- 2) Lake County DOT 600 W. Winchester Road, Libertyville, IL 60048
  - a. Julian Rozwadowski 847-377-7506
  - b. Reclamite 09/28/2018 311,161 Square Yards
- 3) DeKalb County 1826 Barber Green Rd, DeKalb, IL 60115
  - a. Nathan Schwartz 815-756-9513
  - b. Reclamite 06/05/2017 266,208 Square Yards
- 4) McHenry Township 3703 N. Richmond Road, McHenry, IL 60051
  - a. Jim Condon 815-385-3076
  - b. Reclamite 08/26/2016 109,000 Square Yards
- 5) Village of Villa Park 20 South Ardmore Avenue, Villa Park, IL 60181
  - a. Rich Salerno 630-834-8505
  - b. Reclamite 10/01/2015 60,221 Square Yards

Signed: 

Printed Name and Title: Marc Tailon, Member

Date: March 30, 2020



Mailing Address:  
300 Daniel Boone Trail  
South Roxana, IL 62087  
Phone: 618-254-3855  
Fax: 618-254-2200

Locations:  
300 Daniel Boone Trail, South Roxana, IL 62087  
43W630 Wheeler Road, Sugar Grove, IL 60554

March 30, 2020

RE: Reclamite Pavement Rejuvenator (Letting April 3, 2020 at 3PM)

STATEMENT OF EXPERENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

WADE SPARKS –6 years of experience in the application of CRF & Reclamite using a distributor truck. Over 6 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Wade Sparks, Project Supervisor

Cell (630) 200-6463

Mike Sumrall, Operations Manager

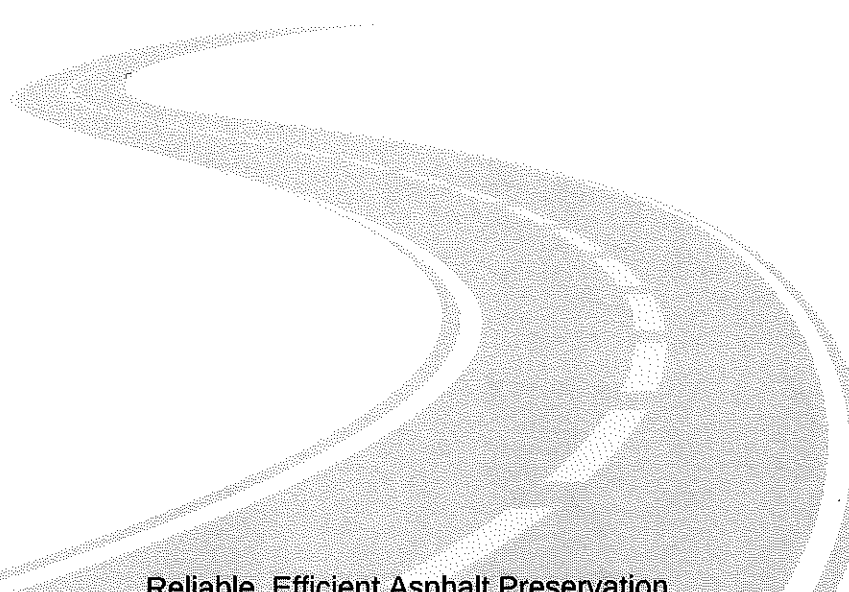
Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618-254-3855

Marc Taillon, Vice President

Cell (314) 477-3995







Mailing Address:  
300 Daniel Boone Trail  
South Roxana, IL 62087  
Phone: 618-254-3855  
Fax: 618-254-2200

Locations:  
300 Daniel Boone Trail, South Roxana, IL 62087  
43W630 Wheeler Road, Sugar Grove, IL 60554

March 30, 2020

RE: Reclamite Pavement Rejuvenator (Letting April 3, 2020 at 3PM)

#### STATEMENT OF EXPERIENCE: JOB SUPERVISOR & DISTRIBUTOR DRIVER

JOHN HOLLERAN – I have over 25 years' experience in the application of CRF & Reclamite using a distributor truck. I also have over 18 years' supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

#### EMERGENCY CONTACTS

John Holleran, Project Supervisor

Cell (630) 853-0832

Mike Sumrall, Operations Manager

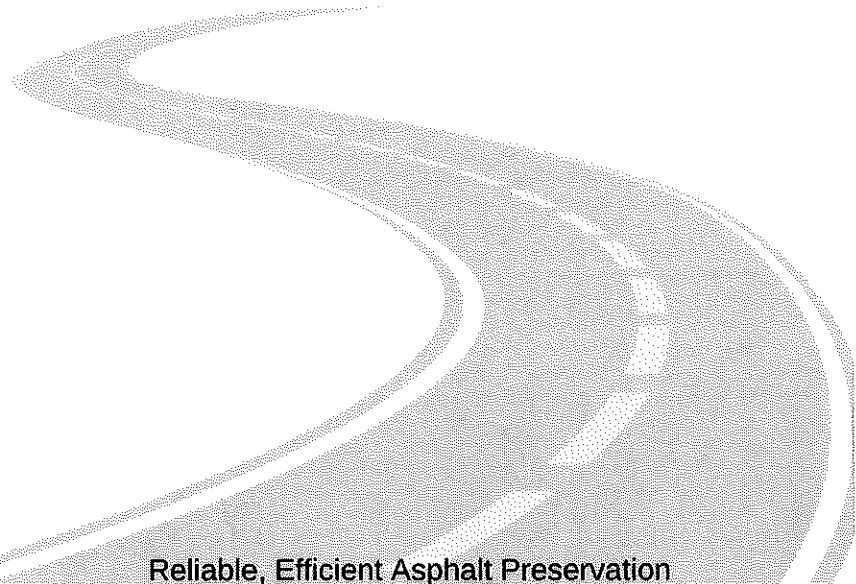
Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Marc Taillon, Vice President

Cell (314) 477-3995





Mailing Address:  
300 Daniel Boone Trail  
South Roxana, IL 62087  
Phone: 618-254-3855  
Fax: 618-254-2200

Locations:  
300 Daniel Boone Trail, South Roxana, IL 62087  
43W630 Wheeler Road, Sugar Grove, IL 60554

July 27, 2023

Scott Goad  
Village of Algonquin  
Office: (847)-658-2754  
Email: [scottgoad@algonquin.org](mailto:scottgoad@algonquin.org)

Hello Scott,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist the Village of Algonquin in the road and bike path preservation program in accordance with the McHenry City Joint Bid. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to approximately 155,260 SY of selected asphalt pavement**
- **CAM’s responsibilities:**
  - **Furnish and apply Reclamite**
  - **Furnish and apply all lime screenings – \*No screenings applied on Bike Paths\***
  - **All traffic control related to project**
  - **Resident Notification and No Parking signs as necessary**
  - **Post Street sweeping**
  - **Handle any complaints or issues that may arise from application**

• **Unit Price: \$.94 / SY**

**Total Price \$145,944.40**

Mike Sumrall, Operations Manager will be contacting you to schedule the project.  
Info: [mike@cammidwest.com](mailto:mike@cammidwest.com), Cell: 630-465-4142

**Billing Information (please fill out upon acceptance)**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang  
Business Development  
Corrective Asphalt Materials, LLC

Mike Sumrall  
Operations Manager  
Corrective Asphalt Materials, LLC

APPROVED BY:

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date





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

**– M E M O R A N D U M –**

DATE: August 8, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Execute a Contract with H. Linden & Sons Sewer & Water, Inc. for the PRV Replacement Program, Year 2

---

Attached you will find the cost proposal submitted by H. Linden & Sons Water & Sewer, Inc. (H. Linden) for the Pressure Reducing Valve Replacement Program, Year 2 (PRV Year 2) for \$232,323.00. This project's scope includes removing the existing pressure-reducing valve, associated water main and gate valve, installing ten individual service pressure-reducing valves, an automatic flushing device, a sanitary drop connection, a new water main and gate valve, and a new fire hydrant.

As you know, the project was advertised for bid in June of this year. Unfortunately, despite our efforts, we received no bids from prospective contractors. Several contractors we contacted expressed their inability to take on this work due to prior commitments and a busy schedule for this year.

In light of the situation, we took the initiative to approach two trusted contractors, H. Linden, and Hayes Industries, for cost proposals. Only H. Linden responded to our request by providing a cost proposal for the project. While Hayes Industries did not submit a bid, they have agreed to be a subcontractor for H. Linden and will be responsible for performing the plumbing work as part of the project. It is important to note that H. Linden has previously completed Year 1 of the PRV Program and delivered outstanding results, meeting all Village standards. Their expertise, professionalism, and adherence to quality were evident throughout their previous engagement.

Furthermore, Hayes Industries is currently working on the Village's lead service replacement program, and their experience in this ongoing project adds valuable insights and capabilities to the PRV Year 2 project. H. Linden's proposal is within the budgeted amount in the Water & sewer Fund for this fiscal year. Considering the circumstances, the

lack of alternative bids, and the successful track record of H. Linden, it is in the best interest of the Village to proceed with the acceptance of their proposal for the Pressure Reducing Valve Replacement Program, Year 2.

Therefore, the Public Works Department recommends that the Committee of the Whole take action to move the contract with H. Linden & Sons Water & Sewer, Inc. for the Pressure Reducing Valve Replacement Program, Year 2, in the amount of \$232,323.00 to the Village Board for approval.

# VILLAGE OF ALGONQUIN

## BID PROPOSAL (LINE ITEM)

FOR

PRV REPLACEMENT PROGRAM - YEAR 2

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
1	TREE REMOVAL AND CLEARING	LS	1	\$4,500.00	\$4,500.00
2	TRAFFIC CONTROL AND PROTECTION	LS	1	\$35,000.00	\$35,000.00
3	RESTORATION	LS	1	\$14,800.00	\$14,800.00
4	WATER MAIN, 8" DIP CL 52 ZINC COATED WITH V-BIO POLYETHYLENE WRAP	LF	45	\$200.00	\$9,000.00
5	CONSTRUCTION ENTRANCE	EACH	1	\$4,000.00	\$4,000.00
6	SILTATION CONTROL FENCE	LF	357	\$4.00	\$1,428.00
7	AUTOMATIC FLUSHING DEVICE, COMPLETE	EACH	1	\$25,000.00	\$25,000.00
8	FIRE HYDRANT ASSEMBLY WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1	\$10,000.00	\$10,000.00
9	SANITARY DROP MANHOLE, 4' DIA., FRAME AND CLOSED LID	EACH	1	\$40,000.00	\$40,000.00
10	GATE VALVE, 8-INCH (RESILIENT SEAT) IN 48-INCH VALVE VAULT	EACH	2	\$15,000.00	\$30,000.00
11	FOUNDATION MATERIAL	CY	25	\$1.00	\$25.00
12	WATER MAIN REMOVAL	LF	110	\$10.00	\$1,100.00
13	REMOVE EXISTING STRUCTURE	EACH	2	\$1,000.00	\$2,000.00

## VILLAGE OF ALGONQUIN

14	REMOVE EXISTING STRUCTURE, SPECIAL	EACH	1	\$26,000.00	\$26,000.00
15	PAVEMENT REMOVAL AND REPLACEMENT	SY	5	\$400.00	\$2,000.00
16	INSTALLATION OF INDIVIDUAL PRESSURE REDUCING VALVES	EACH	10	\$1,300.00	\$13,000.00
17	WASTE HAULING	HOUR	8	\$140.00	\$1,120.00
18	EARTHEN BACKFILL, FURNISH AND PLACE	CY	10	\$35.00	\$350.00
19	ROCK EXCAVATION	CY	10	\$300.00	\$3,000.00
20	MISCELLANEOUS ADDITIONS ORDERED BY THE ENGINEER	UNIT	10000	\$1.00	\$10,000.00
TOTAL					\$232,323.00

### Written Out Grand Total:

TWO HUNDRED THIRTY-TWO THOUSAND, THREE HUNDRED TWENTY - THREE AND NO 100TH'S DOLLARS.

**Contractor:** \_\_\_\_\_

H. Linden & Sons Sewer and Water, Inc.

**Signature:** \_\_\_\_\_

**Date:** 7/10/2023 \_\_\_\_\_

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

## **Individual Pressure Reducing Valve Installation Locations**

### **1465 W. Algonquin Road**

Business: Wise Guy Vapes

### **1455 W. Algonquin Road**

Business: State Farm Insurance

### **1435-1425 W. Algonquin Road**

Business: Vacant

### **5 Hanson Road**

Business: Sals Pizza

### **1495 W. Algonquin Road**

Business: 7/11

### **1475 W. Algonquin Road**

Business: Root 62 Hair Design

### **1485 W. Algonquin Road**

Business: Four Seasons Cleaners

### **1445 W. Algonquin Road**

Business: World Health Spa

### **15-45 Hanson Road**

Business: Fidelity Flooring Solutions

### **1415 W. Algonquin Road**

Business: Willow Funeral Home



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

**– M E M O R A N D U M –**

DATE: August 8, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Approve a Special Use/Access Permit Agreement with the McHenry County Conservation District

---

Attached is the Special Use/Access Application and Permit Agreement with the McHenry County Conservation District (MCCD). The agreement is a requirement by MCCD to access, close, and reconstruct a portion of the Prairie Trail at Towne Park. Included with the permit application are the pre-final plans (Exhibit A) and additional conditions and insurance requirements per MCCD (Exhibit B). Please note that the plans attached are not the final bid set as, they are in progress.

The agreement is required to access the south side of Crystal Creek in order to install the proposed water main under Crystal Creek. Access from the creek is necessary from both sides to complete the main installation. Alternate access locations were considered by none were viable options given the size of the equipment required for this project.

The proposed water main plans require a closure of the Prairie Trail path, but the work is anticipated in November and December of this year when the trail has fewer users. The Village will replace the path per MCCD requirements upon completion of the project. This agreement holds the Village responsible to do so.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the Special Use/Access Permit Agreement with McHenry County Conservation District to the Village Board for approval.





**SPECIAL USE/ACCESS APPLICATION & PERMIT AGREEMENT**

This Permit Agreement may not be assigned or transferred and is only valid for the specific Permittee, Premises, Date(s), Times and Purpose stated below. Only individuals or entities possessing on their person a signed and approved Permit in their name may use/ access the Premises in connection with the Purpose described below.

Permittee: Village of Algonquin

Address: 110 Mitchard Way, Algonquin, IL 60102

Contact Name / Title / Phone / Email: Clifton V. Ganek, P.E. / Village Engineer / 847-658-1605 x 4410 / CliftonGanek@algonquin.org

Premises (Conservation Area and/or address of District real estate to be used/accessed): Prairie Trail within Towne Park in the Village of Algonquin.

Sole Purpose of Use/Access: Towne Park/Crystal Creek Water Main Crossing Project as described and depicted in Exhibit A.

SEE **EXHIBIT A**: ACTIVITY/WORK PLAN WITH MAPS DEPICTING ACCESS ROUTES(S) AND WORK AREAS(S) ATTACHED HERETO.

Date(s) of Use/Access: Dates in the fall of 2023 through spring of 2024 pursuant to notice requirements described in Exhibit B.

Time of Arrival (no earlier than): sunrise

Time of Departure (no later than): sunset

List of vehicles or heavy equipment to access the Premises (Type and Gross Weight): All vehicles and heavy equipment as are reasonably necessary complete the project as described and depicted in Exhibit A are hereby authorized to access the Premises.

SEE **EXHIBIT B**: ADDITIONAL CONDITIONS; and **EXHIBIT C**: INSURANCE/INDEMNIFICATION REQUIREMENTS ATTACHED HERETO.

The McHenry County Conservation District hereby grants to Permittee the right, during the term stated herein and upon and subject to each and all terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the Premises described for the purpose(s) herein described. Prior to accessing the Premises, the Permittee shall provide a Certificate(s) of Insurance and otherwise comply with the Insurance/Indemnification Requirements which are attached hereto. Except as may be expressly permitted herein, all rules and regulations of the McHenry County Conservation District shall be obeyed and enforced. The McHenry County Conservation District does not assume any liability for personal injuries sustained on the Premises during Permittee's use/access of the Premises and Permittee hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Permittee may sustain as a result of this Permit Agreement. Permittee further agrees to waive, indemnify and release the District from any and all losses, claims, suits or judgments or damages that Permittee or others might sustain as a result of any and all activities connected with or associated with this Permit Agreement. I have read and fully understand the above important information, warning of risk, assumption of risk, indemnification and waiver and release of all claims.

Approved:  
McHenry County Conservation District

\_\_\_\_\_  
Signature of Permittee and Date

By: \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature and Date

**THIS PERMIT AGREEMENT MUST BE PRESENTED TO ANY DISTRICT STAFF OR LAW ENFORCEMENT OFFICER UPON REQUEST DURING THE USE/ACCESS.**

EXHIBIT A

ACTIVITY/WORK PLAN W/MAP(S)

Activities, access route(s) and work area(s) are described and depicted following this page.

(The rest of this page is intentionally blank.)

**NOT APPROVED**

# TOWNE PARK/CRYSTAL CREEK WATER MAIN CROSSING PROJECT

## VILLAGE OF ALGONQUIN ALGONQUIN, ILLINOIS

### MUNICIPAL OFFICIALS

DEBBY SOSINE	VILLAGE PRESIDENT
FRED MARTIN	VILLAGE CLERK
MAGGIE AUGER	TRUSTEE
LAURA BREHMER	TRUSTEE
JERRY GLOGOWSKI	TRUSTEE
ROBERT SMITH	TRUSTEE
JOHN SPELLA	TRUSTEE
BRIAN DIANIS	TRUSTEE

CLIFF GANEK, P.E.	VILLAGE ENGINEER	DATE
	VILLAGE OF ALGONQUIN	



LOCATION MAP  
N.T.S.

### CONSTRUCTABILITY REVIEW BY

PATRICK KIELTY, PE	1/25/23
REVIEWER	DATE

### LIST OF DRAWINGS

SHEET NUMBER	DRAWING TITLE
1	COVER SHEET
2	GENERAL NOTES
3	SUMMARY OF QUANTITIES
4	ALIGNMENT, TIES, AND BENCHMARKS
5-6	EXISTING CONDITIONS AND REMOVAL PLAN
7-8	WATER MAIN PLAN AND PROFILE
9	EROSION CONTROL GENERAL NOTES
10-11	EROSION CONTROL AND LANDSCAPE PLAN
12-14	CONSTRUCTION DETAILS

**DATE: 3/10/2023**  
**PRE-FINAL PLANS**

### PROJECT LOCATIONS:

- Crystal Creek (west side of Towne Park)

LEGAL DESCRIPTION:  
SECTIONS 27, 28, 33, & 34, TOWNSHIP  
43 NORTH, RANGE 8 EAST

**CB** **CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO. 184-001175  
EXPIRATION DATE: 05/30/21

CALL JULIE 811  
WITH THE FOLLOWING:  
COUNTY McHENRY  
CITY/TOWNSHIP ALGONQUIN

48 HOURS BEFORE YOU DIG,  
EXCLUDING SAT., SUN., & HOLIDAYS



BENCHMARK

SEE ALIGNMENT, TIES, AND BENCHMARKS SHEET

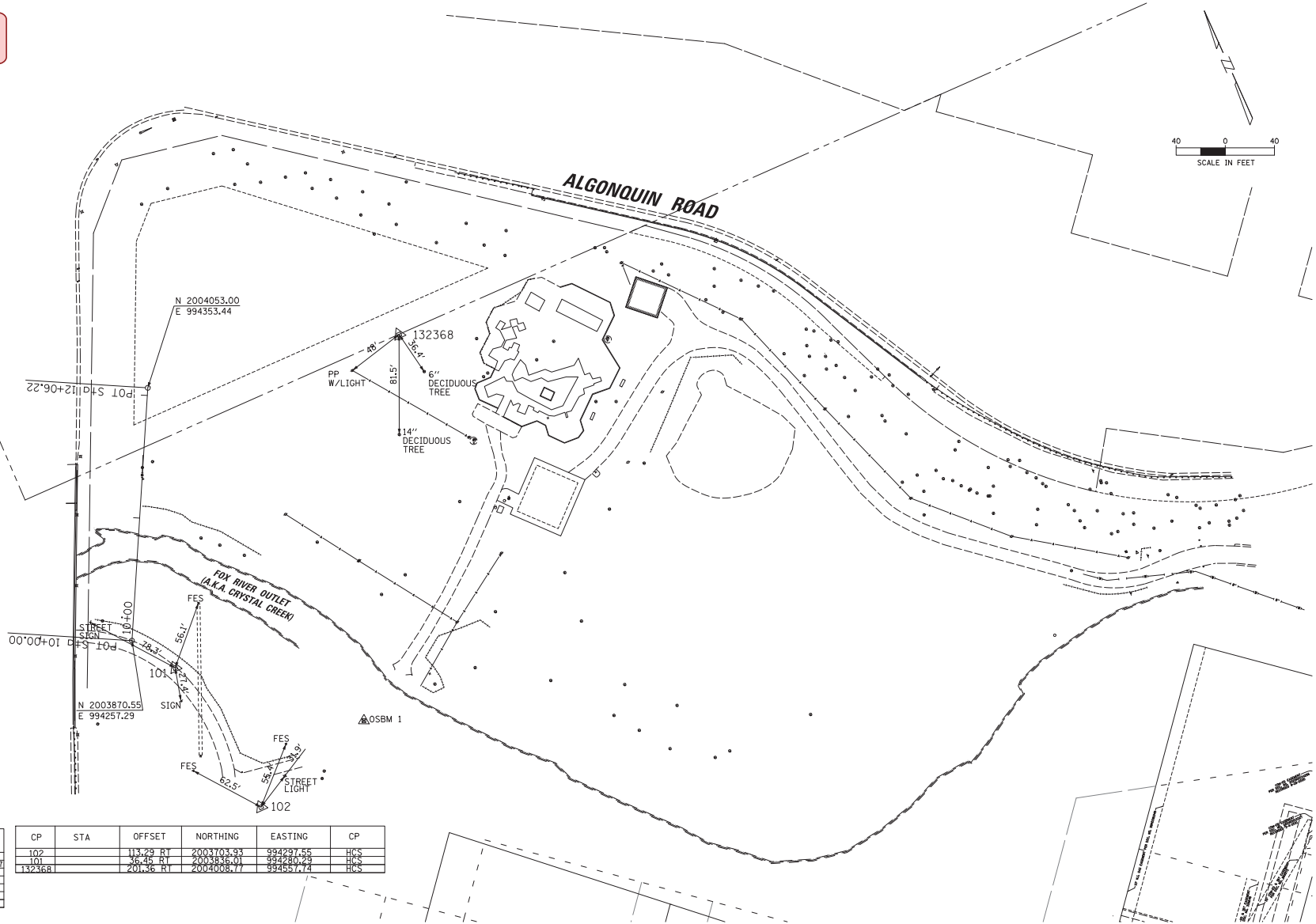
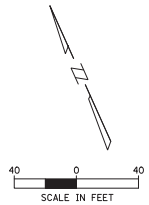
THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION

**LEE M. FELL**  
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

LEE M. FELL  
ENGINEER  
3/10/2023  
DATE

ILLINOIS REGISTRATION No. 062-053708  
EXPIRATION DATE: 11/30/2023

**NOT APPROVED**



ELEVATION BENCHMARKS DATUM: NAVD 88 (GPS OBSERVED)		
NO.	DESCRIPTION	ELEV.
OSBM 1	SQUARE CUT ON WESTERLY CONC. WING WALL 1740.77	
	OF FOOT BRIDGE LOCATED ON THE	
	SOUTHERLY SIDE OF THE BRIDGE APPROX.	
	25' WESTERLY OF PUBLIC RESTROOM	
	BUILDING IN YONKE PARK (REF. JOB	
	010213.00043)	

CP	STA	OFFSET	NORTHING	EASTING	CP
102		113.29 RT	2003703.93	9942297.55	HCS
101		165.46 RT	2003835.01	9942297.29	HCS
132368		201.35 RT	2002008.77	9942517.74	HCS

**CB** CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500



NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	DJK
					DWN.	DJK
					CHKD.	LMF
					SCALE:	40'
					PLOT DATE:	3/10/2023
					CAD USER:	dkleinwachter
						Default

TITLE:		PROJ. NO.
<b>ALIGNMENT, TIES AND BENCHMARKS</b>		070213.00168
		DATE:
		SHEET 4 OF 14
		DRAWING NO.





**NOT APPROVED**

**SOIL EROSION AND SEDIMENT CONTROL GENERAL NOTES**

1. SOIL EROSION AND SEDIMENT CONTROL (SESC) FEATURES MUST BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF DISTURBANCE. SOIL DISTURBANCE MUST BE PHASED OR ENACTED IN SUCH A MANNER AS TO MINIMIZE EROSION. SOIL STABILIZATION MEASURES MUST CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY AND/OR PERMANENT MEASURES.
2. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSTALLED AT A MINIMUM ACCORDING TO THE STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, REVISED TO THE LATEST VERSION AS AMENDED.
3. A COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN MUST BE MAINTAINED ON THE SITE AT ALL TIMES.
3. THE EROSION AND SEDIMENT CONTROLS SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED BASED ON SITE CONDITIONS OR AS DIRECTED BY THE ENGINEER. ALL ADDITIONAL MEASURES MUST BE IN PLACE WITHIN 3 DAYS OF DISTURBANCE AND ANY EMERGENCY SESC MEASURES MUST BE INSTALLED IMMEDIATELY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DIVERT ALL WATER (GROUND, STORM, AND CONSTRUCTION) DURING CONSTRUCTION IN ORDER TO KEEP THE CONSTRUCTION AREAS FREED OF WATER.
5. THE VILLAGE SHALL PROVIDE A QUALIFIED PERSON WHO WILL BE RESPONSIBLE FOR CONDUCTING SITE INSPECTIONS AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM, OR BY THE FOLLOWING BUSINESS OR WORK DAY, THAT IS 0.5 INCHES OR GREATER. INSPECTIONS MUST COMMENCE WHEN CONSTRUCTION ACTIVITIES ARE CONDUCTED, OR IF THERE IS A 0.5 INCH OR GREATER RAIN EVENT, OR DISCHARGE DUE TO SNOWMELT OCCURS.
6. THE MAINTENANCE AND REPAIR OR REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE ENGINEER, WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE ASSOCIATED PAY ITEMS.
7. ALL DISTURBED AREAS SHALL BE RESTORED AS SHOWN IN THE PLANS WITHIN SEVEN (7) DAYS AFTER CONSTRUCTION ACTIVITIES IN THAT AREA HAVE CONCLUDED UNLESS APPROVED BY THE ENGINEER.
8. THE MCHENRY-LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT (MLSWCD) MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION MEETING, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITIES, AND ONE WEEK PRIOR TO THE FINAL INSPECTION.
9. PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS, A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED FOR REVIEW BY THE MLSWCD.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE MLSWCD.
11. DURING DEWATERING OPERATIONS, WATER WILL BE FILTERED, OR PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO STREAMS, WETLANDS, FIELD TILES, OR STORMWATER STRUCTURES ARE PROHIBITED.
12. IT IS THE RESPONSIBILITY OF THE LANDOWNER AND/OR GENERAL CONTRACTOR TO INFORM ANY SUB-CONTRACTOR(S), WHO MAY PERFORM WORK ON THIS SITE/PROJECT, OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND ASSURE COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
13. CONTRACTOR SHALL SUBMIT TO RESIDENT ENGINEER AND WSCSWCD AN IN-STREAM WORK PLAN PRIOR TO BEGINNING WORK. THIS WILL NEED SEPARATE APPROVAL OF PLAN.
14. IF AN AREA IS NOT GOING TO BE WORKED ON FOR MORE THAN (7) DAYS AND IS NOT READY TO BE PERMANENTLY STABILIZED WITH SODDING, SALT TOLERANT, THEN TEMPORARY EROSION CONTROL BLANKET SHALL BE APPLIED.
15. INSTREAM CONSTRUCTION SEQUENCE TO BE DETERMINED BY CONTRACTOR AND PROVIDED TO RESIDENT ENGINEER AND MLSWCD FOR APPROVAL.
16. CONTRACTOR SHALL INSTALL NON-ERODIBLE COFFERDAMS, SUMP PITS, PUMPS, AND ASSOCIATED DEWATERING BMPS PRIOR TO COMMENCING ANY IN-STREAM WORK. IN-STREAM EXCAVATION SHALL OCCUR IN DRY CONDITIONS BEHIND NON-ERODIBLE COFFERDAMS.
17. NON-ERODIBLE COFFERDAMS SHALL REMAIN IN PLACE DURING COMPLETION OF IN-STREAM WORK THROUGH PERMANENT STABILIZATION.

**CB** **CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500



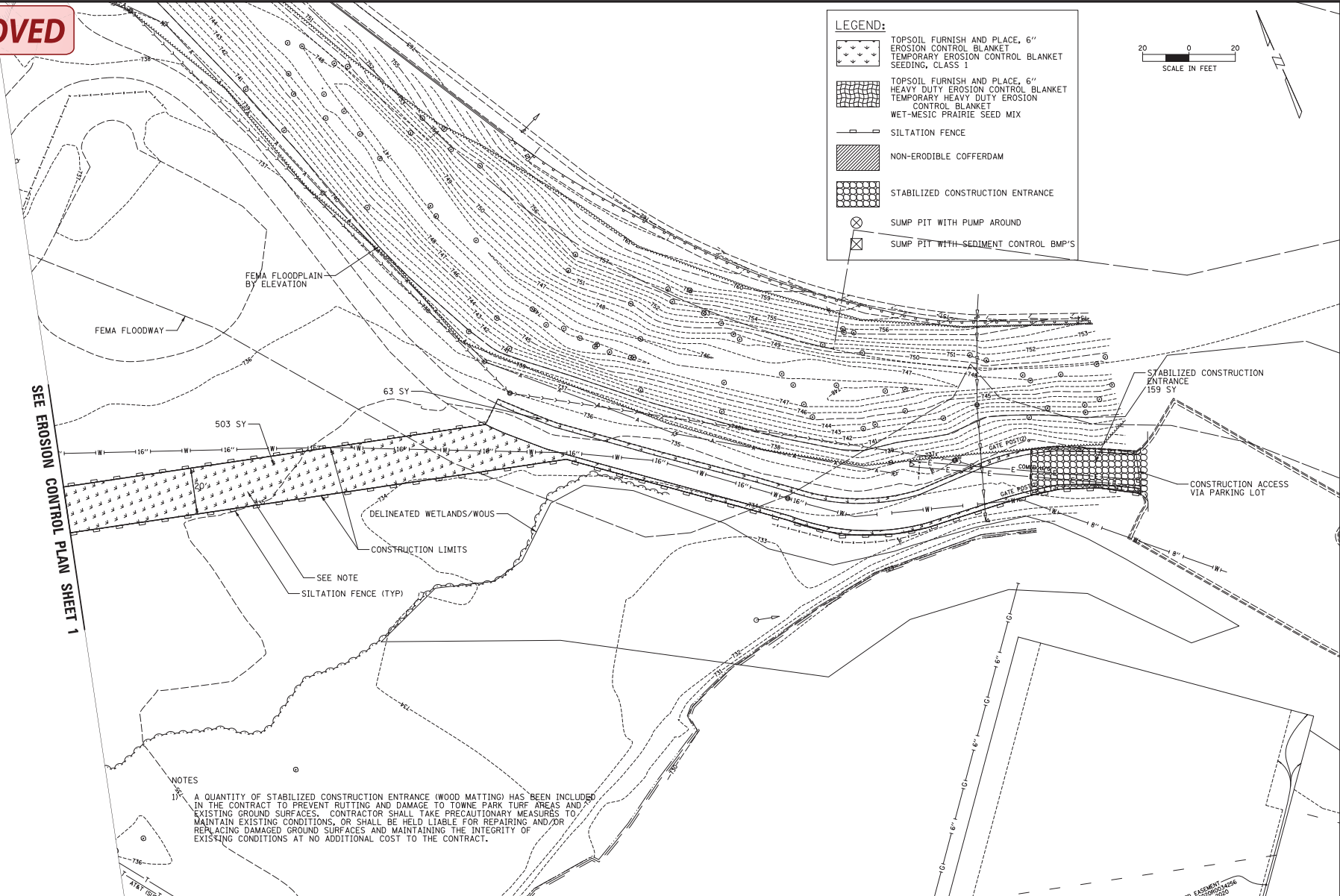
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DSGN.	DJK	TITLE:
DWN.	DJK	
CHKD.	LMF	
SCALE:	N.T.S.	
PLOT DATE:	3/10/2023	
CAD USER:	dkleinwachter	

**GENERAL NOTES**

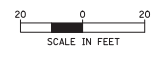
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DATE:	
SHEET	9 OF 14
DRAWING NO.	

**NOT APPROVED**



**LEGEND:**

- TOPSOIL FURNISH AND PLACE, 6" EROSION CONTROL BLANKET, TEMPORARY EROSION CONTROL BLANKET SEEDING, CLASS 1
- TOPSOIL FURNISH AND PLACE, 6" HEAVY DUTY EROSION CONTROL BLANKET, TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET, WET-MESIC PRAIRIE SEED MIX
- SILTATION FENCE
- NON-ERODIBLE COFFERDAM
- STABILIZED CONSTRUCTION ENTRANCE
- SUMP PIT WITH PUMP AROUND
- SUMP PIT WITH SEDIMENT CONTROL BMP'S



SEE EROSION CONTROL PLAN SHEET 1

**NOTES**

A QUANTITY OF STABILIZED CONSTRUCTION ENTRANCE (WOOD MATTING) HAS BEEN INCLUDED IN THE CONTRACT TO PREVENT RUTTING AND DAMAGE TO TOWNE PARK TURF AREAS AND EXISTING GROUND SURFACES. CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO MAINTAIN EXISTING CONDITIONS, OR SHALL BE HELD LIABLE FOR REPAIRING AND/OR REPLACING DAMAGED GROUND SURFACES AND MAINTAINING THE INTEGRITY OF EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE CONTRACT.

**CB** **CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

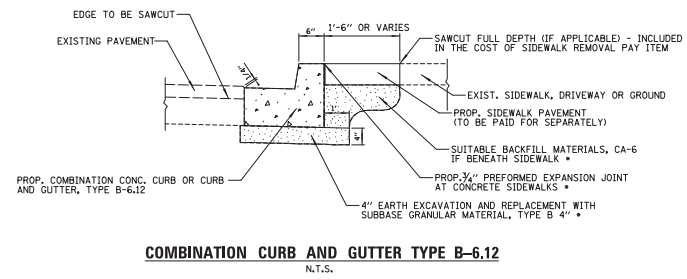
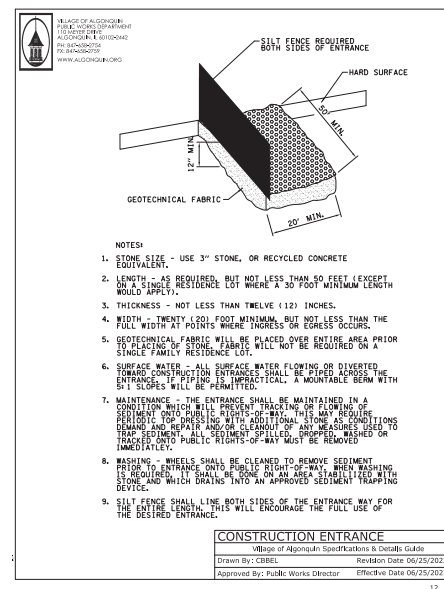
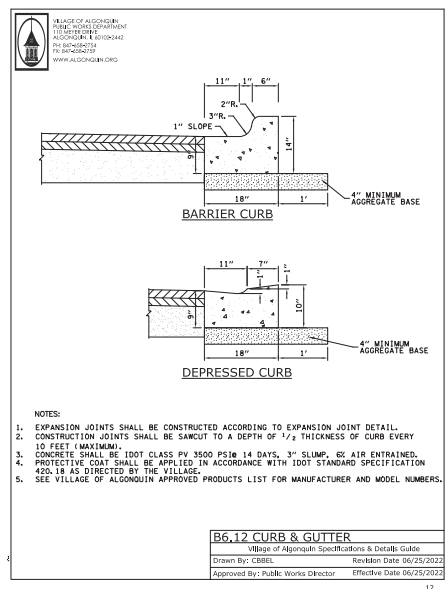
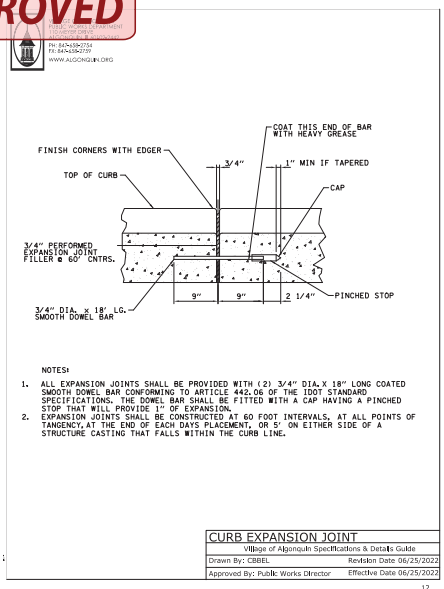
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					CHKD.	LMF		
					SCALE:	20'		
					PLOT DATE:	3/10/2023		
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SHEET 11 OF 14  
DRAWING NO.



**NOT APPROVED**



NOTES:  
 LONGITUDINAL BARS, IF ENCOUNTERED IN THE EXISTING CURB OR CURB AND GUTTER, ARE NOT TO BE REMOVED. CUTTING AND REMOVING LONGITUDINAL BARS SHALL BE INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT.  
 CONTRACTION JOINTS ARE TO BE SPACED EVERY 15 FEET. EXPANSION JOINTS ARE TO BE PLACED EVERY 60 FEET ± FEET EACH SIDE OF CURB STRUCTURES, POINTS-OF-CURVATURE AND POINTS-OF-TANGENCY.  
 \* INCLUDED IN THE COST FOR COMBINATION CONCRETE CURB AND GUTTER

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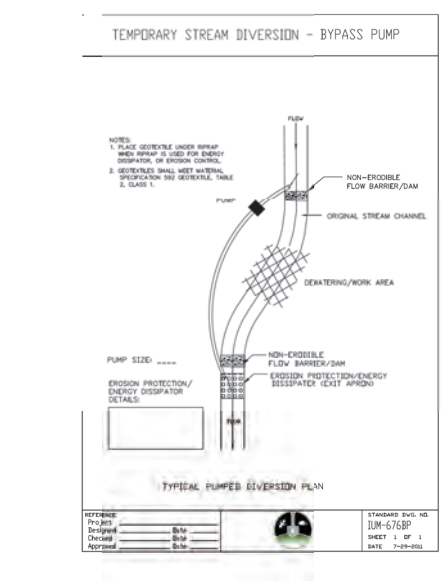
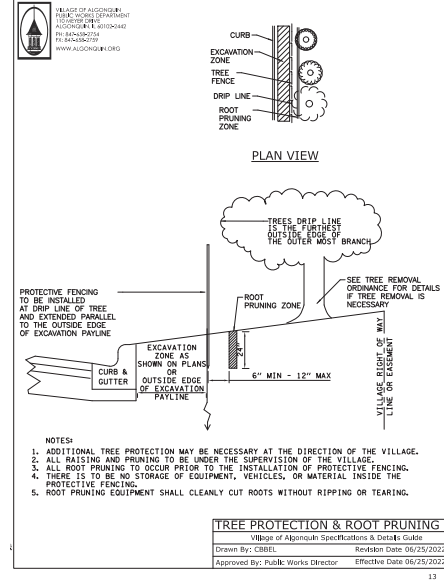
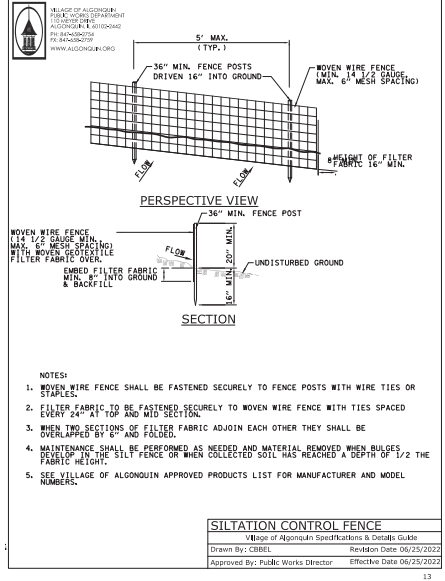
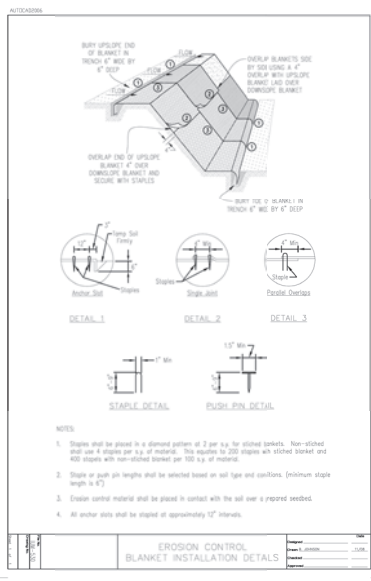
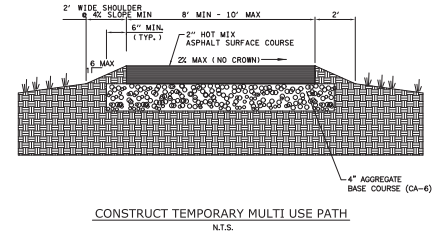
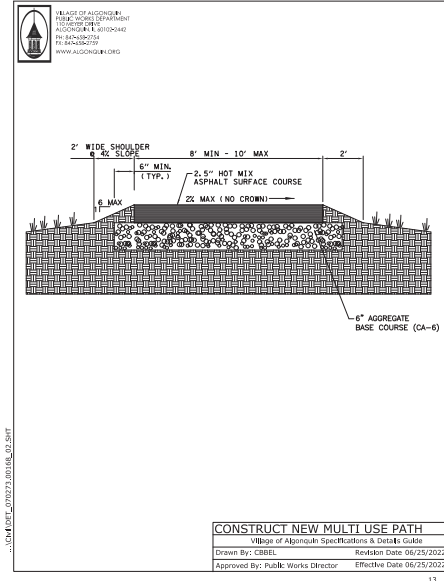
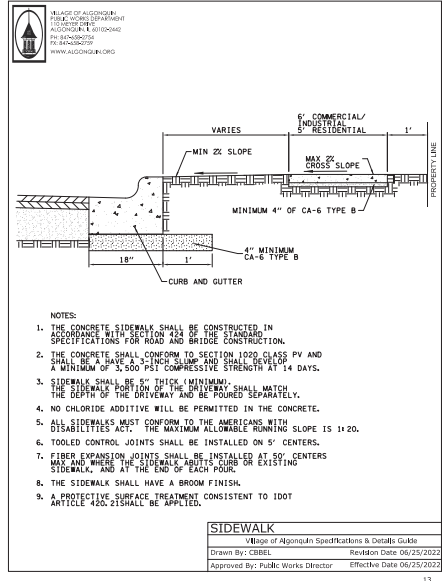
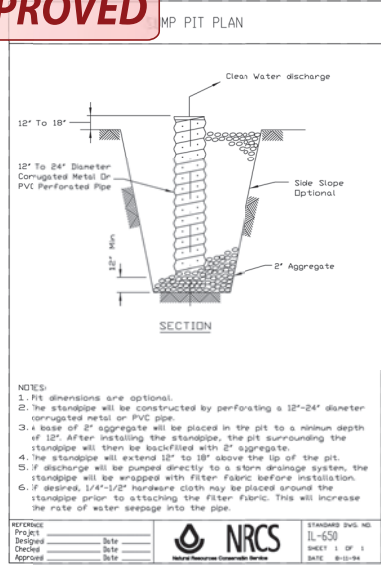


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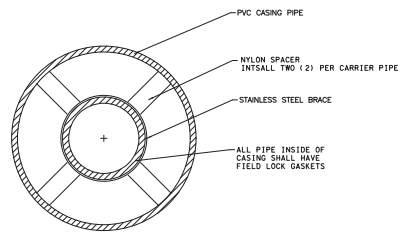
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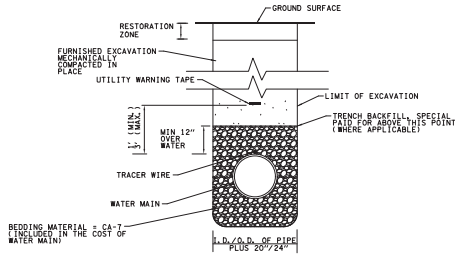
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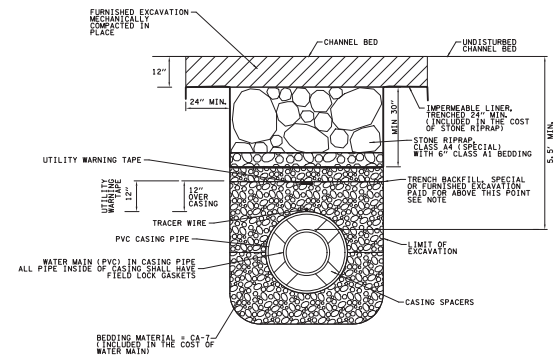
- NOTES
1. CASING PIPE SHALL BE MADE OF PVC IN CONFORMANCE WITH AWWA C905.
  2. ENDS OF CASING PIPE SHALL HAVE A PREFORMED RUBBER SEAL.
  3. ALL CARRIER PIPES INSIDE OF CASING SHALL HAVE RESTRAINED JOINTS.
  4. SEE VILLAGE OF ALGONQUIN APPROVED PRODUCTS LIST FOR MANUFACTURER AND MODEL NUMBERS.

**WATER MAIN (PVC) IN CASING PIPE**  
N. T. S.



MINIMUM TRENCH WIDTH  
PAY LINE PIPE SIZES UP TO 24",  
USE 1.5x PLUS 20"  
OVER 24", USE O.D. PLUS 24"

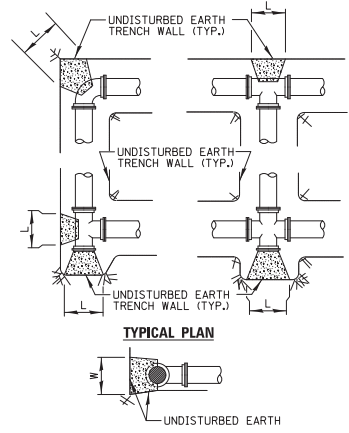
**WATERMAIN INSTALLATION DETAIL  
OUTSIDE CREEK BANKS**  
N. T. S.



MINIMUM TRENCH WIDTH  
PAY LINE PIPE SIZES UP TO 24",  
USE 1.5x PLUS 20"  
OVER 24", USE O.D. PLUS 24"

**WATER MAIN (PVC) IN CASING PIPE  
INSTALLATION DETAIL BELOW CREEKBED**  
N. T. S.

- NOTE: TRENCH BACKFILL, SPECIAL SHALL BE USED ONLY UNDER THE LIMITS OF THE CHANNEL BOTTOM (AS NOTED IN THE PLANS). FURNISHED EXCAVATION SHALL BE USED OUTSIDE CHANNEL BOTTOM LIMITS.



**TYPICAL SECTIONS**

**NOTES:**

1. PROVIDE PRECAST OR CAST-IN-PLACE CONCRETE THRUST BLOCKS OF ADEQUATE SIZE AND THRUST BEARING SURFACE TO PREVENT MOVEMENT OF PIPELINE UNDER PRESSURE. SEE TABLE FOR BEARING SURFACE AREA.
2. PLACE THE BASE AND THRUST BEARING SIDES OF THRUST BLOCK DIRECTLY AGAINST UNDISTURBED EARTH.
3. PLACE THRUST BLOCKING SO THE FITTING JOINTS WILL BE ACCESSIBLE FOR REPAIR.
4. THE LENGTH (L) OF THE THRUST BLOCK SHALL BE APPROXIMATELY TWICE THE WIDTH (W).
5. THRUST BLOCKS ARE BASED ON A 2000 PSF SOIL BEARING LOAD AND 100 PSI THRUST INSIDE THE PIPE.
6. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF NOT LESS THAN 3000 PSI AFTER 28 DAYS.

PIPE SIZE	PIPE BEND IN DEGREES				PLUG OR TEE
	90	45	22.5	11.25	
8"	5 SQ. FT.	3 SQ. FT.	2 SQ. FT.	1 SQ. FT.	3 SQ. FT.
10"	7 SQ. FT.	4 SQ. FT.	2 SQ. FT.	1 SQ. FT.	5 SQ. FT.
12"	10 SQ. FT.	5 SQ. FT.	3 SQ. FT.	2 SQ. FT.	7 SQ. FT.
14"	13 SQ. FT.	7 SQ. FT.	4 SQ. FT.	2 SQ. FT.	9 SQ. FT.
16"	17 SQ. FT.	9 SQ. FT.	5 SQ. FT.	2 SQ. FT.	12 SQ. FT.
20"	26 SQ. FT.	14 SQ. FT.	7 SQ. FT.	4 SQ. FT.	18 SQ. FT.

**BEARING SURFACE AREA TABLE**

**TYPICAL THRUST BLOCK INSTALLATIONS**  
N.T.S.

REQUIRED LENGTH FOR EACH SIDE OF BEND (FT)	8"	10"	12"	16"		
	350 PSI	350 PSI	350 PSI	250 PSI		
DUCTILE IRON FITTING TYPE	VERTICAL UP & VERTICAL DOWN	90° BEND	42	51	60	56
		60° BEND	24	29	35	32
		45° BEND	17	21	25	23
		30° BEND	11	14	16	15
		22.5° BEND	8	10	12	11
		11.25° BEND	4	5	6	5
DUCTILE IRON FITTING TYPE	VERTICAL UP & VERTICAL DOWN	90° BEND	121	148	175	163
		60° BEND	70	85	101	94
		45° BEND	50	61	72	67
		30° BEND	33	40	47	44
		22.5° BEND	24	29	35	32
		11.25° BEND	12	15	17	16
TEE		62	82	117	93	
PLUG (DEAD END)		91	111	131	122	

**NOTES:**

1. ALL D.I. JOINTS SHALL BE RESTRAINED (SEE ABOVE TABLE) USING "FIELD LOK" GASKETS AS MANUFACTURED BY U.S. PIPE OR APPROVED EQUAL.
2. TEES REQUIRE ONLY THE PERPENDICULAR BRANCH TO BE RESTRAINED.
3. ALL PVC FITTINGS SHALL BE RESTRAINED USING MEGALUG RESTRAINT DEVICES OR APPROVED EQUAL.

**THRUST RESTRAINT FOR BURIED WATERMANS AND FORCEMANS**

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## EXHIBIT B

(Page 1 of 1)

### ADDITIONAL CONDITONS

1. Notice Required Prior to Access: It is understood and agreed that aspects of the project will require closure of Towne Park and the Prairie Trail for periods of time and that Permittee shall notify Val Siler, Land Administration & Preservation Manager, via vsiler@mccdDistrict.org at least three full business days prior to date(s) of actual closure with information on not only the closure date(s) but also the planned re-opening schedule, whether that may be for the temporary or final re-opening so that the public may be kept informed through the District's social media.
2. Traffic Control: Permittee shall be responsible for all necessary traffic control and safety measures during dates of use/access including but not limited to appropriate barricades, warning signs to alert any trail users of the presence of any hazards posed by Permittee's vehicles or equipment, warning cones and a flagger(s) as needed to watch for trail users and ensure their safe passage around their vehicles and/or equipment as the case may be.
3. Work Standards: The work contemplated herein shall be completed in a timely and good and workmanlike manner in accordance with the purpose of this permit and as described and depicted in the Activity/Work Plans attached hereto as Exhibit A that has heretofore been approved by the District. Notwithstanding any specifications in said plans for the replacement of the multi-use path, it is understood and agreed that the specifications for the new replacement shall meet or exceed the specifications of the existing trail.
4. Costs and Expenses: All costs and expenses associated with the work contemplated herein shall be paid by the Permittee. Permittee shall not allow any lien(s) to accrue or stand against the Premises in any way connected with or growing out of such work done, labor performed, or materials furnished. In the event that the project and access concludes without all damage being repaired by Permittee, Permittee shall be responsible for all costs to repair any damage to trail surfaces or any other parts of the Premises caused by their activity.
5. Other Permissions: Permittee understands and acknowledges that the rights granted by the District herein to accommodate the special use/access is not in lieu of any other right(s) of entry, easements or other permissions that may be needed from other competent parties that may have jurisdiction.

## EXHIBIT C

(Consisting of 3 Pages.)

### INSURANCE/INDEMNIFICATION REQUIREMENTS

As used herein, "Contractor" shall mean the Permittee, "Owner" shall mean the McHenry County Conservation District and "project" shall mean the Premises under this Permit Agreement.

Contractor shall obtain insurance of the types and in the amounts listed below.

#### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

#### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

#### **C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability

arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### **D. Workers' Compensation Insurance**

Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### **E. General Insurance Provisions**

##### **1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

##### **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it

deems unacceptable.

### **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

### **5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



# 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>	August 8, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP, CEcD
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Comprehensive Plan – Visioning Activity

---

### **BACKGROUND:**

On Tuesday, July 25<sup>th</sup> from 6:00pm – 8:00pm, the Village hosted a Community Visioning Workshop at St. John’s Lutheran Church. The objective of the Community Visioning Workshop was to put pen to paper, meet engaged residents of Algonquin, and have the general public map their vision of the future of the Village.

The workshop began with participants working in groups to create their own maps of the Algonquin community to identify planning priorities, indicate priority areas for future development, and propose projects and improvements. Afterwards, each group shared their “big ideas” with the rest of the group.

Staff estimates almost 50 participants came to take part in the workshop. A more detailed summary of the night and the data collected will be provided to the Joint Review Committee once completed by our consultant, Houseal Lavigne.

### **MEETING ACTIVITY:**

Staff requests that the Committee of the Whole partake in an interactive planning activity, similar to the visioning activity provided at the Community Workshop. The objective of this activity is to create a physical map of the Village that illustrates the strengths, assets, issues, and opportunities for several key topics of interest, as identified by the Committee.

### **ATTACHMENTS:**

Exhibit A – Community Visioning Workshop\_Activity Packet

Exhibit B – Community Visioning Workshop\_Presentation to Participants



Group #

# Community Visioning Workshop

Village of Algonquin Comprehensive Plan

Tuesday, May 25, 2023 | 6:00-8:00 p.m.

The new Comprehensive Plan will guide the Village for the next 20 years, resulting in a set of policies that direct future growth and development. The creation of the Plan will lead to potential strategies that will help effectively guide Village leaders as they make substantive and thoughtful decisions for the community.

It is important that residents, businesses, and other stakeholders participate in the development of the Comprehensive Plan to craft a community-based vision for Algonquin.

## Mapping Exercise Agenda

- Break into small groups for visioning and mapping exercise
- Introduce yourselves (name and where you live or work)
- Designate a scribe to take detailed notes in your packets
- Designate a spokesperson to present your ideas at the end of the workshop
- The Project Team will write your Group # on the map and on the packet
- Identify legend colors and work on the mapping exercise with your group (45 minutes)
- Present your map to the room and see what other groups came up with (15-20 minutes)
- Have FUN!

## Visioning Topics

Identify strengths, assets, issues, and opportunities on your map for each of the following Visioning Topics.

*Be sure to write your notes in this packet and on the map throughout the process.*

1. Housing and Residential Areas
2. Commercial Areas
3. Office and Industrial Areas
4. Vehicular Transportation
5. Bike and Pedestrian Transportation
6. Community Facilities and Infrastructure
7. Parks, Recreation, and Environmental Features
8. Other

Group #

## Housing/Residential Areas

Examples/Things to Consider: What types of housing are needed and where should they be located? Are there any areas in need of improved property maintenance or code enforcement? Are there any residential areas to target for reinvestment? Are there desired locations for senior housing, affordable housing, etc.?

## Commercial Areas

Examples/Things to Consider: What types of commercial development should there be? Where are desired locations for new commercial development? Are there any key redevelopment opportunity sites? What are some examples of quality development?

## Office and Industrial Areas

Examples/Things to Consider: Where are desired locations for industrial uses (e.g., manufacturing, warehousing, and logistics)? Where are desired locations for office or business park development? Are there existing offices or industrial areas in need of reinvestment? Is there a need to mitigate the impacts of office or industrial uses on surrounding areas?

## Vehicular Transportation

Examples/Things to Consider: Where should new street connections go? Is there a need for EV charging stations? Where are roadway or intersection improvements needed? Is there a need for public transit (e.g., bus routes, bus stops, park and ride locations, shuttle circulators)?

Group #

## Bike/Pedestrian Transportation

Examples/Things to Consider: Where should new trails or bike routes go? Are there any areas that need sidewalks? Are there any intersections or roadways that need improvements for pedestrian safety? Is there a desire for other mobility options such as scooters or E-bikes?

## Community Facilities and Infrastructure

Examples/Things to Consider: What are desired locations for improved or expanded Village services? What areas are in need of improved infrastructure? Where should new community facilities (e.g., libraries, fire stations, recreation centers, etc.) be located? Are there historic buildings, structures, or locations that should be preserved?

Group #

## Parks, Recreation, and Environmental Features

Examples/Things to Consider: Are there locations for future parks or recreation facilities? What natural areas of the Village should be preserved? Are there areas of the Fox River that can be improved or enhanced?

## Other

This category is a catch-all for anything else you would like to include that is not covered by the topics above.





*Village of Algonquin*

# COMPREHENSIVE PLAN

JULY 25, 2023 | COMMUNITY VISIONING WORKSHOP

# Project Team



Brandon Nolin, Practice Lead  
Principal Oversight

Trisha Parks, Senior Planner  
Project Manager

Jack Carso, Planner I  
Lead Planner



Expect More. Experience Better.

Justin Opitz & Jake Panter  
Transportation and Infrastructure





# Agenda

- Project Overview
- Visioning Workshop Exercise
- Next Steps



# PROJECT OVERVIEW



# About the Comprehensive Plan

- A “Blueprint” for the next two decades
- Identifies community desires, needs, and aspirations
- Foundation for decision-making on growth and development
- Guides a broad range of topics (policy)

# Planning Process

Task 1: Kick-off & Existing Conditions

Task 2: Public Engagement

Task 3: Plan Visioning & Key Recommendations

Task 4: Subarea Framework Plans

Task 5: Draft Comprehensive Plan Elements

Task 6: Draft and Final Comprehensive Plan

# Planning Process

Task 1: Kick-off & Existing Conditions

Task 2: Public Engagement

**Task 3: Plan Visioning & Key Recommendations**

Task 4: Subarea Framework Plan

Task 5: Draft Comprehensive Plan Elements

Task 6: Draft and Final Comprehensive Plan

# Outreach Events

- Department Heads Workshop
- Joint Committee Workshop
- Key Stakeholder Interviews
- Business Community Workshop
- Economic Development Workshop
- Online Community Survey **(ongoing)**
- map.social **(ongoing)**
- Community Open House **(upcoming)**

# WORKSHOP EXERCISE



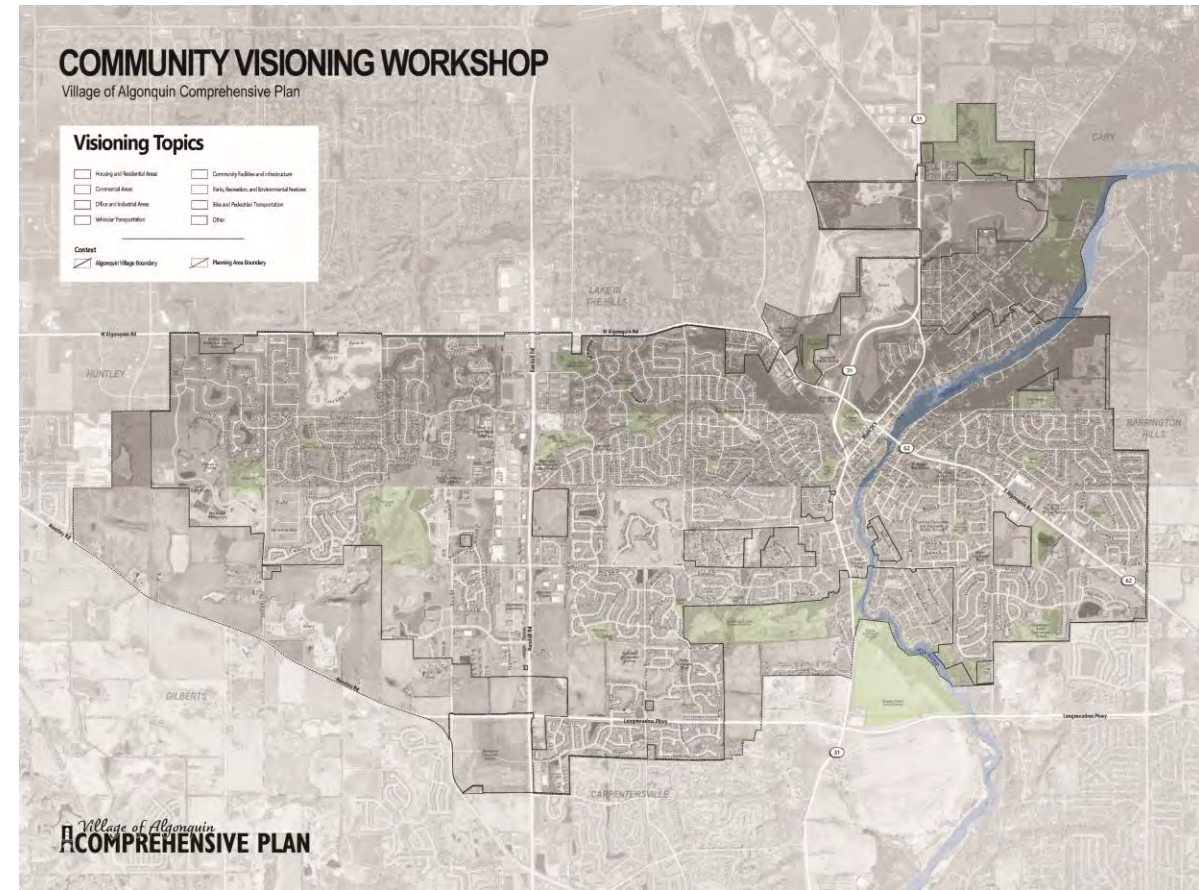
# Workshop Instructions

1. Designate **someone to take detailed notes** in your packets
2. Designate your **spokesperson to present** your ideas
3. Write your **Group #** on the map and on the packet
4. Identify **legend colors** and work on the **mapping exercise** with your group
5. Small groups **present each map** to the room
6. Have **FUN!**



# Visioning Topics

1. Housing and Residential Areas
2. Commercial Areas
3. Office and Industrial Areas
4. Vehicular Transportation
5. Bike and Pedestrian Transportation
6. Community Facilities and Infrastructure
7. Parks, Recreation, and Environmental Features
8. Other





**NEXT STEPS**



# Next Steps

Task 1: Kick-off & Existing Conditions

Task 2: Public Engagement

## **Task 3: Plan Visioning & Key Recommendations**

**Vision Statement and Guiding Principles**

**Key Recommendations Memo**

Task 4: Subarea Framework Plans

Task 5: Draft Comprehensive Plan Elements

Task 6: Draft and Final Comprehensive Plan

# [hla.fyi/AlgonquinCompPlan](http://hla.fyi/AlgonquinCompPlan)

## Village of Algonquin COMPREHENSIVE PLAN



The Village of Algonquin is creating its new Comprehensive Plan, a roadmap for the Village to direct future growth and development over the next 20 years. Your participation is key in the creation of the Plan—join us and tell us your vision! Click "Learn More" for more information.

[Learn More](#)

### Get Involved with the Planning Process!



#### [Community Meetings](#)

The Algonquin Comprehensive Plan cannot be completed without the participation of residents, property owners, and other stakeholders from throughout the community. Your input and ideas are important, and the City needs to hear what you have to say.

Stay tuned for announcements for future Community Workshops and Meetings!

[Algonquin Community Events](#)



#### [Online Survey](#)

If you are a resident, business owner or operator, property owner, developer, or community stakeholder of the Village, we encourage you to complete the **Community Survey**. The questionnaire contains questions about important issues and opportunities facing Algonquin that the Comprehensive Plan planning process should address. Your feedback is essential to creating a successful plan for our community!



#### [map.social](#)

**map.social** is a fun and engaging online tool where you can map issues and opportunities within Algonquin! Just drop a point and enter your comment. map.social allows thousands of points of interest to be identified, categorized, and mapped, bringing together ideas in a way never before possible.

[Algonquin map.social](#)

# [hla.fyi/AlgonquinCompPlan-Survey](https://hla.fyi/AlgonquinCompPlan-Survey)



## Community Survey

The Village of Algonquin is currently working with the community to update its Comprehensive Plan. The Comprehensive Plan will serve as an important guide for decision making related to land use and development, transportation, community facilities, and parks and natural features.

**We invite you to participate in our community's planning process!** The results of this community survey will be summarized and documented for use in preparing the Comprehensive Plan and for other community decision-making purposes. Your participation and input will be a valuable resource for our community. Please take the time to carefully read each question and answer it as accurately as possible. The survey should take less than 10 minutes to complete.

Next

Page

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A preview of the survey form. The top section is titled "Housing and Residential Areas" and contains a sub-section "Strengths and Weaknesses". It asks respondents to rate various aspects of housing and residential areas as a strength, weakness, or neutral. The sub-section "Housing Quality" asks for the overall quality of housing stock. The bottom section is titled "Business Community Questions" and includes a question about the name and address of the respondent's business, a question about whether they live in Algonquin, and a question about where their business is located in Algonquin.

	Strength	Weakness	Neutral
Character of residential neighborhoods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Quality of housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Range of housing options	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Housing options for seniors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Housing that appeals to young professionals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Housing that appeals to new families	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The value and cost of homes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Availability of affordable housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

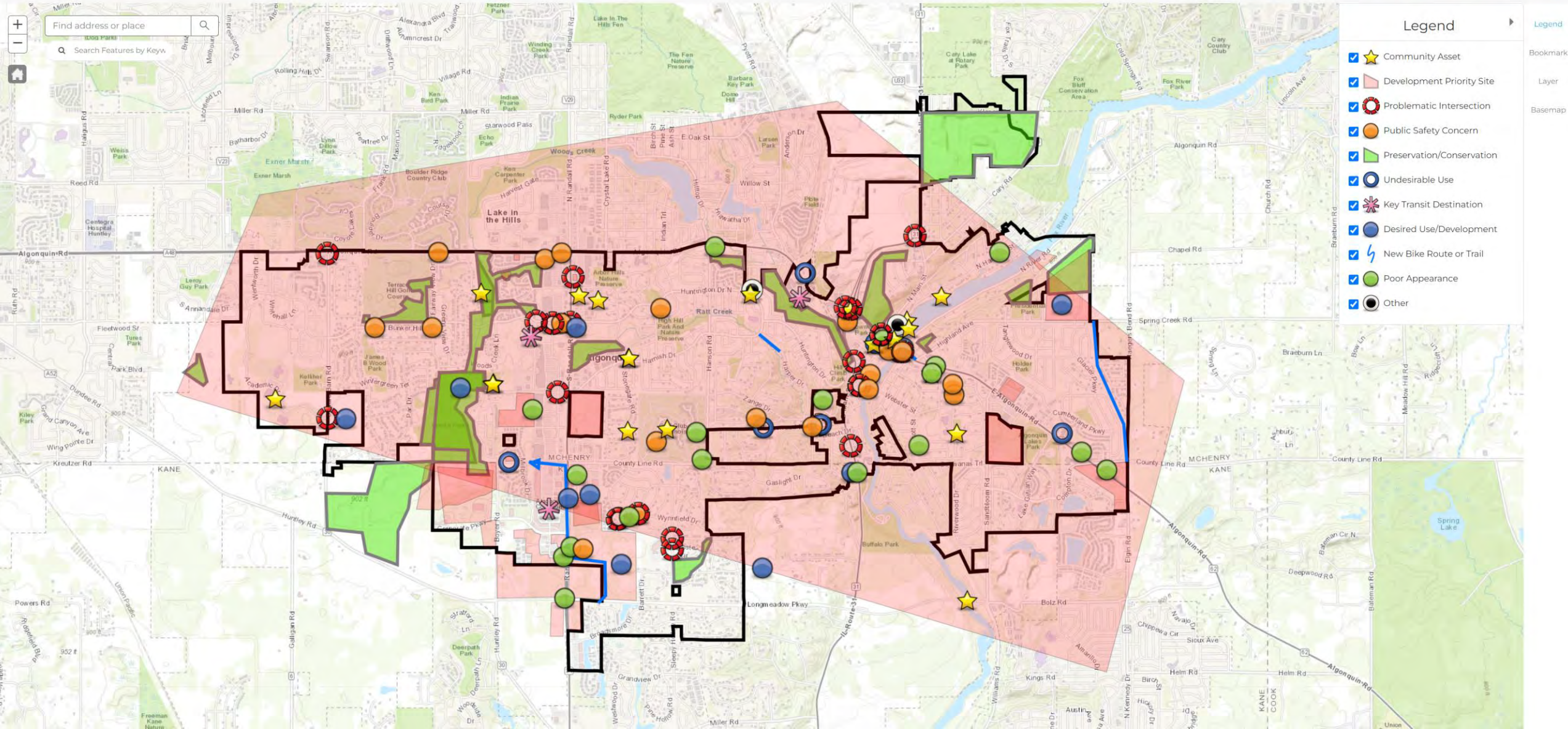
**Business Community Questions**

What is the name and address of your business? (Optional)

Do you live in Algonquin?

Where is your business?

# hla.fyi/AlgonquinCompPlan-Map



**THANK YOU**

