

AGENDA  
COMMITTEE OF THE WHOLE  
December 20, 2022  
2200 Harnish Drive  
Village Board Room  
7:45 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
  - A. Consider a Business Development Agreement by and Between the Village of Algonquin and Kensington Enclave, LLC, an Illinois LLC
  - B. Consider the Preliminary and Final Planned Development and Special Use for a Minor Motor Vehicle Repair Facility for Belle Tire on Lot 2 of the Enclave
  - C. Consider the Final Planned Development for Portillo's on Lot 8 of the Enclave
4. **General Administration**
  - A. Presentation - Algonquin Cemetery Columbarium
5. **Public Works & Safety**
  - A. Consider an Agreement with H&H Electric for the 2023 Street Light Maintenance
6. **Executive Session** (If needed)
7. **Other Business**
8. **Adjournment**



# Village of Algonquin

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

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	December 20, 2022
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Business Development Agreement by and between the Village of Algonquin and Kensington Enclave, LLC

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### **ACTION REQUESTED:**

Kensington Enclave, LLC, is requesting an incentive package to assist with the construction of a multi-outlot development at the southwest corner of Randall Road and Commons Drive. The development would include the construction of Raising Cane's, Belle Tire, BJ's Brewhouse, Cooper's Hawk, and Portillo's if approved.

### **DISCUSSION:**

Kensington Enclave, LLC, has requested an incentive package to assist them with the construction of a multi-out lot commercial development at the southwest corner of Randall Road and Commons Drive. Without the Village's assistance, the project would not be feasible. The package is structured as a sales tax rebate with the option to pay in full, up front after the Village receives all permit and tap-on fees, and a performance schedule that Kensington Enclave LLC must meet, therefore the incentive is tied to Kensington's performance. The basic terms are:

- The Village will provide a total tax rebate to Kensington Enclave LLC of \$554,332.35
- Kensington Enclave LLC will be entitled to various portions of the total tax rebate on a pro-rata-share basis for the users on Lots 1, 5, and 8.
- The Village has the option to make one-time payments in-lieu of a sales tax agreement, saving the Village interest on the rebate payments.
- A performance schedule is included that would nullify the agreement should certain deliverables not be accomplished by certain dates.

### **RECOMMENDATION:**

Staff recommends approval of an Ordinance approving the Business Development Agreement, subject to attorney review.

### **ATTACHMENTS:**

Business Development Agreement by and between the Village of Algonquin and Kensington Enclave, LLC

## **BUSINESS DEVELOPMENT AGREEMENT**

THIS BUSINESS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Algonquin, Kane and McHenry Counties, Illinois, an Illinois home rule municipal corporation duly organized and existing under the laws of the State of Illinois (“Village”), and Kensington Enclave, LLC, an Illinois limited liability company (“Kensington”).

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing and the promises hereinafter set forth, it is mutually agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference as if fully set forth herein.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.
  - a. **Category 1 Restaurant’s Maximum Rebate Amount** shall mean \$279,077.67
  - b. **Category 2 Restaurant’s Maximum Rebate Amount** shall mean \$84,105.59
  - c. **Category 3 Restaurant’s Maximum Rebate Amount** shall mean \$191,149.09
  - d. **Lot 1** shall mean Lot 1 on the Final Plat of Subdivision for The Enclave as prepared by Compass Surveying project no. 22.0139-01.
  - e. **Lot 5** shall mean Lot 5 on the Final Plat of Subdivision for The Enclave as prepared by Compass Surveying project no. 22.0139-01.
  - f. **Lot 8** shall mean Lot 8 on the Final Plat of Subdivision for the Enclave as prepared by Compass Surveying project no. 22.0139-01.
  - g. **Payment Date** shall mean that date which is within 60 days of the last to occur of i) the receipt of the necessary documentation from the Illinois Department of Revenue (or “IDOR”) to establish the amount of Sales Taxes collected from, and paid to the State, by each Restaurant in accordance with terms and conditions of this Agreement and ii) the actual receipt by the Village from the IDOR of the total amount of the Village’s periodic distributive share of such Sales Taxes collected from, and paid to the State by, each Restaurant in accordance with the terms and conditions of this Agreement. Based on information provided to the Village by the IDOR, the Village anticipates that the IDOR will provide the relevant documentation to establish the amount of Sales Taxes collected and paid to the State of Illinois by each Restaurant three times per year: in June (for tax collections made during the preceding January through April), October (for tax collections made during the preceding May through

August) and February (for tax collections made during the preceding September through December).

- h. **Category 1 Restaurant** shall mean a sit-down restaurant and winery featuring its own proprietary label of wines and a wine club and for which there is no presently existing restaurant in the Village.
- i. **Category 2 Restaurant** shall mean a fast food, sit-down restaurant and drive through featuring chicken fingers for which there is no presently existing restaurant in the Village.
- j. **Category 3 Restaurant** shall mean a sit-down restaurant with a drive through which features Chicago-style food, including hog dogs, burgers, Italian beefs, shakes and chocolate cakes, whose stock is publicly traded and for which there is no presently existing restaurant in the Village.
- k. **Restaurant** shall mean any Category 1 Restaurant, Category 2 Restaurant or Category 3 Restaurant.
- l. **Sales Taxes** shall mean the sum of taxes imposed from time to time by the State as a retailers' occupation tax, service occupation tax, use tax, service use tax or any other so-called "sales tax" or similar tax that are paid to the State and received to the Village (but excluding any and all home rule sales taxes imposed from time to time by and paid to the Village such as the Village's Home Rule Municipal Retailers Tax or the Home Rule Municipal Service Occupation Tax, which are currently assessed at  $\frac{3}{4}\%$  rates, by the State).
- m. **Sales Tax Rebate** shall mean the amount of the portion of the Sales Taxes to be paid by the Village to Kensington, if any, pursuant to and under the terms and conditions set forth in this Agreement.
- n. **State** shall mean the State of Illinois.
- o. **IDOR** shall mean the Illinois Department of Revenue.

3. **Payment of Water and Sewer Tap on Fees by Kensington; Partial Payment Amounts by the Village.**

A. **Category 1 and Category 3 Restaurants.** In the event that (i) a Category 1 Restaurant is: (a) constructed on Lot 5 (b) with a projected water usage population equivalent (P.E.) of 73; and (c) completed such that it qualifies and receives a temporary certificate of occupancy from the Village and (d) opens to the public for business; and (ii) a Category 3 Restaurant is: (a) constructed on Lot 8, (b) with a projected water usage population equivalent (P.E.) of 50; and (c) completed such that it qualifies and receives a temporary certificate of occupancy from the Village and (d) opens to the public for business; and (iii) Kensington pays to



the Village the combined water and sewer tap on fee in the amount of \$496,182 for such Category 1 and Category 3 Restaurants, alone, then the Village shall have the choice of either (x) promptly paying Kensington the Category 1 Restaurant's Maximum Rebate Amount and the Category 3 Restaurant's Maximum Rebate Amount ( $\$279,077.67 + \$191,149.09 = \$470,226.76$  combined), with no interest accruing thereon, or (y) paying the Category 1 Restaurant's Maximum Rebate Amount and the Category 3 Restaurant's Maximum Rebate Amount through the Sales Tax generated from the Category 1 and Category 3 Restaurants alone which the Village receives during the Rebate Term, as defined in Section 8 of this Agreement, with simple interest accruing on the outstanding, unpaid portion of the Category 1 Restaurant's Maximum Amount and the Category 3 Restaurant's Maximum Rebate Amount at the annual rate of 16% In the event that Kensington does not close on the purchase of the Enclave Property, 21.419 acres at the southeast corner of Randall Road and Commons Drive, said development being referred to as The Enclave and legally described in Exhibit A attached hereto and incorporated herein ("The Enclave Property") on or before August 15<sup>th</sup>, 2023, or if Kensington does not commence vertical construction on the Category 1 and Category 3 Restaurants within eighteen (18) months of closing on the purchase of the Enclave Property, this agreement is null and void.

B. **Category 2 Restaurant.** In the event that a Category 1 Restaurant and Category 3 Restaurant have been established matching each of the criteria and conditions in paragraph 3(A), and a Category 2 Restaurant is (i) constructed on Lot 1, (ii) with a projected water usage population equivalent (P.E.) of 22 (iii) completed such that it qualifies for and receives a temporary certificate of occupancy from the Village and Kensington has paid to the Village a combined water and sewer tap on fee of \$88,748 for such Category 2 Restaurant to the Village, then the Village shall have the choice of either (x) promptly paying Kensington the Category 2 Restaurant's Maximum Rebate Amount, with no interest accruing on such Category 2 Restaurant's Maximum Rebate Amount (\$84,105.59) or (y) paying the Category 2 Restaurant's Maximum Rebate Amount by rebating the Sales Tax generated from the Category 2 Restaurant alone which the Village receives during the Rebate Term, as defined in Section 8 of this Agreement with simple interest accruing on the outstanding, unpaid portion of the Category 2 Restaurant's Maximum Rebate Amount at the annual rate of 16%. In the event that Kensington does not close on the purchase of the Enclave Property, 21.419 acres at the southeast corner of Randall Road and Commons Drive, said development being referred to as The Enclave and legally described in Exhibit A attached hereto and incorporated herein ("The Enclave Property") on or before August 15<sup>th</sup>, 2023, or if Kensington does not commence vertical construction on the Category 1 and Category 3 Restaurants within eighteen (18) months of closing on the purchase of the Enclave Property, this agreement is null and void.

4. **Termination of Any Sales Tax Rebate Obligations.**

A. In the event that Kensington does not close on the purchase of the Enclave Property, 21.419 acres at the southeast corner of Randall Road and Commons Drive, said development being referred to as The Enclave and legally described in Exhibit A attached hereto and incorporated herein ("The Enclave Property") on or before August 15<sup>th</sup>, 2023, or if Kensington does not commence vertical construction on the Category 1 and Category 3 Restaurants within

eighteen (18) months of closing on the purchase of the Enclave Property, this agreement is null and void.

B. In the event that the Village has elected to pay Kensington a Category 1, 2, or 3 Restaurant's Maximum Rebate Amount that is due Kensington through a Sales Tax Rebate in accordance with paragraph 3 for a Category 1 Restaurant, Category 2 Restaurant, or Category 3 Restaurant, the obligation of the Village to pay any portion of the Sales Tax Rebate as well as any interest on the outstanding, unpaid portion of the Category 1, 2, or 3 Restaurant's Maximum Rebate Amount as, as the case may be, shall terminate upon the expiration of the Rebate Term of this Agreement as set forth in Section 8 below. Notwithstanding the foregoing, upon expiration of such Rebate Term, the Village shall pay to Kensington the unpaid portion of the Sales Tax Rebate owed to Kensington at such time from the Sales Taxes allocated to the applicable Restaurant alone. Nothing in this Agreement shall obligate the Village to make any payment toward the Sales Tax Rebate or interest on the outstanding, unpaid portion of the Category 1, 2, or 3 Restaurant's Maximum Rebate Amount, as the case may be from any source of funds other than the Sales Taxes as specifically provided in paragraph 3.

C. In the event that the Village has elected to pay Kensington a Category 1, 2, or 3 Restaurant's Maximum Rebate Amount through a Sales Tax Rebate in accordance with paragraph 3 for a Category 1 Restaurant, Category 2 Restaurant, or Category 3 Restaurant that is due Kensington, the obligation of the Village to pay the Sales Tax Rebate or applicable interest relative to a given Restaurant shall likewise terminate relative to any revenues that the Village receives from Sales Taxes from any Restaurant that previously met each of the relevant conditions precedent in paragraph 3 for a Category 1, 2, or 3 Restaurant's Maximum Rebate Amount, as the case may be, if, at any time after opening to the public such Restaurant, any such Restaurant ceases to operate for a period of sixty (60) calendar days or more, unless the Restaurant closure is due to a remodeling or renovation of the Restaurant.

D. In the event that the Village has elected to pay Kensington a Category 1, 2, or 3 Restaurant's Maximum Rebate Amount, as the case may be through a Sales Tax Rebate in accordance with paragraph 3 for a Category 1 Restaurant, Category 2 Restaurant, or Category 3 Restaurant, the Village shall have no further obligations under the terms of this Agreement relative to such Category 1 Restaurant, Category 2 Restaurant, Category or 3 Restaurant other than to pay the Sales Tax Rebate and the applicable interest from the Sales Taxes arising from the applicable Restaurant during the Rebate Term, which have not yet been paid to Kensington prior to the date of expiration of this Agreement which obligation shall survive the expiration of this Agreement.

E. In the event that the Village has elected to pay Kensington a Category 1, 2, or 3 Restaurant's Maximum Rebate Amount, as the case may be through a Sales Tax Rebate in accordance with paragraph 3 for a Category 1 Restaurant, Category 2 Restaurant, or Category 3 Restaurant Kensington and the Village acknowledge that the Village's obligation hereunder to pay the Sales Tax Rebate assumes that, and is conditioned upon, the current provisions of Illinois law concerning the payment of a distributive share to the Village of the Sales Taxes by the State or the IDOR ("Sales Tax Distribution Law") will continue to exist in the same or substantially the same form during the term of this Agreement, but further acknowledge that the Illinois General Assembly has from time to time considered modifying or repealing the Sales Tax Distribution Law. In the event that the State amends or repeals the Sales Tax Distribution Law in any way that eliminates the distribution of any of the Sales Taxes to the Village, or that modifies the distribution

of any of the Sales Taxes to the Village in any way that prevents the Village and Kensington from determining with a reasonable degree of certainty the amount of Sales Taxes generated by each of the Restaurants that previously satisfied the relevant conditions precedent in paragraph 3 and paid to the Village, the obligation of the Village hereunder to pay any Sales Tax Rebate, as well as any interest on the outstanding, unpaid portion of the Category 1, 2, or 3 Restaurant's Maximum Rebate Amount shall terminate and the remaining outstanding balance due to Kensington per this Agreement will become an immediate debt obligation of the Village to pay to Kensington within sixty (60) days.

5. **Limitation of the Village Responsibilities.** In the event that the Village has elected to pay Kensington for a Category 1, 2, or 3 Restaurant's Maximum Rebate Amount, through a Sales Tax Rebate pursuant to this Agreement, the Village shall have no obligation to incur any expense or pay any amount in excess of the Sales Tax Rebate.

**IN THE EVENT THAT THE VILLAGE HAS ELECTED TO PAY KENSINGTON FOR A CATEGORY 1, 2, or 3 RESTAURANT'S MAXIMUM REBATE AMOUNT, THROUGH THE PAYMENT OF THE SALES TAX REBATE UNDER THIS AGREEMENT SUCH SALES TAX REBATE SHALL NOT BE A GENERAL DEBT OR OBLIGATION DUE AND OWING FROM THE VILLAGE OR CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS BUT SHALL BE PAYABLE SOLELY OUT OF THE SALES TAXES PAID BY EACH RESTAURANT AS SPECIFICALLY SET FORTH IN PARAGRAPH 3 (EXCLUDING ALL HOME RULE SALES TAXES) AFTER COLLECTION OF THE SAME AS SET FORTH HEREIN. THE MAXIMUM REIMBURSEMENT AMOUNT THAT THE VILLAGE SHALL PAY TO KENSINGTON UNDER THIS AGREEMENT SHALL BE THE CATEGORY 1 RESTAURANT'S MAXIMUM REBATE AMOUNT, THE CATEGORY 2 RESTAURANT'S MAXIMUM REBATE AMOUNT, OR THE CATEGORY 3 RESTAURANT'S MAXIMUM REBATE AMOUNT IF EACH RESTAURANT MEETS EACH OF THE RELEVANT CONDITIONS PRECEDENT FOR SUCH REBATES AS SET FORTH IN PARAGRAPH 3 HEREIN AND FOR WHICH THE VILLAGE HAS ELECTED TO PAY THROUGH A SALES TAX REBATE AS WELL AS APPLICABLE INTEREST AS SET FORTH IN THIS AGREEMENT.**

6. **Forms; Submission of Required Information.** In the event that the Village has elected to pay Kensington for a Category 1 Restaurant's Maximum Rebate Amount, Category 2 Restaurant's Maximum Rebate Amount, or Category 3 Restaurant's Maximum Rebate Amount through a Sales Tax Rebate, Kensington shall cause the preparation and submission of such form(s) as may be required from time to time by the IDOR by each of the Restaurants for which a Sales Tax Rebate is sought in order to release all gross revenue and sales tax information to the Village or directly prepare and submit the same (as applicable). Kensington shall require each applicable Restaurant for which a Sales Tax Rebate is sought to provide written consent to the Village obtaining the relevant sales and Sales Taxes information from the State. The Village shall use the information provided by each Restaurant and/or the State to calculate the payments to be provided to Kensington. Kensington hereby acknowledges that the Village shall have no obligation to rebate any Sales Taxes under this Agreement unless it can verify the appropriate amount to be paid, pursuant to the information to be supplied to the Village under this Agreement. The failure of the Village to rebate Sales Taxes or to pay the Sales Tax Rebate or to pay the Category 1 Restaurant's Maximum Rebate Amount, Category 2 Restaurant's Maximum Rebate Amount, or Category 3

Restaurant's Maximum Rebate Amount under this Agreement due to the failure of Kensington to discharge its duties hereunder, including requiring each applicable Restaurant to provide the necessary consent to the Village to obtain the information that it needs to perform its calculations hereunder, shall not be deemed a breach of this Agreement by the Village.

Kensington shall cause each Restaurant to provide to the Village, to the extent a Sales Tax Rebate is being sought for a given Restaurant, with a durable power of attorney enabling the Village to obtain certified reports from the Illinois Department of Revenue, Illinois Department of Revenue document "Authorization to Release Sales Tax Information to Local Governments", or any other such authorization necessary to enable the Village to obtain certified reports from the Illinois Department of Revenue, verifying the taxable sales by each Restaurant for which a Sales Tax Rebate is due for each calendar year.

Kensington covenants and agrees that it will use reasonable efforts to cause each Restaurant to file all records with the Illinois Department of Revenue electronically and to continue to use reasonable efforts to cause each Restaurant to file all records electronically.

7. **Payments.** In the event that the Village has elected to pay Kensington for a Category 1 Restaurant's Maximum Rebate Amount, a Category 2 Restaurant's Maximum Rebate Amount, or a Category 3 Restaurant's Maximum Rebate Amount, , as the case may be, through a Sales Tax Rebate, the Village shall make payments to Kensington on each Payment Date from and after the date that the Restaurant for which the Category 1 Restaurant's Maximum Rebate Amount, Category 2 Restaurant's Maximum Rebate Amount, Category 3 Restaurant's Maximum Rebate Amount, , is due and are being reimbursed through a Sales Tax Rebate and meets the relevant conditions precedent set forth in paragraph 3 for the term of this Agreement. Such payments shall be made solely from the Sales Taxes generated from each applicable Restaurant which satisfies the criteria and condition for a Sales Tax Rebate in accordance with paragraph 3 that is collected directly by, or remitted to, the Village during the term of this Agreement and agreed to be rebated by the Village to Kensington pursuant to paragraphs 3 herein. The payments shall be sent to Kensington at the address set forth in Section 12 or to such other address as Kensington may hereafter provide by notice. Only monies paid by each of the Restaurants meeting the relevant conditions precedent in paragraph 3, if any, by the Village shall be applied to the Sales Tax Rebate.

If Kensington seeks to increase the frequency of Payment Dates because one or more of the Restaurants meeting each of the conditions precedent set forth in paragraph 3 herein are self-reporting the necessary sales data to the Village to enable it to determine the anticipated Sales Tax from each such Restaurant, the Village agrees to negotiate in good faith with Kensington to accommodate such request. However, any such arrangement shall not conflict with any of the other terms, conditions or provisions in this Agreement.

8. **Term.** The term of this Agreement shall end on the first to occur of: (a) the tenth (10<sup>th</sup>) anniversary of the date of this Agreement; or (b) in the event that the Village has elected to pay Kensington a Category 1 Restaurant's Maximum Rebate Amount, a Category 2 Restaurant's Maximum Rebate Amount, or a Category 3 Restaurant's Maximum Rebate Amount through a Sales Tax Rebate, the date Kensington has been paid the Sales Tax Rebate due under this Agreement plus applicable interest (the "Rebate Term"). This Agreement shall remain in effect, notwithstanding the foregoing, for purposes of audit, final accounting, and payment and for purposes of enforcement actions hereon.

9. **Confidentiality of Financial Information.** To extent permitted by law, the Village shall refuse to disclose information received from the State or otherwise contained in reporting forms pursuant to the applicable exemptions from the Illinois Freedom of Information Act or similar statute, and in the event the Village receives a request pursuant to the Illinois Freedom of Information Act or similar statute which the Village determines not to be exempt, then the Village shall notify Kensington prior to the Village providing such information, and provide Kensington with a copy of the request. Kensington shall then have the opportunity, within three (3) business days (or such less period of time as may be necessary for the Village to respond to the request within the statutory time period), to notify the Village as to whether it consents or objects to the request.

10. **Provisions Concerning Limitation on Debt.** If the Village elects to pay a Category 1 Restaurant's Maximum Rebate Amount, a Category 2 Restaurant's Rebate Amount, or a Category 3 Restaurant's Maximum Rebate Amount through Sales Tax Rebate, the receipt of Sales Tax Revenue from each Restaurant meeting the conditions and criteria in paragraph 3, as the case may be, shall be a condition precedent to any obligation of the Village to pay monies to Kensington and under no circumstance shall the Village be obligated to pay any monies to Kensington in excess of 50% of the Sales Taxes it actually receives from each Restaurant for which the applicable rebate amount is to be paid through the use of Sales Tax is to be made that meets all of the relevant conditions precedent in paragraph 3, as the case may be, herein.

11. **Governing Law, Waiver.** This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Twenty-Second Judicial Circuit, McHenry County, Illinois. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

12. **Notice.** Any notices required in this Agreement shall be effective when in writing and three (3) days after mailing by certified mail, return receipt requested, or by delivering the same in person or to any officer of such party or by prepaid telegram or private overnight courier, when appropriate, addressed to the party to be notified.

All notices to the Village shall be sent to:

Tim Schloneger, Village Manager  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

With a copy to:  
Kelly A. Cahill, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014

All notices to Kensington shall be sent to:

Daniel Rea  
Kensington Development Partners  
700 Commerce Drive  
Oak Brook, IL 60523  
(630) 473-6550  
[dan@kensingtondev.com](mailto:dan@kensingtondev.com)

With a copy to:

Chad W. Jones  
Kensington Development Partners  
700 Commerce Drive  
Oak Brook, IL 60523  
630-402-6061  
[chad@kensingtondev.com](mailto:chad@kensingtondev.com)

or to such other address as a party may designate for itself by notice given from time to time to the other parties in the manner provided herein.

13. **Time is of the Essence.** Time is of the essence of this Agreement.

14. **Default; Right to Cure; Prohibition on Payments.**

A. **Cure.** No party to this Agreement shall be deemed in default under this Agreement until such Party (the “breaching party” for purposes of this paragraph) has failed to cure such default within thirty (30) days of receipt of written notice of default from the non-breaching party in the case of a monetary default or within thirty (30) days of receipt of written notice of default from the non-breaching party in the case of a nonmonetary default. Provided, however, if the nature of such nonmonetary default is such that it cannot reasonably be cured within such thirty (30)-day period, then the breaching party shall not be deemed in default if the breaching party commences to cure such default within the thirty (30)-day period and thereafter diligently pursues such cure to completion.

B. **Available Remedies.** In the event of a default by the Village, subject to the terms and limitations of this Agreement, Kensington may solely pursue the specific performance of this Agreement, but notwithstanding the foregoing, any award provided to Kensington, inclusive of attorney costs and fees, pursuant to the terms of this Agreement shall be limited to the amount of the combined outstanding unpaid portion of the Category 1, Category 2, and Category 3 Restaurant’s Maximum Rebate Amount for which the Village owes Kensington in accordance with this Agreement. Kensington will not be entitled to any other monetary damages in excess of the aforesaid from the Village and hereby expressly waives any claim for additional monetary damages. In the event of a default by Kensington, the Village shall have the right to pursue all remedies at law for the enforcement of this Agreement, including the termination of this Agreement and cessation of all payments to be set forth above. The Village is prohibited from making any payment to Kensington hereunder in the event that Kensington has failed to satisfy any condition precedent, obligation or has an uncured default of this Agreement.

C. **Force Majeure.** If the performance of any covenant or obligation to be performed under this Agreement by a party is delayed as a result of circumstances beyond the reasonable control of such party (which circumstances may include acts of God, war, acts of civil disobedience, the failure of a third party to fulfill a contractual obligation, strikes or other similar acts) the time for performance and the term of this Agreement shall be extended by the amount of time of such delay. Force Majeure shall not include economic hardship.

15. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

16. **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, after exhaustion of all appeals or periods for such, or in the event such a court shall determine that the Village does not have the power to perform any such provision, after exhaustion of all appeals or periods for such, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of any of its monetary obligations under Section 4 of this Agreement, then this Agreement shall terminate.

17. **Amendment.** This Agreement may not be amended, altered or revoked at any time, in whole or in part, unless such changes are agreed to in writing and signed by all of the parties to this Agreement.

18. **Section and Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **Authorization to Execute:** The officers of Kensington who have executed this Agreement warrant that they respectively have been lawfully authorized by the Manager of Kensington to execute this Agreement on its behalf. Kensington and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all articles of incorporation, by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

20. **Prepayment at any time.** In the event that the Village elects to reimburse Kensington for any tap on fees that it has paid to the Village through the rebate of Sales Tax, as set forth herein, the Village, in its sole discretion, may elect to pay of any such amount due Kensington through the use of any funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**KENSINGTON ENCLAVE, LLC**

an Illinois limited liability company

By: \_\_\_\_\_  
Chad W. Jones, as Manager and  
authorized agent

**VILLAGE OF ALGONQUIN,**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Debby Sosine, Village President

ATTEST:

By: \_\_\_\_\_  
Fred Martin, Village Clerk



## **Exhibit A**

### **Legal Description**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PARTS DEEDED TO COUNTY OF KANE BY DEED RECORDED JANUARY 2, 1974 AS DOCUMENT 1286303 AND BY DEEDS RECORDED APRIL 11, 1995 AS DOCUMENT 95K019431 AND 95K019432, AND EXCEPT THEREFROM THAT PART CONVEYED BY DOCUMENT 1999K021233 TO COUNTY OF KANE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER 189.297 METERS (621.05 FEET) TO THE NORTHEAST CORNER OF THE SOUTH HAUF OF THE NORTHEAST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 35.103 METERS (115.17 FEET) FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE, 4.572 METERS (15.0 FEET) TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO COUNTY OF KANE BY DOCUMENTS 95K019431 AND 95KD19432: THENCE SOUTHERLY ALONG SAID EASTERLY LINE FORMING AN ANGLE OF 89 DEGREES 14 MINUTES 51 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 91.158 METERS (299.07 FEET) TO AN ANGLE IN SAID EASTERLY LINE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE FORMING AN ANGLE OF 179 DEGREES 02 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 91.451 METERS (300.04 FEET) TO THE MOST SOUTHEASTERLY CORNER OF SAID TRACT; THENCE WESTERLY ALONG THE SOUTHERLY LINE AND SOUTHERLY LINE EXTENDED OF SAID TRACT OF LAND FORMING AN ANGLE OF 91 DEGREES 42 MINUTES 27 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 26.608 METERS (87.30 FEET) TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 393.056 METERS (1289.55 FEET) TO THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 402.757 METERS (1321.38 FEET) TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER: THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER 27.103 METERS (88.92 FEET): THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 87 DEGREES 15 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 80.026 METERS (262.55 FEET): THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5524.645 METERS (18,125.44 FEET) TANGENT TO THE LAST DESCRIBED COURSE 124.843 METERS (409.56 FEET); THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 774.626 METERS (2541.42 FEET) TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 05 MINUTES 40 SECONDS EAST, ALONG THE EAST LINE OF SAID WEST HALF 1,287.31 FEET; THENCE NORTH 89 DEGREES 02 MINUTES 07 SECONDS WEST: 1,208.43 FEET, TO A POINT ON THE EAST LINE OF RANDALL ROAD; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF RANDALL ROAD THROUGH THE FOLLOWING DESCRIBED 6 COURSES: THENCE NORTH 00 DEGREES 57 MINUTES 53 SECONDS EAST, 660.47 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 11 SECONDS WEST 14.92 FEET; THENCE NORTH

01 DEGREES 00 MINUTES 27 SECONDS EAST, 58.28 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 487.58 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE WESTERLY, HAVING A RADIUS OF 5,963.44 FEET, A CORD BEARING NORTH 01 DEGREES 20 MINUTES 06 SECONDS WEST, AND A CHORD DISTANCE OF 487.46 FEET: THENCE NORTH 79 DEGREES 15 MINUTES 35 SECONDS EAST, 101.98 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 19 SECONDS EAST, 54.74 FEET, TO A POINT ON THE NORTH LINE OF SAID WEST HALF; THENCE SOUTH 89 DEGREES 20 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE, 1,119.52 FEET TO THE POINT OF BEGINNING); ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5; THENCE SOUTH 00 DEGREES 40 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, 1,287.31 FEET TO THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DEED DATED SEPTEMBER 11, 2003 AND RECORDED IN KANE COUNTY AS DOCUMENT NUMBER 2003K166047, FOR THE POINT OF BEGINNING: THENCE CONTINUING SOUTH 00 DEGREES 40 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, 261.85 FEET: THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS WEST, 182.94 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 45 SECONDS WEST, 252.85 FEET TO A LINE 9.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS WEST ALONG SAID PARALLEL LINE, 1,019.03 FEET TO THE EAST LINE OF RANDALL ROAD, DEDICATED TO KANE COUNTY BY DOCUMENT NUMBER 2005K055692; THENCE NORTH 00 DEGREES 16 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 9.00 FEET TO THE SOUTH LINE OF SAID TRACT OF LAND: THENCE SOUTH 89 DEGREES 37 MINUTES 12 SECONDS EAST ALONG SAID SOUTH LINE, 1,201.83 FEET TO SAID POINT OF BEGINNING: AND ALSO EXCEPT THAT PART DEDICATED FOR PUBLIC HIGHWAY PURPOSES TO KANE COUNTY PER DOCUMENT 2005K055692, IN DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.



## Village of Algonquin

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

### AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	December 20, 2022
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Approval of a Preliminary and Final Planned Development and Special Use for a Minor Motor Vehicle Repair Facility for Belle Tire on Lot 2 of the Enclave

---

### **ACTION REQUESTED:**

Belle Tire, the “Petitioner”, is seeking approval of a Preliminary and Final PUD and a Special Use for a minor motor vehicle repair facility on Lot 2 of the Enclave. The Enclave is located at the southeast corner of Randall Road and Commons Drive.

### **BACKGROUND:**

Belle Tire received a recommendation for Preliminary and Final Planned Development approval and also a recommendation of approval of a special use for a minor motor vehicle repair facility at the November 7, 2022, Planning and Zoning Commission meeting. There were no comments during the Public Hearing and the project was approved unanimously (7-0 vote) by the commission.

If the Committee of the Whole votes to advance the Preliminary and Final PUD plans for Belle Tire (subject to conditions) tonight, the petition will be forwarded to the next possible Village Board meeting for final approval of the Final PUD plans for Lot 2 of the Enclave.

### **DISCUSSION:**

Request – Belle Tire, the “Petitioner”, has applied for the approval of a Preliminary Planned Development, a Final Planned Development, and a Special Use for a minor motor vehicle repair facility to be constructed on Lot 2 of the Enclave as shown in the Final Plat of Subdivision as “The Enclave” referred to herein as the “Subject Property”. Their proposal includes a freestanding single-story building and site improvements that include a parking lot, lighting, and landscaping.

Plat of Subdivision – The Subject Property is currently located in one larger parcel (PIN 03-05-100-023). Once the Final Plat for the Enclave is approved by the Village Board and recorded, the Subject Property will become Lot 2 of the Enclave.

Elevations – The exterior of the 10,000-square-foot facility will be constructed with two different colors of full-depth earth-toned brick and include a thirty-six inch (36”) stone base. The facility includes ten (10) twelve feet (12’) tall overhead service bay garage doors and one (1) additional seven-foot 4-inch (7’ 4”) overhead service door. The main entrance of the facility (west elevation) faces Randall Road and features a glass entryway with a sixteen-foot (16’) arched stone lintel.

Signage – The Sign Package for Belle Tire includes two wall signs, a monument sign panel, and directional signs that comply with the Village’s Sign Code and the proposed Enclave PUD. A standard monument sign design for each Enclave Lot has been provided by Kensington Development Partners and will have been approved as part of the overall Enclave Case No. PZ-2022-09. Each Lot in the Enclave will have their own individual, but matching, monument sign along the Randall Road frontage. The monument sign meets the Village’s Sign Code.

Table 1: Portillo’s Signage

Type	Location	Size	Square Footage	Notes
Wall Sign N1	West Elevation (Front)	7’ high x 28’ 11” wide	202.42	Meets Sign Code & PUD
Wall Sign N2	North Elevation (Side)	7’ high x 28’ 11” wide	202.42	Meets Sign Code & PUD
Monument Sign Panel	Randall Road Frontage	4’ high x 8’ wide	32*	Meets Sign Code & PUD
Directional Signage N5, 6	Both Frontage Road Entrances	1’ high x 3’ wide	3*	Meets Sign Code & PUD

\*Square feet of sign face, not entire structure

Site Plan & Engineering – The Subject Property includes fifty-six (56) parking stalls which exceeds the Village’s parking requirement by six (6) parking stalls. The parking lot surface will be constructed using heavy-duty concrete pavement in front of the bay doors and around the dumpster enclosure and will use asphalt throughout the rest of the parking lot.

A sidewalk connection will be included on the west side of the Subject Property to connect to the new bike path along the east side of Randall Road. One (1) inverted-U bike rack will be provided on-site that will facilitate bike parking for two (2) bikes.

Photometrics – The Photometric Plan includes twenty-five-foot (25’) tall light poles. All light poles are located in landscaped islands and meet the Dark Sky Requirements of the Village.

Landscaping – The landscaping plan for Belle Tire includes a mix of shrubs and trees along Randall Road and the frontage road as well as trees in the parking lot islands and foundation landscaping.

**NEXT STEPS:**

If the Committee of the Whole votes to advance the Prelim PUD, Final PUD, and Special Use, it will be included in the next Village Board agenda for approval. The Petitioner will continue to work with Staff to finalize the Plans and once the Plans are finalized, a Grading or Site Development Permit may be issued.

**RECOMMENDATION:**

Staff has reviewed the submittal by Belle Tire and recommends approval of a Preliminary PUD, a Final PUD, and Special Use authorizing a minor motor vehicle repair facility on Lot 2 of the Enclave consistent with the findings of fact outlined in the Staff Report for case PZ-2022-21, subject to the following conditions and final approval of all plans by staff:

- a. The Site Plan, as prepared by Christopher Enright Architects, with the latest revision date of December 5, 2022, the Building Elevations, as prepared by Christopher Enright Architects, with the latest revision date of December 5, 2022, the Signage Plan, as prepared by Allen Industries, with the latest revision date of November 28, 2022, the Final Engineering titled “Site Plan Review Civil Plans for Belle Tire”, as prepared by Christopher Enright Architects, with the latest revision date of December 5, 2022, the Photometrics Plan, as prepared by Pro-Tech Lighting & Controls, with the latest revision date of November 22, 2022, and the Landscape Plan titled “Landscape Architecture Site Planning Illustration”, as prepared by LG Workshop, LLC, with the latest revision date of December 6, 2022;
- b. Reasonable effort shall be made to keep service doors closed at all times except when a vehicle is entering or exiting the building, or when determined by management that the doors should remain open for extraordinary reasons;
- c. Outside displays, sales, and storage shall be prohibited at all times. The storage of tires, parts, fluids, or any materials, goods or waste products of any kind shall only occur inside of the building. All automobile fluids, including oil, grease, and antifreeze must be stored and disposed of in accordance with all applicable regulations;
- d. No inoperable or disassembled vehicle may be stored outside at any time and all work conducted on vehicles must occur indoors;
- e. Employees shall refrain from using vehicle horns except in an emergency. Exterior loudspeakers shall be prohibited except for security and/or emergency purposes.

**ATTACHMENTS:**

- Exhibit A Lot 2 Legal Description
- Exhibit B Preliminary and Final Plat of Subdivision titled “Final plat of Subdivision The Enclave”, as prepared by Compass Surveying, Ltd., with the latest revision date of December 8, 2022
- Exhibit C **Final Plans for Belle Tire – Lot 2**
  - a. Site Plan, as prepared by Christopher Enright Architects, with the latest revision date of December 5, 2022

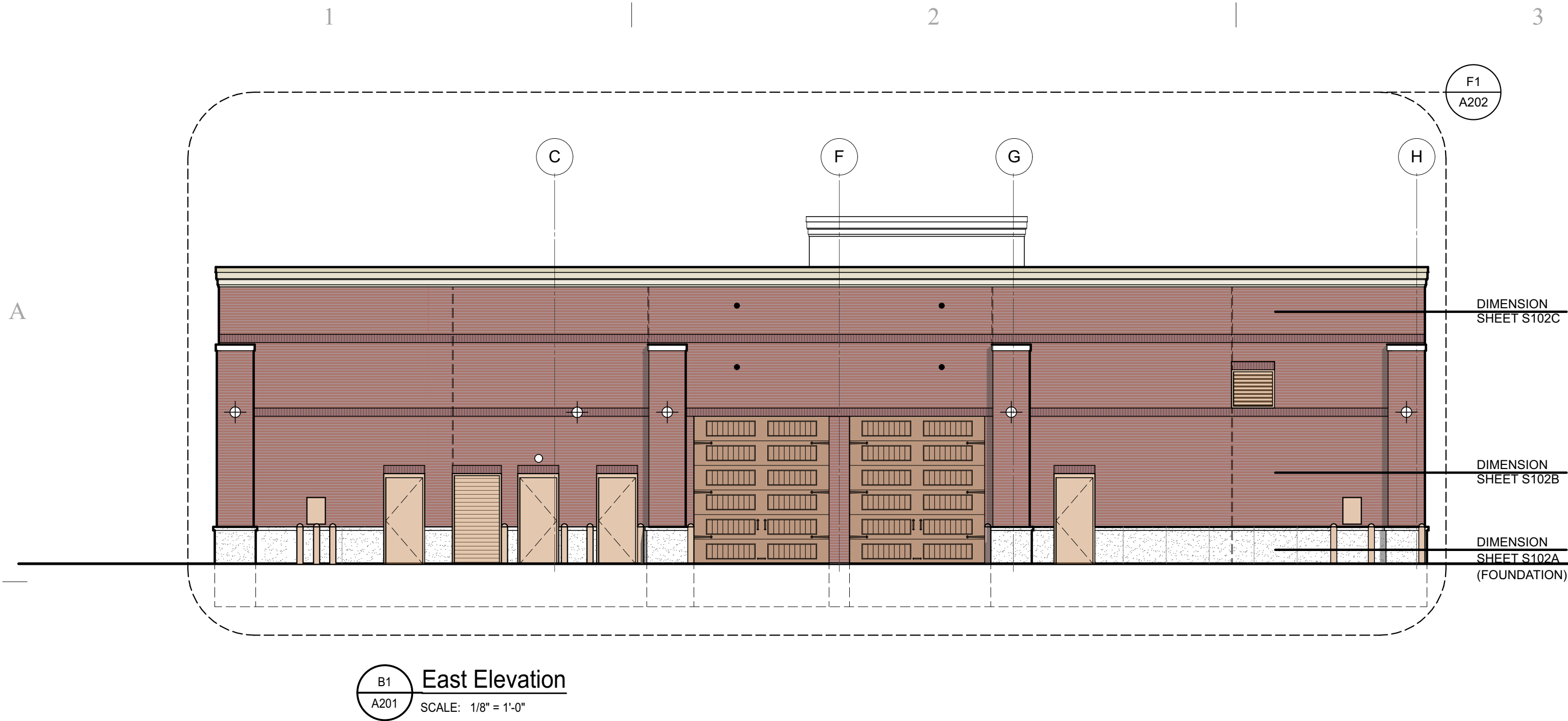
- b. Building Elevations, as prepared by Christopher Enright Architects, with the latest revision date of December 5, 2022
  - c. Signage Plan, as prepared by Allen Industries, with the latest revision date of November 28, 2022
  - d. Final Engineering titled “Site Plan Review Civil Plans for Belle Tire”, as prepared by Christopher Enright Architects, with the latest revision date of December 5, 2022
  - e. Photometrics Plan, as prepared by Pro-Tech Lighting & Controls, with the latest revision date of November 22, 2022
  - f. Landscape Plan titled “Landscape Architecture Site Planning Illustration”, as prepared by LG Workshop, LLC, with the latest revision date of December 6, 2022
- Exhibit D November 7<sup>th</sup>, 2022 Planning & Zoning Commission Staff Report for Case No. PZ-2022-21
- Exhibit E November 7<sup>th</sup>, 2022, Planning & Zoning Commission Minutes





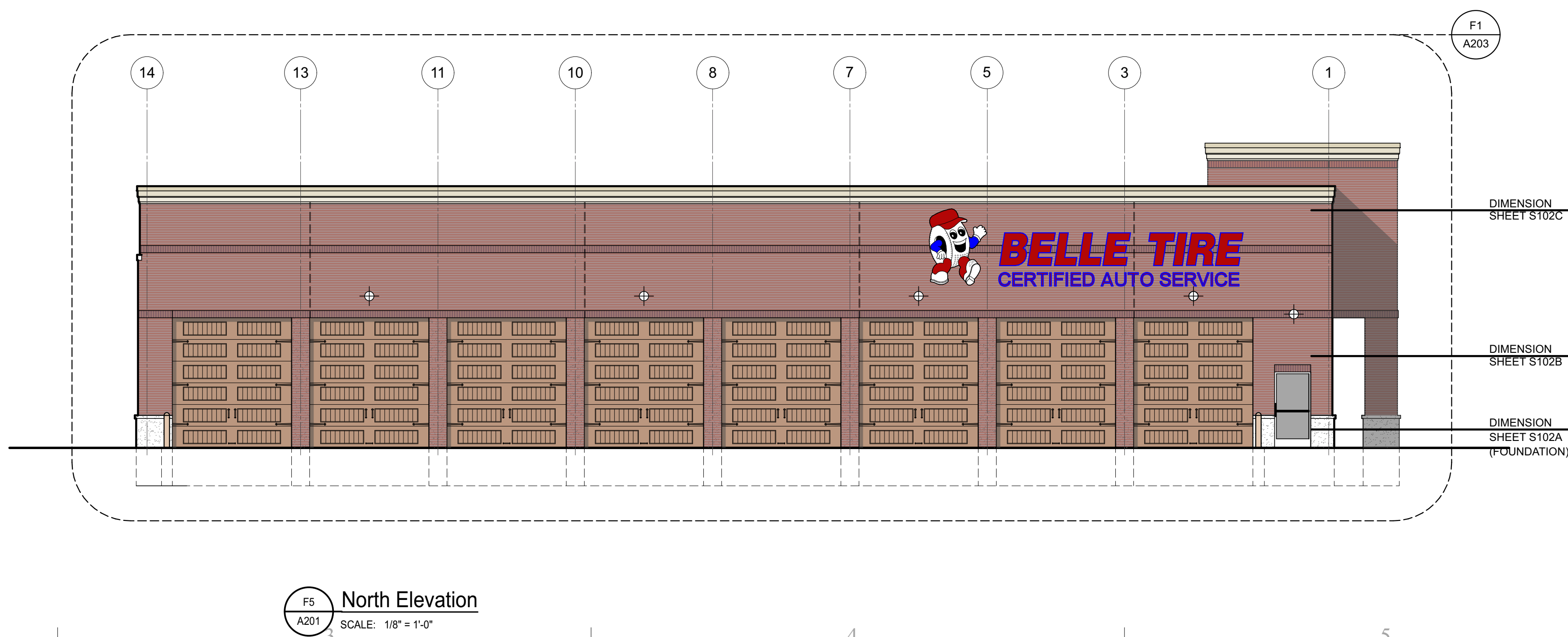
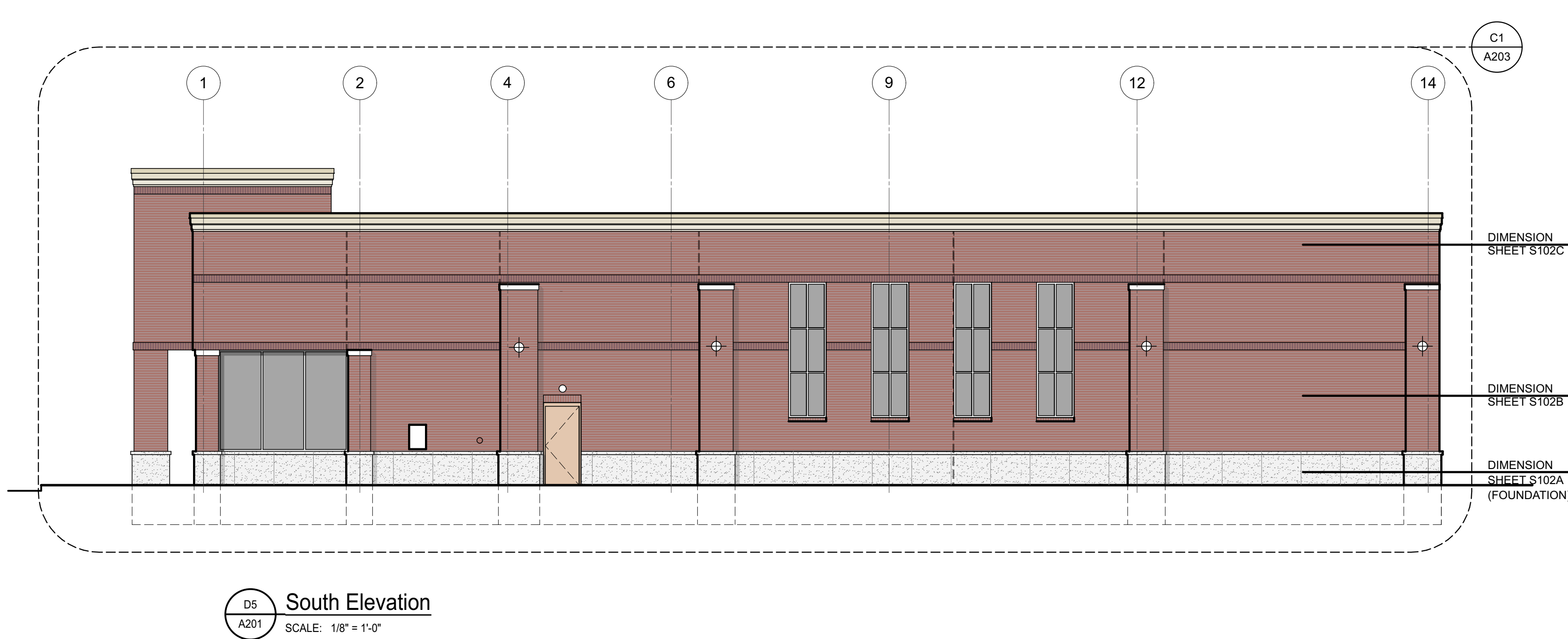


\\Volumes\enright\Shared\Projects\Belle Tire\21-570\_BT\_IL\_Algonquin\_Color\_Elevations\SR\_BL\_Algonquin\_SD\_2.3.pln



EXTERIOR MATERIALS / COLORS			
MARK	DESCRIPTION	MARK	DESCRIPTION
B-1	MARYSVILLE BY GLEN-GERY BRICK CO.	S-1	PRE-CAST STONE COLOR - BUFF. CONTRACTOR TO SUBMIT SAMPLE FOR ARCHITECT APPROVAL
B-2	SYCAMORE BY GLEN-GERY BRICK CO.	P-1	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL - PRATT & LAMBERT
MC-1	DURO-LAST / FIRESTONE 2 PIECE SNAP-ON METAL FASCIA - COLOR TO MATCH EIFS - KYNAR FINISH	P-2	GRENADIER RED - INDUSTRIAL ENAMEL - PRATT & LAMBERT
GL-1	GLAZING: STOREFRONT - 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN BRONZE ANODIZED FRAMING SYSTEM (TO MATCH EXISTING OR ARCHITECT APPROVED EQUAL) PROVIDE TEMPERED GLASS AS INDICATED ON A701	P-3	COLOR TO MATCH FULL DEPTH CLAY BRICK - TO BE DETERMINED
GL-2	GLAZING: 3/8" CLEAR TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.	P-4	DRYFALL BRILLIANT WHITE - @ INTERIOR ROOF DECK ONLY
		P-5	GENERAL WHITE - INDUSTRIAL ENAMEL - PRATT & LAMBERT
		P-6	SHERWIN WILLIAMS #7038 TONY TAUPE SATIN
		P-7	BLACK SEMI-GLOSS SHERWIN WILLIAMS - INDUSTRIAL ENAMEL
		P-8	BENJAMIN MOORE - "MARYVILLE BROWN" HC-75
		P-9	SHERWIN WILLIAMS - SW7047 "PORPOISE"

**IMPORTANT NOTE:**  
WALL SIGNS ARE SHOWN  
FOR INFORMATION  
PURPOSES ONLY.  
COORDINATE WITH ALLEN  
SIGNS FOR MORE  
INFORMATION.



Seal

STATE OF ILLINOIS

001-024653

ENRIGHT VINCENT

CHRISTOPHER ARCHITECT

Christopher Enright Architects

A PROFESSIONAL CORPORATION

628 E. Parent Avenue

Suite 100

Royal Oak, Michigan 48067

TEL: 248.258.6485

CEL: 248.330.9395

cenright@enrightarchitects.com

Consultants

Project

Belle Tire

1711 S. Randall Rd

Algonquin, IL 60102

Village Submittal: SEPTEMBER 12, 2022

Village Resubmittal: OCTOBER 07, 2022

Village Resubmittal: DECEMBER 05, 2022

MARK	DATE	DESCRIPTION
PROJECT NO:	21-570	
MODEL FILE:	SD_Color_Elevations_SR_BL_Algonquin_SD_2.3.pln	
COPYRIGHT:	© Copyright 2021, Christopher Enright Architects	
SHEET TITLE	Building Elevations	

A201



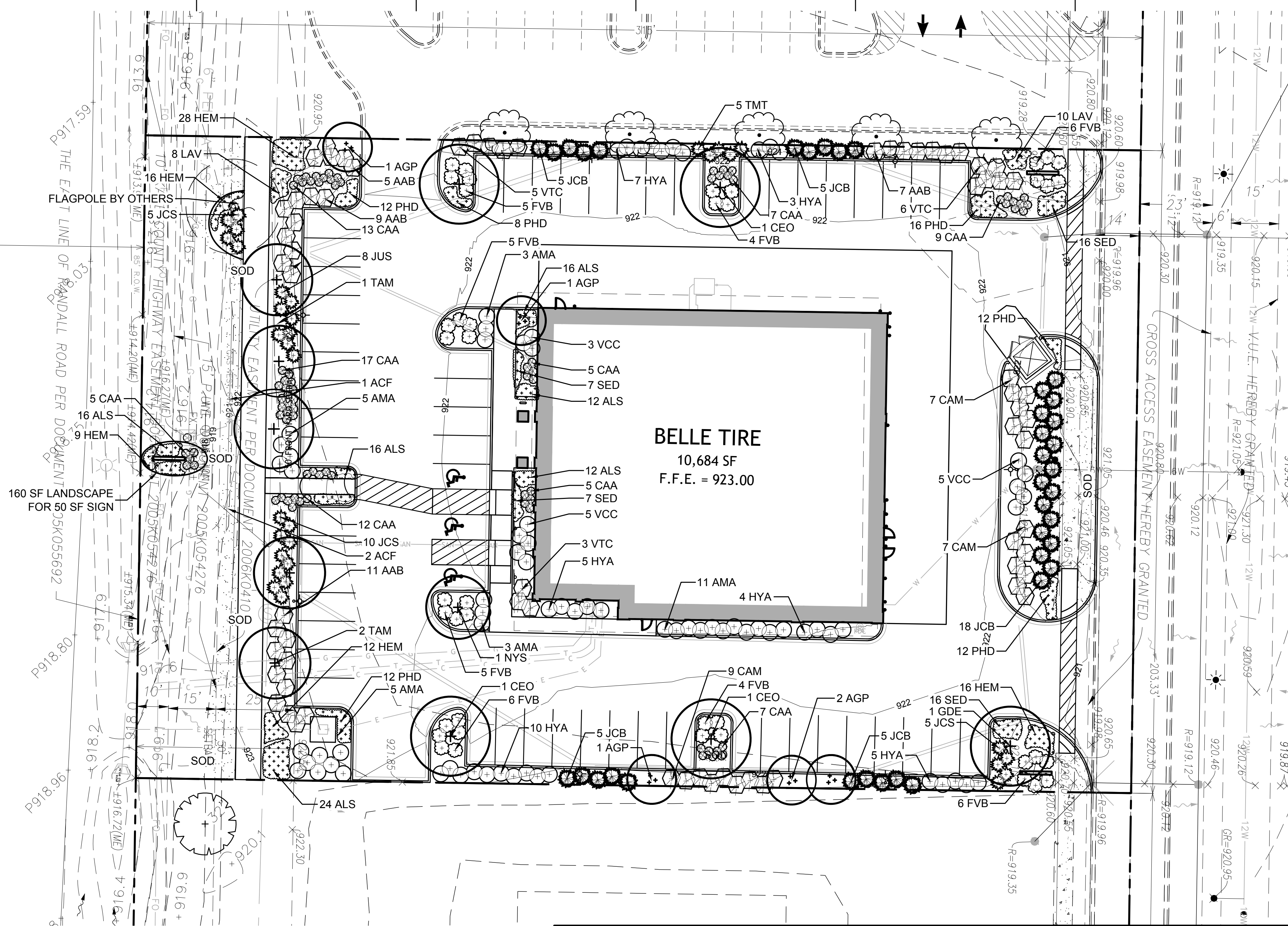


View From North West

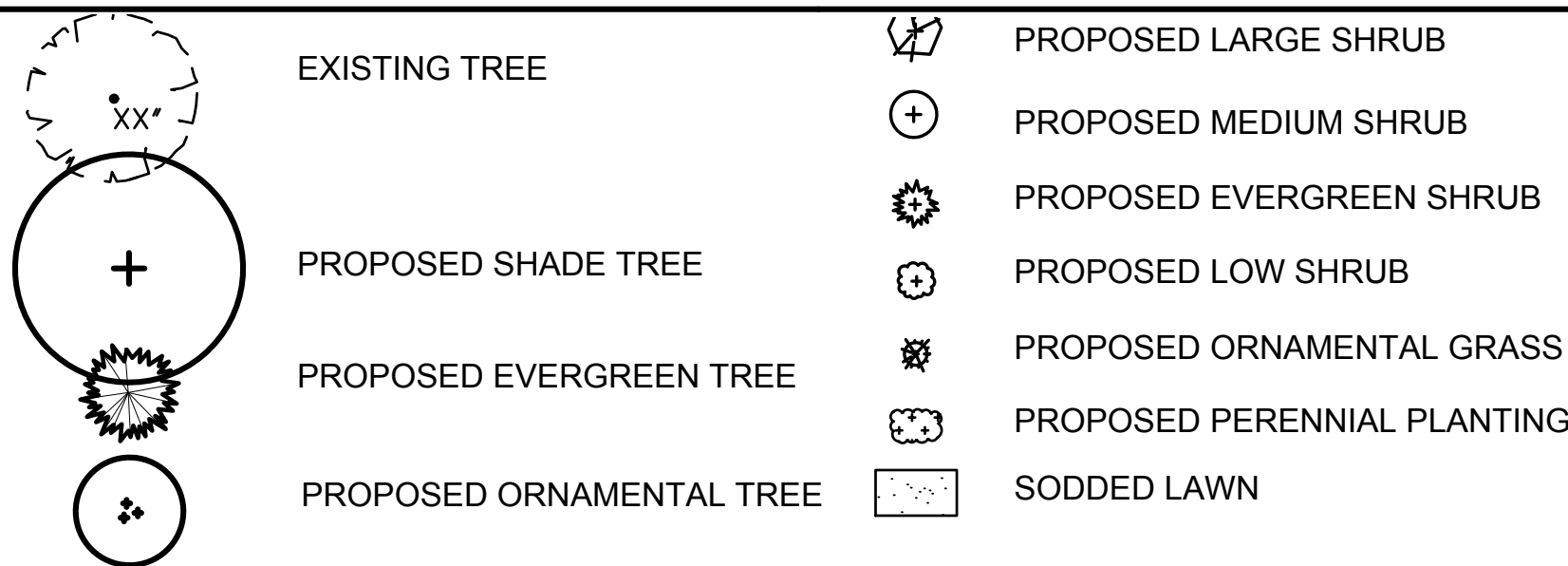


R101





## LANDSCAPE LEGEND



## PLANT LIST

SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
<b>DECIDUOUS SHADE TREES</b>					
ACF	3.0" CAL.	1	ACER RUBRUM 'FRANK JR.'	REDPOINTE RED MAPLE	B&B
CEO	3.0" CAL.	4	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B&B
GDE	3.0" CAL.	1	GYMNOCADUS DIOIC. 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	B&B
NYS	3.0" CAL.	1	NYSSA SYLVATICA	BLACK TUPELO	B&B
TAM	3.0" CAL.	4	TILIA AMERICANA 'MCKSENTRY'	AMERICAN SENTRYLINDEN	B&B
<b>ORNAMENTAL TREES</b>					
AGP	8' MULTI	5	AMELANCHIER GRAN. 'PRINCESS DI'	PRINCESS DIANA SERVICEBERRY	B&B
<b>EVERGREEN TREES</b>					
JCB	6' HT.	38	JUNIPERUS CHIN. 'BLUE POINT'	BLUE POINT JUNIPER	B&B
<b>DECIDUOUS SHRUBS</b>					
AAB	36" HT.	32	ARONIA ARBUT. 'BRILLIANTISSIMA'	BRILLIANT RED CHOKEBERRY	B&B
AMA	24" HT.	30	ARONIA MELANO. 'ELATA'	ELATA CHOKEBERRY	B&B
CAM	36" HT.	23	CORNUS ALBA 'ARGENTEO MARG.'	CREAM EDGE DOGWOOD	B&B
FVB	18" W.	41	FORSYTHIA VIRID. 'BRONXENSIS'	BRONX FORSYTHIA	B&B
HYA	24" HT.	34	HYDRANGEA ARBOR. 'ANNABELLE'	ANNABELLE HYDRANGEA	B&B
VCC	24" HT.	13	VIBURNUM CARLESI 'COMPACTUM'	DWARF KOREANSPICE VIBURNUM	B&B
VTC	36" HT.	14	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO AMER. CRANBERRY BUSH	B&B
<b>EVERGREEN SHRUBS</b>					
JCS	30" HT.	23	JUNIP. CHIN. 'SEA GREEN'	SEA GREEN JUNIPER	B&B
TMT	24" W.	10	TAXUS X MEDIA 'TAUNTON'	TAUNTON YEW	B&B
<b>ORNAMENTAL GRASSES</b>					
CAA	#3 CONT	80	CALAMAGROSTIS ACUT. 'STRICTUS'	STRICTUS FEATHER REED GRASS	
<b>GROUNDCOVER / PERENNIALS</b>					
ALS	#1 CONT.	96	ALLUM TANGUT. 'SUMMER BEAUTY'	SUMMER BEAUTY WILD ONION	18" O.C.
HEM	#1 CONT.	81	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	15" O.C.
LAV	#1 CONT.	18	LA VENDULA 'MUNSTEAD STRAIN'	MUNSTEAD ENGLISH LAVENDER	24" O.C.
PHD	#1 CONT.	72	PHLOX DIVARICATA	BLUE PHLOX	15" O.C.
SED	#1 CONT.	46	SEDUM X 'AUTUMN JOY'	AUTUMN JOY SEDUM	18" O.C.
SOD	SQ. YD.	208	SODDED LAWN		

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Consultant

**LG** Landscape Architecture  
Site Planning  
Illustration

2324 W. Armitage Avenue  
Chicago, IL 60647  
ph. 773.697.4388  
[www.LGWLA.com](http://www.LGWLA.com)

SEAL



EXPIRES 08/2023

Project

Belle Tire  
Algonquin, IL

South Randall Road  
Algonquin, IL 60102

Sheet

Issued

2022.10.07 Engineering Resubmittal

2022.12.06 Revisions per Comments

Project Number: \_\_\_\_\_

**21-570** LANDSCAPE PLAN  
PROJECT SITE

Sheet Number





## Village of Algonquin

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

### AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	December 20, 2022
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Approval of a Final Planned Development for Portillo's on Lot 8 of the Enclave

---

### **ACTION REQUESTED:**

Portillo's, the "Petitioner", is seeking approval of a Final (PUD) Planned Development on Lot 8 of the Enclave. The Enclave is located at the southeast corner of Randall Road and Commons Drive.

### **BACKGROUND:**

Portillo's received a recommendation for Preliminary approval of their plans and approval of a Special Use for Open Air dining and a Dual Lane Drive-Through at the September 12, 2022, Planning and Zoning Commission meeting as part of the Enclave Development's request, Case No. PZ-2022-09. The Preliminary PUD for Portillo's was then advanced at the September 20, 2022 Committee of the Whole Meeting. At the applicant's own risk, Portillo's subsequently applied for Final PUD shortly thereafter the September 20 Committee of the Whole meeting instead of waiting for Village Board approval. The Planning and Zoning Commission reviewed and recommended Final PUD approval of their plans at the November 7, 2022, Planning and Zoning Commission Meeting. There were no comments during the Public Hearing and the project was approved unanimously (7-0 vote) by the Commission

If the Committee of the Whole votes to advance the Final PUD plans for Portillo's (subject to conditions) tonight, the petition will be forwarded to the next possible Village Board meeting for final approval of the Final PUD plans for Lot 8 of the Enclave.

### **DISCUSSION:**

Request – Portillo's, the "Petitioner", has applied for the approval of a Final PUD (Planned Development) for a 7,800 square foot fast casual restaurant located on Lot 8 of the Enclave as shown in the Final Plat of Subdivision as "The Enclave" referred to herein as the "Subject Property". Their proposal includes a freestanding single-story fast-casual restaurant with an

exterior patio, drive-through, and exterior improvements that includes a parking lot, lighting, and landscaping.

Plat of Subdivision – The Subject Property is currently located in one larger parcel (PIN 03-05-300-009). Once the Final Plat for the Enclave is approved by the Village Board and recorded, the Subject Property will become Lot 8 of the Enclave.

Elevations – The Portillo's elevations provide for a 7,800-square-foot building with a canopy for the outdoor dining area. Construction materials include a combination of full-depth brick, metal panels, and steel accents. All rooftop units are concealed behind a parapet wall. The refuse area will be located on the north side of the restaurant and will be constructed primarily of full-depth brick similar to the primary structure.

Signage – The Sign Package for Portillo's includes two wall signs, a monument sign panel, and directional signs that comply with the Village's Sign Code. A standard monument sign design for each Enclave Lot has been provided by Kensington Development Partners and will have been approved as part of the overall Enclave Case No. PZ-2022-09. Each Lot in the Enclave will have their own individual, but matching, monument sign along the Randall Road frontage. The monument sign meets the Village's Sign Code.

Table 1: Portillo's Signage

Type	Location	Size	Square Footage	Notes
Wall Sign A	East Elevation (Front)	5' 4" high x 14' 6" wide	77.28	Meets Sign Code & PUD
Wall Sign B	West Elevation (Side)	5' 4" high x 14' 6" wide	77.28	Meets Sign Code & PUD
Monument Sign Panel F	Randall Road Frontage	4' high x 8' wide	32*	Meets Sign Code & PUD
Directional Signage D1,2,3	Internal Circulation	1' high x 2' 5" wide	2.42*	Meets Sign Code & PUD

\*Square feet of sign face, not entire structure

Site Plan & Engineering –The preliminary plans presented to the Committee of the Whole included one hundred twenty-seven (127) parking stalls. The Petitioner has informed Staff that the supplier for Portillo's products is moving to a larger delivery truck (15' cab and 53' trailer) starting in 2023. In order for the larger truck to navigate the site, changes to the site plan were necessary. The revised site plan changes the configuration of the southern portion of the site near the entrance and reduces the number of parking stalls from one hundred twenty-seven (127) to one hundred seventeen (117) stalls. The number of parking stalls still meets the parking requirements of the Village.

The drive-through provides a dual-lane design that exceeds four hundred feet (400') and can queue up to thirty-eight (38) vehicles; the site layout also allows for an additional three hundred feet

(300') of extra stacking space within the parking lot and even more if the vehicles are stacked in the drive aisles. Staff will require a drive-through stacking plan from Portillo's.

The overall developer of the Enclave will bring all utilities to the site. Stormwater will be managed in Lots 6a and 6b at the north end of the Enclave.

Photometrics – The photometric plan provides for 25' tall light poles with shielded lights. The light fixtures dim to 33% in unoccupied mode, which is similar to the lights proposed by Cooper's Hawk. The lights transition to full brightness when a motion sensor is activated. Final photometric plans shall conform to the Village's Dark Sky requirements.

Landscaping – The landscaping plan for Portillo's includes a mix of shrubs and trees along Randall Road, the frontage road, and Corporate Parkway, as well as trees in the parking lot islands and foundation landscaping.

### **NEXT STEPS:**

If the Committee of the Whole votes to advance the Final PUD, it will be included in the next Village Board agenda for approval. The Petitioner will continue to work with Staff to finalize the Plans and once the Plans have final approval from staff, a Grading or Site Development Permit may be issued.

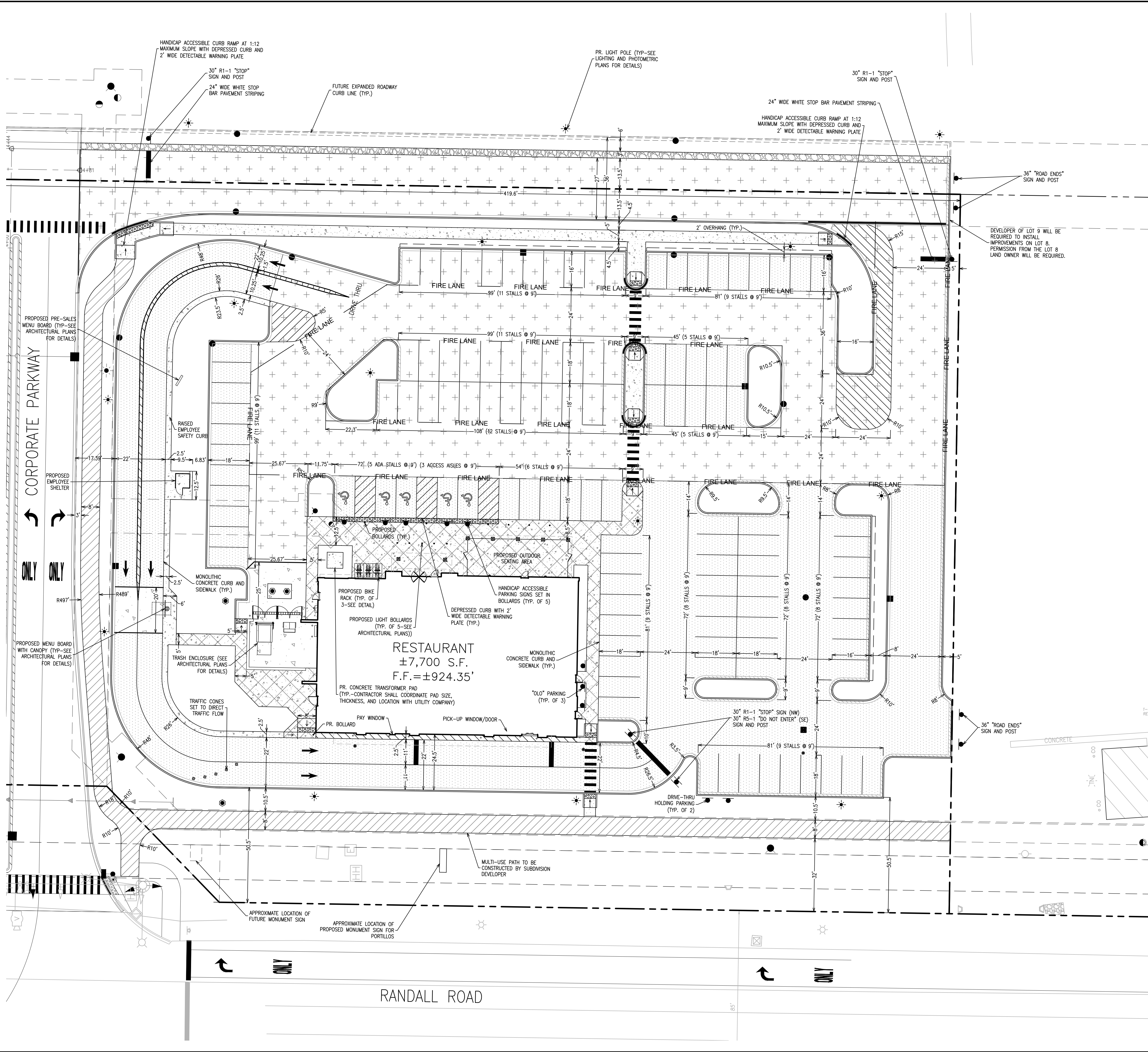
### **RECOMMENDATION:**

Staff has reviewed the submittal by Portillo's and finds that their plans substantially conform to their preliminary plan submittal. Staff recommends approval of a Final PUD for Portillo's on Lot 8 of the Enclave as outlined in the Staff Reports for case PZ-2022-19, subject to the following conditions and final approval of all plans by staff:

- a. The Site Plan, as prepared by Jacob & Hefner Associates, with the latest revision date of November 11, 2022, the Exterior Elevations, as prepared by Jensen Jensen, with the latest revision date of September 30, 2022, the Sign Plan as prepared by Signs Plus, with the latest revision date of November 10, 2022, the Final Engineering titled "Site Improvement Plans for Portillos" as prepared by Jacob & Hefner Associates, with the latest revision date of November 11, 2022, the Drive-Through Stacking Plan, memo prepared by Portillo's, dated December 5, 2022, the Final Photometric Plan titled "Electrical Site Plan", as prepared by Jacob & Hefner Associates, with the latest revision date of November 11, 2022, and the Final Landscape Plan as prepared by Gary R. Weber associate, INC, with the latest revision date of revised November 11, 2022;
- b. The employee drive-through shelter shall be constructed with materials consistent with the principal structure.

**ATTACHMENTS:**

- Exhibit A Lot 8 Legal Description
- Exhibit B Preliminary and Final Plat of Subdivision titled “Final plat of Subdivision The Enclave”, as prepared by Compass Surveying, Ltd., with the latest revision date of December 8, 2022
- **Exhibit C** **Final Plans for Portillo's – Lot 8**
  - a. Site Plan, as prepared by Jacob & Hefner Associates, with the latest revision date of November 11, 2022
  - b. Exterior Elevations, as prepared by Jensen Jensen, with the latest revision date of September 30, 2022
  - c. Sign Plan as prepared by Signs Plus, with the latest revision date of November 10, 2022
  - d. Final Engineering titled “Site Improvement Plans for Portillos” as prepared by Jacob & Hefner Associates, with the latest revision date of November 11, 2022
  - e. Drive-Through Stacking Plan, memo prepared by Portillo's, dated December 5, 2022
  - f. Final Photometric Plan titled “Electrical Site Plan”, as prepared by Jacob & Hefner Associates, with the latest revision date of November 11, 2022
  - g. Final Landscape Plan as prepared by Gary R. Weber associate, INC, with the latest revision date of revised November 11, 2022
- Exhibit D September 20<sup>th</sup>, 2022, Committee of the Whole Staff Report for Case No. PZ-2022-09
- Exhibit E September 20<sup>th</sup>, 2022, Committee of the Whole Minutes
- Exhibit F November 7<sup>th</sup>, 2022 Planning & Zoning Commission Staff Report for Case No. PZ-2022-19
- Exhibit G November 7<sup>th</sup>, 2022, Planning & Zoning Commission Minutes



**PAVEMENT HATCH LEGEND:**

	HEAVY DUTY ASPHALT PAVEMENT 2" HMA SURFACE COURSE, MIX D, N50 2-1/2" HMA BINDER COURSE, IL-19.0, N50 12" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
	ASPHALT PAVEMENT 2" HMA SURFACE COURSE, MIX D, N50 2-1/2" HMA BINDER COURSE, IL-19.0, N50 10" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
	HEAVY DUTY CONCRETE PAVEMENT 7" PORTLAND CEMENT CONCRETE 4,000 PSI, A/E 4" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
	AGGREGATE SHOULDER 6" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
	CONCRETE SIDEWALK 5" PORTLAND CEMENT CONCRETE 4,000 PSI, A/E 4" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
	DEEP CHARCOAL CONCRETE SIDEWALK 5" PORTLAND CEMENT CONCRETE 4,000 PSI, A/E 4" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
	MULT-USE PATH PAVEMENT 2.5" HMA SURFACE COURSE, MIX D, N50 6" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

**CURB LEGEND:**

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

**PROPOSED LEGEND:**

	PROPOSED SIGN
	PROPOSED AREA LIGHT

**SITE DATA TABLE:**

ZONING: B-2 BUSINESS DISTRICT, GENERAL RETAIL

EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE

PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'

LOT AREA:	2.95 ACRES
IMPERVIOUS AREA:	2.27 AC
(76.9%)	
PERVIOUS AREA:	0.68 AC
(23.1%)	

BUILDING AREA:	±7,700 SF (FAR 5.99%)
CAR PARKING REQUIRED:	116 STALLS
(±7,700 SF x 15 STALLS/1,000 SF)	
CAR PARKING PROVIDED:	117 STALLS
STANDARD STALLS:	112 STALLS
HANDICAP ACCESSIBLE:	5 STALLS

**GEOMETRIC NOTES:**

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

11/1/22	5 PER CLIENT & VILLAGE	SITE PLAN	11/1/22	Date
9/30/22	4 PER VILLAGE		9/30/22	
9/2/22	3 PER VILLAGE		9/2/22	
8/23/22	2 PER KDOT		8/23/22	
8/6/22	1 ISSUED FOR PERMIT		8/6/22	
No.		PORTILLOS		Description
		KENSINGTON DEVELOPMENT PARTNERS		
		ALCONQUIN, ILLINOIS		

**JACOB & HEFNER ASSOCIATES**

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

D391o

1" = 20'

SP-1





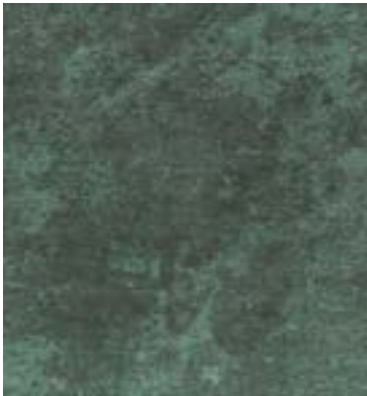
Glen-Gary Brick: Kokomo or equal



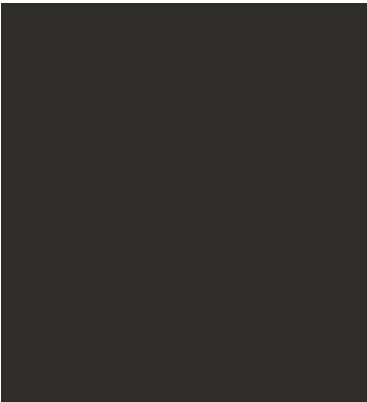
Glen-Gary Brick: Wyandot or equal



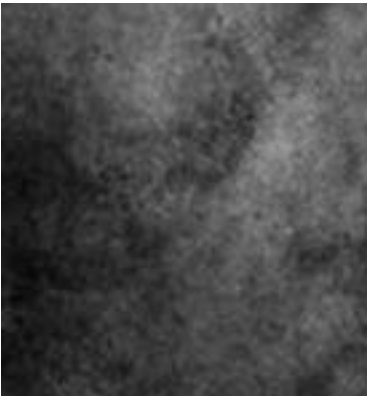
Silver Gray - CITADEL



Weathered Patina Finish



Extra Dark Bronze - CITADEL



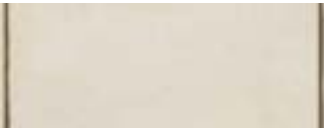
Blackened Steel Finish



Regal Red - CITADEL



Arriscraft White Rocked Georgia Sill Trim or Sim.



Arriscraft Renaissance Stone Color: Limestone



Arriscraft Renaissance Stone Color: Limestone



Portillo's Alt. Garage Streetview 3D Color Rendering for Reference

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2"W x 4-1/2"D THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET, OLD CASTLE SERIES 3000 OUTSIDE GLAZED OR EQUAL. COLORS: GLASS, "SOLAR GRAY" SOLARBAN 60 (TEMPERED AS REQUIRED.), ALUM. CLEAR ANOD.
1A	ALUMINUM STOREFRONT	SAME AS ABOVE EXCEPT CLEAR GLASS. TEMPER AS REQUIRED.
1B	ALUMINUM STOREFRONT	2"W x 4-1/2"D NON-THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1/4" CENTER SET, OLD CASTLE SERIES FG-1000 OUTSIDE GLAZED OR EQUAL. COLORS: GLASS, CLEAR (TEMPERED AS REQUIRED.), ALUM. CLEAR ANOD.
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND. GLEN-GARY CITY LINE SERIES, COLOR: KOKOMO OR EQUAL.
3	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND. GLEN-GARY, COLOR: WYANDOT OR EQUAL.
4	PRECAST STONE TRIM	SMOOTH FACE CAST STONE SILL, CAP PIECES, AND TRIM. SIZES AND SHAPE VARY, COLOR: TO MATCH LIMESTONE BLOCK.
5	SPLIT FACED BLOCK	8" x 16" SPLIT FACED BLOCK RUNNING BOND. ARRISCRAFT RENAISSANCE STONE, OR EQUAL. COLOR: LIMESTONE, SMOOTH FINISH.
5A	SPLIT FACED BLOCK	8" x 16" SPLIT FACED BLOCK RUNNING BOND. ARRISCRAFT RENAISSANCE STONE, OR EQUAL. COLOR: LIMESTONE, ROUGH FINISH.
6	SPLIT FACED BLOCK	8" x 16" SPLIT FACED BLOCK RUNNING BOND. ARRISCRAFT RENAISSANCE STONE, OR EQUAL. COLOR: GRAPHITE, SMOOTH FINISH.
7	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. COLOR: TO MATCH PETERSEN CHARCOAL.
8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL WITH FACTORY PATINA. COLOR: CUSTOM.
9	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. COLOR: TO MATCH SILVERSMITH.
10	METAL LOUVERS AND FRAME	MANUFACTURER: TO BE DETERMINED. COLOR: CLEAR ANOD. ALUMINUM.
11	RIBBED METAL PANEL	24GA. STEEL CITADEL. COLOR: EXTRA DARK BRONZE.
12	RIBBED METAL PANEL	24GA. STEEL CITADEL. COLOR: SILVER GRAY.
13	NOT USED	
14	MISC. BRAKE METAL & ROOFING	24GA. STEEL CITADEL. COLOR: REGAL RED.
15	MISC. BRAKE METAL & ROOFING	24GA. STEEL CITADEL. COLOR: EXTRA DARK BRONZE.
16	STAINLESS STEEL	BRUSHED.
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES.
18	NOT USED	
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL. SEE DETAIL DRAWING A1.3. POWDER COATED CHARCOAL COLOR.
20	METAL ROOFING	STANDING SEAM METAL ROOF WITH TRIM. PAC-GLAD PETERSEN. COLOR: SANDSTONE.
WS	WALL SCONCE LIGHT	UP AND DOWN WALL SCONCE LIGHT, WEATHERED PATINA FINISH.
DL	WALL MOUNTED DOWNLIGHT	WALL MOUNTED ARM DOWNLIGHT WITH SHADE.
PL	PENDANT SUSPENDED LIGHT	PENDANT SUSPENDED LIGHT STRING.
S	ORNAMENTAL FEATURE	

# Portillo's - Exterior Material and Color Palette Board

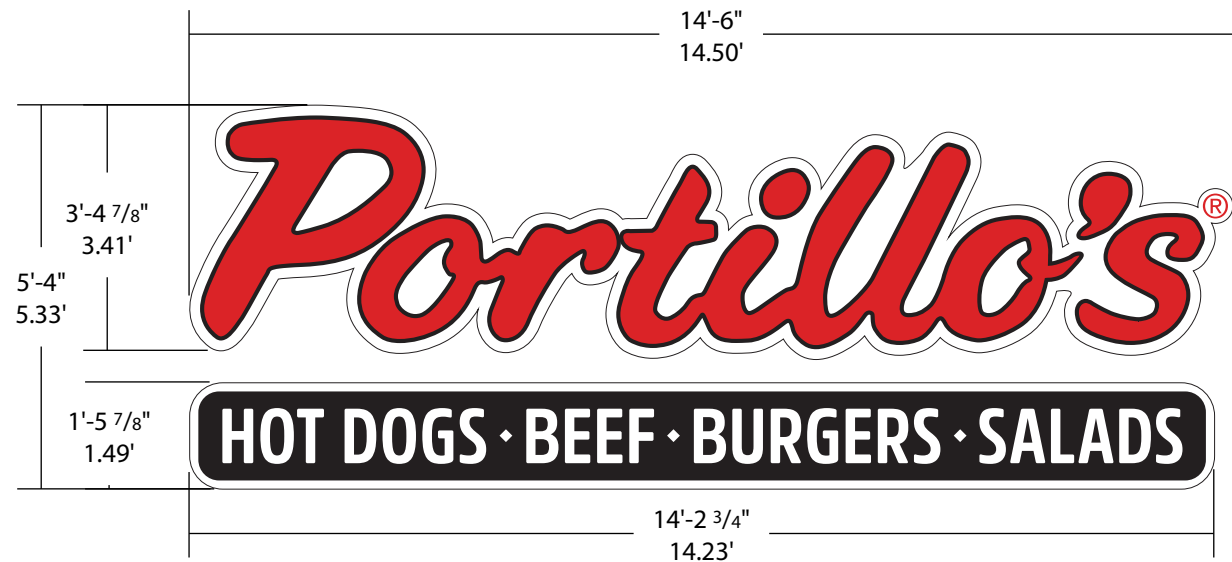
Concept v5.0 - September 30th, 2022



Portillo's - Algonquin Restaurant  
RANDALL RD. AND CORPORATE PRKWAY.  
ALGONQUIN, ILLINOIS







CHANNEL LETTERS ON BACKER

Scale:  
3/8" = 1'-0"

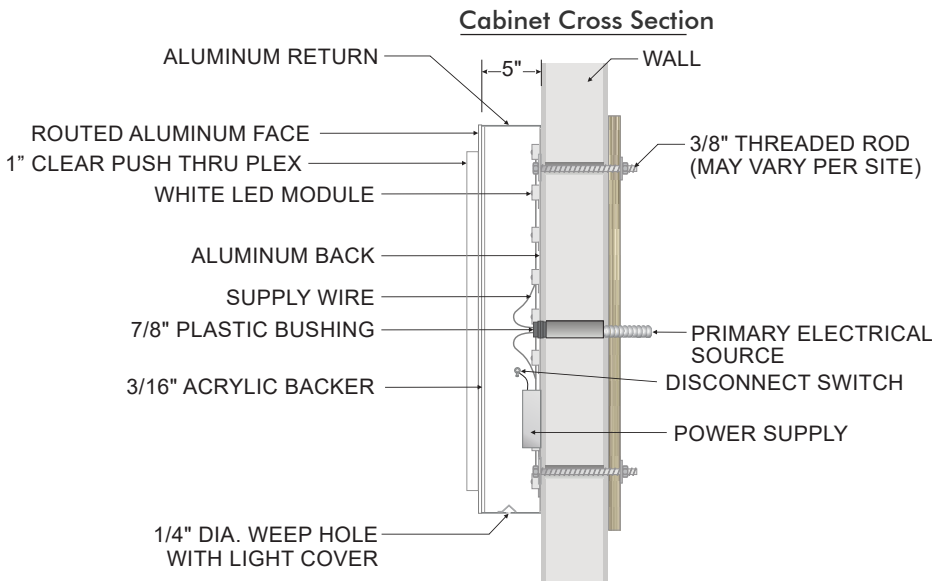
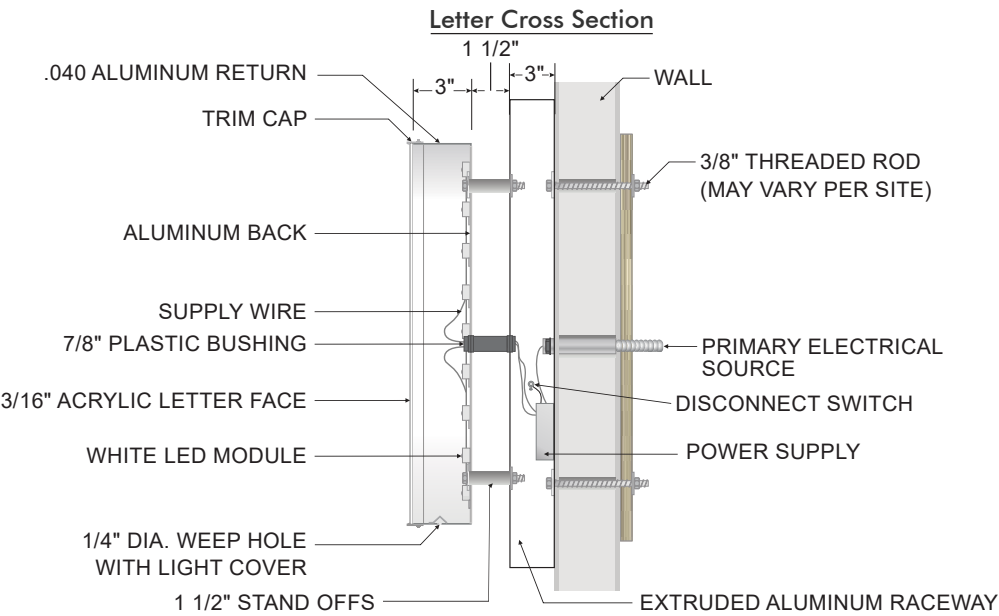
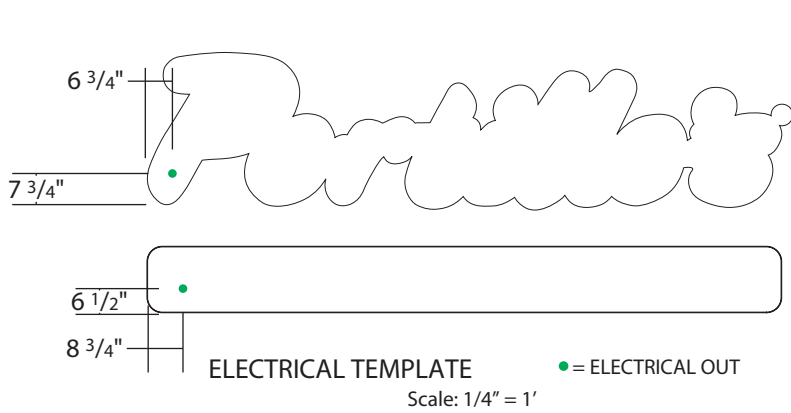
SQFT:  
77.28

Manufacture and install one (1) set of face & halo illuminated channel letters on an aluminum backer cabinet.

- 3" Deep aluminum channel background cabinet, white painted face and returns.
- 3" deep portillos aluminum channel letters. Black painted returns and black trim cap. White polycarbonate face with 3M red translucent vinyl (3630-33) with 3M black opaque vinyl first surface applied graphics, 1 1/2" stand-offs painted white.
- 5" Deep aluminum tag line cabinet. Black painted finish. Routed copy and bullets, white plex back up w/ 1 thick clear plex push thru.



3D VIEW



Customer Approval

Landlord Approval

PROJECT:  
Portillos

LOCATIONS:  
9200 Valley Rd. | 2507 W. Villa Rita Dr.  
Prescott Valley, Phoenix, Arizona 86314  
800-257-5095



Account Executive:  
Gary Johnson

Designer:  
AL

Design Number:  
10810

Job Number:

DATE:  
07/14/2022

SCALE:  
AS NOTED

REVISIONS:  
R6-11/10/2022 AL

SHEET:

4 OF 7

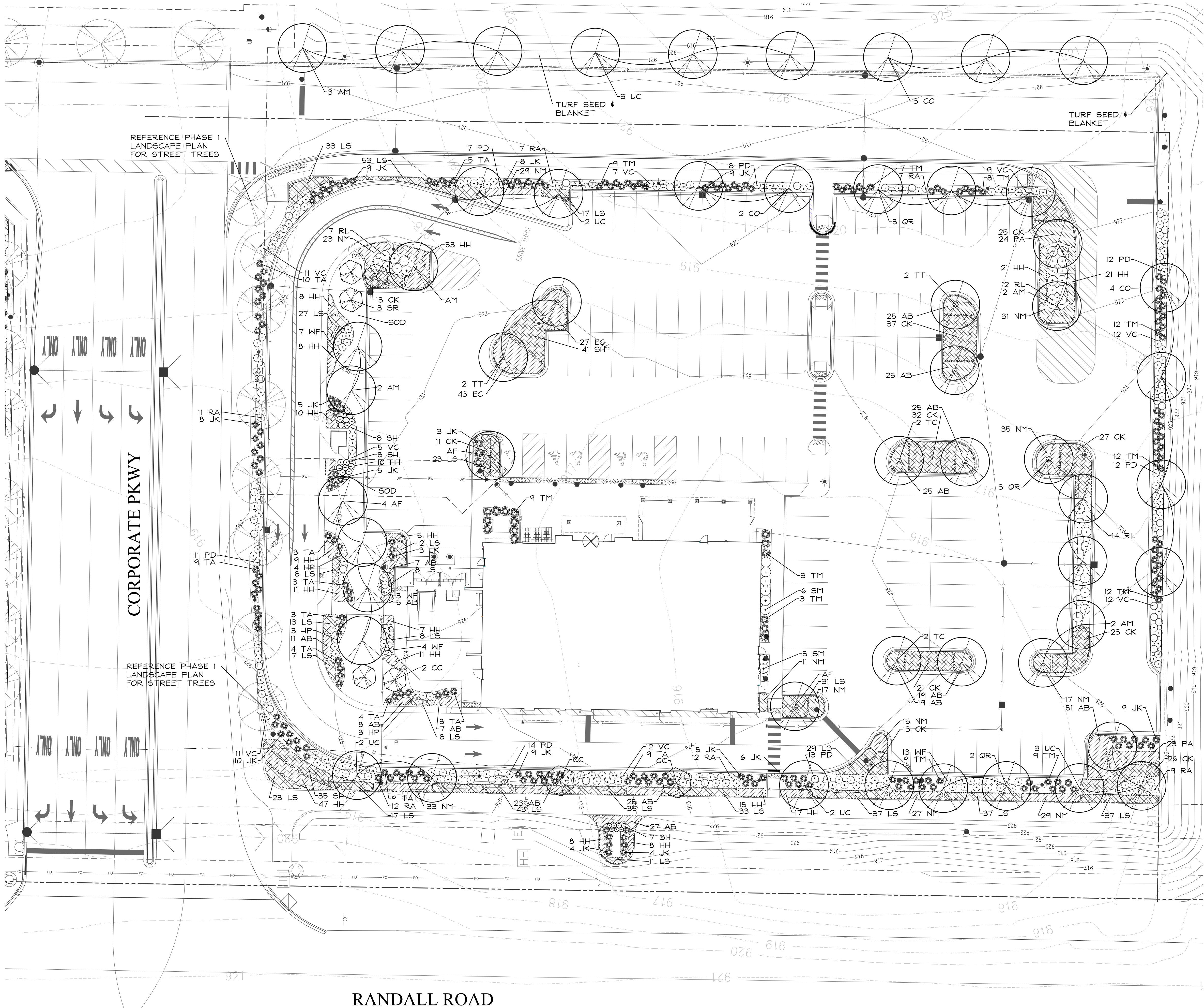


PLANT LIST

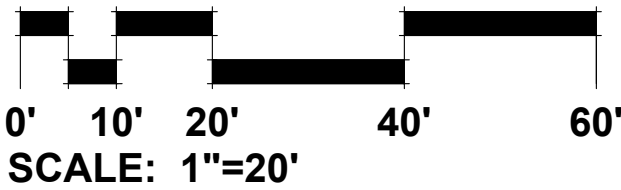
Key	Qty	Botanical/Common Name	Size	Remarks
SHADE TREES				
AF	6	Acer x freemanii 'Jeffers Red' AUTUMN BLAZE MAPLE	2 1/2" Cal.	
AM	10	Acer miyabei 'Morton' STATE STREET MAPLE	2 1/2" Cal.	
CO	9	Celtis occidentalis COMMON HACKBERRY	2 1/2" Cal.	
QR	8	Quercus rubra RED OAK	2 1/2" Cal.	
TC	4	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
TT	4	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2" Cal.	
UC	12	Ulmus carpinifolia 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2 1/2" Cal.	
ORNAMENTAL TREES				
CC	4	Cercis canadensis EASTERN REDBUD	6' Ht.	Multi-Stem
SR	3	Syringa reticulata 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	6' Ht.	Multi-Stem
DECIDUOUS SHRUBS				
HP	10	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	30" Tall	3' O.C.
PD	77	Physocarpus opulifolius 'SMNPOBLR' GINGER WINE NINEBARK	30" Tall	3' O.C.
RA	58	Ribes alpinum 'Greenmound' GREENMOUND ALPINE CURRANT	30" Tall	3' O.C.
RL	33	Rhus aromatica 'Gro-low' GRO-LOW SUMAC	30" Wide	4' O.C.
SM	9	Syringa meyeri 'Paladin' DWARF KOREAN LILAC	30" Tall	4' O.C.
VC	79	Viburnum carlesii 'SMVCB' SPICE BABY VIBURNUM	30" Tall	3' O.C.
WF	27	Weigela florida 'Bokrosopini' SONIC BLOOM PINK WEIGELA	30" Tall	3' O.C.
EVERGREEN SHRUBS				
JK	97	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	30" Tall	3' O.C.
TM	93	Taxus x media 'Densiflora' DENSE YEW	30" Tall	4' O.C.
TA	62	Taxus x media 'Tauntoni' TAUNTON YEW	30" Tall	3' O.C.
ORNAMENTAL GRASSES				
CK	228	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
SH	99	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
PERENNIALS				
AB	302	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
EC	70	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
HH	269	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
NM	267	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
PA	47	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
GROUNDCOVERS				
LS	514	Liriope spicata CREEPING LILYTURF	#SP4	18" O.C.
MISC. MATERIALS				
	106	SHREDDED HARDWOOD BARK MULCH	C.Y.	
	1,374	SOD	S.Y.	
	0.18	TURF SEED & BLANKET	AC.	
	3	BIKE RACKS		

GENERAL NOTES

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



RANDALL ROAD



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

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

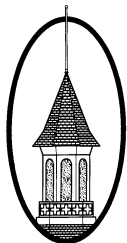
**PORTILLO'S**  
ALCONQUIN, ILLINOIS  
**LANDSCAPE PLAN**

4	11.11.2022
3	9.30.2022
2	9.27.2022
1	9.02.2022

DATE 8.08.2022  
PROJECT NO. JH21121  
DRAWN NKF  
CHECKED GFB  
SHEET NO.

L1.1





# VILLAGE OF ALGONQUIN

## GENERAL SERVICES ADMINISTRATION

### – M E M O R A N D U M –

DATE: December 16, 2022

TO: Tim Schloneger, Village Manager

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

SUBJECT: Algonquin Cemetery Columbaria & Cremation Garden

---

In recent months, staff have revisited the idea of constructing columbaria with a cremation garden in Block 10 of the Algonquin Cemetery as a way to offer a more affordable option for customers and make better use of space in the cemetery.

Block 10 at the Algonquin Cemetery currently has over 200 platted gravesites that cannot be used due to unfinished work that needs to be done before they can be sold. Therefore, the staff has identified this area as a potential site for building columbaria and a cremation garden to make better use of the vacant space. The columbaria would have room for around 200 niches, and the construction and maintenance costs would generate new revenue for the cemetery. Currently, 68% of all usable gravesites in the cemetery have been sold or are in use.

Cremation is expected to be the most common way to dispose of remains by 2030, according to the National Funeral Directors Association and the Cremation Association of North America. The cost of cremation is cheaper than a traditional burial, with a national median cost of \$6,970 for a funeral with viewing and cremation in 2021 compared to \$9,420 for a funeral with viewing and burial including a vault. These costs do not include the cost of a grave site or marker.

Staff have estimated that the construction of the columbaria and cremation garden will cost approximately \$200,000. Based on this cost, residents will be charged \$1,700 to purchase a niche, while non-residents will pay \$2,000. An additional fee of \$300 will be charged for perpetual care, and the placement of an urn or opening of a niche will cost \$500, bringing the total cost for residents to \$2,500 and non-residents to \$2,800. Without need to purchase a concrete vault and grave marker, final resting costs for residents are reduced by \$4,050 through niche purchases.

Upon completion, the project expected to generate \$495,500 in revenue from the sale of niches over 15 years (based on current trends and a fund balance of \$370,000), an increase of 83.5%. After construction costs are considered, operating margins for the Cemetery Fund are projected to be \$295,500, with an additional \$63,000 in perpetual care. Overall, the project is expected to bring in 40% more revenue to operating margins than maintaining the status quo. These prices may change depending on changes in construction costs.

Provided the Committee of the Whole finds the initial concept favorable, the Village will enter into an engineering design agreement with Christopher B. Burke Engineering to design the columbaria and cremation garden in Block 10 of the Algonquin Cemetery.

# Current conditions (Block 10)



*Facing away from Cary Road entrance*



*Facing 901 Cary Road/North Main*



*Facing toward Cary Road entrance*



# Conceptual renditions of Algonquin Cremation Garden



*Facing away from Cary Road entrance*

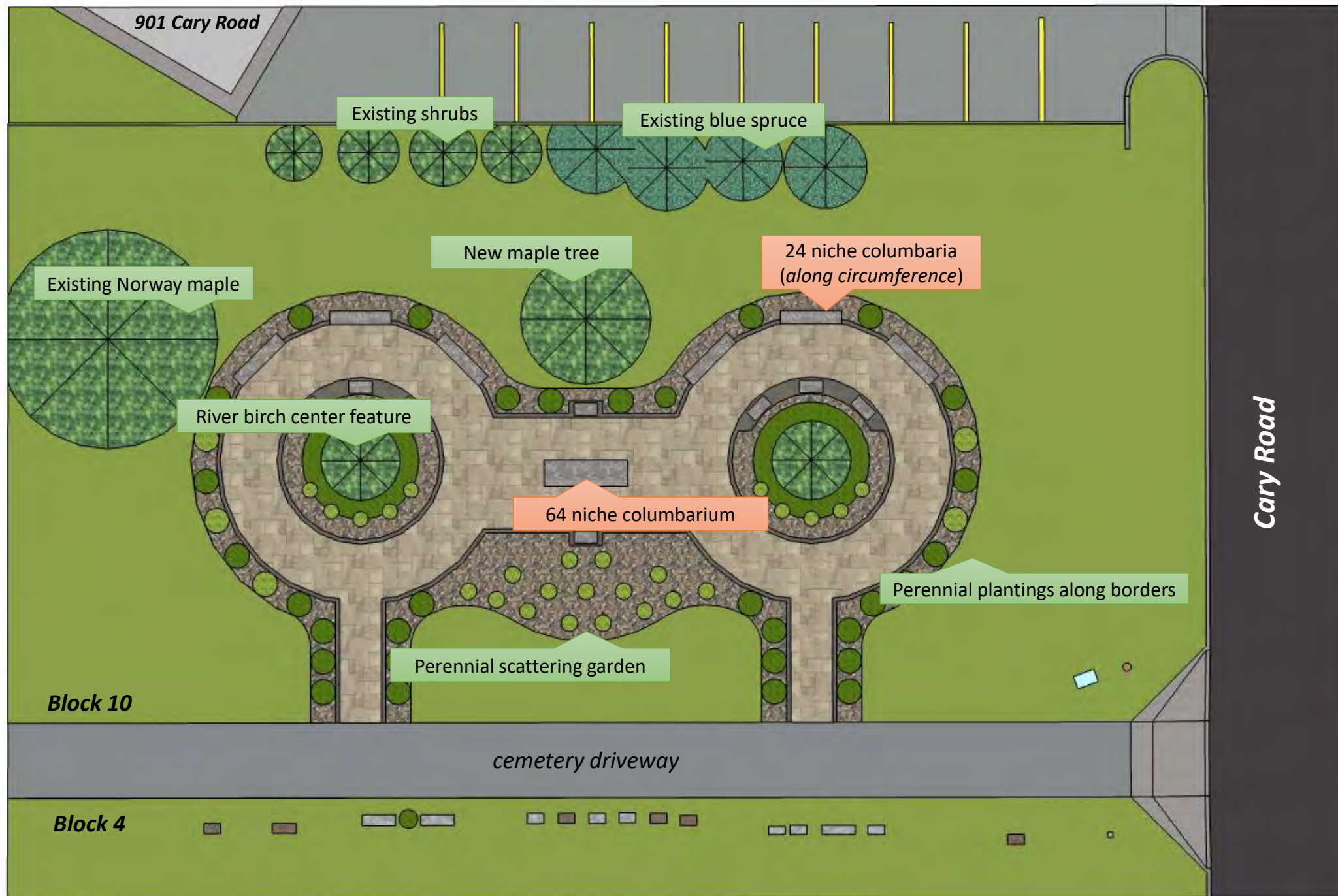


*Facing 901 Cary Road/North Main*



*Facing toward Cary Road entrance*







**VILLAGE OF ALGONQUIN**  
**PUBLIC WORKS DEPARTMENT**  
**– M E M O R A N D U M –**

DATE: December 15, 2022

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Street Light Maintenance Bid*

---

On December 14, 2022 bids were opened for Village owned street light maintenance. Two bids were received for the project, which were H&H Electric Company and Meade, Inc.

This contract provides for the maintenance of 42 controller cabinets to maintain Village owned street lights and lighting systems, as well as non-routine repair work to carry out emergency repairs, repair of the street lighting equipment and cabling. It also covers routine maintenance on 16 rapid flashing pedestrian crossing beacons and any non-routine or emergency repairs needed on those appurtenances.

The attached schedule of prices shows the 42 controller cabinets which require routine monthly maintenance as specified in the bid, and also shows the 16 rapid flashing beacons which will require routine maintenance. (The Village will get charged \$310.19 per cabinet every month, and \$243.15 per rapid flashing beacon each month which results in a yearly maintenance cost of \$203,020.56 – see below)

$\$310.19 \times 12 = \$3,722.28$  per year for each cabinet

$\$243.15 \times 12 = \$2,917.80$  per year for each RFB (rapid flashing beacon)

$\$3,722.28 \times 42$  cabinets = \$156,335.76 per year

$\$2,917.80 \times 16$  RFB's = \$46,684.80 per year

TOTAL \$203,020.56 yearly cost

\$203,020.56 is the entire yearly cost to the Village should there be no issues or non-routine repairs needed to the system. If unforeseen circumstances occur and repairs need to be made to the street lights and their appurtenances, the Village will be charged the unit prices as listed in the contract.

Although the expected yearly cost to the Village will be \$203,020.56, we are awarding this contract based on the bottom line not to exceed total of \$313,274.22 because we need to consider all items in the contract should a non-routine maintenance item be needed.

This contract runs from January 1, 2023 to December 30, 2023 with the option to renew for an additional year at January 1, 2024.

H&H Electric Company currently holds the contract for our street light maintenance. We have found their service to be satisfactory and have had no issues with the company. Money has been budgeted in the Motor Fuel Tax Fund to pay for this service.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of H&H Electric Company to perform street light maintenance in the Village of Algonquin.



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

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

December 14, 2022

Village of Algonquin  
Public Works Department  
110 Meyer Drive  
Algonquin, IL 60102

Attention: Ms. Michelle Zimmerman  
Assistant Public Works Director

Subject: Street Light Maintenance Contract  
Village of Algonquin  
Evaluation of Bid Proposals  
(CBBEL Project No. 070273.00130)

Dear Ms. Zimmerman:

Two bids for the subject project were received and opened at the Village Hall on December 14, 2022 at 10:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

**EVALUATION OF BID PROPOSALS**

The Base Bid proposals range from \$313,274.22 to \$417,534.53 as shown in the Table below.

Contractor	Base Bid
H & H Electric Co.	\$313,274.22
Meade Inc.	\$417,534.53
<i>Engineer's Estimate</i>	<i>\$624,570.00</i>

**General Comments**

- All Bidders provided the required Bid Bonds.
- None of the Contractors had any math errors in the summations of their Bid Pricing as is reflected in the Bid Tabulation.

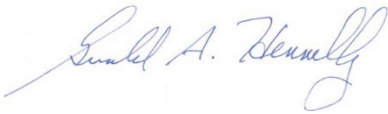


## **RECOMMENDATIONS**

Based on the above, the past experience that the Village has with both contractors, and the several successful projects CBEL has completed with H & H Electric Co., CBEL recommends that a contract be awarded for a total Base Bid amount of \$313,274.22 to the lowest responsive bidder, H & H Electric Co. which includes all Base Bid items listed in the attached Bid Tabulation.

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

Sincerely,

A handwritten signature in blue ink, reading "Gerald A. Hennelly". The signature is fluid and cursive, with the first name "Gerald" and last name "Hennelly" clearly legible.

Gerry Hennelly  
Senior Project Manager  
Mechanical/Electrical Engineering Dept.

GAH/pjb

Encl.: As Noted

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018

VILLAGE OF ALGONQUIN  
STREET LIGHT MAINTENANCE  
CBBEL PROJECT NO. 070273.00130

Bid Tabulation

				ENGINEER'S ESTIMATE		H & H Electric Co. 2830 Commerce Street Franklin Park, IL 60131		Meade Inc. 625 Willowbrook Center Parkway Willowbrook, IL 60527	
CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
A-1	CB-01 (201 N. Harrison St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 176.00	\$ 2,112.00
A-2	CB-02 (1 N. Main St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 308.00	\$ 3,696.00
A-3	CB-03 (County Line Rd. & Edgewood Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 143.00	\$ 1,716.00
A-4	CB-04 (Edgewood Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 341.00	\$ 4,092.00
A-5	CB-05 (Esplanade Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 66.00	\$ 792.00
A-6	CB-06 (Corporate Pkwy./Millbrook Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 187.00	\$ 2,244.00
A-7	CB-07 (Harnish Dr./Millbrook Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 352.00	\$ 4,224.00
A-8	CB-08 (County Line Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 132.00	\$ 1,584.00
A-9	CB-09 (Becky Lynn Ln.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 110.00	\$ 1,320.00
A-10	CB-10 (800 Square Barn Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 88.00	\$ 1,056.00
A-11	CB-11 (801 Circle Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 22.00	\$ 264.00
A-12	CB-12 (100 Jefferson St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 319.00	\$ 3,828.00
A-13	CB-13 (Western Bypass Bridge/100 Jefferson St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 297.00	\$ 3,564.00
A-14	CB-15 (614 S. Main St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 187.00	\$ 2,244.00
A-15	CB-18 (2 S. Main St./W. Algonquin Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 176.00	\$ 2,112.00
A-16	CB-19 (123 S. Harrison St./101 S. Harrison St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 165.00	\$ 1,980.00
A-17	CB-20 (E. Algonquin Rd./W. Algonquin Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 286.00	\$ 3,432.00
A-18	CB-21 (110 Meyer Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 55.00	\$ 660.00
A-19	CB-22 (110 Meyer Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 176.00	\$ 2,112.00
A-20	CB-23 (1000 Square Bard Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 44.00	\$ 528.00
A-21	CB-24 (2200 Harnish Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 88.00	\$ 1,056.00
A-22	CB-25 (2 S. Main St./8 S. Main St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 187.00	\$ 2,244.00
A-23	CB-26 (Jefferson St./Washington St./S. Main St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 374.00	\$ 4,488.00
A-24	CB-27 (Wintergreen Ter.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 55.00	\$ 660.00
A-25	CB-28 (Sleepy Hollow Rd./County Line Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 132.00	\$ 1,584.00
A-26	CB-29 (Sleepy Hollow Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 66.00	\$ 792.00
A-27	CB-30 (Sleepy Hollow Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 66.00	\$ 792.00
A-28	CB-31 (2100 Sleepy Hollow Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 88.00	\$ 1,056.00
A-29	CB-32 (1700 Creeks Crossing Dr./Sleepy Hollow Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 44.00	\$ 528.00
A-30	CB-33 (Sleepy Hollow Rd./1700 Highmeadow Ln.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 55.00	\$ 660.00
A-31	CB-35 (800 Square Barn Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 121.00	\$ 1,452.00
A-32	CB-36 (Wintergreen Ter.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 44.00	\$ 528.00
A-33	CB-37 (609 S. Main St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 88.00	\$ 1,056.00
A-34	CB-38 (700 Highland Ave.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 77.00	\$ 924.00
A-35	CB-39 (101 S. Harrison St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 264.00	\$ 3,168.00
A-36	CB-40 (650 S. Randall Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 627.00	\$ 7,524.00
A-37	CB-41 (Stonegate Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 66.00	\$ 792.00
A-38	CB-42 (230 Stonegate Rd./300 Stonegate Rd.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 66.00	\$ 792.00
A-39	CB-43 (599 Longwood Dr.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 33.00	\$ 396.00
A-40	CB-44 (Trails of Woods Creek Subdivision)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 429.00	\$ 5,148.00
A-41	CB-45 (Trails of Woods Creek Subdivision)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 429.00	\$ 5,148.00
A-42	CB-46 (N. Main St.)	Month	12	\$ 400.00	\$ 4,800.00	\$ 310.19	\$ 3,722.28	\$ 231.00	\$ 2,772.00
RFB-1	Stonegate Rd. between Harnish & Huntington Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-2	Stonegate Rd. between Harnish & Huntington Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-3	Edgewood Dr. East of Harper Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-4	Edgewood Dr. East of Harper Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-5	High Hill Park at Roaring Brook Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-6	710 Roaring Brook Ln.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-7	Harnish Dr. East of Millbrook Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-8	Harnish Dr. East of Millbrook Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-9	Harnish Dr. West of Millbrook Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-10	Harnish Dr. West of Millbrook Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-11	Bunker Hill Dr. West of Woods Creek Ln.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-12	Bunker Hill Dr. West of Woods Creek Ln.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-13	Square Barn Rd. and Wintergreen Ter.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-14	3821 Wintergreen Ter.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-15	1700 Creeks Crossing Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
RFB-16	Sleepy Hollw Rd. and Creeks Crossing Dr.	Month	12	\$ 300.00	\$ 3,600.00	\$ 243.15	\$ 2,917.80	\$ 65.00	\$ 780.00
B-1	Composite Concrete Junction Box	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 1,100.24	\$ 1,100.24	\$ 2,987.00	\$ 2,987.00
B-2	Replace Photocell with Shorting Cap	Each	1	\$ 50.00	\$ 50.00	\$ 0.01	\$ 0.01	\$ 33.00	\$ 33.00
B-3	Photocell	Each	1	\$ 25.00	\$ 25.00	\$ 87.88	\$ 87.88	\$ 47.02	\$ 47.02
B-4	Photocell Control Wire, 3/C-#10	Foot	250	\$ 2.00	\$ 500.00	\$ 0.01	\$ 2.50	\$ 1.53	\$ 382.50
B-5	1 1/2" Unit Duct, 4/C #6 XLP/USE-2, Directional Boring	Foot	1000	\$ 30.00	\$ 30,000.00	\$ 0.01	\$ 10.00	\$ 25.50	\$ 25,500.00
B-6	1 1/4" Unit Duct, 3/C #6 XLP/USE-2, Directional Boring	Foot	1000	\$ 28.00	\$ 28,000.00	\$ 0.01	\$ 10.00	\$ 24.00	\$ 24,000.00

CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
B-7	2" Galvanized Steel Conduit, Directional Boring	Foot	1000	\$ 30.00	\$ 30,000.00	\$ 0.01	\$ 10.00	\$ 26.00	\$ 26,000.00
B-8	3" Galvanized Steel Conduit, Directional Boring	Foot	1000	\$ 40.00	\$ 40,000.00	\$ 0.01	\$ 10.00	\$ 41.00	\$ 41,000.00
B-9	4" Galvanized Steel Conduit, Directional Boring	Foot	1000	\$ 50.00	\$ 50,000.00	\$ 0.01	\$ 10.00	\$ 63.00	\$ 63,000.00
B-10	Trench and Backfill for Electrical Work	Foot	100	\$ 35.00	\$ 3,500.00	\$ 0.01	\$ 1.00	\$ 27.00	\$ 2,700.00
B-11	2" Unit Duct, 4/C #4 XLP/USE-2, Directional Boring	Foot	1000	\$ 32.00	\$ 32,000.00	\$ 0.01	\$ 10.00	\$ 28.73	\$ 28,730.00
B-12	Remove Electrical Cable from Conduit, Disposal	Foot	1000	\$ 1.00	\$ 1,000.00	\$ 0.01	\$ 10.00	\$ 1.00	\$ 1,000.00
B-13	Electrical Cable in Conduit, 1/C #2	Foot	1000	\$ 3.50	\$ 3,500.00	\$ 0.01	\$ 10.00	\$ 3.20	\$ 3,200.00
B-14	Splicing of Lighting Cables	Foot	100	\$ 100.00	\$ 10,000.00	\$ 0.01	\$ 1.00	\$ 83.00	\$ 8,300.00
B-15	Pole Wire, 1/C - #10, feet	Foot	100	\$ 1.50	\$ 150.00	\$ 1.84	\$ 184.00	\$ 1.30	\$ 130.00
B-16	Lighting Cable Fuse Kit	Each	25	\$ 150.00	\$ 3,750.00	\$ 200.04	\$ 5,001.00	\$ 93.00	\$ 2,325.00
B-17	Handhole, Street Lighting	Each	1	\$ 2,500.00	\$ 2,500.00	\$ 0.01	\$ 0.01	\$ 2,987.00	\$ 2,987.00
B-18	Removal of Existing Handhole, Disposal	Each	1	\$ 300.00	\$ 300.00	\$ 0.01	\$ 0.01	\$ 200.00	\$ 200.00
B-19	Ground Rods	Each	10	\$ 210.00	\$ 2,100.00	\$ 0.01	\$ 0.10	\$ 60.00	\$ 600.00
B-20	Painting of Damaged Light Poles	Each	10	\$ 1,000.00	\$ 10,000.00	\$ 1,185.75	\$ 11,857.50	\$ 700.00	\$ 7,000.00
B-21	Light Pole, Aluminum with Mast Arm, 20 Ft. to 30 Ft.	Each	1	\$ 7,500.00	\$ 7,500.00	\$ 19,089.86	\$ 19,089.86	\$ 2,900.00	\$ 2,900.00
B-22	Light Pole, Aluminum with Mast Arm, Greater than 30 Ft.	Each	1	\$ 10,000.00	\$ 10,000.00	\$ 26,963.60	\$ 26,963.60	\$ 3,730.00	\$ 3,730.00
B-23	Luminaire, Sodium Vapor, Horizontal Mount, 400 Watt	Each	10	\$ 700.00	\$ 7,000.00	\$ 0.01	\$ 0.10	\$ 600.00	\$ 6,000.00
B-24	Luminaire, Sodium Vapor, Horizontal Mount, 250 Watt	Each	10	\$ 650.00	\$ 6,500.00	\$ 0.01	\$ 0.10	\$ 500.00	\$ 5,000.00
B-25	Luminaire, Sodium Vapor, Horizontal Mount, 150 Watt	Each	10	\$ 600.00	\$ 6,000.00	\$ 0.01	\$ 0.10	\$ 400.00	\$ 4,000.00
B-26	Luminaire, Sodium Vapor, Horizontal Mount, 100 Watt	Each	10	\$ 500.00	\$ 5,000.00	\$ 0.01	\$ 0.10	\$ 350.00	\$ 3,500.00
B-27	Luminaire, LED, Horizontal Mount	Each	10	\$ 900.00	\$ 9,000.00	\$ 851.28	\$ 8,512.80	\$ 633.00	\$ 6,330.00
B-28	Relamp Luminaire, Sodium Vapor, 100 Watt	Each	50	\$ 75.00	\$ 3,750.00	\$ 0.01	\$ 0.50	\$ 65.00	\$ 3,250.00
B-29	Relamp Luminaire, Sodium Vapor, 150 Watt	Each	50	\$ 75.00	\$ 3,750.00	\$ 0.01	\$ 0.50	\$ 65.00	\$ 3,250.00
B-30	Relamp Luminaire, Sodium Vapor, 250 Watt	Each	50	\$ 80.00	\$ 4,000.00	\$ 0.01	\$ 0.50	\$ 70.00	\$ 3,500.00
B-31	Relamp Luminaire, Sodium Vapor, 400 Watt	Each	50	\$ 100.00	\$ 5,000.00	\$ 0.01	\$ 0.50	\$ 73.00	\$ 3,650.00
B-32	Removal of Luminaire, Salvage	Each	10	\$ 50.00	\$ 500.00	\$ 0.01	\$ 0.10	\$ 25.00	\$ 250.00
B-33	Removal of Luminaire, Disposal	Each	10	\$ 50.00	\$ 500.00	\$ 0.01	\$ 0.10	\$ 25.00	\$ 250.00
B-34	Temporary Sign Support	Each	100	\$ 10.00	\$ 1,000.00	\$ 0.01	\$ 1.00	\$ 5.00	\$ 500.00
B-35	Traffic Control and Protection, Complete	L Sum	1	\$ 1,500.00	\$ 1,500.00	\$ 0.01	\$ 0.01	\$ 500.00	\$ 500.00
B-36	Street Lighting Controller	Each	1	\$ 15,000.00	\$ 15,000.00	\$ 13,241.34	\$ 13,241.34	\$ 8,645.00	\$ 8,645.00
B-37	Street Lighting Controller and Foundation Removal	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 0.01	\$ 0.01	\$ 400.00	\$ 400.00
B-38	Street Lighting Controller, Salvage	Each	1	\$ 50.00	\$ 50.00	\$ 0.01	\$ 0.01	\$ 100.00	\$ 100.00
B-39	Street Lighting Controller Foundation, Removal	Each	1	\$ 250.00	\$ 250.00	\$ 0.01	\$ 0.01	\$ 275.00	\$ 275.00
B-40	PCC Sidewalk, 5", Removal and Replacement	Sq Ft	25	\$ 25.00	\$ 625.00	\$ 0.01	\$ 0.25	\$ 30.00	\$ 750.00
B-41	Street Lighting Handhole	Each	1	\$ 2,500.00	\$ 2,500.00	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
B-42	Non-Routine Work	Hour	8	\$ 160.00	\$ 1,280.00	\$ 445.77	\$ 3,566.16	\$ 143.00	\$ 1,144.00
B-43	Non-Routine Work, Overtime Rate	Hour	4	\$ 250.00	\$ 1,000.00	\$ 891.54	\$ 3,566.16	\$ 207.00	\$ 828.00
B-44	Aerial Truck	Hour	8	\$ 75.00	\$ 600.00	\$ 332.09	\$ 2,656.72	\$ 53.00	\$ 424.00
B-45	Non-Routine Work, Trencher	Hour	8	\$ 30.00	\$ 240.00	\$ 0.01	\$ 0.08	\$ 15.00	\$ 120.00
B-46	Non-Routine Work, Compressor	Hour	8	\$ 25.00	\$ 200.00	\$ 0.01	\$ 0.08	\$ 15.00	\$ 120.00
B-47	Non-Routine Work, Backhoe	Hour	8	\$ 40.00	\$ 320.00	\$ 0.01	\$ 0.08	\$ 30.00	\$ 240.00
B-48	Non-Routine Work, Concrete Saw	Hour	8	\$ 10.00	\$ 80.00	\$ 0.01	\$ 0.08	\$ 10.00	\$ 80.00
B-49	Non-Routine Work, Service Truck	Hour	8	\$ 150.00	\$ 1,200.00	\$ 197.64	\$ 1,581.12	\$ 25.00	\$ 200.00
B-50	Non-Routine Work, Dump Truck	Hour	8	\$ 100.00	\$ 800.00	\$ 0.01	\$ 0.08	\$ 30.00	\$ 240.00
B-51	Light Pole Foundation, Concrete	Foot	10	\$ 150.00	\$ 1,500.00	\$ 0.01	\$ 0.10	\$ 100.00	\$ 1,000.00
B-52	Street Lighting Controller Foundation, Install Only	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 0.01	\$ 0.01	\$ 1,050.00	\$ 1,050.00
B-53	Removal of Street Light Pole, Disposal	Each	1	\$ 150.00	\$ 150.00	\$ 0.01	\$ 0.01	\$ 100.00	\$ 100.00
B-54	Removal of Street Light Pole, Salvage	Each	1	\$ 200.00	\$ 200.00	\$ 0.01	\$ 0.01	\$ 150.00	\$ 150.00
B-55	Light Pole, Ornamental, Post Top Mount 12 Ft. to 16 Ft.	Each	1	\$ 7,500.00	\$ 7,500.00	\$ 10,449.96	\$ 10,449.96	\$ 6,300.00	\$ 6,300.00
B-56	Luminaire LED Vertical Mount	Each	1	\$ 1,500.00	\$ 1,500.00	\$ 1,454.94	\$ 1,454.94	\$ 1,400.00	\$ 1,400.00
B-57	Luminaire HID to Luminaire LED, Mast Arm Mounted	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 851.28	\$ 851.28	\$ 837.00	\$ 837.00
C-1	YEAR 1 (Quarterly Night-Time Inspections)	Qtrs	4	\$ 2,000.00	\$ 8,000.00	\$ 0.01	\$ 0.04	\$ 1,700.00	\$ 6,800.00
BASE BID COST					\$ 624,570.00		\$ 313,274.22		\$ 417,534.53