

AGENDA  
COMMITTEE OF THE WHOLE  
May 22, 2018  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

Trustee Steigert – Chairperson  
Trustee Sosine  
Trustee Spella  
Trustee Jasper  
Trustee Brehmer  
Trustee Glogowski  
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
3. **Community Development**
  - A. Consider a Final PUD and Special Use Permit for Oberweis Dairy, 235 S. Randall Road
  - B. Consider a Special Use Permit for Markwalder Animal Care Clinic, 230 Stonegate Road
  - C. Consider a Re-zoning, Final PUD and Special Use Permit for Fox 14 Marina, 811 N. Harrison Street
  - D. Consider the Following Special Event Permits:
    1. Algonquin Commons
      - o Touch a Truck, June 10;
      - o Outdoor Movie Nights June 2, 16, 23 and 30;
      - o Cruise Nights every Tuesday through September 11;
    2. Algonquin Area Library District Tent Events
      - o June 15 Outdoor Concert;
      - o July 31-August 3 Storytelling festival and outdoor concert;
    3. Trails Swim Team Invitational at Lions Pool
      - o June 23 Swim Tournament and Raffle
4. **General Administration**
  - A. Consider an Agreement with CityFront Innovations
5. **Public Works & Safety**
  - A. Consider an Agreement with Morrow Brothers Ford for the Purchase of a Police Interceptor Utility AWD
  - B. Consider an Agreement with Christopher Burke Engineering for Civil Engineering Work Associated with the Harrison Street Bridge Improvements, Crystal Creek Streambank Improvements, and the Association River Walk
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

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

DATE: May 22, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-01. Oberweis Dairy – Final PUD & SUP (outdoor seating and drive through)**

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Introduction

Mr. Patrick Fitzgerald, Oberweis Dairy, has submitted a petition to for Final Planned Unit Development and Special Use Permit, to construct a 5,000 square foot restaurant building with outdoor seating and a drive-through.

The subject property is located at 235 S. Randall Road and is currently a vacant lot. The parcel is situated directly north of Wendy's and south of BMO Harris.

The building will have a common entrance facing west toward the parking lot, but will offer three separate restaurants inside that are all owned by the Oberweis company: Oberweis Dairy; That Burger Joint; and Woodgrain Pizzeria.

Staff Comments

Attached are comments on the proposed plans from Public Works and Christopher Burke Engineering.

**Site Plan/Engineering** – The subject property is an outlot (Lot 4) in Kaper's East Subdivision, which was platted in 1989. Access to the site will be from the private frontage road to the east, which runs through the River Pointe Shopping Center and connects Stonegate Road with Algonquin Road. Similar to adjacent outlots on Randall Road, the parking lot is setback 50' feet from the existing Randall Road right-of-way however it is important to note this parcel will have approximately half of its landscape setback acquired by the county as part of the Randall Road widening project. Regardless, the location of the parking lot and footprint of the building will maintain a street frontage compatible with the surrounding outlot parcels.

Staff had concern about an earlier version of the parking lot configuration, which depicted perpendicular / straight-in parking that would be more appropriate for two-way traffic aisles. Given this lot would be striped for one-way traffic, the Village Engineer and Staff recommended converting the parking layout to diagonal stalls as reflected on the updated

plans enclosed. The revised layout is more consistent with a one-way flow of vehicles and though the modifications resulted in a loss of 11 parking spaces, the developer has explained they could obtain a formal easement from the River Pointe Shopping Center owner to gain access to additional spaces for their exclusive use, but are comfortable with the initial amount of parking proposed.

Per the village's zoning code, 15 spaces are required per 1,000sf of restaurant space which would amount to a total of 75 spaces being required for a building of this size; given that approximately one-half of the interior space will be kitchen and staff areas, as well as the fact a drive-through ordering option will be available to service customers, Staff is comfortable there will be sufficient parking. The developer shall request their employees park across the frontage road in the main parking field of the River Pointe Shopping Center if parking ever becomes an issue.

The property is required to provide stormwater detention and are proposing an underground storm vault system similar to what the Buona Beef restaurant installed as part of their development a couple years ago. As an additional alternative, Public Works has suggested the developer could pay a stormwater fee-in-lieu to assist with restoration work to the off-site pond the property's runoff ultimately connects into and Village Staff is evaluating the feasibility of doing so in conjunction with the owner of the pond at this time.

**Photometric Plan** – The lighting plans shall be revised to address the Village Engineer's comments. In general, the light fixtures shall comply with village standards, and consist of metal halide or LED, flat black painted posts, downcast lights, and have bulbs flush with housing on 25-foot poles. Light fixtures shall not have a tilt. All wall-mounted lights on the building shall be shielded and downcast with the housing covering the lumens.

**Landscape Plan** – Landscaping treatments are proposed around the perimeter of the site, and there will be 10-foot landscape setbacks on both the north and south sides between the adjacent outlots. Foundation plantings are shown around the building where feasible. The developer shall address the comments and revisions noted in the Public Works review memo, notably the addition of landscape beds along the south property line.

**Signage** – A monument sign is proposed along Randall Road, near the southwest corner of the site but no drawings have been provided at this time. The monument sign shall comply with the Village's Sign Code regulations, which include a maximum height of 10 feet from grade, maximum of two tenant panels and surface area maximum for signable copy of 128 square feet if double-faced. The ground sign shall be made of masonry materials to match the building and have a decorative stone cap.

Currently, the color building elevations show a total of ten (10) wall signs. The color building elevations will need to be revised to conform to the Village's regulations for wall signs. One wall sign is permitted per tenant, with the corner or end units being allowed a second sign. No stamped or painted logos are permitted on the surface of the building's masonry.

**Architecture** – The developer has provided color renderings of the building, which show unique façade treatments for each of the three restaurant concepts. A common masonry foundation will run along the base of the entire building and help to unify the building visually. The shiplap siding on That Burger Joint in the middle of the building will help provide an earth tone color to contrast the lighter brick and stone color palette on the remainder of the building. Staff has concern though that the color of the brick proposed for the Oberweis and Woodgrain Pizzeria facades are in slightly different off-white tones, which will make the exterior look awkward; it is therefore recommended a common brick be used on both facades.

Staff believes that while having three distinct façade treatments on a retail building of this small of a size is unique, it does serve to provide visual interest and reflects Oberweis' intention to present a sort of food-court offering to customers. Additionally, an outdoor seating area is proposed at the south end of the building, adjacent to the Oberweis Dairy tenant space, and shall have a decorative black wrought iron fence enclosure installed around the perimeter.

#### Planning and Zoning Recommendation

On April 9, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (5-0) of the request for Final PUD and Special Use Permit for the drive through and outdoor seating, subject to the conditions listed by staff.

#### Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Final PUD and Special Use Permit for the drive through and outdoor seating, with the following conditions:

1. That site construction shall not commence until a site development permit has been issued by the Village.
2. The Site Plan as prepared by Michael Aragona Architects with a latest revision date of May 1, 2018 shall be revised to incorporate comments from the May 18, 2018 Christopher Burke memo, the March 30, 2018 Public Works memo, and March 26, 2018 Police Department memo. The trash enclosures shall match the design of the building, consist of a masonry exterior, and include space for recycling containers. The developer shall also consider making a sidewalk connection out to the new bike path McHenry County DOT will be installing in the Randall Road right-of-way.
3. The Engineering Plans as prepared by SpaceCo with a latest revision date of May 1, 2018 shall be revised to incorporate comments from the May 18, 2018 Christopher Burke memo, the March 30, 2018 Public Works memo, and the March 19, 2018 Fire District memo, and March 26, 2018 Police Department memo.

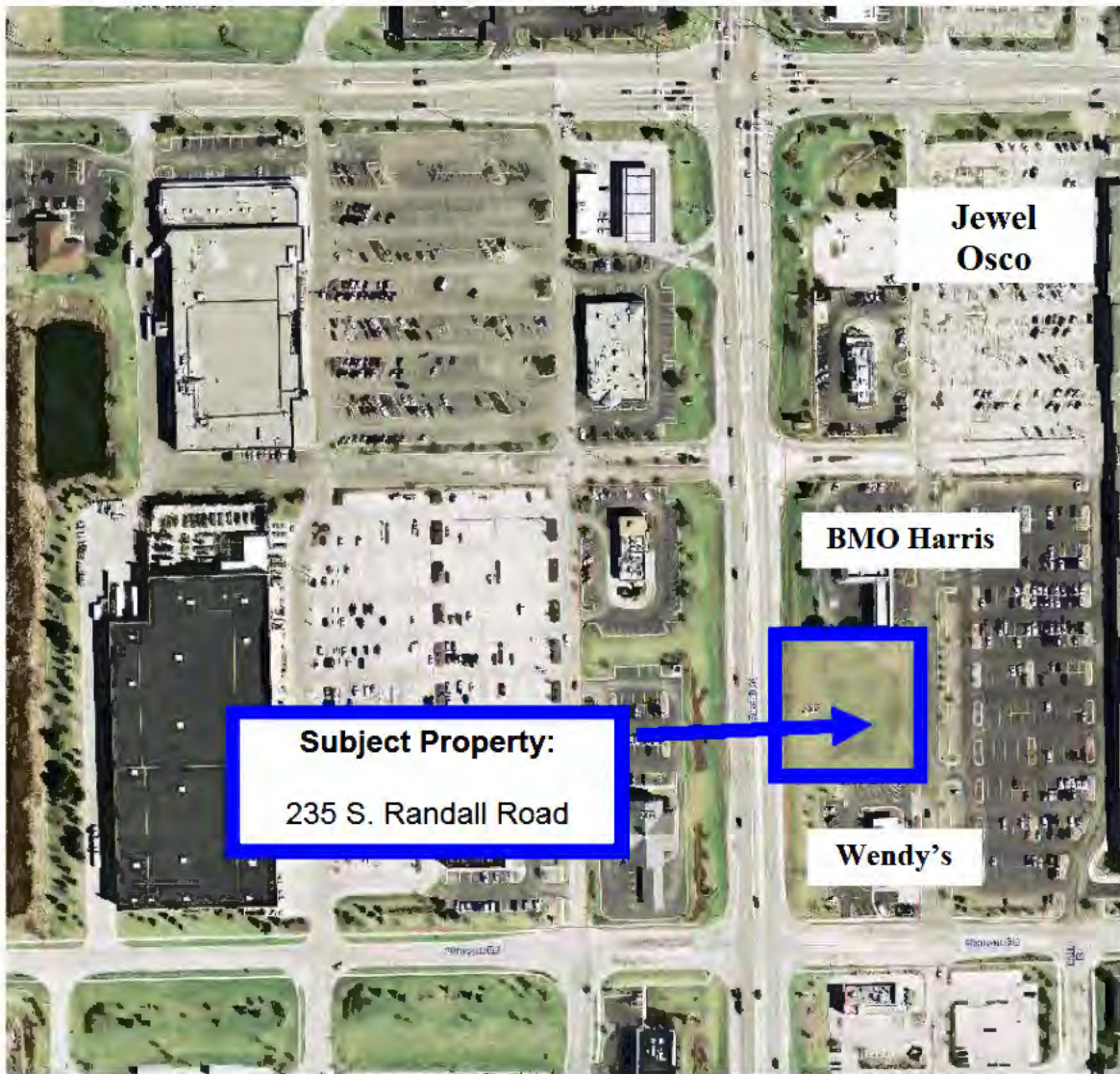


4. The Photometric Plan as prepared by Michael Aragona Architects with a latest revision date of May 1, 2018 shall be revised to incorporate comments from the May 18, 2018 Christopher Burke memo, the March 30, 2018 Public Works memo, and the March 26, 2018 Police Department memo. The parking lot light fixtures shall meet village standards of metal halide or LED lights, the lens flush with the housing, flat black poles and fixtures, and no exposed bulbs.
5. The Landscape Plan as prepared by McCallum Associates with a latest revision date of April 30, 2018 shall be revised to incorporate comments from the May 18, 2018 Christopher Burke memo and the March 30, 2018 Public Works memo. The enclosure around the outdoor seating shall consist of a decorative black wrought iron fence.
6. The building shall be constructed consistent with the architectural elevations prepared by Michael Aragona Architects with a latest revision date of May 1, 2018. The brick and mortar may not be painted at any point in the future. All roof mounted or ground located mechanical/electrical equipment shall be fully screened with an appropriate architectural element or landscaping. The same color brick shall be used on both the Oberweis and Woodgrain Pizzeria facades.
7. A maximum of one monument sign is permitted for the overall development and a total of two sign panels shall be allowed. The monument sign shall comply with the Village's Sign Code regulations, which include a maximum height of 10 feet from grade, maximum of two tenant panels and surface area maximum for signable copy of 128 square feet if double-faced. The ground sign shall be made of masonry materials to match the building and have a decorative stone cap.
8. The wall sign plans as prepared by Direct Sign Systems with a latest revision date of March 12, 2018 shall be revised to conform to the Village's Sign Code regulations that permit one (1) wall sign per tenant. End or corner unit tenants shall be permitted a second wall sign. No stamped or painted logos are permitted on the surface of the building's masonry.

#### Enclosures

Subject Property Map  
P&Z minutes  
Staff Review Memos  
Developer Plan Submittal

# Property in Question Map



Mason reviewed his staff report for the Commission. This building was formerly the Foundations Montessori School, which previously had a Special Use Permit, but because the building has been vacant for more than a year, that special use has expired, necessitating the new one. Except for converting one classroom to offices, there would be no changes to the building. Staff recommended approval of this request.

### **COMMISSION QUESTIONS/COMMENTS**

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Hoferle asked about security. Schaffer explained the school would have 40 students with a ratio of 2 students per teacher. The hours would be 7 am to 5 pm. All doors would be locked and staff would have to display photo ID tags. For this facility they are considering indoor and outdoor cameras.

Commissioner Laipert asked about busses and food service. Schaffer noted students could be bussed by the District and/or dropped off and picked up by parents. Food would be provided by the School District, typically delivered to the facility.

Chairperson Patrician noted there was no more Commission questions, and opened Public Comment.

### **PUBLIC COMMENT**

Chairperson Patrician called twice for public comments. There being none, Chairperson Patrician closed the Public Comment.

### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for Special Use Permit for the Ombudsman Educational Services. Commissioner Laipert moved and Commissioner Sturznickel seconded a motion to recommend approval of the request consistent with the findings of fact listed in the April 9, 2018 Community Development memorandum, the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: Szpekowski, Postelnick. Motion carried 5-0.

**AGENDA ITEM 6:** Request for Final PUD and Special Use Permit for 235 S. Randall Road  
**Case No. 2018-01.** Oberweis Dairy  
**Petitioner:** Patrick Fitzgerald, Oberweis

### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

### **PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Patrick Fitzgerald of Oberweis, Brett Duffy of SpaceCo and Mike Garagona, Architect. Fitzgerald noted this was a new “triple” concept, with Oberweis, That Burger Joint,

and Woodgrain Pizzeria all in one building. This was their third facility in Illinois, the other two being in Glen Ellyn and Bolingbrook.

Chairperson Patrician then asked for Staff Comments.

### **STAFF COMMENTS**

Mason reviewed his staff report for the Commission. The petition is for multiple restaurants in one building with a drive through and outdoor seating area. The configuration of the site is with one-way circulation, but the perpendicular parking could be confusing so Staff recommended diagonal parking. Also the exit from the drive-through was a tight turn and the applicant needed to do a turn movement study to show it was maneuverable. Staff also recommended a connection to the future bike path that will be built on the east side of Randall Road, and some restrictions on wall signs to meet code. Staff recommended approval with the recommended conditions in the staff report.

Architect Garagona shared a new building elevation with “white brick”.

### **COMMISSION QUESTIONS/COMMENTS**

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Sturznickel asked if the drive through was only for the burger joint. Fitzgerald answered it was for all three users, as it was centrally located in the building.

Commissioner Hoferle noted he liked the “white brick” elevation better. Mason asked if it were the same glazed brick that was on the Woodgrain Pizza side. Garagona answered no, the glazed brick was only for highlights.

Commissioner Hoferle asked why they closed the previous store. Fitzgerald explained that was a franchise owned store and when the lease expired the franchisee closed the store and went out of business. This was a new concept they’ve been trying to bring to Algonquin since then, and finally landed the right site. This would be a Corporate-owned store.

Chairperson Patrician asked for clarification on the signs, Farnum clarified the “stamped” sign was prohibited. Fitzgerald discussed the outdoor dining areas and cross access parking for the Commission.

There being no further Commission questions, Chairperson Patrician opened the Public Comment.

### **PUBLIC COMMENT**

Chairperson Patrician called twice for public comments. There being none, Chairperson Patrician closed the Public Comment.

Commissioner Hoferle and Chairperson Patrician asked for another clarification on parking. Fitzgerald noted they could get a formal easement from the RiverPointe owner, but would prefer not to as it could delay the project. In their experience they were providing sufficient parking, as the three restaurants had different peak dining times.

### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for Final PUD and Special Use Permit for 235 S. Randall Road, Oberweis Dairy. Commissioner Laipert moved and Commissioner Hoferle seconded a motion to recommend approval of the request consistent with the findings of fact listed in the April 9, 2018 Community Development memorandum, and the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: Szpekowski, Postelnick. Motion carried 5-0.

### ***AGENDA ITEM 7:*** New/Old Business

Commissioner Hoferle asked how the construction was going downtown. Farnum answered most everything was on or ahead of schedule, and now the Village was hoping to get the Crystal Creek bridge completed this calendar year also.

### ***AGENDA ITEM 8:*** Adjournment

A motion to adjourn the meeting was made by Commissioner Neuhalfen and seconded by Commissioner Hoferle, a voice vote noted all ayes. The motion carried and the meeting was adjourned at 10:15p.m.

Respectfully Submitted,

Russell W Farnum, AICP  
Community Development Director



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

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

May 18, 2018

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Attention: Ben Mason, Senior Planner

Subject: Oberweis Dairy Final PUD & Special Use Permit- SECOND REVIEW  
Algonquin Case No. 2018-01  
(CBBEL Project No. 07-0272.00108)

Dear Ben:

We have reviewed the following documents related to this project:

- Site Improvement Plans prepared by SPACECO, Incorporated bearing a revision date of May 1, 2018
- Response Memo to CBBEL and Village comments prepared by SPACECO, Incorporated, undated
- Final Stormwater Management Report prepared by SPACECO, Incorporated bearing a revision date of May 2018
- Architectural Plan Sheets A0.2 thru A2.1 prepared by Michael Aragona, Architect bearing a revision date of May 1, 2018
- Photometric Plan E0.0P prepared by Hansen Palmer Associates, Ltd. bearing a revision date of May 1, 2018
- Beacon Lighting Catalog Cuts
- Report of Soils Exploration prepared by Testing Service Corporation dated April 25, 2018
- Seasonal High Groundwater Elevation Opinion prepared by Testing Service Corporation dated April 26, 2018
- Landscape Plan L1.0 prepared by McCallum Associates bearing a revision date of April 30, 2018

The following comments need to be addressed before Christopher B. Burke Engineering, Ltd. can recommend acceptance of final engineering by the Village:

**SITE IMPROVEMENT PLANS**

Sheet 6

1. The slope of the 66' long underdrain segment should be revised to 0.76% if the given upstream and downstream inverts are held.



#### Sheet 7

2. Approximate dates shall be added to the items in the construction sequence under Item B in the SESC notes. **PREVIOUS COMMENT NOT ADDRESSED**

#### Sheet 14

3. The locations and diameters of the storm sewer pipe connections to the Storm Trap vaults should be added to Detail 2.0, if the vault is to be constructed. We acknowledge receipt of the email from Ben Mason on May 14, 2018 stating that the applicant may provide a fee-in-lieu of detention. This comment is not applicable if no improvements are to be constructed.

#### **PHOTOMETRIC PLAN AND LIGHTING CATALOG CUTS**

4. The final engineering submittal shall include an electrical site plan showing the conduit and wire sizes feeding the exterior light poles and the source of control. All conduit under pavement shall be galvanized metal.

#### **STORMWATER MANAGEMENT COMMENTS**

5. The revised design proposes to provide the required detention within a closed-bottom Storm Trap structure and the retention provided in an aggregate storage area beneath the newly added permeable pavement. The high seasonal groundwater elevation is driving this change. We discussed these changes with the design engineer last month prior to their submission and recommend approval of this change. **NO RESPONSE REQUIRED**

#### **OUTSIDE PERMITTING AGENCIES**

6. A permit will be required from the IEPA for the sanitary sewer discharge if it will exceed 1500 gallons per day. We acknowledge the response from the engineer that the application is being provided to the Department of Public Works.

#### **GENERAL COMMENTS**

7. The final engineering submittal shall include an Engineer's Opinion of Cost for both public and private site developments for the determination of Village-required project securities and fees. We acknowledge the engineer's response that it will be provided later.

8. All subsequent engineering submittals shall include a comment disposition letter detailing how each comment was addressed.

Sincerely,



Paul R. Bourke, PE CFM  
Assistant Head, Municipal Department



# VILLAGE OF ALGONQUIN

## PUBLIC WORKS DEPARTMENT

### – MEMORANDUM –

DATE: *Friday, March 30, 2018*  
TO: *Robert Mitchard*  
FROM: *Shawn M. Hurtig*  
SUBJECT: *Public Works Review # 1 – Final PUD*  
*Oberweis Diary (CD2018-01)*

Please find below the Village of Algonquin comments, concerns, and issues regarding the subject project.

#### Project Supplemental Documentation Requirements:

1. Geotechnical Report (if any)
2. Ph. 1 Environmental Report
3. Traffic Study (full development traffic analysis)
4. Grease Trap Sizing Calculation (see attached)
5. Water Customer Data Sheet (see attached)

#### Plan Review Comments:

<u>PAGE</u>	<u>ISSUE</u>
GR 1	Provide a symbol in the legend for reverse (pitch out) curb
GR 1	Provide a symbol in the legend for depressed (no head) curb
UT 1	Add frame and lid type call outs for all Water & Sanitary structures
UT 1	The Village would like the designer to investigate the potential of adding the proposed site improvement storm water to the existing 15" storm sewer at the SE corner of the site. If the 15" is not sufficient the Village requests that the new storm pipe be adequately sized to handle the existing storm water in the 15" and that the existing 15" be abandoned once new main is installed. This is in order to avoid a parallel storm sewer drainage system.
SE 3	Erosion control fence shall be installed around the full perimeter of the site
SE 3	Provide inlet protection to all open grated structures within 100 feet of the construction entrance
SE 3	Use Village detail for construction entrance installation
S 1	Remove sanitary sewer notes, and add note that project requires Village approval of all utility submittals
S 1	Remove water system notes, and add note that project requires Village approval of all utility submittals

D 3	If a storm water detention vault is to be installed as part of the project, please provide sufficient detailing and/or cut sheets of the installation. Information should also include access for maintenance, and how pipe penetrations will be accommodated
Misc.	For clean outs that fall within a hardscape (such as the storm CO called out in the parking lot) a detail must be provided on how these will be installed in traffic areas. (Village sketch attached of possible installation)
L 1	Please only use Village approved shade trees for installation (most current list is found at <a href="https://www.algonquin.org/egov/documents/1490967146_24991.pdf">https://www.algonquin.org/egov/documents/1490967146_24991.pdf</a> )
L 1	Add planting beds that include a mix of shrubs and perennials to the south property line
L 1	Add some shape to the shrub row on the west side of the project and add perennials
L 1	Is there a monument sign?? If so, please provide a planting plan
Misc.	There is a difficult if not impossible turning movement designed for the vehicles existing the drive through lane, which are planning to go south bound on the frontage road. Provide an autoturn exhibit indicating wheel path of a SUV making this maneuver. (SL)
Misc.	In lieu of installing a onsite storm water detention vault, the Village is requesting that this requirement be waived in favor of the following (MZ): <ol style="list-style-type: none"> <li>1. Developer contacting the current subdivision association and arranging to have the existing storm water facility deeded over to the Village.</li> <li>2. A fee of up to 5K be provided to the Village to perform all legal work for transference of property</li> <li>3. A fee of up to 50K be provided to the Village to perform the restoration of the detention facility</li> </ol>
Cc:	Project File (listed in footer)
Attachments:	Water Customer Data Sheet, Grease Trap Sizing, CO Sketch





# Village Of Algonquin Police Department

~MEMORANDUM~



DATE March 26, 2018  
TO Ben Mason, Senior Planner  
FROM Sergeant Robert Salazar  
SUBJECT Case No. 2018-01 Oberweis Dairy

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The plans for Oberweis Dairy and there are no objections to the plans submitted to the police department. Confirming that the north parking lot entry is ingress/egress and the south entry is egress only. The south entry should be properly marked with signage indicating such.

As a reminder, the handicap parking fine should be displayed as \$500 and not \$100 to conform with the Village of Algonquin parking ordinance.



# Algonquin-Lake in the Hills Fire Protection District

1020 West Algonquin Road • Lake in the Hills, IL 60156 • (847) 658-8233 • Fax: (847) 854-2609

To: Ben Mason

From: Michael D. Murphy

Subject: Case No. 2018-01  
Oberweis Dairy

Date: May 17, 2018

Ben the new proposal indicates there is an existing fire hydrant with 85' of the FDC, so we are OK with this project.

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Trustees  
Rick Naatz  
John Bradach  
Michael Markowitz  
Charles Teson  
Bruce Tousaint

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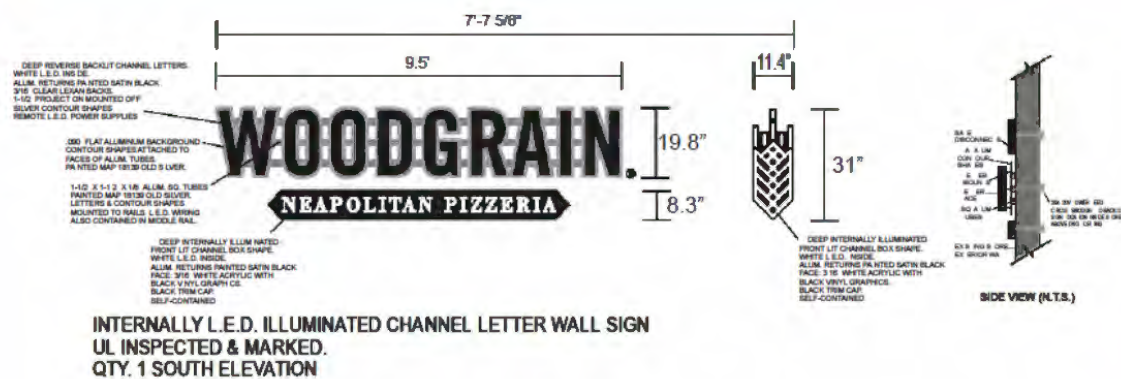
Fire Chief  
Peter Van Dorpe

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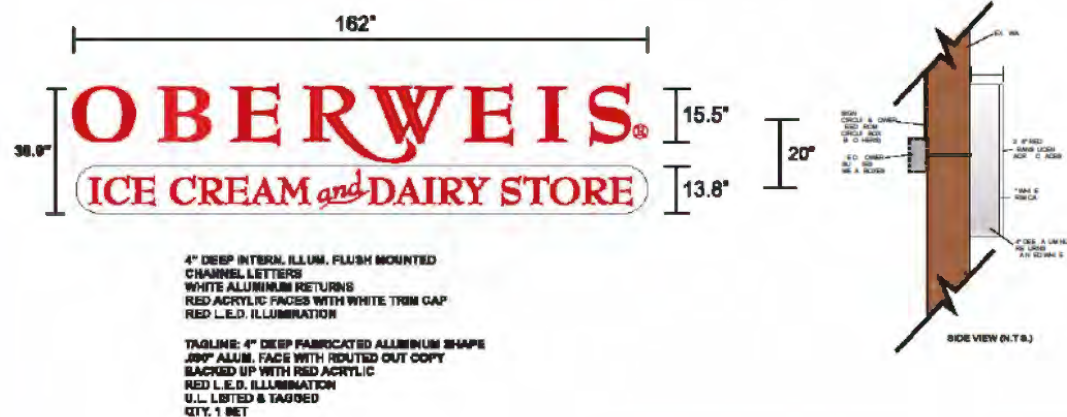
Commissioners  
Jeff Harper  
Tamara Miner-Corso  
Timothy Moss







EAST ELEVATION



**WARNING:** This drawing is the sole property of Direct Sign Systems, Inc. It is intended to represent an original design option requested by the client named below. It is NOT to be shown to ANYONE other than this client without the permission of the designer.



**Direct Sign Systems**

Division of Marlo, Inc.

Customer: Oberweis Dairy

Project: New Location - East Elevation

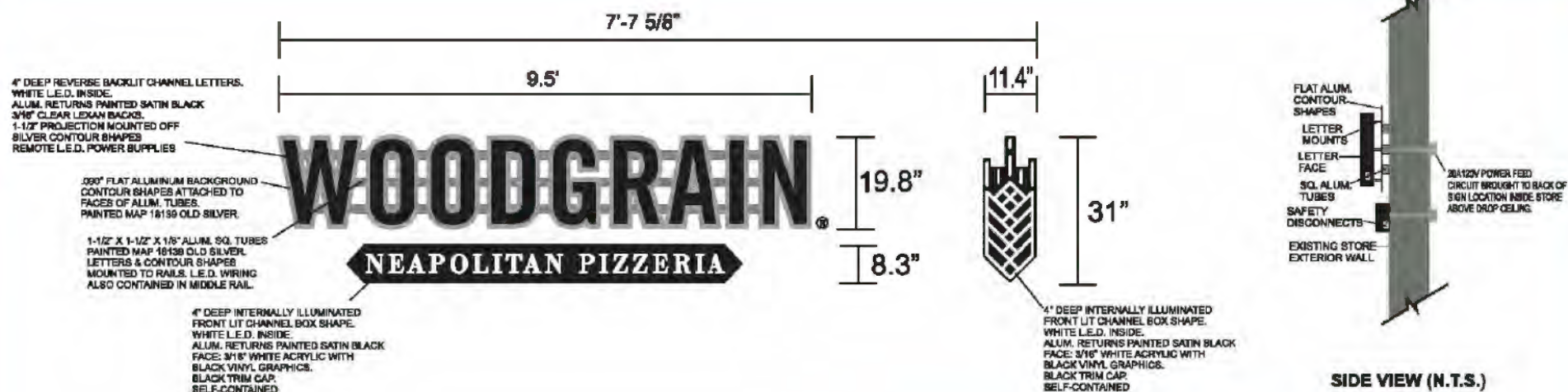
Location: Algonquin, IL

Designed By: DJF

Date: 03-12-18

Date Revised:





**INTERNALLY L.E.D. ILLUMINATED CHANNEL LETTER WALL SIGN UL INSPECTED & MARKED.**



**NORTH ELEVATION**

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**Customer:** Oberweis Dairy

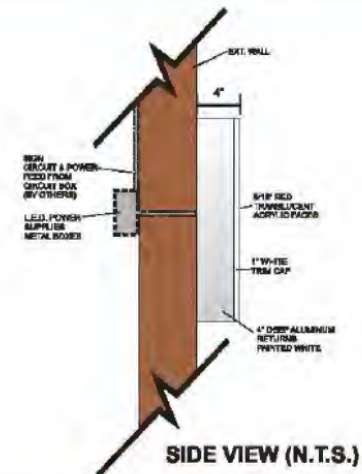
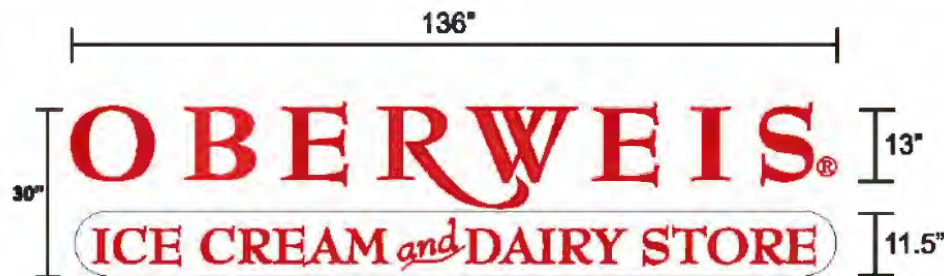
**Project:** New Location - North Elevation

**Location:** Algonquin, IL

**Designed By:** DJF

**Date:** 03-12-18

**Date Revised:**



**4" DEEP INTERN. ILLUM. FLUSH MOUNTED  
CHANNEL LETTERS  
WHITE ALUMINUM RETURNS  
RED ACRYLIC FACES WITH WHITE TRIM CAP  
RED L.E.D. ILLUMINATION**

**TAGLINE: 4" DEEP FABRICATED ALUMINUM SHAPE  
.090" ALUM. FACE WITH ROUTED OUT COPY  
BACKED UP WITH RED ACRYLIC  
RED L.E.D. ILLUMINATION  
U.L. LISTED & TAGGED  
QTY. 1 SET**



### SOUTH ELEVATION

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**Customer:** Oberweis Dairy

Project: New Location - South Elevation

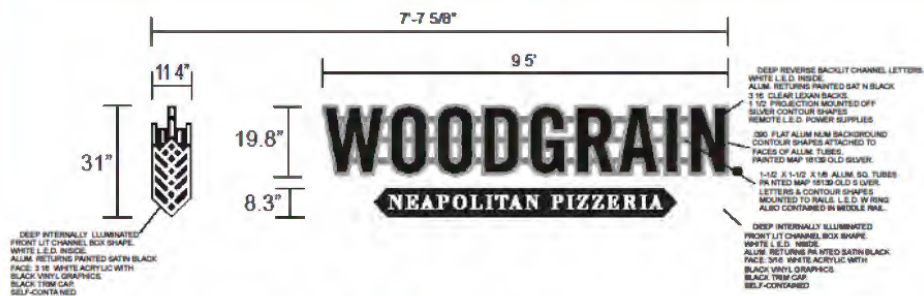
**Location:** Algonquin, IL

Designed By: DJF

Date: 03-12-18

Date Revised:

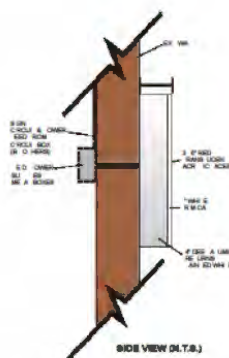




INTERNALLY L.E.D. ILLUMINATED CHANNEL LETTER WALL SIGN  
UL INSPECTED & MARKED.  
QTY. 1 SOUTH ELEVATION



BACKLIT REVERSE CHANNEL LETTER LOGO  
3" DEEP FABRICATED ALUMINUM LOGO  
PAINTED 3 CORP COLORS WITH WHITE OUTLINE.  
WHITE L.E.D. INTERNAL ILLUMINATION.  
MOUNTED 2" FROM WALL FOR "HALO" BACKLIGHTING.  
UL LISTED & MARKED



**WARNING:** This drawing is the sole property of Direct Sign Systems, Inc. It is intended to represent an original design option requested by the client named below. It is NOT to be shown to ANYONE other than this client without the permission of the designer.



Customer: Oberweis Dairy

Project: New Location - West Elevation

Location: Algonquin, IL

Designed By: DJF

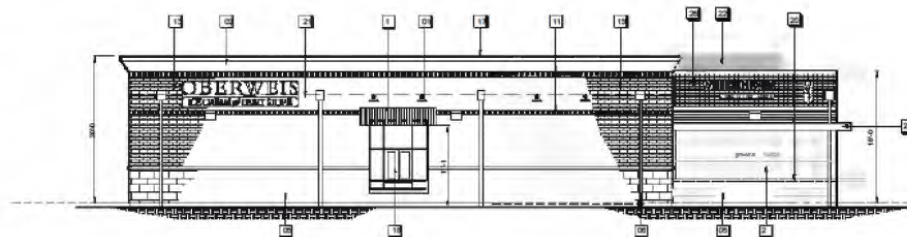
Date: 03-12-18

Date Revised:



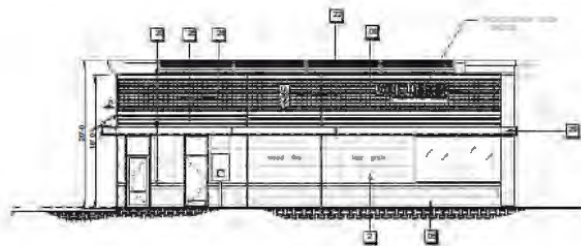
04 SOUTH ELEVATION  
1/8" = 1'-0"

ALL WALL SIGNAGE UNDER SEPARATE PERMIT BY OTHERS



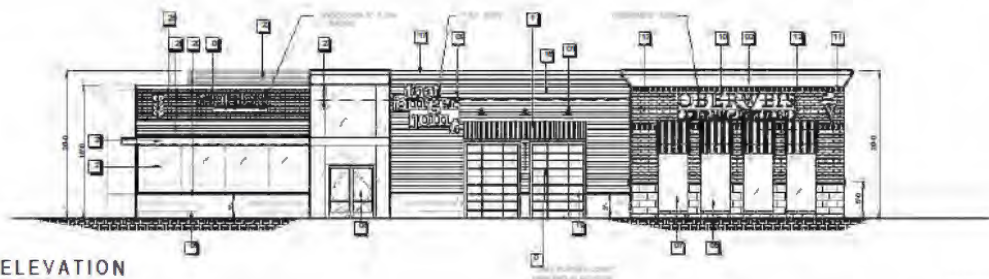
03 EAST ELEVATION  
1/8" = 1'-0"

ALL WALL SIGNAGE UNDER SEPARATE PERMIT BY OTHERS



02 NORTH ELEVATION  
1/8" = 1'-0"

ALL WALL SIGNAGE UNDER SEPARATE PERMIT BY OTHERS



01 WEST ELEVATION  
1/8" = 1'-0"

ALL WALL SIGNAGE UNDER SEPARATE PERMIT BY OTHERS

## KEY NOTES

- 1 WALL ARM MOUNTED LIGHTING, SEE ELECTRICAL FOR ADDITIONAL INFORMATION
- 2 SYNTHETIC PLASTER ON 2 1/2" EPS INSULATION ON 3" EXTERIOR OR PLYWOOD OVER METAL FRAMED CORNER TRIM ALTERNATE: FIBERTECH FC 1085-1 MC STATE HEIGHT: 2" DEPTH: 1 1/8"
- 3 HOT USED
- 4 BLACK SIGN (NON-INTERIALLY ILLUMINATED) VISION SPOT LIGHTING, SEE ELEC. FOR ADDITIONAL LIGHTING INFORMATION, SIGNAGE VENDOR SHALL APPLY FOR SEPARATE PERMIT AS REQUIRED BY JURISDICTION
- 5 FULL BED DIMENSIONAL MASONRY UNIT (WANSKOT OVER 8 CMU) SILLS AND COPING CAP TO MATCH
- 6 12 SCUPPER W/ 5/8" DOWNSPOUTS TO UNDERGROUND STORM DRAIN, COLOR TO MATCH PAC-CLAD OVER METALLIC
- 7 1 INSULATED TINTED GLAZING IN THERMALLY BROKEN FRAMES, MULLION SPACING AS INDICATED IN ELEVATIONS, CLEAR ANODIZED FINISH
- 8 5/8" SER. 85 (NARROW STYLE) STOREFRONT ENTRANCE BY KAWNEER OR EQUAL, CLEAR ANODIZED FINISH
- 9 ILLUMINATED INDIVIDUAL CHANNEL LETTER SIGNAGE - SIGNAGE VENDOR SHALL APPLY FOR SEPARATE PERMIT
- 10 ILLUMINATED INDIVIDUAL LETTER SIGNAGE W/ RACEWAY - SIGNAGE VENDOR SHALL APPLY FOR SEPARATE PERMIT
- 11 BRICK BOLDER COURSE
- 12 NON-ILLUMINATED STRIPED AWARDS BY OWNER, O.C. SHALL COORDINATE W/ OWNER VENDOR DURING INSTALLATION
- 13 TUMBLED MODULAR BRICK / STONE
- 14 PAC-CLAD 2 1/2" GA. CORRUGATED PANELS (SILVER METALLIC) METAL CANOPY ON METAL PURLINS INSTALLED ON CUSTOM STEEL BRACKET SUPPORTS, SUPPORTS SHALL BE PRIMED AND PAINTED TO BLACK, SUPPLIER TO PROVIDE ANCHOR DETAILS FOR PERMIT
- 15 NOT USED
- 16 1/2" HORIZONTAL FLAT 8 1/2" DIA. MOUNTED SHIPPLAP 8" EXPOSURE, OWNERS VENDOR FOR RECLAIMED CAN MOUNT THE SHIPPLAP AND PROVIDE COAT TO THE GC, PROVIDE IN 8 1/2" FOR OPAQUE STAIN AND SEALER & HAIL HOLE PATCHING & TOUCHUP TO MATCH
- 17 CLEAR ANODIZED ALUM. HMM COPING CAP - 8" EXPOSURE
- 18 DRIVE THRU WINDOW - READY ACCESS, W/ ELECTRIC OPERATION, CLEAR GLAZ. NO. 1, CLEAR ANODIZED FRAME, F. HSH, PROVIDE 5 DE LIGHT AND TRANSOM PER ELEVATIONS
- 19 METAL WINDOW FRAMES - BLACK W/ 1" INSULATED GLAZING, F. HSH, PER ELEVATIONS, INTERNAL MOUNTING AS SHOWN
- 20 CULTURED STONE ROUNDED COPING CAP & INTERMEDIATE TRIM BANDS
- 21 TBU GHOSTED STAMP OF APPROVAL: 18" - 3/4" DIA. PAINTED ON BR CK. PERFORMED BY OWNERS VENDOR
- 22 BLACK ALUM. HMM LOUVER EQU. PRESENT ROOF SCREEN
- 23 BLACK CHAIN LINK FENCING W/ BLACK SLATS
- 24 CHALKBOARD GRAY SIDING PANELS, THRU BODY PORCELAIN 30 X 30" TILES
- 25 W/8 GRAY HORIZONTAL 8 1/2" DIA. 3" EXPOSURE, SHIPPLAP SMOOTH PANELS
- 26 TUMBLED MODULAR BRICK / STONE
- 27 CLEAR INSULATED BUTT GLAZED STOREFRONT AND VEST BULE
- 28 DARK GREY 'SLATE' PORCELAIN TILE PANELS
- 29 BLACK METAL CHANNEL OPEN RAINING

MICHAEL  
ARAGONA  
architect.

BARRINGTON, IL 60010 (847) 394-7601 m.aragona@me.com



that  
butter  
joint



SUBMITTAL	
NO.	DATE
1	12 FEB 2018

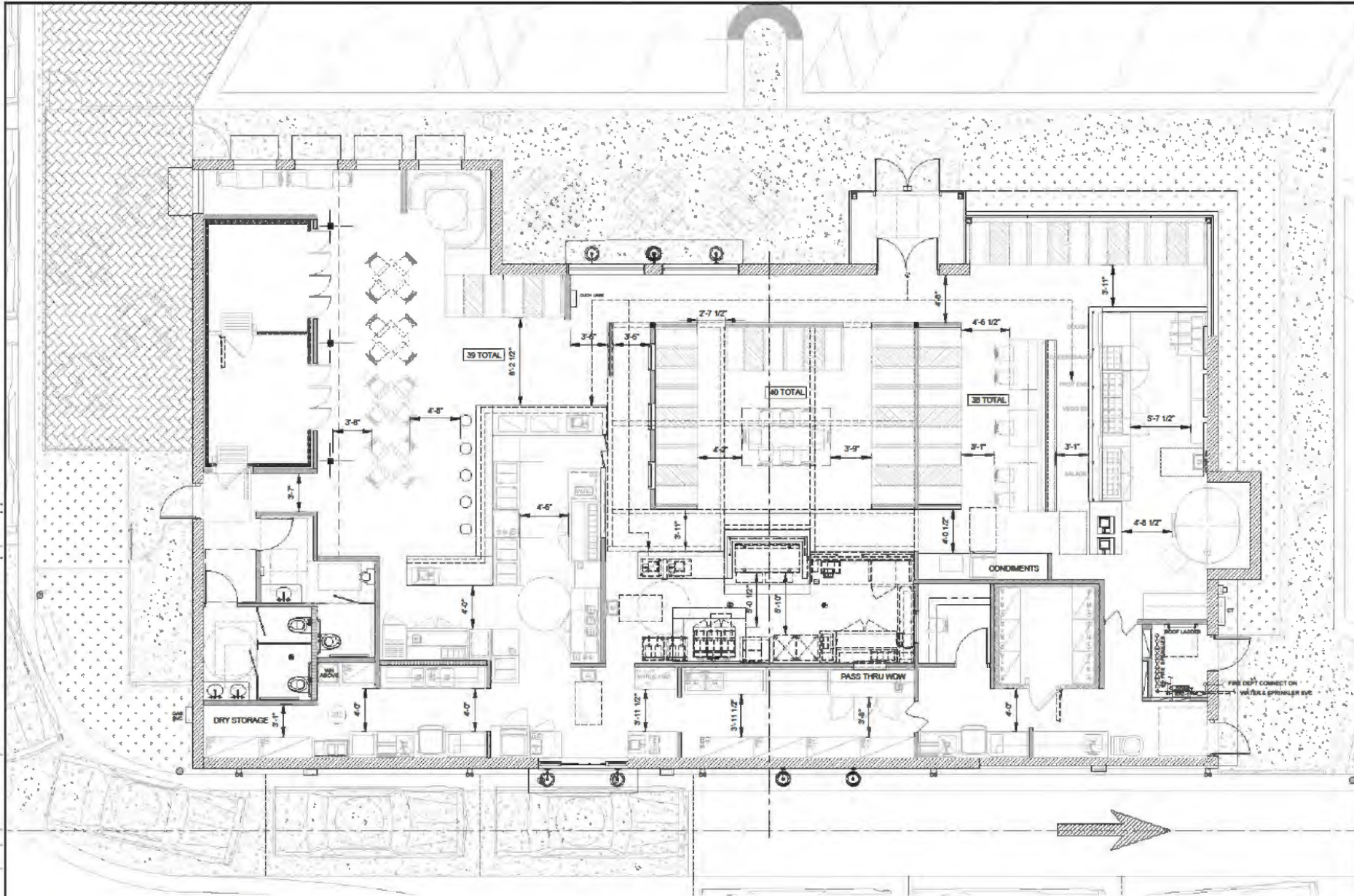
NEW STORE LOCATION  
ALGONQUIN, IL

EXTERIOR  
ELEVATIONS



A2.1g  
PROJECT NO. N/A3006-16.000





0 FLOOR PLAN  
1/4" = 1'-0"

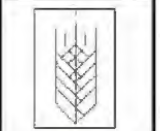
5,000 SF



MICHAEL  
ARAGONA  
architect.



that  
burger  
joint



SUBMITTAL	
1 MAY 2018	CITY SUBMITTAL
DATE	TEAM
12 FEB 2018	

NEW STORE LOCATION  
ALGONQUIN, IL

FLOOR PLAN



A1.1g  
PROJECT NO. MAPS-16-00



# SITE DATA

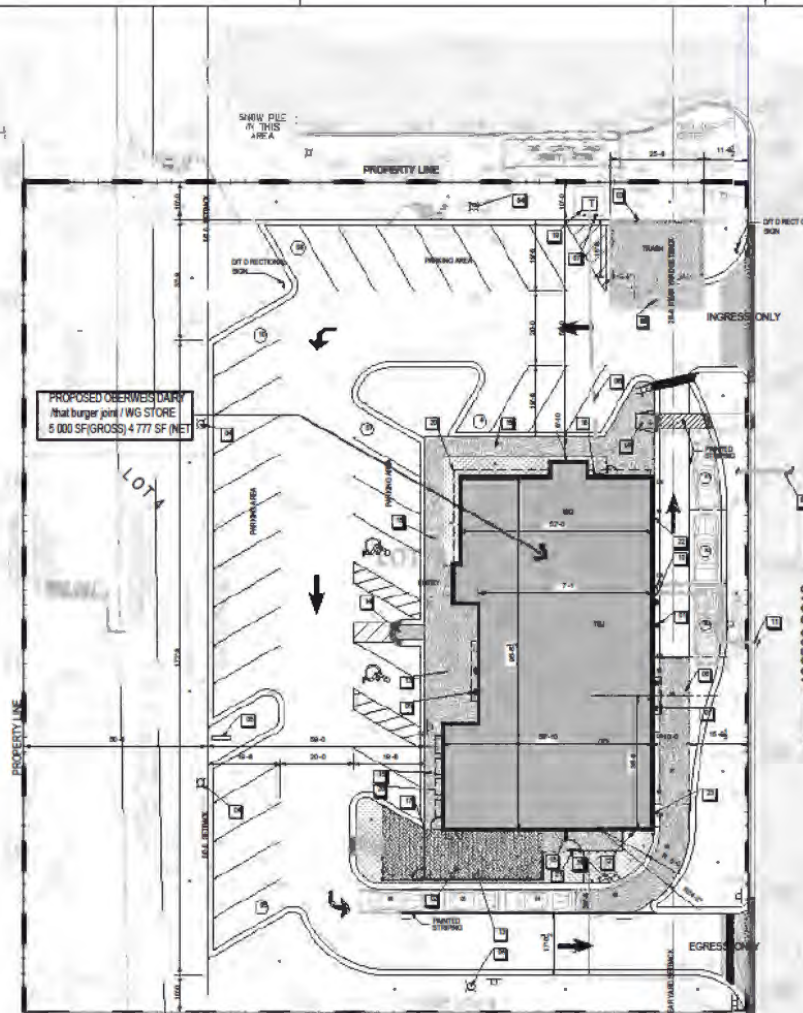
ZONING  
S-2 (PUD)  
1. Review all permits to ensure all site work complies with Special Use Permit.  
2. Review all permits to ensure all site work complies with Special Use Permit.  
3. Review all permits to ensure all site work complies with Special Use Permit.  
4. Review all permits to ensure all site work complies with Special Use Permit.  
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7. Review all permits to ensure all site work complies with Special Use Permit.  
8. Review all permits to ensure all site work complies with Special Use Permit.  
9. Review all permits to ensure all site work complies with Special Use Permit.  
10. Review all permits to ensure all site work complies with Special Use Permit.

# GENERAL NOTES

1. SEE CIVIL DRAWING FOR EXISTING OR SITE WORK AND SITE DIMENSIONS.
2. SEE LANDSCAPE DRAWING. G.C. SHALL PROVIDE ALL LANDSCAPING WORK AS REQUIRED.
3. SEE CIVIL FOR EXACT UTILITY LOCATIONS.

# KEY NOTES

1. DECORATIVE WALL LIGHTS - SEE ELECTRICAL FOR PERFORMANCE AND SPECIFICATION DATA.
2. STONE DESIGN STAMPED IN COLORED PCC CONCRETE. DESIGN AND STYLE TO BE SELECTED BY ARCHITECT. COLOR BUTTERFLY UN-40X - 1/16 GALL GREY W/ CHARCOAL RELEASE UN-40X.
3. 25'-4" X 15'-4" MASONRY TRASH ENCLOSURE. 8' SPLIT FACE MASONRY OATMEAL COLOR. WITH STEEL TUBULAR DATES/CONCRETE STEEL FACES AND LATCH HARDWARE.
4. LIGHT POLE - SEE ELECTRICAL FOR SPECIFICATION DATA.
5. GROUND MOUNTED ROAD SIGN - OBSERVE/STAY W/ BRANDINGS.
6. CONCRETE PAD PER DETAIL ON CIVIL DRAWINGS.
7. 6 DIA X 48' CONCRETE FILLED STEEL PIPE BOLLARDS TO BE PAINTED SAFETY YELLOW. PROVIDE MINIMUM 12' DIA POST FOUNDATION TO 42" BELOW FINISHED GRADE. TYPICAL OF 8.
8. DESIRED ELECTRICAL SERVICE ENTRANCE LOCATION. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION. G.C. TO COORDINATE WITH UTILITY COMPANY TO PROVIDE SERVICE IN A TIMELY MANNER.
9. WATER SERVICE ENTRANCE LOCATION. VERIFY W/ CIVIL PLANS.
10. GREASE LINE LOCATION. VERIFY INVERTS AND GREASE INTERCEPTOR LOCATION IN PARKING AREA W/ CIVIL DRAWINGS.
11. SANITARY LINE LOCATION. VERIFY INVERTS W/ CIVIL DRAWINGS.
12. PREFERRED GAS METER LOCATION. G.C. SHALL COORDINATE W/ LOCAL UTILITY TO PROVIDE TIMELY INSTALLATION.
13. ALL SITE FURNITURE SHALL BE PROVIDED BY OWNER OR TENANT. G.C. SHALL INSTALL OWNER FURNITURE.
14. CURB RAMP SLOPE MAX 1:12 SEE CIVIL FOR DETAILS.
15. NEW PCC CONCRETE WALK PER CIVIL.
16. OBSERVE/STAY W/ BOARD LOCATION.
17. 4'-0" H. BLACK WROUGHT IRON LOOK FENCING & GATE. 6' DIA STL. BOLLARDS AT WEST SIDE OF PATIO.
18. CT AND METER LOCATION. COORDINATE WITH UTILITY COMPANY AND TRANSFORMER LOCATION. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFO.
19. DESIRED TRANSFORMER LOCATION. VERIFY WITH CIVIL AND EXISTING ELECTRIC UTILITY LOCATION FOR MOST ECONOMIC ROUTING OF ELECTRICAL SECONDARY.
20. WALL MOUNTED CANOPY OR AWNING.
21. 6'-0" HIGH CHAIN LINK FENCE W/ BLACK PLASTIC SCREENING SLATS.
22. WALL PACK LIGHT - SEE PHOTOGRAPHIC PLAN.
23. DOWNSPOUT TO UNDERGROUND PVC STORM DRAIN. SEE CIVIL.



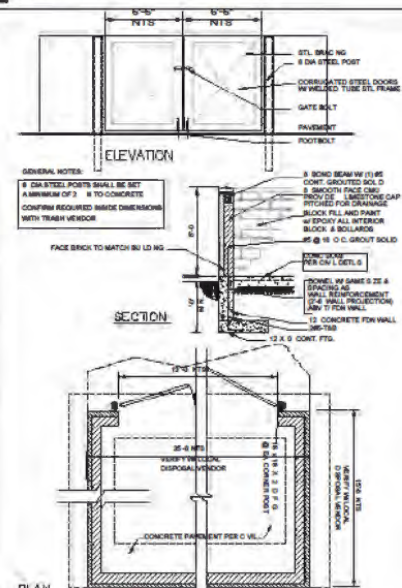
## 01 PROPOSED SITE PLAN

1/16" = 1'-0"



## 02 TRASH ENCLOSURE

1/4" = 1'-0"



MICHAEL  
ARAGONA  
architect.



that  
burger  
joint



SUBMITTAL	
1. REVIEW	2. CITY SUBMISSION
3. REVIEW	4. CITY REVIEW
5. REVIEW	6. REVIEW
7. REVIEW	8. REVIEW
9. REVIEW	10. REVIEW
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97. REVIEW	98. REVIEW
99. REVIEW	100. REVIEW

12 FEB 2018

NEW STORE LOCATION  
ALGONQUIN, IL

SITE PLAN



A0.2g

PROJECT NO. MA000-16-000

Oberweis Dairy  
that burger joint

DAVID R. McCALLUM ASSOCIATES, INC.  
LANDSCAPE  
9910 Midway Road, Suite 100  
Houston, Texas 77055

McCALLUM  
ASSOCIATES

MICHAEL ARAGONA | ARCHITECT

10000 West Loop West, Suite 1000  
Houston, Texas 77025



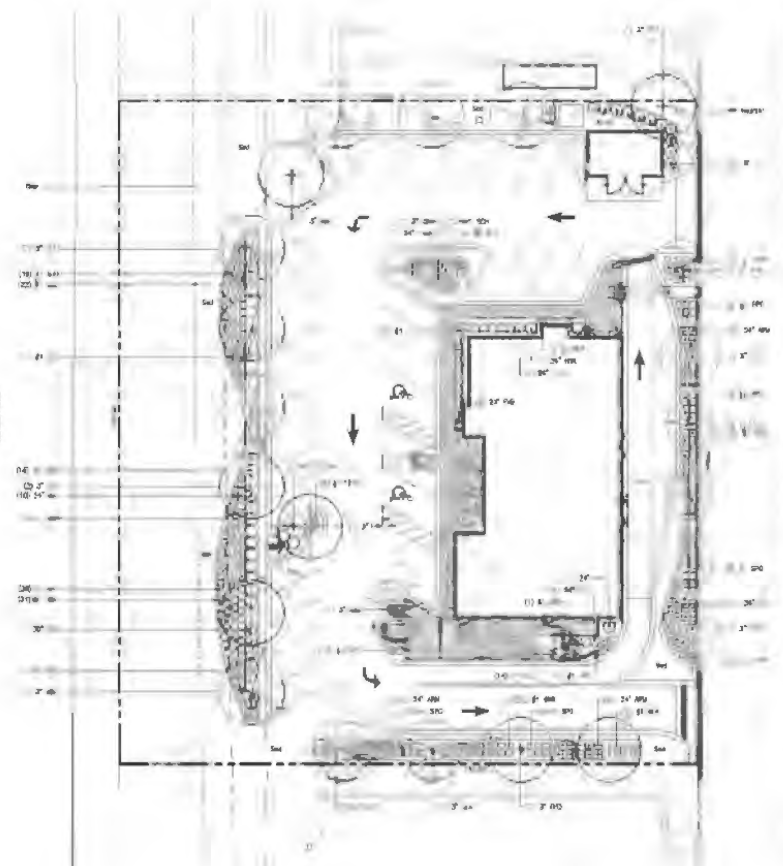
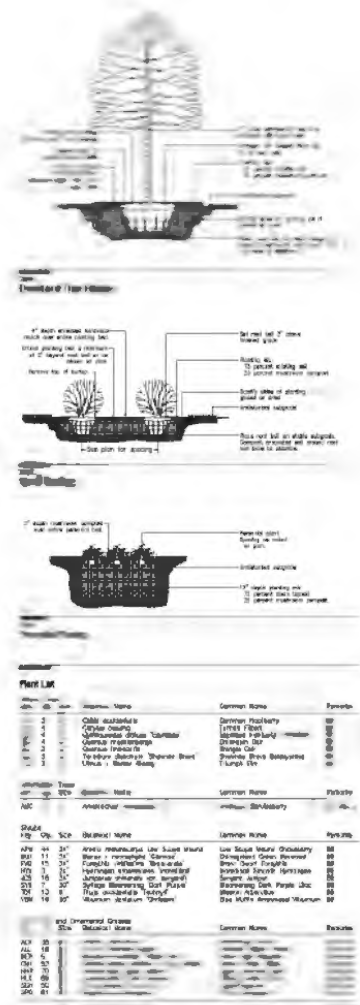
Landscape Plan

Client: Oberweis Dairy  
Project: that burger joint  
Site: 10000 West Loop West, Suite 1000  
Houston, Texas 77025

Scale: 1" = 10'

DATE: 10/10/2014

Drawn: L10







**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

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

DATE: May 22, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case 2018-08. Markwalder Animal Care Clinic – Special Use Permit**

---

Background

The petitioner, Dr. Dan Markwalder, Algonquin Animal Care Clinic, has applied for a Special Use Permit to allow for the addition of overnight pet kennel boarding at the existing vet clinic located at 230 Stonegate Road. The vet clinic was originally approved as a PUD in 1997.

Proposal

The petitioner has submitted a petition to add kennel / boarding services and attached please find a narrative description of the proposal. To accommodate the kennel service, a small 714 square foot addition will be added to the south end of the building in an area that is currently a fenced enclosure. A second, 353 square foot addition will be added to the front of the building to provide some additional office space and allow for minor reconfiguration of the existing floor plan and exam room areas. Enclosed please find copies of the proposed building elevations and floor / site plans.

Staff Comments

The subject property is zoned B-2, General Retail and an indoor animal shelter/kennel is allowed as a special use in any B-1, B-2, I-1, or I-2 Districts. The proposed overnight boarding service will be accessory to and support the business' primary veterinarian services. The petitioner has designated the interior room that will be added on to the south side of the building as the 'Kennel Boarding Room', which is depicted on the attached building floor plan. An outdoor exercise and relief area will be fenced in directly adjacent to the indoor kennel room, and allow the dogs to be taken outside during the day. The petitioner is requesting the privacy fence be allowed to be 8-foot tall due to the potential for dogs to jump over and clear a standard 6-foot tall fence; Staff supports the request in order to limit any issues with dogs potentially escaping from the exercise area. Enclosed is a specification sheet for the proposed vinyl fencing product that will be used, which is less maintenance than wood but still offers a quality finish and attractive design.

The building additions are proposed to include rooflines that are compatible with the existing building design, brick exteriors with soldier course rows above the windows and below the eaves, all to match the original architecture. The petitioner shall add landscaping in the 10-foot perimeter area between the outdoor exercise area and south property line.

#### Planning and Zoning Recommendation

On May 14, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for a Special Use Permit to allow overnight kennel boarding services, subject to the conditions listed by staff.

#### Recommendation

Staff recommends approval of the Special Use Permit for overnight boarding and kennel services at the Algonquin Animal Care Clinic, consistent with the findings of fact listed in the staff report and with the following conditions:

1. The petitioner shall apply for and obtain necessary building permits for the new construction and outdoor fence enclosure area.
2. The building additions shall be consistent with the design of the architectural elevations provided by Linden Group Architects, dated April 25, 2018.
3. The fence enclosure shall be allowed to be eight (8) foot tall to prevent dogs from jumping over and out of the outdoor exercise area.
4. The fence shall be an earth tone color, to complement the brick exterior of the building.
5. The petitioner shall add landscaping in the 10-foot perimeter area between the outdoor exercise area and south property line.
6. Except for emergency purposes, dogs boarded overnight shall not be allowed outside between 9:00pm in the evening and the opening of regular business hours in the morning at 7:00am.
7. Any waste outside the building shall be cleaned up immediately and stored in an airtight manner until it can be properly disposed of through the waste hauler's regular pick-up.

#### Enclosures

Property in Question Map; P&Z Minutes; Petitioner Submittal Package

Paulette Ryg, 705 N. River Road, expressed support for the petition and commended the new marina owners on all the work they have done to clean up the property over the past year. She looks forward to a more vibrant marina with music and supports the changes they are requesting.

Jeanette Runge, 1231 Victoria Court, expressed concern about noise and is opposed to the restaurant use as the business would come at a cost to the neighbors.

Pam Delnagro, 115 Brook Street, stated she does not have a problem with the restaurant proposal, however she noted there have been parking issues on her street due to customers or guests of the marina. Mr. Zack encouraged her to please contact the marina with any parking issues, as they want to be a good neighbor and will address any instances of guests parking off-site the marina property.

### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for re-zoning the marina from R-1, Residential to B-1, Business, Final PUD, and Special Use Permit for the marina use and outdoor dining. Commissioner Sturznickel moved and Commissioner Laipert seconded a motion to recommend approval of the request consistent with the findings of fact listed in the May 14, 2018 Community Development memorandum and the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: None. Motion carried 7-0.

**AGENDA ITEM 5:** Request for a Special Use Permit  
**Case No. 2018-08     Markwalder Animal Care Clinic**  
Petitioner:     Dr. Dan Markwalder, Property Owner

### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Mr. Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

### **PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Dr. Dan Markwalder, property owner, Jerry Majewski, Attorney, and Bob Edwards, RWE Management Company. Mr. Edwards explained the request is to add overnight boarding services at the existing veterinarian clinic. He stated a small addition to the building is proposed to accommodate a room for the kennel, which would include a sound / odor wall to separate the area from the main office and exam rooms.

Chairperson Patrician then asked for Staff Comments.

### **STAFF COMMENTS**

Mason reviewed his staff report for the Commission. The clinic received Final PUD approval in 1997 and the petition is for a Special Use Permit to add the overnight kennel service. The petitioner is requesting an 8' tall privacy fence around the outdoor exercise area and additional screening will be incorporated in a



10' landscape buffer between the fence enclosure and the south property line. Mason stated staff supports the 8' tall fence – which is two feet taller than village code standards – to provide increased security for the dogs and prevent them from trying to jump over the enclosure. He also noted the petitioner has provided a spec sheet for the proposed PVC fence material which would be an acceptable alternative and less maintenance than a wood fence.

### **COMMISSION QUESTIONS/COMMENTS**

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Sturznickel asked if 24-hour care is provided, to which Mr. Edwards stated the clinic is not open 24 hours and any animals requiring more intensive monitoring are cared for at one of the clinic's other facilities.

Commissioner Laipert asked if the dogs are crated, to which Mr. Edwards stated yes, the addition would accommodate 20 indoor kennel crates to provide a service to their customers who might prefer the comfort of leaving their pet at a veterinarian facility when away on vacation.

Commissioner Postelnick asked if the kennel could accommodate more high energy dogs like his, to which Dr. Markwalder stated the proposed boarding service is more aimed at low-maintenance geriatric dogs or those recovering from surgery.

Commissioner Hoferle asked if the outside exercise area will be artificial grass, to which the petitioner stated yes.

### **PUBLIC COMMENT**

There was no public comment.

### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for a Special Use Permit for overnight kennel services. Commissioner Hoferle moved and Commissioner Sturznickel seconded a motion to recommend approval of the request consistent with the findings of fact listed in the May 14, 2018 Community Development memorandum and the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: None. Motion carried 7-0.

### **AGENDA ITEM 6: New/Old Business**

The commission asked about the progress on Main Street reconstruction.

### **AGENDA ITEM 7: Adjournment**

A motion to adjourn the meeting was seconded and a voice vote noted all ayes. The motion carried and the meeting was adjourned at 9:05p.m.

Respectfully Submitted,  
Benjamin A. Mason, AICP  
Senior Planner

# Property in Question Map



April 25, 2018

To: Village of Algonquin  
Planning Division  
2200 Harnish Drive,  
Algonquin, IL 60102

Re: Request for Special Use for an  
Animal Hospital with Boarding,  
Location/Address: 230 Stonegate Rd., Algonquin, IL 60102

**Required Narrative description of the request**

The Petitioner, Bob Edwards, RWE Management Company on behalf of Dr. Dan Markwalder, owner of the Animal Care Clinic, is requesting a Special Use to allow Boarding the existing Animal Hospital.

The applicant is seeking to expand the existing animal hospital with a 14' X 51' addition for boarding. The addition will provide for (20) Boarding suites.

The "full service" concept is based on the applicant's commitment to providing for the complete care of their client's pets under the supervision of a licensed veterinarian.

Our pets have become an important and integral part of our family life. Consequently, the importance and demand for quality pet care (within the community) has risen. Thus, providing boarding facilities within the proposed animal hospital is an important benefit (service) to the pet owners in the surrounding community and Village as a whole. By providing this quality service to the surrounding community and Village of Algonquin, the development enhances its value within the community and Village.

Specifically, the major concerns related to a boarding facility are sound (barking dogs) and odor (dog waste). Management takes a proactive approach to addressing these issues to mitigate any problems associated with the same. Boarding Kennels are cleaned and the boarders (dogs) are taken outside to a holding kennel or the exercise area 2 or 3 times a day for a period of 10 to 15 minutes while their kennels are cleaned. While dogs are outside in holding kennels or the outdoor exercise area, they are always under the strict supervision of staff. Normally, the cleaning schedule is 7am (morning cleaning) and 4pm (evening cleaning) with a midday cleaning often added if necessary. It is operational policy to clean up solid waste (inside & outside) throughout the day to eliminate any odor from the same and eliminate an unhealthy environment for the boarders. Staff is trained to address sound and odor issues immediately: outside waste is picked up & disposed of immediately; barking behavior is either stopped or the barking dog is moved inside. The waste is disposed of in air tight, trash bags and then placed in outdoor trash dumpsters with lids to eliminate odor problems. Throughout the

day, boarded dogs are given supervised exercise in our outdoor exercise areas. A proposed 8' high solid PVC fence that surrounds the outdoor exercise area eliminates dogs barking (seeing and reacting) at people and other stimulus. The 8' height of the fence is essential because dogs can jump a 6' high fence. Currently, the vast improvement to PVC Solid Fencing has made it our specified fence but if not acceptable, a wood, 8' high fence can be specified to meet building & zoning code requirements

To conclude, we believe that our sound & odor concerns exceed those of our clients and neighbors because we understand that sound and odor problems don't sell: they are bad for business. Case in point: Inside the hospital a sound/odor wall is constructed (floor to bottom of roof deck) separating [the front, client waiting area & exam rooms] and [the rear, treatment, grooming and boarding areas] with separate Heating & Cooling systems for each area to avoid transfer of sound and odor through the ductwork. We know our system of addressing and eliminating sound and odor issues work because we have succeeded at similar developments in other community's. We have successfully built similar animal care facilities in neighboring communities without complaints.

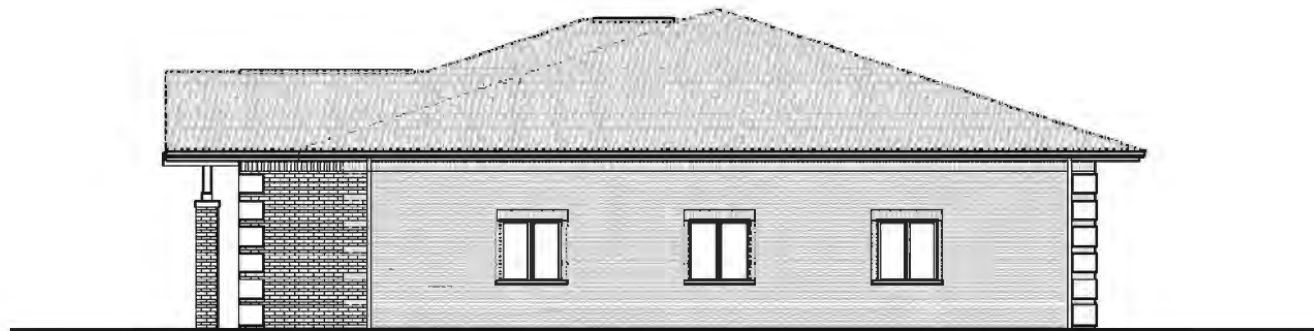
The Owner's "Good Neighbor" policy demonstrates their commitment to the surrounding neighbors who might have concerns and reservations regarding the proposed request. It is the Owners commitment to provide quality care for their daycare clients and boarders without affecting the surrounding neighbor's quality of life.

#### Additional Information:

1. Hours of Operation: Monday – Friday 7am to 7pm; Saturday 8am to 2pm; Sunday 10am to 1pm.
2. Staffing Requirements: maximum Two (2)
3. Maximum Number of Pets Overnight: Thirty (20)
4. Average Length of Stay: Three (3) to Five (5) Days
5. Accommodations for Relief Area: Outdoor Kennels and Exercise Area



**PROPOSED EAST ELEVATION**



**PROPOSED NORTH ELEVATION**



**R W MANAGEMENT  
COMPANY**  
ARCHITECTURE  
LAND PLANNING  
INTERIOR ARCHITECTURE  
LANDSCAPE ARCHITECTURE

1888 CHANGELIGHT DRIVE, SUITE 100  
CHANDLER, ARIZONA 85007  
PH: 480.799.4200 FAX: 480.799.4204  
WWW.RWMANAGEMENT.COM

**Animal Care Clinic  
of Algonquin**  
230 Stonegate Road  
Algonquin, IL

DATE: 4/25/2018

PROJECT NUMBER: 2018-0045

DATE: 4-25-2018

DATE: 4-25-2018

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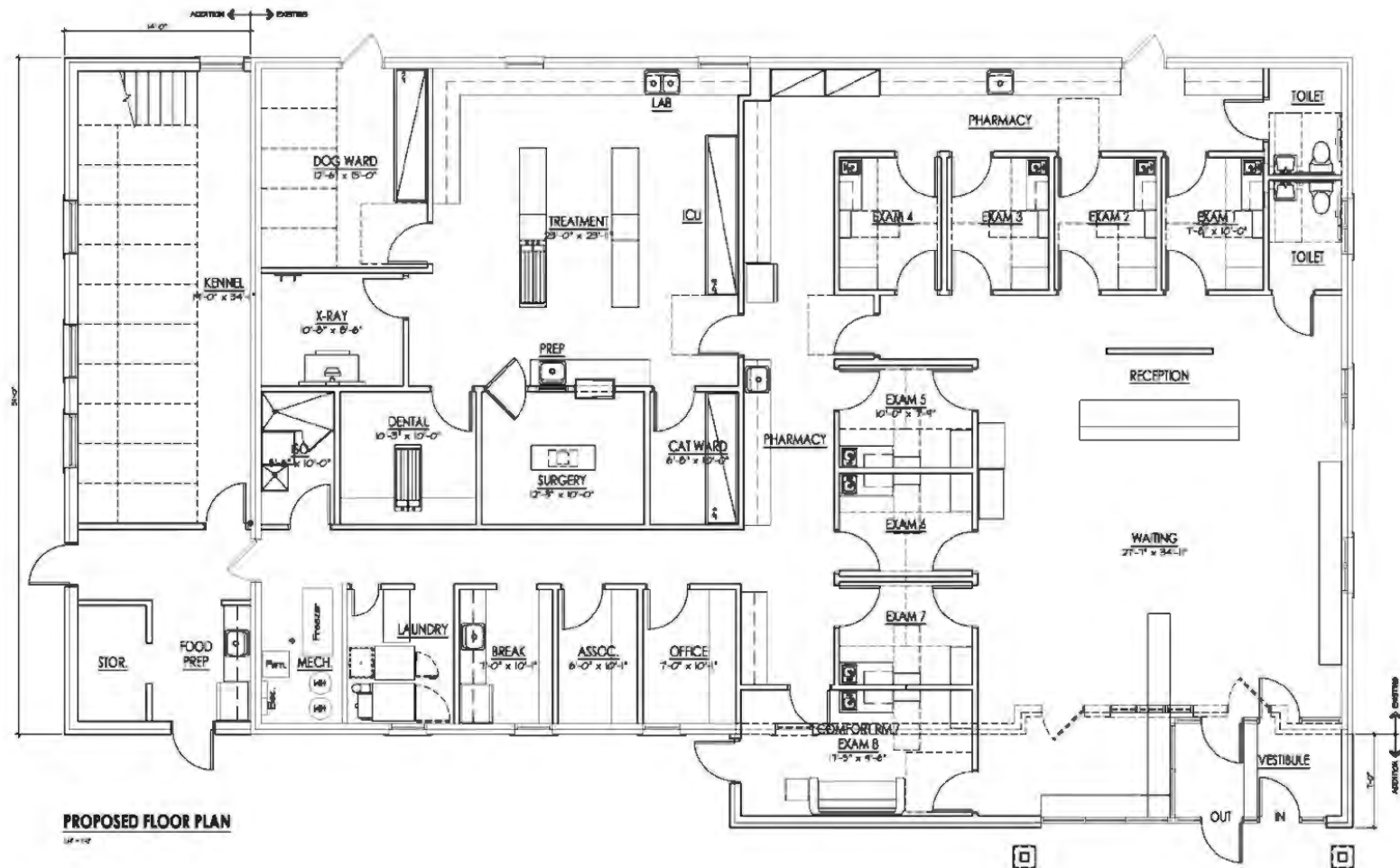
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DATE: 4-25-2018

DATE: 4-25-2018







**PROPOSED FLOOR PLAN**

1/4" = 1'-0"



ARCHITECTURE  
LAND PLANNING  
INTERIOR ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
3100 ORANGE HOLLOWAY, SUITE 110  
DALLAS, TEXAS 75248-4842  
TEL: 214.799.4444 FAX: 214.799.4444  
WWW.L&GUNDERGROUP.COM

R W MANAGEMENT  
COMPANY  
1300 S. L. FERGUSON, SUITE 108  
DALLAS, TEXAS 75219  
TEL: 214.799.4444 FAX: 214.799.4444  
WWW.RWMANAGEMENT.COM

**Animal Care Clinic  
of Algonquin**  
230 Stonegate road  
Algonquin, IL

DATE: 2018-0045

PROJECT NUMBER

REVISIONS

4-25-2018

DATE

DESIGNED BY

DRAWN BY

CHECKED BY

APPROVED BY

PROPOSED PLAN

1/4" = 1'-0"

**PLAN**

SHEET 01



**R W E MANAGEMENT COMPANY**  
16 W 38<sup>th</sup> St., Apartment 401, Suite 106  
New York, N.Y. 10018  
(212) 754-0883  
jacobson@rwe.com

**Animal Care Clinic**  
**of Algonquin**  
230 Stonegate road  
Algonquin, IL

1-800-777-7777

2018-0045

PROJECT NUMBER:

## REVIEWS

5.9.2019

5-6-2018

**SAMPLE**

## NAME TYPE

1. **Author's Name:** [Name]  
 2. **Author's Address:** [Address]  
 3. **Author's Phone:** [Phone]  
 4. **Author's Email:** [Email]

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**PROPOSED S**

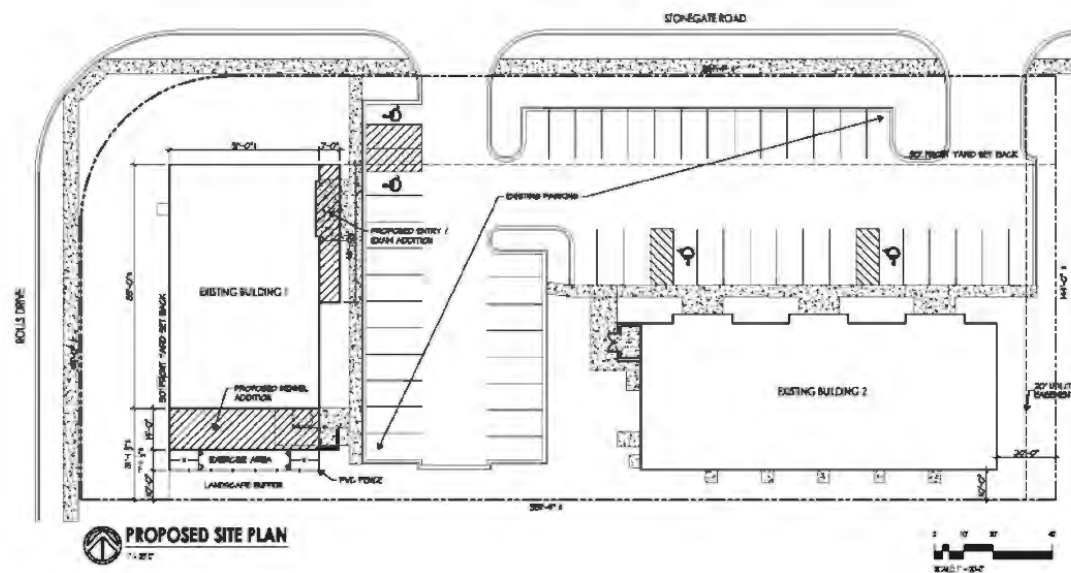
PLAN

6.1

**SI**

**INDEX**

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# Site

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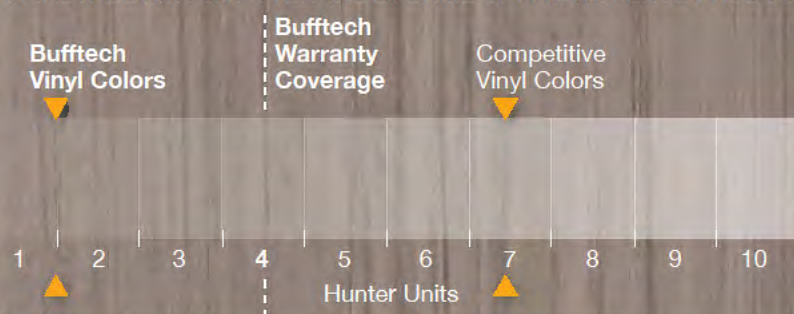
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ARCTIC BLEND

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Colors throughout this brochure are simulated. Consult product samples before making final selection. Refer to Product Catalog for complete product offering.



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

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

DATE: May 22, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-07. Fox 14 Marina – Re-zoning, Final PUD & SUP  
(marina use and outdoor dining)**

---

Introduction

Garry and Kim Zack, owners of Fox 14 Marina, purchased the former Ericson Marine property in 2017 and have worked over the past year to clean up the site, dispose of abandoned boats, and refresh the overall image of the property. The marina property is located at 811 North Harrison Street and consists of 10 buildings on 5.83 acres as depicted on the attached Property in Question map. The property is currently zoned R-1, Residential and received a Special Use Permit in 1986 for the marina use.

Actions Requested

*Re-zoning*

The Zack's have submitted a petition for re-zoning the marina property to B-1, Business to accommodate their future plans for converting an existing pavilion shelter into a restaurant / grill that would offer indoor and outdoor seating as the weather allows. B-1 zoning would allow the petitioner to request a liquor license for a restaurant, as well as the business' interest to sell packaged beer and wine from the marina's ship store. A tavern where alcoholic liquors are sold to be consumed on the premises is not allowed under B-1 zoning and shall be prohibited on the marina property. The restaurant use being proposed would be appropriate under B-1 zoning as the petitioner's simply would like to offer a casual grill atmosphere where their customers can sit and enjoy the riverfront, rather than a boisterous bar with loud music and late hours. Staff therefore supports and is comfortable with the restaurant component as the owners of the marina intend to be a good neighbor and respectful of the community.

To clarify on the attached plat of survey, the marina property is defined as parcels 2, 7, 8, and 9; parcels 10, 11, 12 are not part of this petition.

*Final PUD*

The petitioners have provided a business and site plan (attached) which give an overview of the improvements being proposed and how they will be phased in over the next few



years. The various components would be approved as part of the petitioner's request for a Final Planned Unit Development approval of the proposed plans.

#### *Special Use Permit*

Lastly, the petitioners are requesting a Special Use Permit for outdoor dining, as well as for the continued use of the property as a marina under the new B-1, Business zoning designation.

#### Restaurant

Enclosed are conceptual plans showing the exterior elevation and floor plan for the restaurant. Final permit / construction drawings would be required to be submitted for review and approval by the Community Development Department, however Staff supports the proposed renderings provided the brick foundation be carried around all four sides of the building and the metal roof is an earth tone color that complements the brick on the building. The petitioner shall be required to provide material samples of the brick and roof prior to obtaining any building permits.

The petitioner shall be required to submit a floodplain delineation for their property for review by the Village's Building Department, to determine if the proposed construction would be located in a floodplain and whether compensatory storage would be required.

#### Parking

The petitioners envision a significant portion of patrons to be customers of their marina, but the restaurant would also be open to the public and so they have considered options for increasing the amount of parking on the property. Specifically, they propose to demolish two buildings – #5 and #7 as depicted in RED on the attached site plan – which will add a minimum 10 parking spaces on-site for a total of 62 stalls.

The village requires 15 parking spaces per 1,000 square feet of restaurant, therefore based on the proposed size of the building the petitioner is proposing approximately 30 spaces would be required for restaurant patrons. Staff believes that on-site parking will be sufficient due to the fact there would be a mix of existing customers from the marina in addition to the general public; however, it is recommended that as a condition of approval buildings 5 and 7 be demolished and converted to additional parking prior to the Village issuing any construction permits for the restaurant.

Furthermore, it is recommended that the petitioner shall be required to pave / blacktop the off-site boat storage lot across Harrison Street and designate vehicle parking for restaurant patrons if, in the opinion of the Village, a lack of parking ever becomes an issue.

#### Residential Building

The petitioners are proposing to retain a residential structure on the south end of the property, and would like to have the ability to rent it out to an employee or family member associated with the marina. Staff is comfortable with residential or commercial use of the

structure as it was built as a single-family house and the previous marina owner had gutted the building for potentially converting it to indoor boat storage.

#### Pole Sign

Also attached is a sign the petitioners are proposing at the northeast corner of the property to help designate the business name / location for boaters on the river. The Village's Sign Code does not allow for new pole signs, however the petitioner is proposing to re-use a sign pole remaining from the previous marina and Staff therefore supports their continued use of the pole provided the new sign panel dimensions do not extend beyond the length of the top crossbar and are consistent with the renderings as depicted on the plan provided by Q.T. Signs dated March 2, 2018.

#### Comprehensive Site Layout

In an effort to visually illustrate the proposed improvements referenced above, below is a birds-eye view from above the river:



#### Planning and Zoning Recommendation

On May 14, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for Re-zoning of Parcels 2, 7, 8, 9 from R-1 Residential 1 to B-1 Business, subject to the conditions listed by staff.

#### Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Special Use Permit for outdoor dining and the marina use, Final PUD and Re-zoning of Parcels 2, 7, 8, 9 from R-1, Residential to B-1, Business with the following conditions:



1. The property owner shall apply for and obtain a demolition permit from the Building Department prior to removing any buildings on the site.
2. Buildings #5 and #7 shall be demolished and converted to additional parking prior to the Village issuing any building any building permits for the future restaurant.
3. The petitioner shall be required to submit a floodplain delineation for the property for review by the Village's Building Department, to determine if the proposed construction of the new restaurant building would be located in a floodplain and whether compensatory storage would be required.
4. The restaurant building shall be constructed consistent with the elevation dated April 6, 2018. The brick foundation shall be carried around all four sides of the building and the metal roof shall be an earth tone color that complements the brick on the building. The petitioner shall be required to provide material samples of the brick and roof prior to obtaining any building permits.
5. The petitioner shall be required to pave / blacktop the current gravel area located on the off-site boat storage lot on the west side of N. Harrison Street to designate vehicle parking for restaurant patrons if, in the opinion of the Village, lack of parking ever becomes an issue for the restaurant use.
6. The property owner shall install parking lot lighting when the restaurant building is constructed and the fixtures shall be required to conform to the village's standards. The parking lot light fixtures shall have metal halide or LED lights, the lens flush with the housing, flat black poles and fixtures, and no exposed bulbs.
7. The property owner shall apply for and obtain a liquor license from the Village prior to offering for sale packaged beer and wine from the ship store and / or at the future restaurant building.
8. The petitioner shall be required to apply for and obtain a sign permit from the Building Department for the proposed pole sign as depicted on the rendering by Q.T. Signs dated March 2, 2018. The sign panel shall not extend beyond the length of the top crossbar.
9. The single-family residential structure located on the marina property with an address of 801 N. Harrison Street shall be allowed to remain in use as a residence for an employee or family member of the marina.

Enclosures

Property in Question Map; P&Z Minutes; Petitioner Submittal

**VILLAGE OF ALGONQUIN  
PLANNING AND ZONING COMMISSION  
Meeting Minutes  
William J. Ganek Municipal Center-Board Room  
May 14, 2018  
7:30 p.m.**

**AGENDA ITEM 1:** Roll Call to Establish a Quorum  
Present: Chairperson Patrician, Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhaufen, and Sturznickel.

Absent: None

Staff Members Present: Ben Mason, Senior Planner, and Kelly Cahill, Village Attorney.

**AGENDA ITEM 2:** Approval of Minutes from the April 9, 2018 Meeting.  
A motion by Commissioner Hoferle to approve the April 9, 2018 minutes as presented was seconded by Commissioner Sturznickel and a voice vote noted all ayes. The motion carried.

**AGENDA ITEM 3:** Public Comment  
There was no one wishing to make any public comment.

**AGENDA ITEM 4:** Request for Rezoning, Final PUD and Special Use Permit  
**Case No. 2018-07 Fox 14 Marina**  
Petitioner: Garry and Kim Zack, Property Owner

**OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Mr. Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhaufen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

**PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Garry and Kim Zack, property owner. Mr. Zack explained they purchased Ericson Marine last year and have owned Fox 14 Marina in Fox River Grove for the past fifteen years. Their customers are asking for the marina to add a restaurant. The proposal for this year would be to sell packaged liquor from their ship store and have a mobile food cart. In the following couple years, they would work to build a small restaurant on the property.

Chairperson Patrician then asked for Staff Comments.

**STAFF COMMENTS**

Mason reviewed his staff report for the Commission. The petition is for re-zoning the property to B-1, Business to allow for a restaurant. Currently the property is zoned R-1, Residential and received a special use permit in 1986 for the marina use. There are ten buildings on the property, two of which would be demolished for additional parking. Restaurant customer parking will be required to be added on the parcel

on the west side of Harrison Street if there is a need for more spaces. A special use permit is requested for outdoor dining and the marina use under the new B-1 zoning. Final PUD approval is also requested for a house on the marina to be used as residential in the future under the new B-1 zoning. The restaurant building shall have brick around the base on all four sides and the roof color shall be earth tone. The petitioner shall also be required to provide a floodplain delineation to the Building Department for the area where the restaurant would be built. Staff recommends approval of the re-zoning, special use permit, and Final PUD with the conditions listed in the staff report.

## **COMMISSION QUESTIONS/COMMENTS**

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Postelnick asked what the restaurant hours will be, to which Ms. Zack stated their current marina hours of operation are 9 to 5, 7 days a week but they aren't sure at this time what the restaurant hours would be. Mr. Zack stated their vision for the restaurant would be family-oriented, open for lunch and dinner but not have live bands and very late hours. Postelnick asked how many permanent piers are at the marina, to which Mr. Zack stated 150 and they are interested in adding guest piers but are not sure if that will be possible.

Commissioner Laipert asked about the timeline for selling packaged liquor, to which Mr. and Ms. Zack stated packaged liquor is something their customers have asked about and they believe would be well received but it is not a priority for the marina.

Commissioner Sturznickel asked if the marina would like to add video gaming, to which Mr. Zack stated no, it is against their beliefs.

Commissioner Hoferle asked if the boat storage and parking across the road on the west side of Harrison Street would all be blacktopped, to which Mr. Mason clarified no, just an amount necessary to meet an excess restaurant customer demand. Commissioner Hoferle made the observation that the marina could think even larger in scope than their current plans, for serving as a destination and attraction on the river.

Commissioner Szpekowski congratulated the petitioner on their investment cleaning up the property and plans for enhancing the marina. Szpekowski expressed concern about paving the parking lot across the street and stormwater runoff issues, to which Mr. Zack stated there is an existing gravel area at the bottom of the hillside that could be blacktopped without causing a problem but his goal would be to minimize any paving to keep as much green space as possible.

Chairperson Patrician stated it was good to see the improvements the marina is proposing and asked if the final construction plans would come back before the commission for review, to which Mr. Mason stated the building elevation provided by the petitioner is what would be approved as part of the Final PUD at this time, and additional review by the Planning and Zoning Commission and Village Board would only be required if significant changes are proposed.

## **PUBLIC COMMENT**

Chairperson Patrician called for public comments.

Paulette Ryg, 705 N. River Road, expressed support for the petition and commended the new marina owners on all the work they have done to clean up the property over the past year. She looks forward to a more vibrant marina with music and supports the changes they are requesting.

Jeanette Runge, 1231 Victoria Court, expressed concern about noise and is opposed to the restaurant use as the business would come at a cost to the neighbors.

Pam Delnagro, 115 Brook Street, stated she does not have a problem with the restaurant proposal, however she noted there have been parking issues on her street due to customers or guests of the marina. Mr. Zack encouraged her to please contact the marina with any parking issues, as they want to be a good neighbor and will address any instances of guests parking off-site the marina property.

### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for re-zoning the marina from R-1, Residential to B-1, Business, Final PUD, and Special Use Permit for the marina use and outdoor dining. Commissioner Sturznickel moved and Commissioner Laipert seconded a motion to recommend approval of the request consistent with the findings of fact listed in the May 14, 2018 Community Development memorandum and the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: None. Motion carried 7-0.

**AGENDA ITEM 5:** Request for a Special Use Permit  
**Case No. 2018-08     Markwalder Animal Care Clinic**  
Petitioner:     Dr. Dan Markwalder, Property Owner

### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Mr. Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

### **PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Dr. Dan Markwalder, property owner, Jerry Majewski, Attorney, and Bob Edwards, RWE Management Company. Mr. Edwards explained the request is to add overnight boarding services at the existing veterinarian clinic. He stated a small addition to the building is proposed to accommodate a room for the kennel, which would include a sound / odor wall to separate the area from the main office and exam rooms.

Chairperson Patrician then asked for Staff Comments.

### **STAFF COMMENTS**

Mason reviewed his staff report for the Commission. The clinic received Final PUD approval in 1997 and the petition is for a Special Use Permit to add the overnight kennel service. The petitioner is requesting an 8' tall privacy fence around the outdoor exercise area and additional screening will be incorporated in a



# Property in Question Map



***Fox 14 Marina Inc.  
811 N. Harrison Street  
Algonquin, IL 60102  
847-658-7622***

April 16, 2018

To: Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Attn: Ben Mason, AICP  
Senior Planner

CC: Russell Farnum

RE: Business/Phasing Plan of Fox 14 Marina

We are requesting the Village of Algonquin's permission to improve and develop Fox 14 Marina in the following ways:

Year 1: We would like to sell packaged liquor from our ship store and have a mobile food cart that would sell hamburgers, hotdogs and salads.

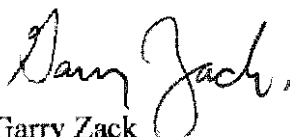
Year 2: We would like to demo buildings 5 & 7 (house and garage) on the site plan and turn that area into parking.

Year 3: We would like to develop a restaurant where the pavilion, building 9 is currently located.

We are interested in hearing any suggestions or recommendations the village would have on improving this property.

Thank you for considering this request.

Very best regards,

  
Garry Zack  
President



# Alan J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS PLAT OF SURVEY

## ALTA/NSPS LAND TITLE SURVEY

### OF PROPERTY DESCRIBED AS:

PARCEL 8, Lots 20 and 21 of the Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 11, Lots 28 and 29 of the Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 2, 1954 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 12, Lot 22 of the Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 2, 1954 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 13, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 14, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

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PARCEL 57, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 58, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 59, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 60, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

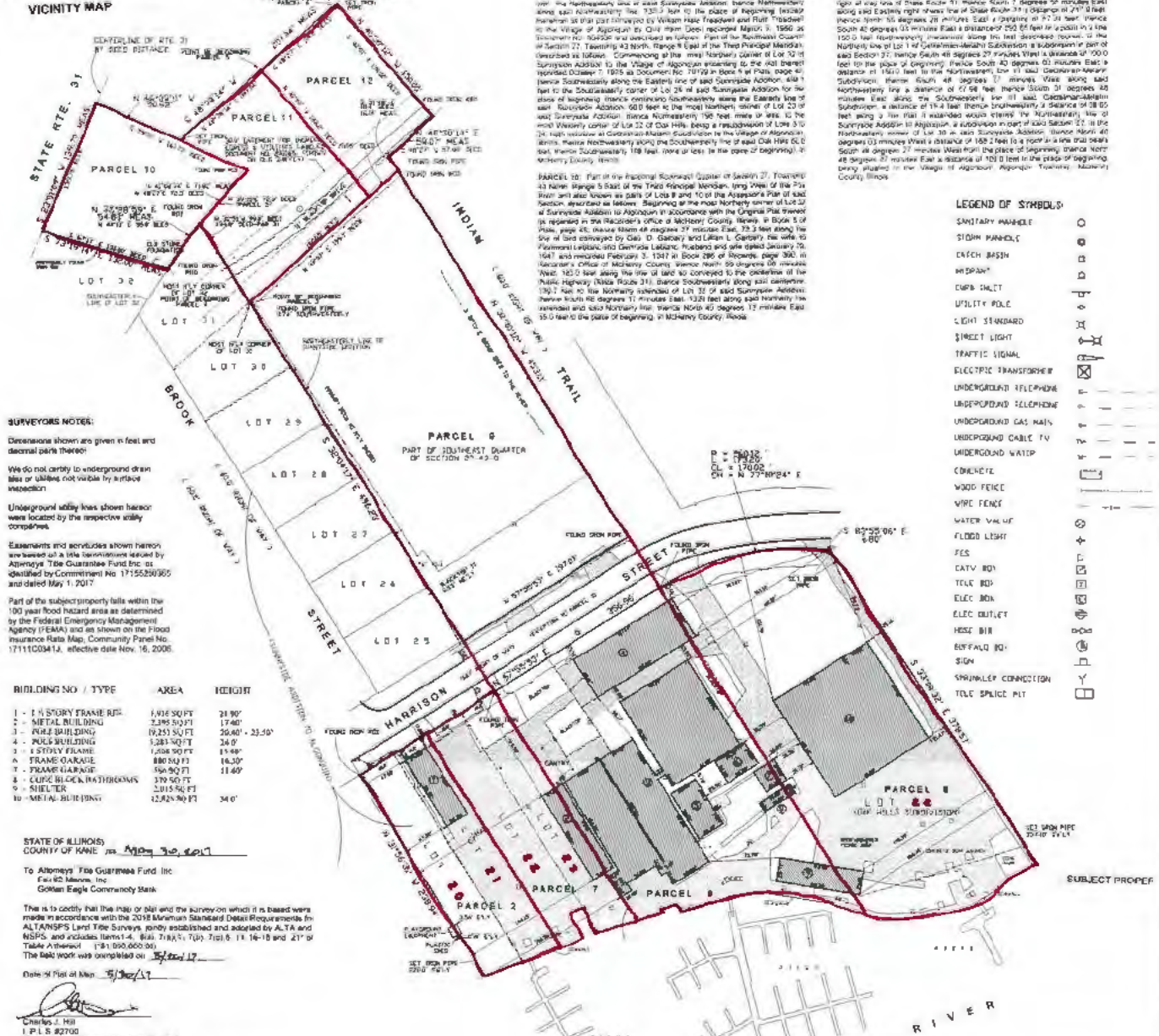
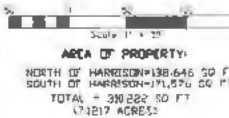
PARCEL 61, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 62, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 63, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 64, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.

PARCEL 65, Part of the Southeast Quarter of Section 27, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 1925 as Document No. 10188 in Book 45 of Plats, page 45 in McHenry County, Illinois.



**SURVEYOR'S NOTES:**  
Dimensions shown are given in feet and decimal parts thereof.  
We do not certify to underground drain lines or utilities not visible by surface inspection.  
Underground utility lines shown herein were located by the respective utility companies.  
Easements and servitudes shown herein are based on a title examination done by Attorney The Guarantee Fund Inc. as certified by Commission No. 1715529365 and dated May 1, 2017.  
Part of the subject property falls within the 100 year flood hazard area as determined by the Federal Emergency Management Agency (FEMA) and as shown on the Flood Insurance Rate Map, Community Panel No. 1711100341A, effective date Nov. 16, 2006.

BUILDING NO. / TYPE	AREA	HEIGHT
1 - 1 1/2 STORY FRAME RPT.	1,014 SQ FT	21' 00"
2 - METAL BUILDING	2,345 SQ FT	17' 00"
3 - RAIL BUILDING	19,251 SQ FT	30' 00" - 23' 50"
4 - PULP BUILDING	1,281 SQ FT	14' 00"
5 - 1 STORY FRAME	1,034 SQ FT	15' 00"
6 - FRAME GARAGE	880 SQ FT	16' 30"
7 - FRAME GARAGE	550 SQ FT	11' 00"
8 - CURB BLOCK BATHROOMS	370 SQ FT	11' 00"
9 - SHED	2,015 SQ FT	11' 00"
10 - METAL BUILDING	11,924 SQ FT	34' 00"

STATE OF ILLINOIS  
COUNTY OF KANE  
To: Attorney The Guarantee Fund Inc.  
c/o 800 Madison Ave.  
Golden Eagle Community Bank

This is to certify that the map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and excludes items 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Date of Plat at Map: 5/15/2017  
Charles J. Hill  
P.L.S. #27100  
My license expires on November 30, 2018.  
There is no evidence of the site used as a solid waste dump, strip, or sanitary landfill.  
No utility maps or easements were provided by the client or utility companies.

**ZONING INFORMATION:** ALL THE FOREGOING PROPERTY IS ZONED R-1, EXCEPT PARCEL 10 IS ZONED B-2.

**EASEMENT FOR RAIL:** BELL TELE. CO. GRANTED BY COCURENT NO. 42254, REC. 2/18/1924 FALLS WITHIN STREETS, ROADS & HIGHWAYS.

STATE OF ILLINOIS  
COUNTY OF KANE  
I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above map is a true and correct representation of said survey.

Charles J. Hill, Professional Land Surveyor No. 35-2700  
My license expires 11/30/18

Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.

WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

FIELD WORK COMPLETED: 04/24/2017

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Professional Design Firm Land Surveying Corporation, License No. 154-303863

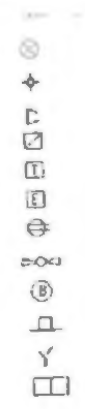
Alan J. Coulson, P.C.  
PROFESSIONAL LAND SURVEYORS  
645 S. 8th St., (Rte. 31) West Dundee, IL 60118  
Phone: (847) 426-2011 Fax: (847) 426-8074  
E-MAIL: SJRVA@ALANJCOULSON.COM

Compare the description on this plat with deed. Refer to deed for easements and building lines.





- WIRE FENCE
- WATER VALVE
- FLOOD LIGHT
- FES
- CATV BOX
- TELE BOX
- ELEC BOX
- ELEC OUTLET
- HOSE BIB
- BUFFALO BOX
- SIGN
- SPRINKLER CONNECTION
- TELE SPLICE PIT



- RED - IRON PIPE TO BE REMOVED
- GREEN - IRON PIPE TO BE REMOVED
- YELLOW - IRON PIPE TO BE REMOVED
- SC - EXISTING PIPELINE MARKING
- LD - EXISTING PIPELINE MARKING

### UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED BY EVIDENCE AND EXISTING UTILITY MAPS AND RECORDS. IF FURNISHED WE GUARANTEE THAT THE UTILITY LINES SHOWN COMPRISE ALL THE UTILITY THE AREA, EITHER IN SERVICE OR ABANDONED. NOR DO WE WARRANT UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. ONLY LOCATION MARKINGS, (PROVIDED BY OTHERS), HAVE BEEN FIELD LOCATED. ACCURATELY LOCATED ALL VISIBLE STRUCTURES. WE CANNOT BE RESPONSIBLE FOR ANY UTILITIES SHOWN OR UNDERGROUND SHOWN.





Quantity: 1 of Each (Double-Sided)  
 Top Sign Dimensions: 4' High x 8' Wide  
 Bottom Sign Dimensions: 2' High x 8' Wide  
 Material: Vinyl on Alumacore

X

Approval Signature

Date

All drawings and designs  
 are the property of Q.T. Signs.  
 Any Duplication, Distribution or Display  
 without the express written consent of  
 Q.T. Signs is strictly prohibited.

Note: Please review all aspects of this drawing (Correctness  
 \* Copy / Spelling, Sizes, Materials, Colors, Quantities, Etc.)  
 before Approval! Q.T. Signs is not responsible for  
 overlooked errors once approved.

**Q.T. Signs**

1381 WRIGHT BLVD. SCHMIDGALL, IL 60193 PHONE 847-524-7950  
 FAX 847-524-7952 E-MAIL QTSIGNINC@AOL.COM

Description:	See Above	Page:	15 of 18
Filename:	Fox 14 Marina Proof.pdf	Date:	3-2-18
Drawn by:	DCB	Scale:	Revised:



will be more  
of a royal  
blue

Quantity: 1 of Each (Double-Sided)  
Top Sign Dimensions: 4' High x 8' Wide  
Bottom Sign Dimensions: 2' High x 8' Wide  
Material: Vinyl on Alumacore

X

Approval Signature

Date

All drawings and designs  
are the property of Q.T. Signs.  
Any Duplication, Distribution or Display  
without the express written consent of  
Q.T. Signs is strictly prohibited.

**Q.T. Signs**

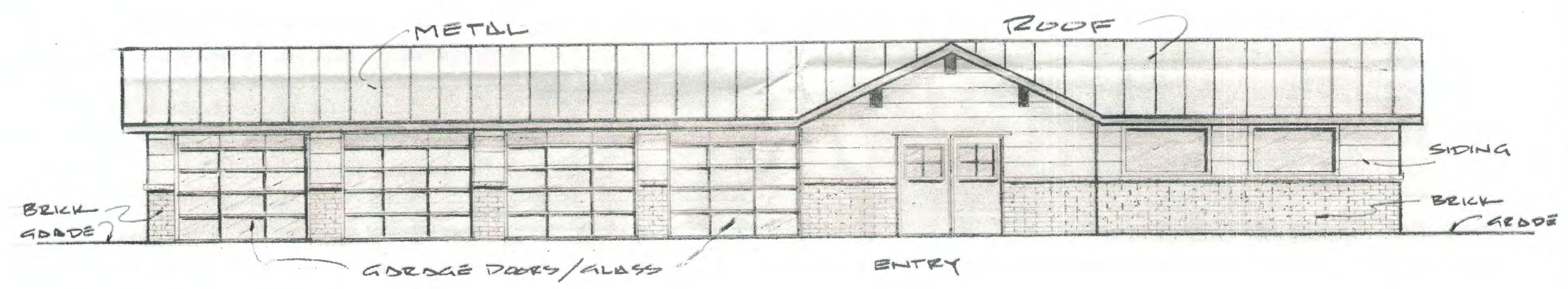
1391 WRIGHT BLVD. SCHAMBURG, IL 60193 PHONE 847-524-7950  
FAX 847-524-7953 E-MAIL QTSIGNINC@AOL.COM

Description:	See Above	Page:	15 of 18
Filename:	Fox 14 Marina Proof.pdf	Date:	3-2-18
Drawn by:	DCB	Scale:	Revised:



REVISIONS	BY

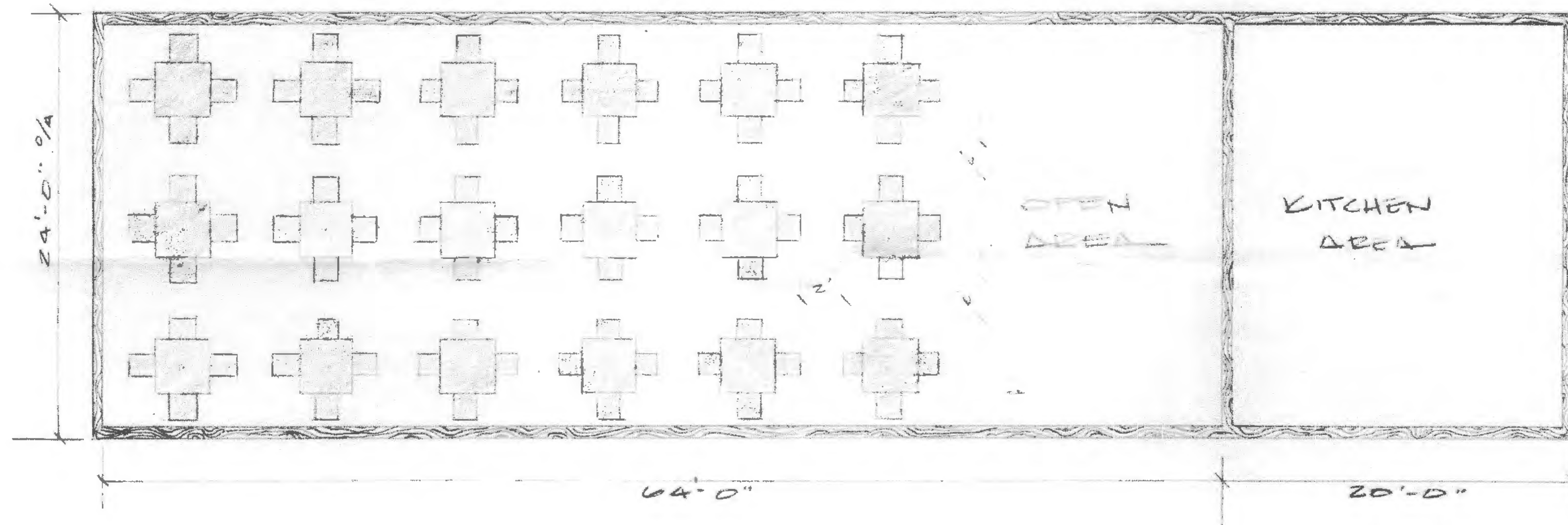
PROPOSED RESTAURANT  
FOX 14 MARINA ALONGQUIN IL



VIEW FROM RIVER

Date 4-6-18
Scale 1" = 3 1/4"
Drawn 4-4-18
Job
Sheet
Of 1 Sheets 2





DINING AREA  
 18 TABLES (4) PER TABLE  
 SEATING CAPACITY = 72 PERSONS  
 3' X 3' TABLES

PROPOSED SEATING CAPACITY

REVISIONS	BY

SEATING CAPACITY AREA

Date	4-6-18
Scale	1" = 3' 0"
Drawn	GEO. D.
Job	RT 14
Sheet	
Of	2 Sheets 2





**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

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

DATE: May 16, 2018  
TO: Committee of the Whole  
FROM: Russell Farnum, AICP, Community Development Director  
SUBJECT: *Upcoming Special Events*

---

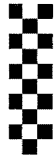
Attached please find applications for the upcoming special events:

- Algonquin Commons
  - Touch a Truck, June 10;
  - Outdoor Movie Nights June 2, 16, 23 and 30;
  - Cruise Nights every Tuesday through September 11;
- Algonquin Area Library District Tent Events
  - June 15 Outdoor Concert;
  - July 31-August 3 Storytelling festival and outdoor concert;
- Trails Swim Team Invitational at Lions Pool
  - June 23 Swim Tournament and Raffle

Other than the potential for amplified music, the Algonquin Commons and AAPLD events do not require Board approval but Staff wanted to make the Trustees aware of these events.

The event applications are complete and approval will be coordinated with other Village Departments.

Approval is recommended.



From:

05/04/2018 16:47

#005 P.001/012

SPECIAL EVENT PERMIT NUMBER: \_\_\_\_\_  
APPLICATION: \_\_\_\_\_

**VILLAGE OF ALGONQUIN  
COMMUNITY DEVELOPMENT DEPARTMENT  
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event ALGONQUIN COMMONS

Name of Applicant SUSAN MANN, Property Manager Phone 847-458-270

Address 1905 RANDALL ROAD ALGONQUIN IL 60102

PROPERTY OWNER'S SIGNATURE OF PERMISSION: Susan Mann, Prov. Mgr., Mid-America  
(requ) Asset mgmt, Inc. for Appointed  
Receiver Matthew Mason.

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

Touch A Truck - SUNDAY, JUNE 10, 2018 11AM - 3PM  
See attached site plan for area to be blocked off for event.  
Final list of participants not yet finalized, but see attached  
list of vehicles we hope to have on site. Security will be on site  
for event. Maintenance on site for any clean up.

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector N/A Phone \_\_\_\_\_  
Address \_\_\_\_\_

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

Susan Mann  
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone (847) 658-4184 Fax (847) 658-2631

SEASONAL EVENT FEE \_\_\_\_\_

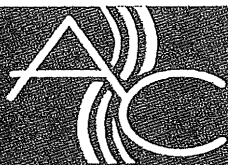
ELECTRIC FEE \_\_\_\_\_

TOTAL PERMIT FEE \_\_\_\_\_

DATE ISSUED \_\_\_\_\_

TEMPORARY PERMIT EXPIRES ON \_\_\_\_\_

Building Commissioner



# ALGONQUIN COMMONS



**Sunday,  
June 10th  
11 am to 3 pm**

**Put your imagination  
in gear and lets go!**

Algonquin Commons will be hosting our 8th annual FREE community event, Touch-A-Truck, on Sunday, June 10th from 11:00am-3:00pm that will give local families the experience of a lifetime!

Do you have a unique truck or vehicle you would like to showcase at our Touch-A-Truck event? We are looking for all types of vehicles and event additions such as construction vehicles, farm equipment, postal trucks, emergency vehicles, educational displays, finger printing/child identification exhibits, etc. Algonquin Commons will be promoting this event through our website and social media sites, with online and display advertising, radio commercials, posters and postcards throughout the mall, and social media and billboard advertising

**We would love for you to be a part of this exciting and educational community event. Please complete the form below and return to us via fax 847-458-2777 or email [krork@midamericagr.com](mailto:krork@midamericagr.com).**

**Feel free to contact us if you would like to suggest another participant or have any questions at 847-458-2700. Deadline for submission is May 25th!**

### **Confirmation:**

\_\_\_\_\_ **Yes!** We would like to participate in the FREE Touch-A-Truck event on Sunday, June 10th.

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Office Phone/Fax: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

We will provide the following vehicle(s) for Touch-A-Truck:

Vehicle #1: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_

Vehicle #2: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_

Any special requirements for vehicle (i.e. early arrival time, extra space needed, table for display) or any further suggestions: \_\_\_\_\_

SPECIAL EVENT PERMIT NUMBER: \_\_\_\_\_

APPLICATION: \_\_\_\_\_

**VILLAGE OF ALGONQUIN  
COMMUNITY DEVELOPMENT DEPARTMENT  
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event

Algonquin Commons

Name of Applicant

Susan Mann, Property Manager

Phone

847.458.7700

Address

1900 S. RANDALL RD ALGONQUIN IL 60102

PROPERTY OWNER'S SIGNATURE OF PERMISSION:

(required)

Sam Mann, Prop mgr. Mid-America  
Asset Mgmt, Inc. for Appointed  
Receiver Matthew Mann

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

Outdoor Movie Nights June 2 - Titanic June 16 - E.T.  
June 23 - Avatar June 30 - Grease BEGINS AT DUSK. See Site  
Map. Area will be BARRICADED for safety. Security on site  
as well as maintenance to ensure set up & supervision.

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector

N/A

Phone

Address

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

Sam Mann

Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone (847) 658-4184 Fax (847) 658-2631

SEASONAL EVENT FEE \_\_\_\_\_

ELECTRIC FEE \_\_\_\_\_

TOTAL PERMIT FEE \_\_\_\_\_

DATE ISSUED \_\_\_\_\_

TEMPORARY PERMIT EXPIRES ON \_\_\_\_\_

Building Commissioner



10-31-17



From: 05/04/2018 16:50 #005 P.010/012

SPECIAL EVENT PERMIT NUMBER: \_\_\_\_\_

APPLICATION: \_\_\_\_\_

**VILLAGE OF ALGONQUIN  
COMMUNITY DEVELOPMENT DEPARTMENT  
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event

Name of Applicant

Address

PROPERTY OWNER'S SIGNATURE OF PERMISSION:

(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

*Cruise Nights - Every Tuesday Night May 15 - Sept. 11, 2018 from 5-8pm. SEE ATTACHED SITE MAP. AREA will be BARRICADED AND SECURITY ON SITE FOR SUPERVISION.*

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector

Phone

Address

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

*[Signature]*  
\_\_\_\_\_  
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone (847) 658-4184 Fax (847) 658-2631

SEASONAL EVENT FEE \_\_\_\_\_

ELECTRIC FEE \_\_\_\_\_

TOTAL PERMIT FEE \_\_\_\_\_

DATE ISSUED \_\_\_\_\_

TEMPORARY PERMIT EXPIRES ON \_\_\_\_\_

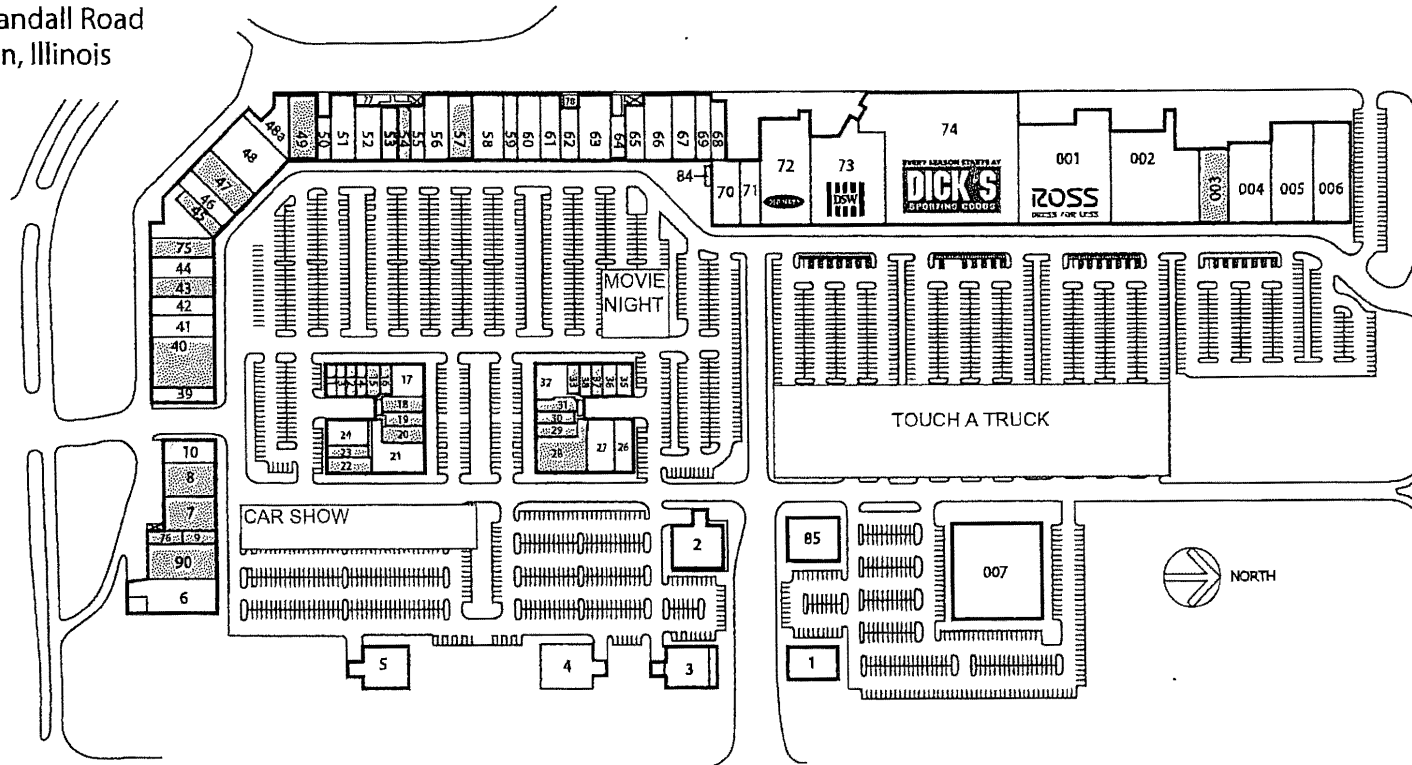
\_\_\_\_\_  
Building Commissioner

# Algonquin Commons

1900 S. Randall Road

Algonquin, Illinois

10-31-17



SUITE	TENANT	SQ. FT.	SUITE	TENANT	SQ. FT.	SUITE	TENANT	SQ. FT.	SUITE	TENANT	SQ. FT.	SUITE	TENANT	SQ. FT.	SUITE	TENANT	SQ. FT.
1	Jared Gallie's of Jewelry	5,800	14	Chili's	1,200	28	AVAILABLE	5,800	41	Lane Bryant	4,800	54	AVAILABLE	2,463	67	American Eagle Outfitters	5,400
2	The Tile Shop	10,050	15	AVAILABLE	5,500	29	AVAILABLE	2,040	42	Hallmark	3,880	55	Todd's	2,516	68	Guest Services/Mgmt. Office	2,592
3	On the Border	6,032	16	AVAILABLE	1,201	30	AVAILABLE	1,835	43	AVAILABLE	4,176	56	Charlotte Russe	5,093	69	Aeropostale	3,600
4	Building Ais House	8,824	17	Jiang's Mongolian & Japanese Grill	3,625	31	AVAILABLE	1,788	44	Center's	4,550	57	AVAILABLE	5,204	70	Tilly's	5,500
5	Biggi's Ristorante Italiano	8,325	18	AVAILABLE	2,039	32	OmniTheory Fitness	3,794	45	AVAILABLE	2,500	58	New York & Company	7,500	71	Just for Girls	4,200
6	Half Price Books	9,969	19	AVAILABLE	2,029	33	AVAILABLE	1,201	46	J.Jill	4,150	59	Anside	2,540	72	Old Navy	16,800
7	AVAILABLE	6,205	20	AVAILABLE	2,400	34	AVAILABLE	6,000	47	AVAILABLE	6,000	60	Maurice's	5,400	73	DSW Shoe Warehouse	24,700
8	AVAILABLE	6,200	21	Thirty White Bar and Grill	8,480	35	Te-Men Thai Restaurant	1,800	48	Pullery Barn	10,800	61	The Children's Place	4,800	74	Dick's Sporting Goods	65,000
9	AVAILABLE	1,900	22	AVAILABLE	2,380	36	Sylvan Learning Center	1,540	49	Matchless Shop	4,500	62	Bath & Body Works	3,270	75	AVAILABLE	4,080
10	Joe A. Bank Clothiers	4,700	23	AVAILABLE	1,760	37	AVAILABLE	1,202	50	White House/Black Market	2,800	63	Express	7,500	76	AVAILABLE	1,500
11	UBREAFIX	1,200	24	Johnson Fitness and Wellness	3,950	38	Yankee Candle	1,401	51	White House/Black Market	2,800	64	Franco's Collections	2,800	77	AVAILABLE	550
12	AVAILABLE	1,115	25	Matthew Firm	3,600	39	Village Shoes	4,000	52	Victoria's Secret	6,275	65	Pacific Summer	3,500	78	AVAILABLE	555
13	GNC	1,122	26	Bonafide Grill	6,837	40	AVAILABLE	10,377	53	Pendleton	3,000	66	Hollister Co.	8,400	79	AVAILABLE	0

SPECIAL EVENT PERMIT NUMBER: \_\_\_\_\_

APPLICATION: 49558

**VILLAGE OF ALGONQUIN  
COMMUNITY DEVELOPMENT DEPARTMENT  
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event Algonquin Area Public Library District (AAPLD)  
 Name of Applicant Sara Murray, Executive Director, AAPLD Phone 847-458-3134  
 Address 2600 Harnish Drive, Algonquin  
 PROPERTY OWNER'S SIGNATURE OF PERMISSION: Sara Murray  
 (required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

LOCATION: grass yard behind Harnish Muth building

TENT: 20 x 40 rope & pole canopy

June 15 outside concert setup 6/14pm, takedown 6/15 after 2pm

July 31 - August 3 for Storytelling Festival & outside concert.

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector ED'S RENTAL AND SALES Phone 847-658-4000

Address 914 W. Algonquin Road, Algonquin IL 60102

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

permission to waive permit  
fees as non-profit

Sara Murray  
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3) Fax 847-658-2631

SEASONAL EVENT FEE \_\_\_\_\_

ELECTRIC FEE \_\_\_\_\_

TOTAL PERMIT FEE \_\_\_\_\_

DATE ISSUED \_\_\_\_\_

Building Commissioner

TEMPORARY PERMIT EXPIRES ON \_\_\_\_\_





**Illinois Department of Revenue**

Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, IL 62702  
217 782-8881

January 2, 2015

ALGONQUIN AREA PUBLIC LIBRARY  
2600 HARNISH DRIVE

ALGONQUIN IL 60102

~~Effective January 1, 2015, we have renewed your governmental exemption~~  
from payment of the Retailers' Occupation Tax, the Service Occupation Tax  
(both state and local), the Use Tax, and the Service Use Tax, as required by  
Illinois law.

We have issued the following new tax exemption identification number:

E9995-0405-07  
to  
ALGONQUIN AREA PUBLIC LIBRARY  
of  
ALGONQUIN, IL

The terms and conditions governing use of your exemption number remain  
unchanged.

Office of Local Government Services  
Illinois Department of Revenue



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

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

Please type or print legibly.

Official Name of the Event: Trails Swim Team Invitational

**Sponsoring Organization:**

Name: Trails Swim Team Contact Name: Suzanne Aberdeth  
Address: P.O. Box 7752  
City, State, ZIP: Algonquin, IL 60102  
Phone: 224-623-2054 Email: aberdeth@comcast.net

**Event Coordinator:**

Name: Suzanne Aberdeth  
Home Address: 1970 Wyndfield Dr.  
City, State, ZIP: Magnolia, IL 60102  
Phone: [REDACTED] Email: [REDACTED].net

**Event Information:**

Describe the Nature of the Event: Invitational swim meet where we host 8-10 teams with approximately 500 swimmers and their families - an all day event

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

Event Address: Lions Armstrong Memorial Pool

Date(s) and Time(s) of the Event: Sat., 6/23/18 6am - 9pm

Rain Date(s), if applicable: 6/24/18

Set-Up Date/Time: 6-9pm Friday 6/22/18

Maximum Number of Attendees/Participants Expected: \_\_\_\_\_

Admission Fee: Yes ☒ No ☐ If Yes, list fee(s) to be charged: \$3 per Session / \$5 all day

How will the revenue be used (include donations to non-profit or charitable organizations): to support operational costs of the team; end of year banquet.

Event Website: trails.swimteam.org

**Event Details:**

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

Security guard overnight 6/22/18

Ken Nowikowski [REDACTED]

Village Police / Pool Staff during daytime

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

of AMS and Eastview Elementary - permission from  
Mr. Dave Rumaro @ AMS

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

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

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

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

Do you wish to serve alcoholic beverages? Yes \_\_\_\_\_ No ☒

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

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

PA system for music and announcements  
throughout event of swimmers names/events

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

Waste removal and recycling removal one day prior so  
may accomodate large volume from event. Extra cans for recycle  
and garbage; mowing lawn 6/22 reduces bugs, etc. for those in grass  
Do you plan on holding a raffle during this event? Yes ☒ No ☐  
(Must be an Algonquin-based, non-profit organization) area setup.

Name of on-site contact during the event (please print): Mary Keeshan

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

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

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

**Affidavit of Applicant:**

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

Suzanne Aberdeth  
Signature of Applicant

5/7/18  
Date

Suzanne Aberdeth  
Printed Name of Applicant



## Indemnification, Waiver and Release

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

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

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

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

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

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

Circle all  
that apply:

☒ Applicant ☐ Sponsor ☐ Organizer ☐ Promoter

By:

Suzanne Abendroth  
[Print]  
Suzanne Abendroth  
[Signature]

Date:

5/7/18

Lions Club  
Tent/Food



Event Site Diagram

Splashpad area:  
Coaches  
Hospitality  
Area



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

**– M E M O R A N D U M –**

DATE: May 17, 2018

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: CityFront Innovations: Artificially Intelligent Smart City App, Image Recognition, Natural Language Processing, and Voice Activated FOIA Requests

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The agreement with CityFront Innovations is a step towards establishing the Village of Algonquin as a “smart city.” By using artificially intelligent (AI) technology, I believe we can improve the quality of services we deliver, and the way we communicate with our citizens, businesses and visitors.

The successful implementation of this technology will allow us to extend community engagement, increase transparency, expand and create real time answers to questions, rapidly aggregate data, and pave the way for a more efficient and responsive government.

By entering into the agreement, the Village of Algonquin will become one of the first municipal governments in the nation to embrace an artificially intelligent Smart City mobile application and platform.

**We must adapt to the new reality.**

Think about the world today as compared to even 10 years ago. Today, Uber, the world’s largest taxi company, owns no vehicles. Facebook, the world’s most popular media owner, creates no content. Alibaba, the most valuable retailer, has no inventory. And Airbnb, the world’s largest accommodation provider, owns no real estate. Something interesting is happening. These changes not only affect local government, but also provide lessons and insights that must be applied.

Warren Bennis famously predicted that “The factory of the future will have only two employees, a man and a dog. The man will be there to feed the dog. The dog will be there to keep the man from touching the equipment.” Because of technology our economy, our daily interactions, our expectations, are changing and local government must adapt to this new reality.

**We now live in a world of mobile and instant access.**

By implementing solutions and apps that continuously improve through machine learning and artificial intelligence, I believe we will create new operational efficiencies and value for our residents.

We have the opportunity to allow our constituents the ability to ask questions of Village platforms and databases, using artificial intelligence that knows enough of about them, (their location, interests, preferences) to give them the customized content that they are looking for. And we have the opportunity to affordably apply this technology in the Village to change the way we operate and how we serve our community - offering better more responsive service (24/7/365) at a fraction of the cost.

**Lead.**

Algonquin has the opportunity to put our community on the map as the place where people use technology to live, work and play in new ways. If we want to attract the next generation of workers, the next generation of businesses - the type of investment that will drive economic growth and prosperity for future generations - we need to demonstrate our leadership in technology. And because of this, a goal is to partner with and engage our educational institutions in the testing and development of this smart city initiative.

The opportunity exists to create educational curriculum for the students in the Information Technology and Computer Science and Entrepreneurship pathway programs. I would like to use students to help develop the applications – testing it and offering suggestions to ensure we have the right features and the right user experience.

**Public-Private Partnership Opportunity.**

Because we will be on the forefront of developing and implementing new applications, there is risk in the project's ultimate success. We will not be purchasing off-the-shelf software that has already sold millions of units.

With this in mind, the Village has negotiated a Public-Private Partnership that will allow the Village to capitalize on the upside of a successful project. Through the Agreement, CityFront will pay a 10% one-time (Net Revenue) royalty for any city/village/township that purchases the CityFront FOIA Request Module, until it has paid the Village a total of \$100,000. This revenue sharing will compensate the Village for its work in developing the new application for this technology.

The Village has been nationally recognized for our implementations of ESRI GIS software and CityWorks asset management. Our team has the proven track record and unique skill set necessary to make this initiative a success. Therefore, I believe while there is risk in developing something new, the upside on so many fronts makes it a worthwhile investment of public dollars.





**CityFront**  
INNOVATIONS



# Obsessed with Making Cities Smarter



- Artificial Intelligence
- Image Recognition
- Natural-Language Voice Command
- Automated Report Submission
- Federation of Data





# Mobile

# Application

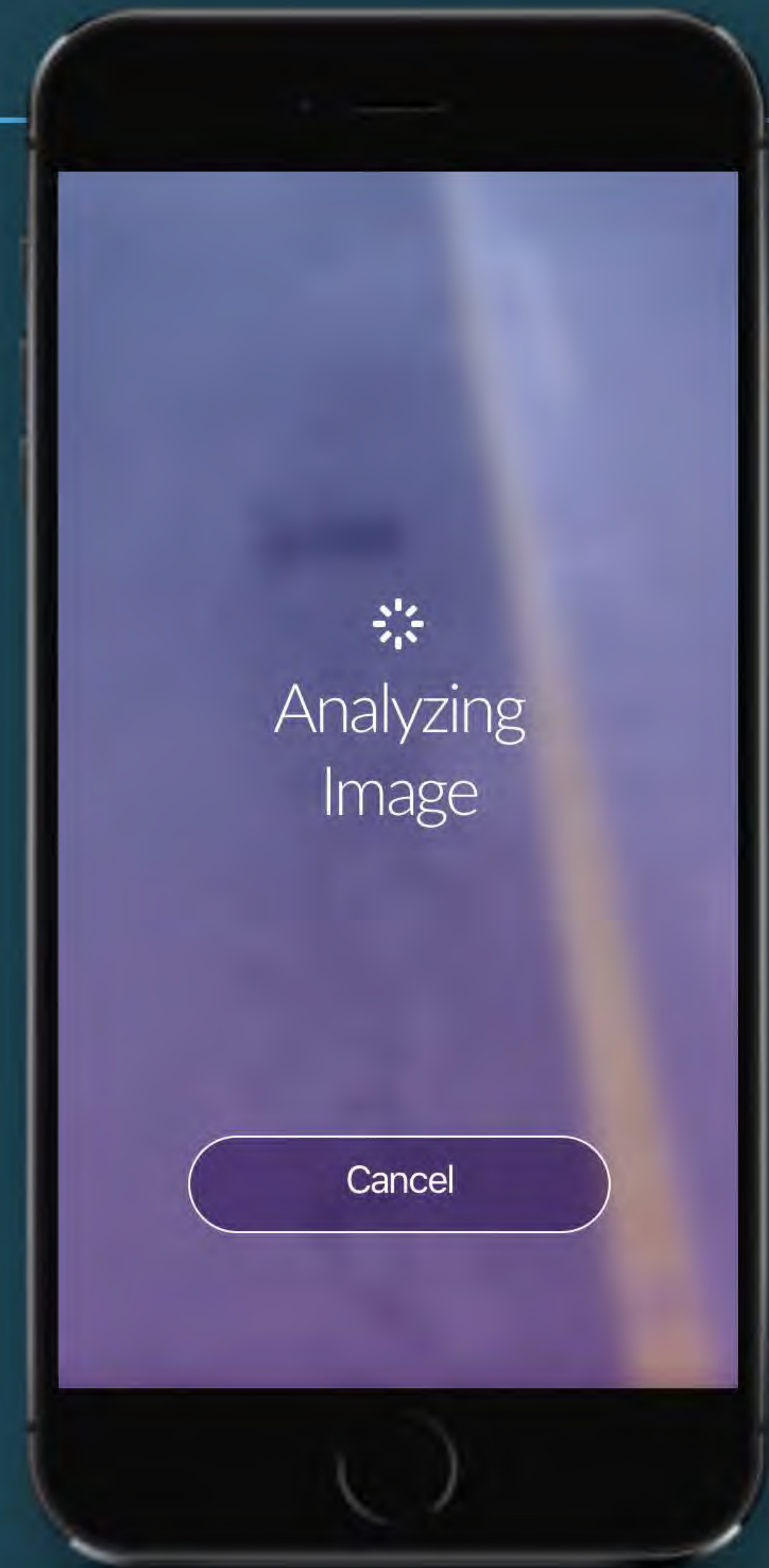
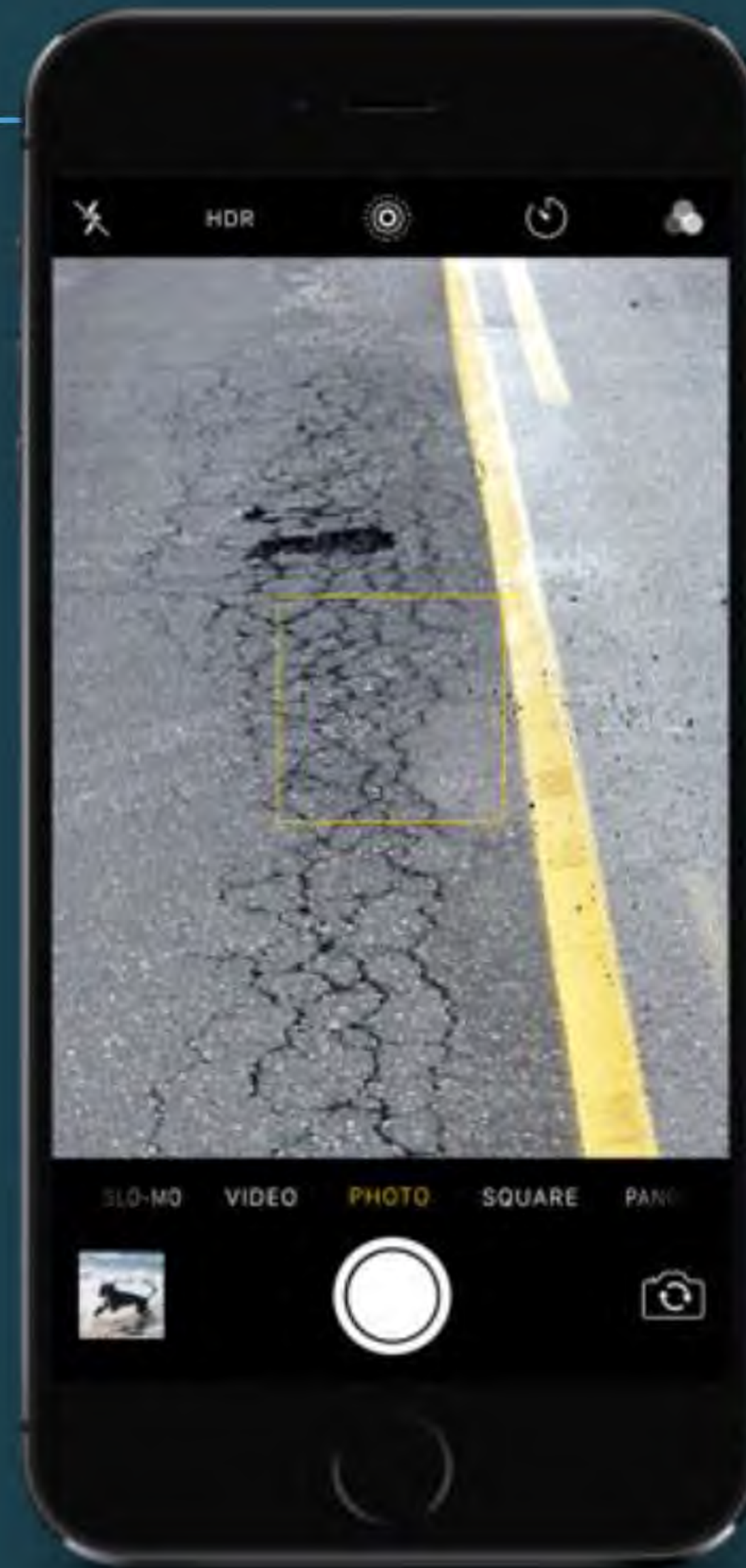
- Image Recognition
- Natural Language Processing (NLP)
- Mobile Bill Pay
- Language Translation
- Augmented Reality
- CityFront Experience Mobile Platform
- The Last Mobile App Required



# Image

# Recognition

The app is built to be intelligent and can decipher, for example, a pothole from a dead animal or graffiti from a water main break.

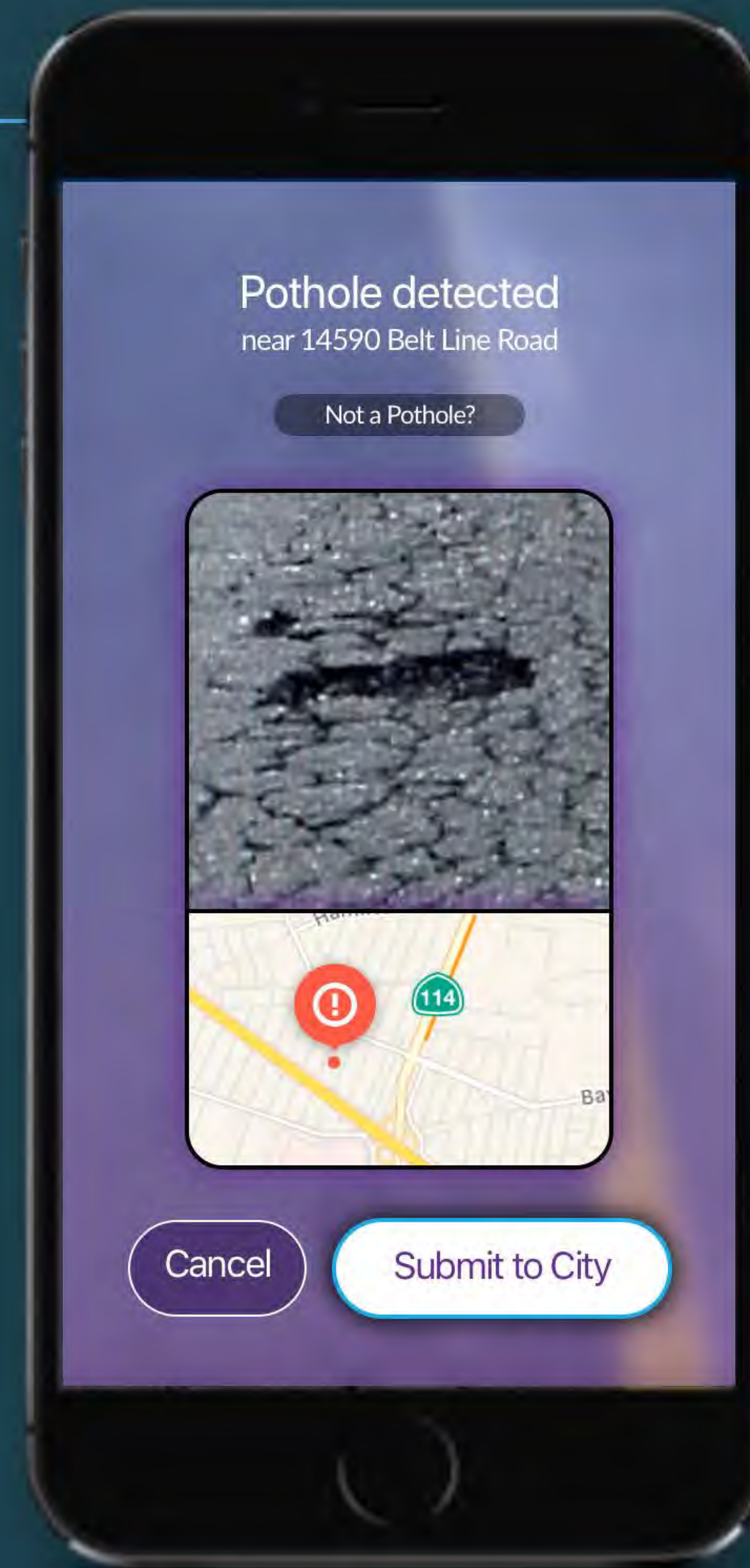




# Upload

# An Image

The app not only knows how to recognize an image, but it also knows which department (or departments) need to see the image, create a work order, etc.



Citizens can report a variety of issues with just a photo.

- Confined / Found Animal
- Deceased (un-owned) Animal
- Leak in Yard
- Leaks in Right of Way
- Locate Meters
- Meter Lids Not Secure
- Non-Emergency Shut-off
- Dead Birds
- Hazardous Waste
- Illegal Discharge
- Noise
- Smoking
- Stagnant Water
- Damaged Cart
- Litter or Debris in Street
- Missed
- Dilapidated Fences
- Graffiti
- High Grass and Weeds
- Unimproved Parking Surface
- Curb Repair
- Potholes

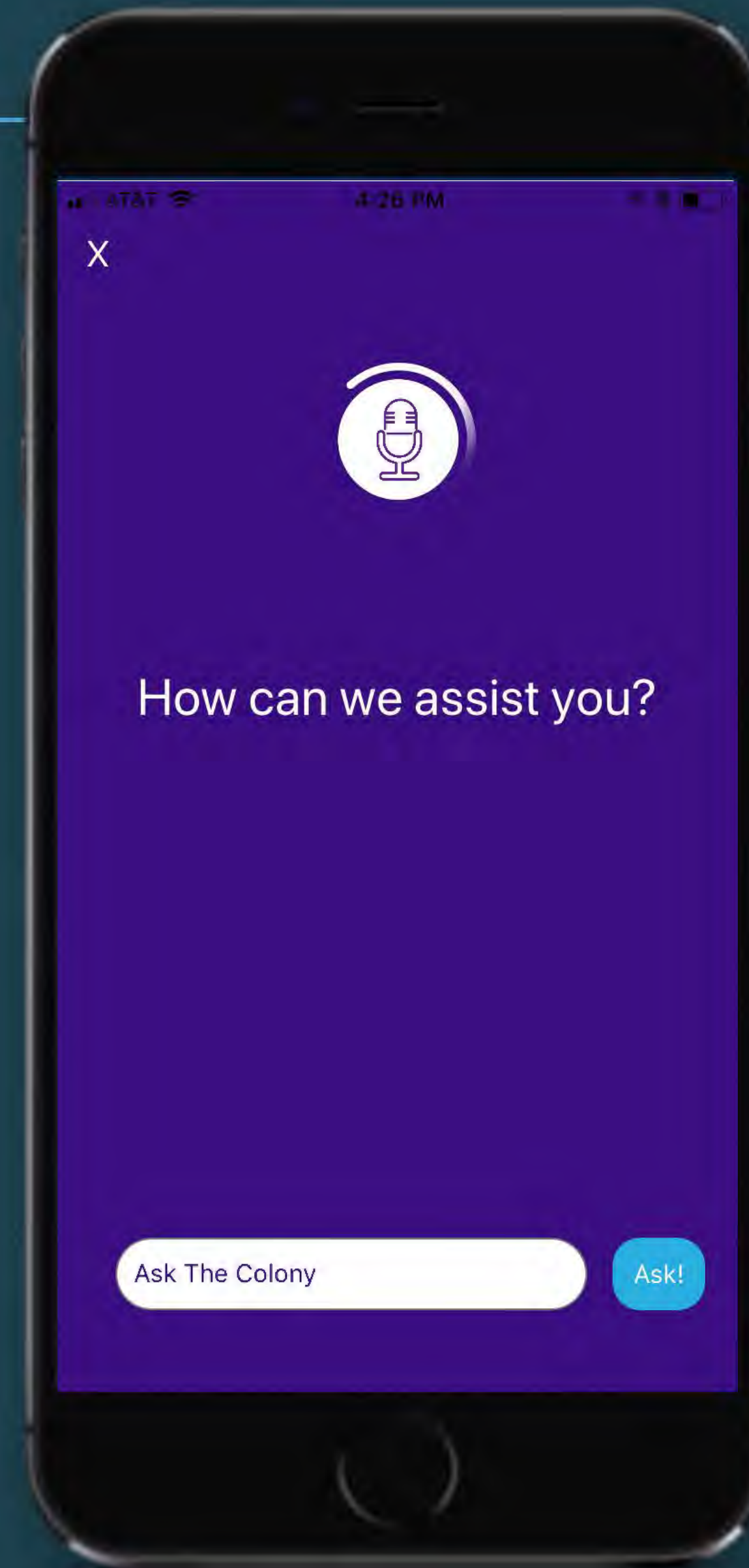


# Voice

# Command

## Citizens are “Click Lazy”

- Mobile Websites can be slow and difficult to navigate
- Technology exists that allows citizens to “speak” and “request” the data they are looking for- no search.
- CityFront has created this platform and will cleanly and clearly present and display exactly what the citizen is requesting.





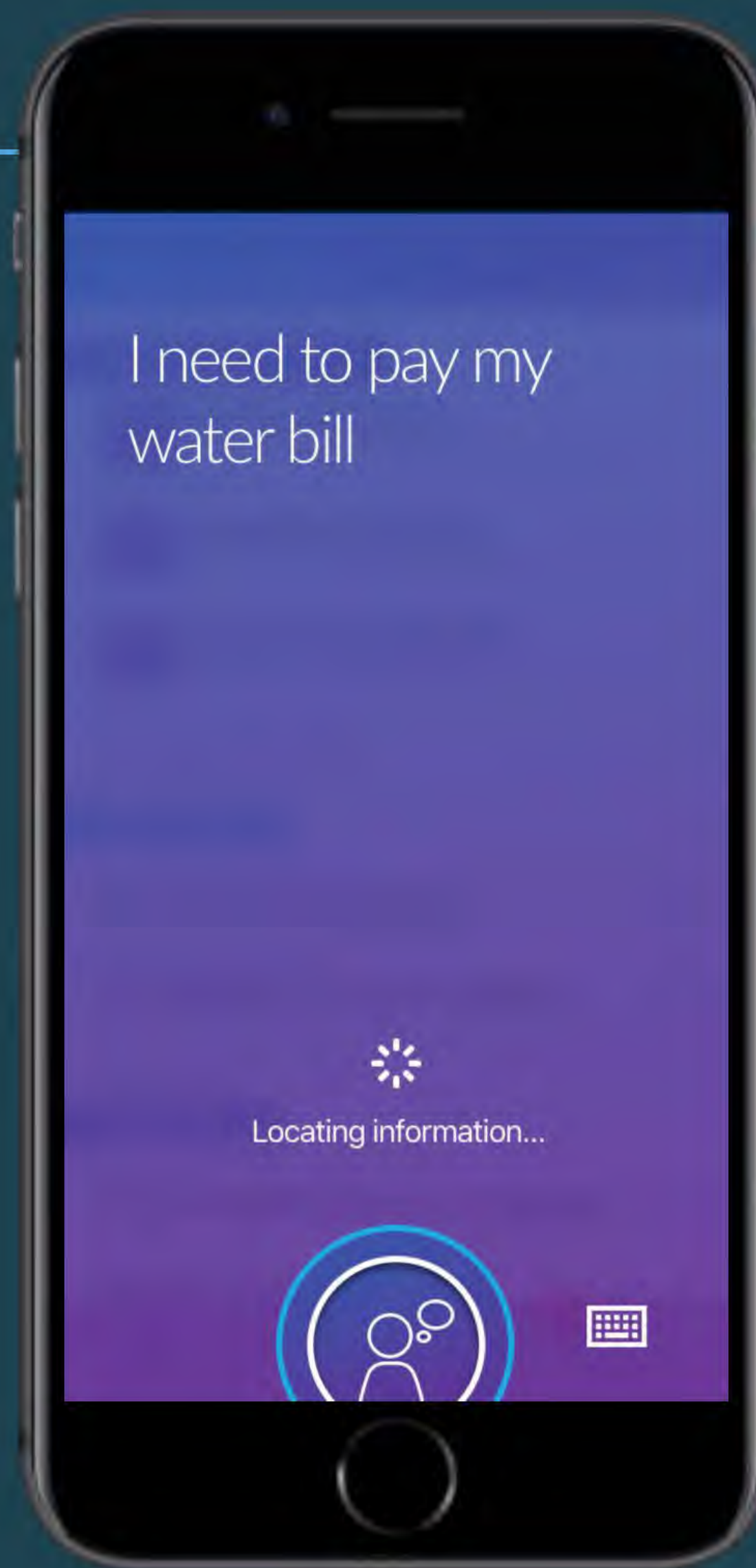
# Pay a

# Bill or Fine

Paying a Bill?

Instantly access:

- Account Details
- Current charges
- Usage Statistics
- In-App Bill Pay



# Language

# Translation

Translate 8 Languages Perfectly in  
Real Time and in Conversational Dialect

- Instant
- Audible
- Intuitive
- Accurate





# Social Media

# Augmented Reality

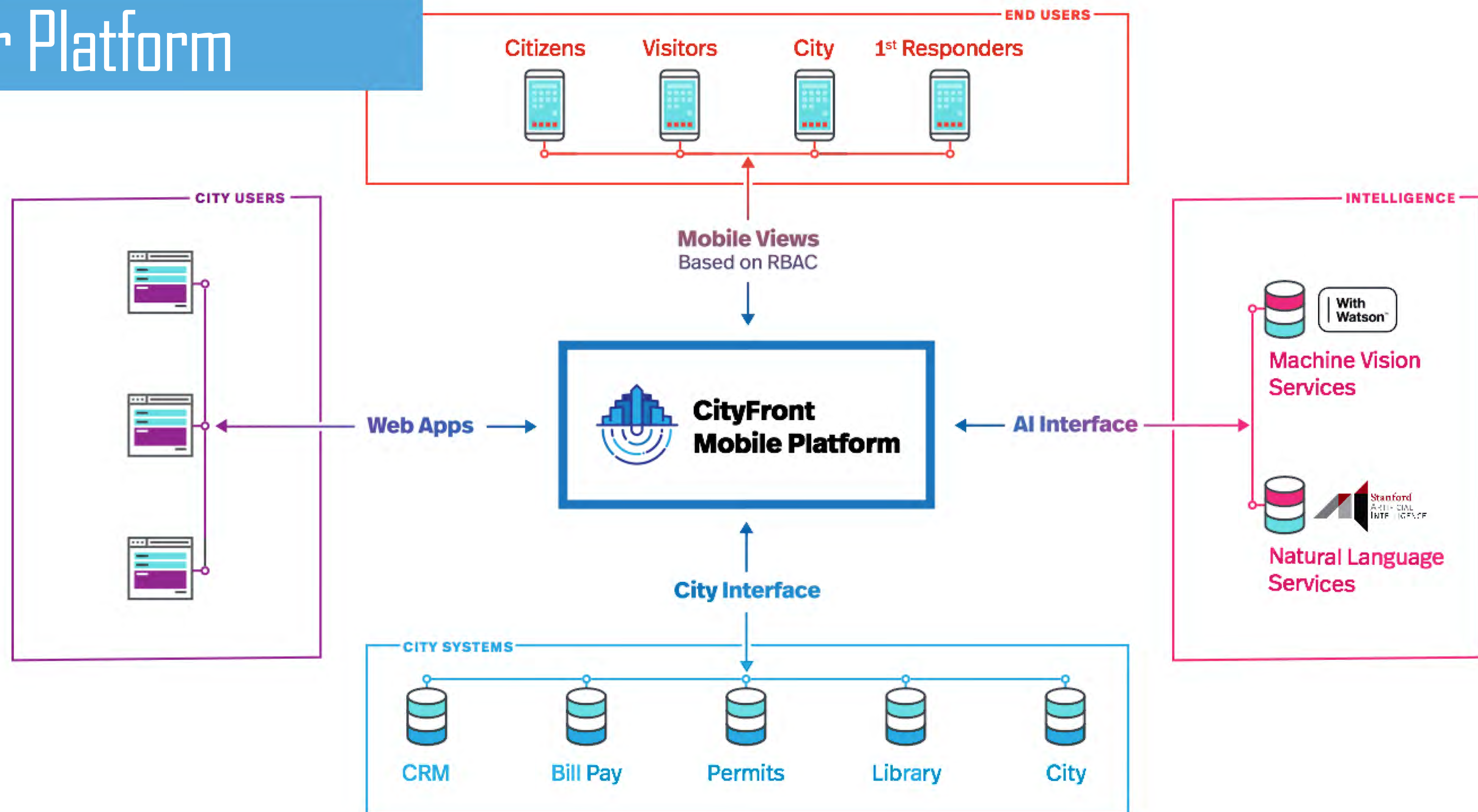
Turn your city into an interactive adventure for:

- Dining
- Parks and Rec
- Historical Tours
- Transportation
- Commercial / New Development





# Our Platform



# Last Mobile

## Application

- Algonquin and other Smart Cities only needs one mobile app for all of the services that they provide
- CityFront Experience's mobile platform is built to integrate with all of Algonquin's systems
- Expose the data from all of your systems in a single mobile user experience
- The last mobile app that Algonquin will ever need in the app store





# FOIA

## Smart Request App

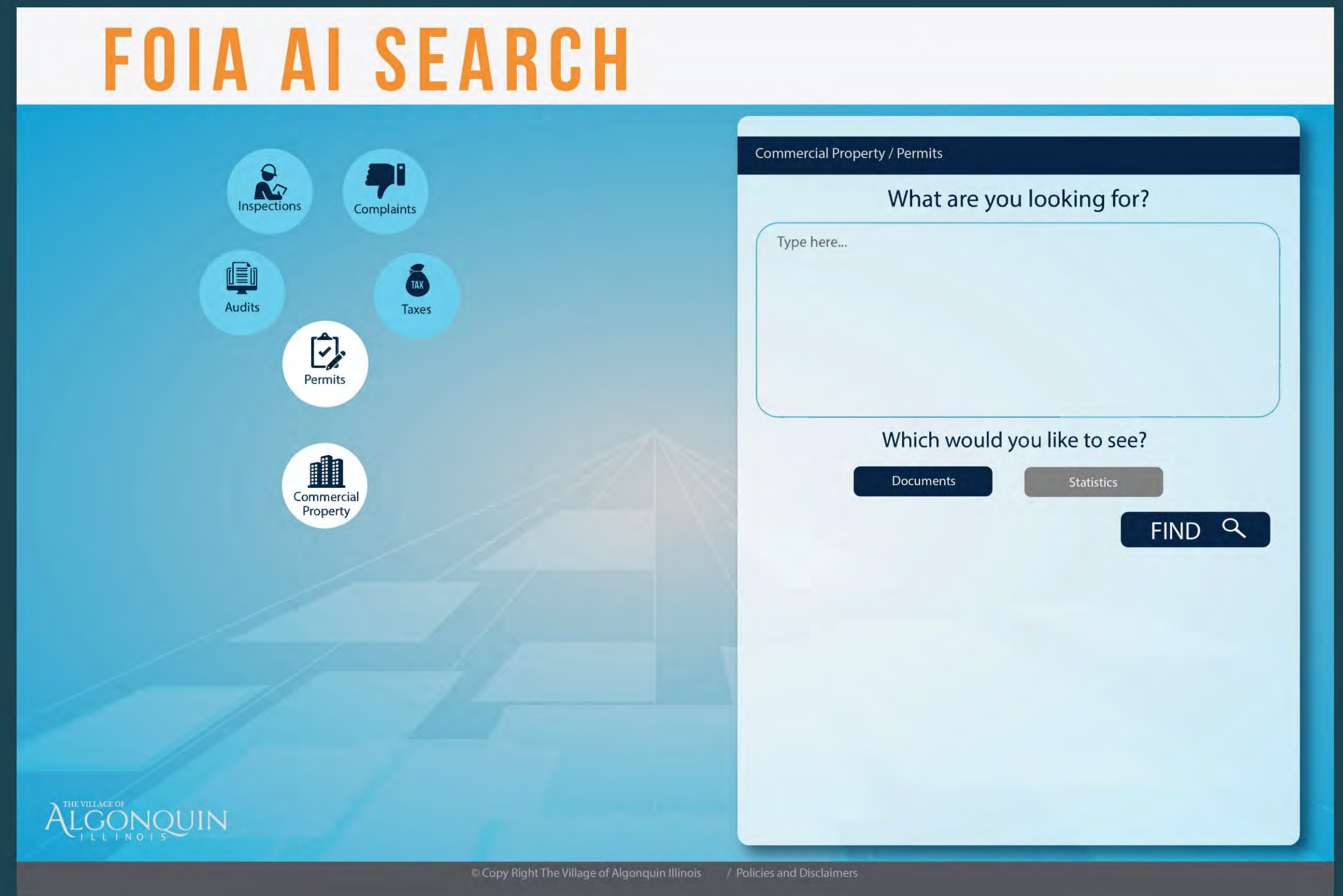
- The First Artificially Intelligent FOIA Request App
- Natural Language Processing Engine for Buildings and Inspections
- User Interface/Experience (UI/UX)
- Dashboard and Analytics
- Phased Approach for all FOIA type requests



# Natural

# Language Processing

- Users should be able to ask for information in a natural way and should be intuitive
- Our NLP engine enables us to understand the data so we know what information the user is asking about
- The results should be offered immediately to the user





# User Experience

## FOIA AI SEARCH

Inspection

Revoked

Denied

Demolition

Issued

Remodel

Building

Permits

Commercial Property

Commercial Property / Permits / All

What are you looking for?

Im looking for all permits for the following address: South Lake Dr. , Algonquin IL, 60102.

Which would you like to see?

Documents

Statistics

FIND

## FOIA AI SEARCH

Inspection

Revoked

Denied

Demolition

Issued

Remodel

Building

Permits

Commercial Property

Commercial Property / Permits / All / Documents

Is this what you are looking for?

Here is what we found for:

Im looking for all permits for the following address: South Lake Dr. , Algonquin IL, 60102.

Need more information? ☐ YES ☒ NO

Documents found :

Building Permits

Number found: (3)

Filter by: 

Date

Suggested

Category

filenameshown.pdf

10/24/2004

filenameshown.pdf

10/24/2004

filenameshown.pdf

10/24/2004

Remodel Permits

Number found: (2)

Filter by:

filenameshown.pdf

10/24/2004

filenameshown.pdf

10/24/2004

Demolition Permits

Number found: (3)

Filter by:

filenameshown.pdf

10/24/2004

filenameshown.pdf

10/24/2004





# Dashboard and Analytics

- FOIA system will be built to provide a complete and comprehensive dashboard
- Analytics will then be performed on this data to provide Algonquin with complete insights into the performance of the system



# FOIA

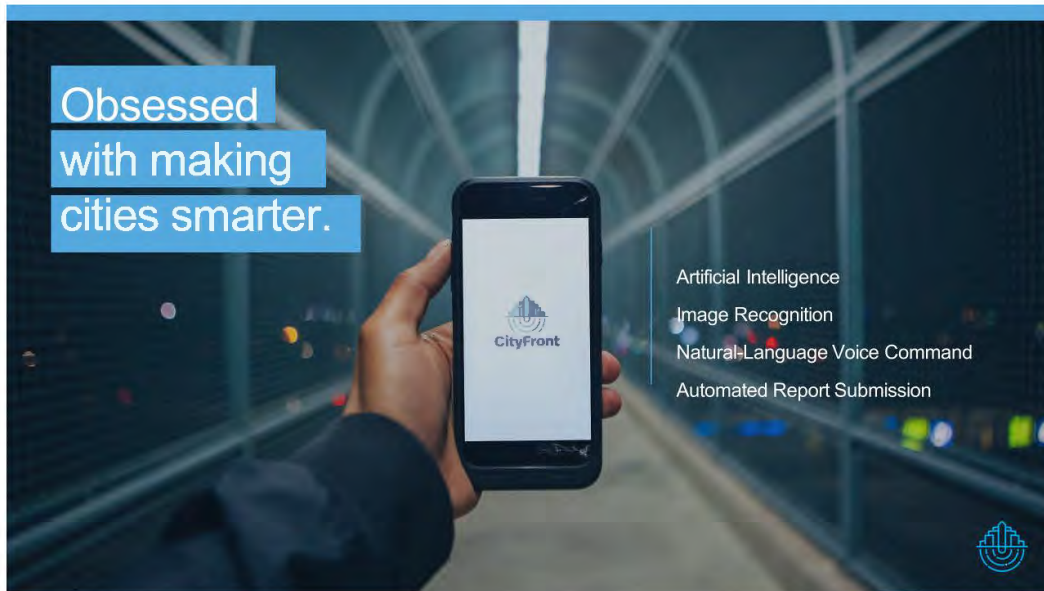
## Phased Approach

- Buildings and Inspections data will be the first phase for the proof of concept (PoC) and pilot implementation
- CityFront's NLP engine will ingest all of the digital data and assets from the Algonquin system and test it for the PoC phase
- CityFront will then deploy a full web applications engine for automated FOIA request responses with mobile responsiveness
- Other departments and data will be added to the implementation based on need, budget and ROI





# CityFront Innovations- Scope of Services:



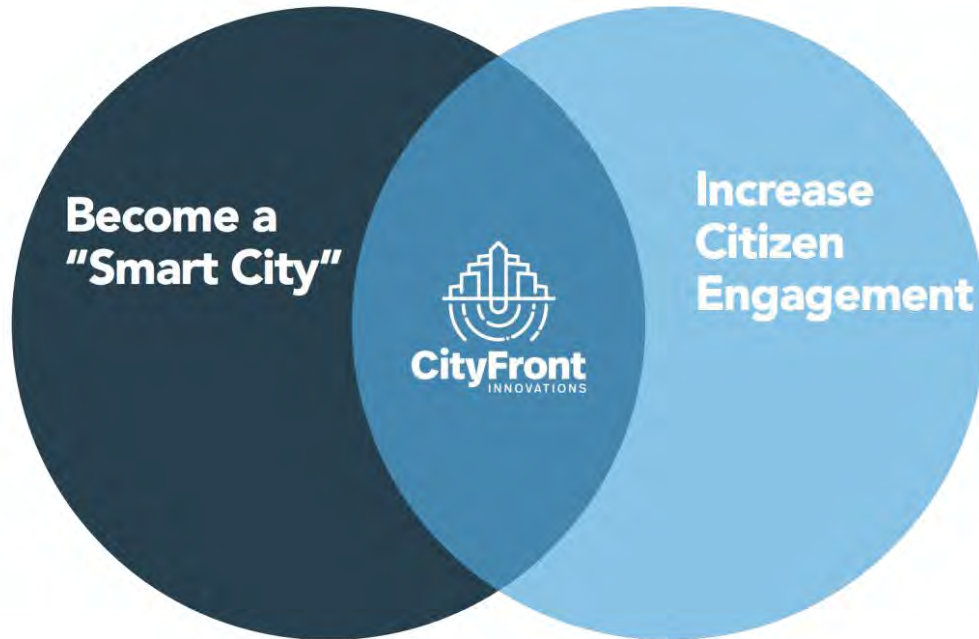
## Village of Algonquin, IL





## What Does “Smart Cities” Really Mean?

At CityFront Innovations, we **are not** obsessed with creating “smart cities.” We **are** obsessed with making cities “smarter.” We believe “smarter cities” want to continually learn and improve their internal processes and services coupled with the constant desire to engage with their citizens and the community for which they serve. CityFront sits right in that space and through our artificially intelligent (AI) technology, enables smart cities to constantly learn and improve their services while changing to the way they engage with their citizens and community, and in the manner they want to be engaged in today’s world of mobile and click-lazy end-users. Together we can improve the quality of services you can deliver and drastically improve the way you communicate with your citizens and your community.



CityFront Innovations offers the following solutions for local government:

- Mobile Integration Platform and Middleware
- Artificial Intelligence
- Image Recognition
- Natural Language Processing
- Geospatial Augmented Reality
- FOIA Requests via Voice Command

CityFront lives at the intersection of smarter cities and citizen engagement - and ultimately citizen satisfaction. By leveraging our proprietary smarter city application development and integration platform, we are able to create tremendous operational efficiencies and value for cities and provide their residents with solutions and apps that continuously improve within themselves through machine learning and artificial intelligence.

With the launch of the CityFront Experience mobile app, our expert user-experience (UX) design team and application developers have created the perfect marriage between operational efficiency for your city and a mobile application that adds incredible value to your citizens, businesses, and visitors.

## Platform Architecture

CityFront Innovations will implement a scalable local government system designed to support artificial intelligence functions such as natural language processing (NLP), speech-to-text, text-to-speech and visualization categorization and will:

- Be secure and cloud based.
- Support iOS and Android mobile devices natively.
- Easily integrate with your various local government applications.
- Handle multiple languages with ease.
- Be scalable to support millions of end-users with acceptable response time performance.
- Be capable of ingesting content from client websites and allowing end-users to interact with the content in a natural language manner, querying for answers to questions, as well as directing the system to perform certain actions.

## Included with CityFront Experience Mobile Platform Subscription:

### Cognitive Image Taking

- Residents will have the ability to invoke the use of their mobile device's camera to take photos of various images around the city and then submit those photos to the city with one click.
  - Images submitted to the city will be analyzed by the application's artificial intelligence to determine what the image in the photo is, based on initial learning.
  - Images recognized could be, but not limited to, potholes, fire hydrants, street signs, trash, cars, people, bikes, overgrown lawns, city vehicles, etc.
- The image will be submitted to the city with the appropriate mobile metadata associated with the analysis of picture.
- Pilot test will include notifications of images to appropriate departments as well as one "deep dive" direct integration (such as bill pay, CRM, etc.).
- Notifications can be set up for citizens submitting images (such as "Thank you for submitting"), then depending on the integration with the city's systems, provides an update when something is scheduled, then eventually fixed.

### Ask the City

- The CityFront Experience mobile app will crawl the entire city website and all available digital content through natural language processing and will return relevant information to the user based on whatever information they call upon.
  - IE: If a citizen said "build a fence" into the app, the system would display proper forms, permits, and other pertinent information.
- If no information is available, the system will provide an elegant experience to try and find the information in a different way and send the question to the city for response and will then inform the user.

### Specific Natural Language Voice Command Examples

Based on existing data availability within the city's digital assets, integration capabilities, and use of CityFront Experience's administrative portals, below are some of the examples of the voice command module:

- Display City Codes and City Ordinances
- City Information such as trash cycles, parade info, concert info, etc.
- Library Programs and Events
- Real Time Health Inspection Scores
- Lost Animals- app can link citizens who have lost a pet to citizens who have found a pet
- Access to view city council meetings by agenda item (e.g. Granicus)
- Access to view Apple TV or YouTube channel
- Citizen News Feed
- Tell Me What's New! (citizens can ask the app "what is new" and specific information can be displayed each day, week, month, by the city)
- Reservation module for city services (will present cost, venues, availability, etc. for tennis courts, facilities, etc.)
- Call on "Italian Food" or "Mexican Food" and the app will list those types of restaurants in the form of a map, so citizen can see which is closest to them geographically
- Display what is currently happening around town / events
- Citizen trash pick-up days, council district, state and federal district by citizen address
- Inform someone what to do if they plan on opening a new business in the town
- Find out which businesses are soon coming to the town
- Locations of City Parks (views of parks, amenities, and park rules)
- What events or items of interest are "close to me"
- Recreation Center Information- amenities, views, full access to schedule, ability to schedule
- Listing of all city meeting dates
- Voter Registration and Polling Information
- Information on new developments around town
- Current Water Restrictions
- Send city messages or questions directly

# ChatBot

## History

With bots hitting mainstream, the market has matured significantly over the last year, and one of the pioneers in the field, providing a comprehensive AI powered conversational platforms is CityFront ChatBot. Created with a vision to disrupt the way organizations and consumers communicate with each other, CityFront ChatBot is helping cities acquire, engage, educate, communicate, entertain and transact with citizens around the globe that use a social messaging service every day.

## Analytics

Our analytics gives you actionable insights to help with citizen engagement, segmentation, and understanding your community. We aggregate key actions, intents, and user journeys into meaningful metrics to help you with delivering key performance indicators (KPIs)

## AI Engine

Our flexible and fast AI framework allows you to send meaningful and engaging responses to your citizens. You can train our AI engine with sentiment, intent, and entities. Actions taken by our engine can be continuously monitored and improved.

## Growth Tools

CityFront Chatbot has a growth playbook that can be customized to our customers. Our growth tools are used by cities to acquire users quickly. We support targeting, frequency capping, and campaign creatives to boost growth.

## One-Stop Dashboard

We have designed a one-stop dashboard to monitor all of your messaging channel needs across different messaging apps. Decision making is made easy with our dashboard as you deliver value to your citizens in real time.

## Enterprise Integrations

We support many enterprise integrations such as Salesforce, Marketo, Zendesk, etc. We can ingest content from any CMS system and also implement custom integrations at scale.

## Additional Features

- Social Listener
- Polling
- Rewards
- Email Marketing
- Subscriptions
- Content Ingestion
- Search Features
- Payments
- Promotions
- 311 / CRM Integration
- Switch to Live Agent
- Alerts and Notifications
- Reminders
- Live Video
- Add to Calendar
- Ticketing / Coupons

## Voice Activated NLP FOIA Requests

- The first artificially intelligent FOIA request app
- Natural Language Processing Engine for building and inspections
- Dashboards and Analytics
- Phased approach for all FOIA-type requests

## Partnership Outline / P3 Opportunity:

- Term of the agreement will be for 3 years
- Algonquin, during the term of the agreement, will receive all mobile and web application upgrades, updates, and bug fixes.
- Algonquin, during the term of the agreement, will receive product training and government user support via phone and email.



- Algonquin, during the term of the agreement, will receive all new product modules and products that will reside within the CityFront Experience mobile and web application.
- Algonquin, during the term of the agreement, will provide CityFront Innovations with periodic meetings with key stakeholders and users within the city's departments in order to better the product and to provide key insights into the city's operations and workflow. These meetings will be set up periodically and well in advance not to disrupt the duties of the city's employees and key stakeholders.

## Public-Private Partnership Opportunity

- The total year one cost for the CityFront app and Natural Language Voice Command FOIA Request will be \$75,000.
- CityFront would like to offer a Public-Private Partnership opportunity for the Village of Algonquin.
- If the \$75,000 year one payment is made by the Village, CityFront will pay a 10% one-time (Net Revenue) royalty for any city/village/township that purchases the CityFront FOIA Request Module, until CityFront has paid the Village a total of \$100,000.

**3-Year Discounted Payment Schedule**

Payment Terms	Pilot Test Rate
Year 1 Payment (May 15, 2018)	\$75,000
Year 2 Payment (May 15, 2019)	\$95,000
Annual Licensing Renewal for CityFront Experience Mobile (\$20,000) and FOIA Platform (\$30,000) for years 3 and on	\$50,000
<b>Included Platform Features</b>	
ChatBot	
NLP FOIA Request Product	
CityFront Experience Mobile Platform which includes: <ul style="list-style-type: none"> <li>• Cognitive Image Taking</li> <li>• City Data Natural Language Processing</li> <li>• Current Civic Engagement functions: <ul style="list-style-type: none"> <li>○ Business Listings</li> <li>○ CityNews/blogs/articles/events</li> </ul> </li> </ul>	

## PILOT PROGRAM AGREEMENT

This Pilot Program Agreement (together with the Quote, this “**Agreement**”) dated as of April 11, 2018, (the “**Effective Date**”) between CityFront Innovations, LLC, a Delaware limited liability company, with offices located at 122 Tennyson Place, Coppell, Texas 75019 (“**CFI**”) and Village of Algonquin, IL, (“**City**”), governs the pilot program (“**Pilot Program**”) participation by City of certain Pilot Program Products listed on a Pilot Program Product Quote or Proposal that may be attached hereto as **Exhibit A** or if provided separately is incorporated herein by reference (“**Quote**”). CFI and City are each a “**Party**” and collectively the “**Parties**” to this Agreement.

**1. Definitions:** “**Pilot Period**” means the period of twelve (12) months beginning on the Effective Date, during which City may, test, use and benefit from the Products for the Purpose. “**Install Location**” means the installation location for the Products as agreed by the Parties, which shall be CFI’s data center where it provides hosting Services. “**Link**” means a hyperlink (whether embedded or standalone) that City will display to direct citizens to the app store for the CFI App. “**Products**” shall mean the Software, Services, the Link and associated proprietary information shared with City. “**Purpose**” means evaluation, testing, using and benefitting from the Products during the Pilot Period for the purpose of allowing City to use and examine the Products for continued future purchases and provide and interoperate with other services to end user citizens (“**End Users**”) through the CityFront Experience Mobile Application received through an app store subject to terms and conditions attached thereto (“**CFI App**”) or through a web browser as a web application. “**Services**” means all services provided by CFI or its designee that are specifically identified on the Quote/Service Order subject to services terms as set forth in **Exhibit B** in the case of professional services and those as set forth in **Exhibit A** in the case of hosting services and shall also include Product Maintenance. “**Software**” means the software and APIs in object code format licensed under this Agreement to be used for the Purpose by City and further described as CFI software that will interoperate with the CFI App and provide data and other services to City that can be used with the CFI platform software and other software.

**2. Pilot Program Use of Products.** In return for City allowing CFI to: (i) to develop and improve the Products under this Pilot Program; (ii) provide the citizens the CFI App with City branding, and (iii) own the Feedback resulting from the Products to develop and improve the Products under this Pilot Program, CFI agrees to allow City to evaluate the Products and City agrees to use the Products solely for the Purpose during the Pilot Program Period.

**3. Price.** The fees for the City’s use of the Products shall be as set forth in **Exhibit C**. The fees shall be deemed earned and non-refundable once paid, provided that the foregoing shall not limit City’s rights or remedies at law or equity. Payments shall be made as set forth in **Exhibit C**.

**4. Term.** The term is ongoing and automatically renews.

a. This Agreement commences on the Effective Date. Ninety days prior to the renewal date 1) CFI shall provide written notice of the services provided and any change in price. 2) The City will provide notice of acceptance / non-acceptance within 30 days of receipt of notice. Both CFI and the Town may terminate the agreement at any point by providing the other party a 30-day notice. Subject to any obligations of City specified in the Quote, City shall immediately cease use of, and return, the Products to CFI at the end of such Term of this Agreement. If the City terminates this agreement prior to May 15, 2019, the City will remain obligated to pay CFI the May 15, 2019 payment as shown in **Exhibit C**.

**5. Title, Risk of Loss, Shipment and Product Return:** Title to the Products remains with CFI at all times during the Pilot Program Period and all Software is licensed not sold. City shall in no event move the Products from the Install Location without prior written CFI approval. CFI shall arrange delivery of the Products to the Install Location on the date set forth in the Quote, or if none, a mutually agreed date. Software shall be provided by electronic means. Products shall be returned by City or in the case of Software may be destroyed. City shall pay CFI all standard charges for repair, replacement or refurbishment, if needed, caused by City’s failure to comply. In the event that any hardware is provided under the Pilot Program, then City shall remain liable for the risk of loss and shall insure such hardware for its full replacement value.

**6. License:**

**6.1 License Grant.** CFI grants City a limited non-exclusive, non-assignable, non-transferable, non-sublicensable, commercial license, during the Pilot Program Period, to use, test and evaluate the Products and display and distribute the Link. City shall be the bailee of the Products. Any third party product that is accompanied by a “break-the-seal” hard-copy license agreement or is obtained after indicating acceptance of a license agreement by electronic means shall be governed by such license agreement (“**Third Party Product**”).

**6.2 Limitations.** Notwithstanding the license granted in Section 6.2, City shall not, and shall not permit others to: (i) reproduce the Products, or any portion of the Products; (ii) use the Products for anything other than the Purpose; (iii) modify, translate, or create derivative works of, or decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code form or structure of, the Products, except as expressly permitted by applicable law; (iv) assign, share, timeshare, sell, rent, lease, sublicense, distribute, grant a security interest in, or otherwise transfer the Products, or City’s limited right to use the Products; or (iv) remove, alter, or obscure any proprietary notices or labels on the Products.

**7. Warranty Limitation and Exclusions:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, DURING THE PILOT PROGRAM PERIOD, CFI AND ITS SUPPLIERS PROVIDE THE PRODUCTS AND SERVICES “AS IS” AND MAKE NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. CFI MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR PERFORM WITHOUT INTERRUPTION OR THAT THE PRODUCTS WILL MEET ‘S REQUIREMENTS. IN LIEU OF A WARRANTY OF PERFORMANCE IN ACCORDANCE WITH THE SPECIFICATIONS, CFI SHALL PROVIDE STANDARD PRODUCT MAINTENANCE AT NO ADDITIONAL COST TO CITY.

**8. Products.**

**8.1 Additional Product Terms.** Third Party Products, if any, are provided to City subject to any third party terms delivered to City therewith. City shall not, without CFI’s prior written consent, copy, provide, disclose or otherwise make available Products or Third Party Products in any form to anyone other than City’s employees, consultants or independent contractor, or other named user expressly set forth in the Quote (“**Personnel**”), who shall use Third Party Products and Products solely for City’s internal business purposes in a manner consistent with this Agreement. City shall be fully responsible for the compliance of its Personnel with the terms of this Agreement.

**8.2 Product Maintenance:** During the Term, Product maintenance will be provided for the Products as described in the Quote and further described, updated on CFI’s website from time to time and subject to the standard maintenance terms as provided thereon by CFI (“**Product Maintenance**”). During the Pilot Program Period, City shall: (i) maintain an environment consistent with Product Specifications, (ii) notify CFI promptly if any Product fails, (iii) permit changes by CFI (or its designee) that do not adversely affect performance or interchangeability, are required by law, or improve safety or reliability, (iv) give CFI reasonable access and furnish facilities reasonably necessary for performance by CFI, and (v) ensure that CFI is legally authorized to use all software provided by City. CFI may change the scope of Product maintenance at any time. City authorizes CFI to store diagnostic programming tools and related materials used in connection with this Agreement at the Install Location, but shall (i) not copy or make any use

thereof whatsoever, (ii) protect such from disclosure to any third party, and (iii) give CFI reasonable access thereto.

**9. Confidential Information.** To the extent allowed by law, this Agreement and all documentation and information, regardless of form, that is delivered by one party (the “Delivering Party”) to the other party (the “Receiving Party”), including without limitation drawings, computer program listings, techniques, algorithms and processes and technical and marketing information (“Confidential Information”) in connection with this Agreement shall be treated confidentially by the Receiving Party and its employees and (i) shall not be disclosed by the Receiving Party to any third party without the Delivering Party's prior written consent and (ii) shall not be used by the Receiving Party except as necessary to perform its obligations under this Agreement. Information shall not be considered to be Confidential Information if it (1) is already or otherwise becomes publicly known through no act of the Receiving Party; (2) is lawfully received from third parties subject to no restriction of confidentiality; or (3) can be shown by the Receiving Party to have been independently developed by it prior to such disclosure and without the benefit or use of the Confidential Information. Source Code shall be treated as Confidential Information for 20 years. City shall not copy, reproduce, remanufacture, disassemble, reverse engineer or decompile the Products and/or in any way duplicate all or any part of the Confidential Information, including translating it into another software language. City shall have an appropriate policy with each of its employees, agents and contractors having access to Confidential Information, with terms no less restrictive than the terms of the Agreement. The Receiving Party agrees to protect the Confidential Information with at least the same standard of care and procedures that it uses to protect its own trade secrets and proprietary information but in any event not less than reasonable care. Notwithstanding the foregoing, CFI shall own all right, title and interest to any Feedback provided by City related to the Products, Software, or Services under this Agreement during the Pilot Program Period. For purposes of this Agreement, “Feedback” means the thoughts, suggestions, options, diagrams, data, ideas, notions, and other such concepts directly related to the Products, Software, Services, which is shared, discussed, or generated during a meeting or via email, written, or verbal exchange. Any information collected by the Parties shall be subject to their privacy policies and at all times the Parties shall comply with applicable privacy policy. Pursuant to FOIA Section 7(1)(g), CFI is providing Confidential Information to the City with a claim that disclosure of this Confidential Information would cause CFI competitive harm if released pursuant to the Illinois Freedom of Information Act.

**10. Limitations of Liability:** EXCEPT FOR CFI'S INDEMNITY OBLIGATION UNDER THIS SECTION, CFI'S TOTAL LIABILITY AND CITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PRODUCTS OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY CFI'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED US \$100,000. EXCEPT FOR CLAIMS (I) ARISING UNDER SECTION 9 ABOVE, OR (II) IN CONNECTION WITH A BREACH OF THE SCOPE OF USE OF THE LICENSES GRANTED HEREUNDER, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF. CFI WILL INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS FROM ALL THIRD PARTY CLAIMS AND LAWSUITS WHICH ARE CAUSED BY THE PRODUCT'S INFRINGEMENT OF A US COPYRIGHT, US TRADEMARK OR US PATENT, DEATH, DISABILITY, OR TANGIBLE PROPERTY DAMAGE PURSUANT TO PRODUCT LIABILITY CLAIMS UNDER UNITED STATES LAW. CFI'S INDEMNIFICATION OBLIGATION AND CONTINUATION THEREOF IS SUBJECT TO: (I) CITY PROVIDING CFI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM OR LAWSUIT, (II) CFI HAVING SOLE CONTROL OF THE DEFENSE AND ALL NEGOTIATIONS FOR SETTLEMENT OR COMPROMISE THEREOF, (III) CITY CEASING USE OF THE INFRINGING SOFTWARE WITHIN TEN (10) DAYS OF CFI'S REASONABLE REQUEST AND (IV) CITY REASONABLY COOPERATING IN THE DEFENSE OF SUCH CLAIM OR LAWSUIT. CFI AGREES TO PAY ALL SETTLEMENTS ENTERED INTO BY CFI, JUDGMENTS FINALLY AWARDED AGAINST CITY, AND ALL ATTORNEYS' FEES AND

EXPENSES FOR COUNSEL HIRED BY CFI. CITY MAY ELECT TO PARTICIPATE IN ANY SUCH ACTION WITH COUNSEL OF ITS OWN CHOICE AND EXPENSE. CFI WILL HAVE NO LIABILITY IF THE ALLEGED INFRINGEMENT IS BASED UPON: (I) A COMBINATION OF PRODUCTS WITH NON-CFI AUTHORIZED PRODUCTS; (II) USE FOR A PURPOSE OR IN A MANNER NOT PROSCRIBED BY CFI; (III) USE OF ANY OLDER VERSION OF SOFTWARE WHEN USE OF NEWER SOFTWARE WOULD HAVE AVOIDED INFRINGEMENT; AND (IV) ANY MODIFICATION NOT MADE WITH CFI'S WRITTEN APPROVAL; OR (V) ANY INTELLECTUAL PROPERTY RIGHT OWNED OR LICENSED BY CITY OR ANY OF ITS/THEIR AFFILIATES.

## **11. Trademarks.**

**11.1 CFI Trademarks.** During the Term of this Agreement, CFI grants to City a nonexclusive, nontransferable limited license (without the right to sublicense) to use and display the trademarks owned by CFI and used by CFI in connection with the Products (the “CFI Marks”) and written material describing and/or promoting the Products (“CFI Data Sheets”) for the sole and exclusive purpose of marketing the Products to potential End Users in accordance with the terms of this Agreement. In addition, City shall have the right during the Term of this Agreement to represent to the public that it is an authorized partner. City has no rights to modify the CFI Marks and/or Data Sheets in any way without obtaining the prior written consent of CFI. City shall not represent to any third party that it has any right to bind CFI in any manner and City agrees not to make any representations or warranties on behalf of CFI. City's use of the CFI Marks shall be in compliance with CFI's trademark usage guidelines, as amended from time to time, a copy of which will be provided to City upon City's request. CFI shall have the right to review City's use of the CFI Marks and Data Sheets. Prior to distributing any materials or otherwise using the CFI Marks, City agrees to submit a sample of each use to CFI for review and approval. If CFI disapproves of City's use of the CFI Marks, CFI shall notify City in writing detailing CFI's concerns and City agrees not to use the CFI Marks as presented in the sample. City shall provide an edited specimen of its use of the CFI Marks that addresses CFI's concerns to CFI for review within ten (10) days from the date of notice from CFI. City acknowledges that CFI is the sole and exclusive owner of the CFI Marks and all goodwill associated with the CFI Marks and that City's use of the CFI Marks will not create any right, title or interest in the CFI Marks in City. Except as prohibited by law, City agrees that it will do nothing inconsistent with such ownership, either during the Term of this Agreement or afterwards. City agrees that its use of the CFI Marks and all goodwill associated with such use shall inure to the benefit of and be on behalf of CFI. City shall use the CFI Marks so that they create a separate and distinct impression from any other trademark that may be used or affixed to materials bearing the CFI Marks or used in connection with services provided under the CFI Marks. CFI shall have the sole right and discretion to bring, prosecute and settle infringement, unfair competition and similar proceedings based on the CFI Marks.

**11.2 City Trademarks.** During the Term of this Agreement, City grants to CFI a nonexclusive, nontransferable limited license (without the right to sublicense) to use and display the trademarks owned by City and used by City in connection with their products (the “City Marks”) for the sole and exclusive purpose of marketing the Products to potential End Users through the CFI App and in accordance with the terms of this Agreement. CFI has no rights to modify the City Marks in any way without obtaining the prior written consent of City. CFI shall not represent to any third party that it has any right to bind City in any manner and CFI agrees not to make any representations or warranties on behalf of City. CFI's use of the City Marks shall be in compliance with City's trademark usage guidelines, as amended from time to time, a copy of which will be provided to CFI upon CFI's request. City shall have the right to review CFI's use of the City Marks. Prior to distributing any materials or otherwise using the City Marks, CFI agrees to submit a sample of each use to City for review and approval. If City disapproves of CFI's use of the City Marks, City shall notify CFI in writing detailing City's concerns and CFI agrees not to use the City Marks as presented in the sample. CFI shall provide an edited specimen of its use of the City Marks that addresses City's concerns to City for review within ten (10) days from the date of notice from City. CFI acknowledges that City



is the sole and exclusive owner of the City Marks and all goodwill associated with the City Marks and that CFI's use of the City Marks will not create any right, title or interest in such City Marks in CFI. Except as prohibited by law, CFI agrees that it will do nothing inconsistent with such ownership, either during the Term of this Agreement or afterwards. CFI agrees that its use of the City Marks and all goodwill associated with such use shall inure to the benefit of and be on behalf of City. CFI shall use the City Marks so that they create a separate and distinct impression from any other trademark that may be used or affixed to materials bearing the City Marks or used in connection with services provided under the City Marks. City shall have the sole right and discretion to bring, prosecute and settle infringement, unfair competition and similar proceedings based on the City Marks.

**11. Royalty Fees:** Royalties on FOIA Module Software Sales will be paid to City as outlined in Exhibit D.

**12. Miscellaneous:** City shall comply with and obtain all authorizations required by U.S. export control laws and all related regulations. CFI may identify City for reference purposes. City shall not assign this Agreement or any right or delegate any performance. This Agreement (i) is the complete statement of the agreement of the Parties with regard to the subject matter hereof, (ii) may be modified only by a writing signed by both Parties, (iii) is governed by the laws of the State of Delaware excluding its conflict of law rules with proceedings brought in courts in Delaware, and (iv) shall control in case of an inconsistent or conflicting term set forth on any purchase order. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. This Agreement shall not be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Notices must be in writing and are deemed delivered when personally delivered by fax, overnight courier, or certified mail return receipt requested, to the respective Party's address above (or such location a Party designates by written notice to the other Party), and if to CFI, cc: to legalnotices@cityfrontinnovations.com. This Agreement may be executed by electronic transmission and in counterparts, each deemed an original and together constituting one instrument. This Agreement may not be altered or amended except by written instrument duly executed by the Parties. The respective obligations of each Party, which by their nature would continue beyond the termination or expiration of this Agreement, including the obligations regarding confidentiality and limitations of liability shall survive termination or expiration. Headings are convenience only and of no force and effect. Failure or delay of a Party to exercise a right, remedy or privilege under this Agreement is not a waiver, nor shall any single or partial exercise of a right, remedy or privilege preclude a Party from further exercising that or any other right, remedy or privilege. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The decision to implement any or all of CFI's recommendations shall be the responsibility of City and City should consult with its own legal, tax, accounting and/or other advisors regarding the advisability of implementation of any recommendations provided by CFI under this Agreement. All rights not expressly granted to City are reserved. Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including without limitation, acts of God, war, fire, flood, or shortage or failure of suppliers.

(Signature Blanks Follow)

The Parties accept the terms of this Agreement by the signatures of their authorized representatives as of the Effective Date:

**CITYFRONT INNOVATIONS, LLC**

**CITY**

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

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

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

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

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

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

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

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

## **Exhibit A**

### **Hosting Terms**

This Exhibit B contains additional terms and conditions that govern the use and hosting of the Software where CFI is providing Hosting Services for such Software or providing the Software under a SaaS model. Capitalized terms not defined in this Exhibit have the same meanings as such terms are defined in the Agreement.

1. **Account Protection.** City shall protect the confidentiality of all account information, including user names and passwords. In the event that a City user becomes aware that the security of such party's login information has been breached, the party shall immediately notify City and City shall immediately de-activate such account or change the account's login information.
2. **Infrastructure.** CFI may host the Software using its own infrastructure or it may engage a third party to host the Software on its behalf. In either case, CFI will use commercially reasonable efforts to make the Software reasonably available for use by City through the use of redundant systems, power backups and redundant Internet connections. CFI may choose to migrate to other third parties at any time as long as the third party can ensure equivalent data security and availability. The hardware used to host the Software and data will be located at a secure data center. CFI currently uses a third party carrier grade data center to host its servers. CFI has service level agreements with these facilities to ensure security and availability of the servers.
3. **Data Backups.** Data will be backed up on a daily basis. In the event that a data restore is required as a result of equipment failure, CFI will bear the costs of such restore. If the data restore is required as a result of misuse/deviation from intended use of Software by City, then City shall bear the costs of such restore. CFI shall also maintain a copy of the City data in a backup storage media. In the case of data loss due to hardware failure, or other causes, the data shall be restored from the latest available backup.
4. **Connectivity.** CFI will be responsible for Internet connectivity of the servers and will ensure that Software is available at the outermost point of its network. CFI is not responsible for loss of connectivity due to problems with City network infrastructure or the intermediate servers, routers or network connections between City's network and the outermost point of CFI's network.
5. **Data Availability.** City shall have access to its data through the Software at all available times. CFI shall, upon termination of the Agreement, also provide an electronic copy of the data in industry standard formats, provided the City is current in its payments. If the City owes monies, such data shall be maintained in an escrow by CFI and shall be made available to City upon payment of remaining amounts. Further, City shall also bear the cost of the escrow agent, if any, for such purposes. During the Term of the Agreement or the Hosting Services, whichever is less, CFI shall not be obligated to provide to the City data extracts in any format other than through the Software. The City can, however, request such data extracts at any time during the Agreement. CFI shall provide such data extracts only if City agrees to pay for the effort at the then-prevailing rates for such services.
6. **Database.** CFI shall install, administer and maintain the database, which shall house the City data.
7. **Data Loss.** CFI shall have no responsibility for loss of or damage to City's data, regardless of the cause of any such loss or damage. CFI's obligations will be limited to restoring a copy of the City data from the latest backup. For purposes of clarity, the foregoing shall not limit nor absolve CFI of any claims and resulting damages for a loss of data resulting in a breach of applicable privacy law as set forth under the Agreement.
8. **System Auditing & Tracking.** CFI shall provide for system auditing and tracking through logs running in the background. The following types of logs are available:
  - 8.1 A Software audit log that tracks all City users and their actions on the Software.
  - 8.2 A system log that tracks login attempts, login status, IP addresses of City users logged in, etc.
  - 8.3 The database shall also have inbuilt capabilities to track changes to data and the date and time of change to the data. CFI shall make these logs available to the City on an as needed basis. City shall pay for these Reports at the then prevailing time and materials rate.
9. **Software Availability.** Software availability means that the Software is available for access by City via http or https links at the outermost point of CFI's network infrastructure.



- 9.1 **Scheduled Down Time.** The Software will be unavailable during times when Software maintenance, Software upgrades, hardware upgrades, system software upgrades and server maintenance activities are scheduled. All such activities shall occur only during the following hours: Mon-Fri 12:00 AM to 6:00 AM EST; Sat – Sun 8:00 PM to 6:00 AM EST. For activities that need the Software to be down at a time outside the hours mentioned above, City shall be given a notice of at least one (1) week.
- 9.2 **Emergency Down Time.** The Software may become unavailable outside the scheduled downtime hours. CFI shall not be required to provide prior notice of such downtime if:
- 9.2.1 CFI has determined a serious breach in security of the network infrastructure that affects multiple customers requiring it to install a security patch / fix immediately in order to ensure the safety of all its installations; and/or
- 9.2.2 There is a hardware failure necessitating immediate replacement of hardware by CFI. CFI shall however notify all customers as soon as possible by email about the Software availability status, reasons for the downtime if known, and an estimated time within which Software will be back up.
- 9.3 **Measurement & Remedies.** The measurement window for Software availability shall be the total time in a given month excluding scheduled and emergency downtime. The Software availability shall be measured as the ratio of Software uptime to total time in measurement window as solely determined by CFI or an authorized Third Party Vendor. If the Software availability is less than 99.9%, client will have the right to request a credit to City for use in the next billing cycle in accordance with the following schedule, with the credit being calculated against the monthly Fee for the Hosting Services as follows:

Software Availability via Website	Credit
96% - 99.8%	5% of the monthly Fees for Hosting Services
90% - 95.99%	10% of the monthly Fees for Hosting Services
89.99% or less	25% of the monthly Fees for Hosting Service

10. **Exceptions to the Software Availability Objectives.** City shall not receive any credits under this Exhibit in connection with any failure or deficiency of Software availability caused by or associated with:
- 10.1 Force Majeure events under the Agreement.
- 10.2 Lack of availability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software or systems, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Hosting Services under the Agreement.
- 10.3 City's acts or omissions (or acts or omissions of others engaged or authorized by City), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Software or Hosting Services in breach of CFI's Terms of Service as provided to City upon request from time to time or as found on CFI's website.
- 10.4 Issues with E-mail or web mail delivery and transmission.
- 10.5 DNS (Domain Name Server) Propagation.
- 10.6 Outages elsewhere on the Internet that hinder access to your account.
- 10.7 Browser or DNS caching that may make City site appear inaccessible when others can still access it.

## **Exhibit B**

### **Services Terms**

This Services Terms Agreement (the “**Services Agreement**”) sets forth the basic provisions under which CFI makes available Services to City in connection with Software, subject to City’s compliance with the provisions of the Agreement. In the event of a conflict between the Agreement and the Services Agreement, the Services Agreement shall prevail. Any terms not defined herein shall have the meaning set forth in the Agreement. In consideration of the premises and obligations contained herein, it is agreed as follows:

#### **1. Definitions.**

- 1.1 “**City Materials**” means any and all materials or Technology that City provides to CFI that are required for CFI to complete the Deliverables. City Materials shall not be included in the Deliverables, unless necessary to perform the applicable Services.
- 1.2 “**Deliverables**” means the work product from the Services that CFI performs pursuant to a Service Order and any Prior Technology incorporated therein.
- 1.3 “**Derivative Work**” means a derivative work within the meaning of the U.S. copyright and other intellectual property laws.
- 1.4 “**Intellectual Property Rights**” means (by whatever name or term known or designated) copyrights, trade secrets, trademarks, patents, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals and extensions of such rights.
- 1.5 “**Prior Technology**” means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of CFI or licensed by CFI, and which may be improved or modified in the course of developing the Deliverables.
- 1.6 “**Services**” means those services provided by CFI to City as delineated in a Service Order.
- 1.7 “**Service Order**” means any Quote with services data sheet, statement of work or other document specifically incorporating these Terms pursuant to which CFI is providing services to City.
- 1.8 “**Technology**” means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, hardware, interfaces, inventions, know how, look and feel, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, web pages, and workflows.

#### **2. Intellectual Property.**

- 2.1 **Proprietary Rights.** All Intellectual Property Rights and all software, Prior Technology, and Deliverables developed or provided by CFI are and remain CFI property (“**CFI Proprietary Works**”). All written reports, analyses and working papers based on City Materials and delivered by CFI to City in the performance of CFI’s obligations under a Service Order (“**Document Work Product**”), subject to and exclusive of any CFI Intellectual Property Rights and Prior Technology embodied therein, belong to City. Nothing herein shall preclude CFI from developing, using or marketing services or materials that are similar or related to such Document Work Product.
- 2.2 **City Furnished Materials.** Any tangible City Materials and Intellectual Property Rights therein and Derivative Works thereof shall be and remain City property.
- 2.3 **Work Product License.** Upon City’s payment in full for Deliverables, and to the extent that CFI Proprietary Works are contained in the Deliverables, City is licensed to (i) use such CFI Proprietary Works internally, for the limited purpose for which the Deliverables were provided, on a non-exclusive, non-transferable, without rights to sublicense, royalty-free, worldwide basis, and (ii) make, for internal use only, a reasonable number of copies of the original Document Work Product in amounts reasonably necessary for City’s use. City shall not sublicense or otherwise transfer to any third party any CFI Proprietary Works. Other than as specifically provided herein, City may not modify, alter, decompile, disassemble, reverse-engineer, or create Derivative Works from the Deliverables. The licenses granted in this section shall be in effect for the Term of the License to the CFI Product(s) that the Service Order corresponds to as defined in the CFI Quote subject to the terms and conditions of the CFI End User License Agreement in effect on the date of such Quote.
- 2.4 **Software License.** If City is granted a license to use software solely in conjunction with a Service Order (“**Project License**”); such shall consist solely of a non-exclusive, non-transferable, and without rights to sublicense right to use such software

only in direct connection with such Service Order. The term of the Project License shall start on delivery of the software and expire upon the completion of Services in such Service Order.

2.5 CFI License. City hereby grants to CFI a non-exclusive, worldwide, perpetual, personal, royalty-free, non-transferable (except for entities controlling, controlled by, or under common control with CFI) license under City's Intellectual Property Rights in the City Materials necessary for CFI to use, make, copy, modify, and create Derivative Works of the City Materials, for the purpose of developing and testing the Deliverables.

2.6 Feedback. Any suggestions and feedback contributed by City, at its discretion, to CFI in connection with development of CFI Proprietary Works are transferred to and owned by CFI; or if transfer of ownership is not allowed, licensed by City to CFI on a non-exclusive, worldwide, perpetual, personal, and royalty-free basis.

2.7 Software under the Agreement. For the avoidance of doubt any Software as defined and delivered under the Agreement shall not be a Deliverable under this Services Agreement and shall be subject to the terms and conditions of the Agreement. Deliverables that apply to or modify the Software shall be deemed Software, but shall be subject to Acceptance set forth below.

### **3. Acceptance.**

3.1 City is required to acknowledge receipt and acceptance/rejection of all Services and Deliverables associated with a Service Order within ten (10) business days (not including Federal Holidays) following the earlier of (i) completion of each individual milestone, or (ii) delivery of the Services and Deliverables, performed as described in the Service Order, as is applicable to the specific engagement ("Acceptance Period"). Upon the commencement of the Acceptance Period, CFI will, as is required by its accounting procedures, present City with (x) a Project Milestone Completion Form, (y) Acceptance Certificate, or (z) notice of delivery of Service and/or Deliverables. City will execute and return to CFI such Project Milestone Completion Form or Acceptance Certificate within the Acceptance Period. The failure to provide (x), (y), or (z) above does not excuse City from the obligations of Sections 3.2 and 3.3.

3.2 If City reasonably believes that CFI did not complete the Services and Deliverables in substantial conformance with the specifications from CFI described in a Service Order, City will notify CFI in writing, with specific reasons delineated, of its rejection of the Services and Deliverables within the Acceptance Period. CFI will address City's issues and then re-present, as is applicable, the Project Milestone Completion Form or Acceptance Certificate for City's execution in accordance with the requirements of this Section 3.

3.3 If CFI does not receive the signed Project Milestone Completion Form, Acceptance Certificate, or a written notification of the specific reasons for the rejection of the Services and Deliverables from City within the Acceptance Period, the absence of City's response will constitute the City's affirmative acceptance of the Services and Deliverables.

### **4. Terms and Termination.**

This Services Agreement shall begin on the date of the first Service Order and shall continue in effect until terminated by the parties hereto. This Services Agreement may be terminated by the non-breaching party for a material breach that remains uncured thirty (30) days after written notice was sent to the breaching party specifying such breach. Service Orders will generally be in full force and effect until (i) City's acceptance of the final Deliverable or submission of final timesheet, or (ii) CFI and/or City terminate this Agreement and/or mutually terminate a Service Order in writing. Sections 1, 2, 3, and 4 will survive termination or expiration of a Service Order or this Services Agreement. For the avoidance of doubt, termination of a Service Order or this Services Agreement shall not terminate the Agreement, however termination of the Agreement will terminate this Services Agreement and any open Service Orders.



**Exhibit C**

**3-Year Discounted Payment Schedule**

<b>Payment Terms</b>	<b>Pilot Test Rate</b>
Year 1 Payment (May 15, 2018)	\$75,000
Year 2 Payment (May 15, 2019)	\$95,000
Annual Licensing Renewal for CityFront Experience Mobile (\$20,000) and FOIA Platform (\$30,000) for years 3 and on	\$50,000
<b>Included Platform Features</b>	
ChatBot	
NLP FOIA Request Product	
CityFront Experience Mobile Platform which includes: <ul style="list-style-type: none"><li>• Cognitive Image Taking</li><li>• City Data Natural Language Processing</li><li>• Current Civic Engagement functions:<ul style="list-style-type: none"><li>○ Business Listings</li><li>○ CityNews/blogs/articles/events</li></ul></li></ul>	




# Village of Algonquin

## Police Department



-MEMORANDUM-

DATE: May 7, 2018  
TO: Tim Schloneger, Village Manager  
FROM: John Bucci, Chief of Police   
SUBJECT: New Police Squad Purchase

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I am requesting permission to move forth with the purchase of a Ford Utility (SUV), with a total cost of \$39,845 (\$28,890 for vehicle and \$10,955 for additional equipment, lights, markings, etc.) This vehicle is a replacement vehicle for squad 01 that was "totaled" while responding "code" (lights and sirens) in an attempt to apprehend a Felony suspect. Squad 01 had been assigned to the patrol division and was a 2017 Ford Explorer, semi-marked SUV.

As of this time, we are utilizing squads 86 and 87 as replacement vehicles which are both scheduled to be replaced in this current budget year. The police department is in need of this vehicle as it creates a shortage to the scheduled fleet if not replaced. Replacement of this vehicle will bring the fleet to the originally scheduled vehicle allotment. Not replacing the vehicle will create additional mileage and usage to vehicles in the fleet which has proven to create additional maintenance and repairs and increases the potential for vehicles being out of service on a more consistent basis.

We have received a check from insurance during FY 17/18 in the amount of \$27,297.03 for the total loss of Squad 01 to apply to this purchase. It is our intent to apply cost-savings realized during the current fiscal year to fund the difference. However, given the proximity to the fiscal year start, we are initially requesting that the difference come from existing fund balance.

It is my goal to maintain our fleet numbers which would require this replacement vehicle. I am presenting you with this memo for your approval to move this request forth to the Committee of the Whole for their consideration



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

April 25, 2018

Village of Algonquin Illinois

Thank you for allowing us to quote on your police vehicle requirements. We have figured the following.

**1-New 2018 Ford Police Interceptor Utility AWD**

Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat

86P Front Warning Pre-Drill

43D Dark Mode Interior Lights

51T Driver's Side Whelen LED Spot Light

549 Heated Exterior Mirrors

60A Grill/Lamp/Speaker Wiring

18W Rear Windows Driver Controlled

68G Rear Inside Locks/Handles Inoperative

Red/White Front Dome Light

Rear View Backup Camera

All other standard equipment

2018 Interceptor Utility AWD

Illinois Government Price

\$28,890.00 \*

OPTIONS: Remote Keyless Entry Add \$270.00

Units are **\*in stock** at the time of this quote and are available first come first serve. Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions. Thank you.

Richie Morrow Wellenkamp  
Fleet Manager/Vice President  
Morrow Brothers Ford, Inc.



The following items are std 2018MY POLICE INTERCEPTOR UTILITY vehicle:

## MECHANICAL

- Alternator – 220 Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 T-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

## EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower body'side cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate – Lock cylinder repositioned into decklid appliqué trim)
- Glass – 2<sup>nd</sup> Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1 Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- ★ Rear bumper step pad
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

## INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
  - Power
  - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
  - Overhead Console with sunglass holder
  - 1<sup>st</sup> row task lights (driver and passenger)
  - Dome Lamp – 1<sup>st</sup> row (red/white)
  - 2<sup>nd</sup>/3<sup>rd</sup> row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear

## INTERIOR/COMFORT (continued)

- Seats
  - 1<sup>st</sup> Row Police Grade Cloth Trim, Dual Front Buckets
  - 1<sup>st</sup> Row – Driver 6-way Power track (fore/aft, Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1<sup>st</sup> Row – Passenger 2-way manual track (fore/aft, with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2<sup>nd</sup> Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

## SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2<sup>nd</sup> generation driver & front-passenger, side seat, Roll Over Protection Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1<sup>st</sup> Row
- SOS Post-Crash Alert System™

## FUNCTIONAL

- Audio
  - AM/FM / CD / MP3 Capable / Clock / 6 speakers
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
  - 5-way Steering Wheel Switches, Redundant Controls
- Note:** Radio does "not" include USB Port or Aux. Audio Input Jack
- Note:** USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
- Recovery Hook, Rear Only
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2<sup>nd</sup> row passenger seat floorboard)
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper



## VILLAGE OF ALGONQUIN

### *PUBLIC WORKS DEPARTMENT*

### **– M E M O R A N D U M –**

DATE: April 24, 2018

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Harrison Street and Crystal Creek  
Improvements Phase II Consulting  
Engineering Agreement

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Attached, you will find an engineering agreement with Christopher B. Burke Engineering Ltd. for the civil engineering work associated with the Harrison Street bridge improvements, the Crystal Creek streambank improvements and the associated Riverwalk, including landscape and hardscape features. The scope of services in this large project will include the following:

- |        |  |
|--------|--|
| Task 1 | Plan Preparation                         |
| Task 2 | Floodway Permitting                      |
| Task 3 | LOMR (Letter of Map Revision) Submittal  |
| Task 4 | Agency Coordination and Project Meetings |
| Task 5 | Wetland/Waters of the US Permitting      |

The scope of services details are further itemized in the agreement attached.

This project design was unbudgeted due to the dynamic and overlapping changes to the original downtown proposed schedule. However, there will be an excess of funds remaining in the budget from Phase 1B design services, as well as a surplus in other line items of the Street Improvement Fund due to savings that we have experienced in good construction bids received so far this year.

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 an agreement with CBBEL for Consulting Engineering Service for the Harrison Street Bridge and Crystal Creek Improvements in and amount not to exceed \$176,031.00.

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

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

We understand that the Village of Algonquin is proceeding with a Downtown Streetscape/Main Street project. Crystal Creek flows west to east under Main Street and under Harrison Street prior to discharging in the Fox River. The effective Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) flood profiles indicated the existing Main Street and Harrison Street Crystal Creek waterway crossings have head losses that raise flood profiles upstream.

Previously, CBBEL utilized the effective Crystal Creek FEMA FIS HEC-RAS hydraulic model to evaluate potential revisions to prepare a hydraulic evaluation of the creek from Main Street to the Fox River. Phase I design has been completed for replacement of the Main Street bridge crossing that would reduce the head losses. CBBEL has also completed Phase I design for creek channel improvements downstream of Main Street, considering both maintaining the Harrison Street bridge opening or replacing it with a larger structure. The purpose of the improvements is to reduce flood elevations on properties along the creek. A technical memorandum was prepared documenting the Phase I hydraulic evaluation along with presenting a recommended design. This proposal is for floodway permitting of recommended channel improvements processed through IDNR-OWR. In addition, the Village wishes to obtain a FEMA Letter of Map Revision (LOMR) based on the Phase I modeling and Phase II Plans. The LOMR request will also be processed through IDNR-OWR and then the Illinois State Water Survey (ISWS).

Based on our Phase I study of the creek channel improvements, we understand the project to generally consist of the following:

- Regrading and stabilizing the creek banks, 3:1 max slopes
- Constructing retaining wall where there is not enough space to regrade (approximately 720' of retaining wall)
- Replacing Harrison Street bridge with a two-span longer structure to increase the bridge opening and reduce flood elevations
- Constructing approximately 0.25 acre-ft of compensatory storage on the north side of the creek between Main Street and Harrison Street
- Constructing a new "riverwalk" path from Towne Park to Harrison Street
- Landscaping and miscellaneous streetscape features along the creek



We have specifically not included the following scope tasks in this Work Order Form as we are taking the plans to the 60% level:

- Public involvement or stakeholder meetings
- Color 3D renderings or perspectives
- Utility design (other than storm sewer)
- Plats and legals

### **III. SCOPE OF SERVICES**

#### **Task 1 – Plan Preparation**

##### **1.1– Crystal Creek Riverwalk, Grading and Landscaping Improvement Plan and Cost Estimate Preparation (60%)**

Engineering plans for recommended improvements to the Crystal Creek channel and overbanks will be prepared to the level necessary to obtain a floodway construction permit from IDNR-OWR and a LOMR from FEMA.

##### **1.2 – Crystal Creek Retaining Wall Plans and Cost Estimate Preparation (60%)**

Retaining wall plans for the creek and riverwalk will be prepared to a 60% level.

##### **1.3 – Harrison Street Bridge Plan and Cost Estimate Preparation (60%)**

Engineering plans for improvements to the Harrison Street bridge will be prepared to the level necessary to obtain a floodway construction permit from IDNR-OWR and a LOMR from FEMA. A single architectural bridge will be provided to the Village for review.

##### **Task 1.4 – Pathway Lighting (60%)**

The Village of Algonquin is proposing to install a new pathway along the northwest side and southeast side of the new bridge. Christopher B. Burke Engineering, Ltd. (CBBEL) will meet with the Village to select the proposed bollard or wall lighting types. CBBEL will utilize the new controller to be installed for the bridge project to power the proposed lights. CBBEL will perform photometric calculations for the pathways and prepare full electrical plan drawings and details.

##### **Task 1.5 - Geotechnical Investigation**

MSET will take two (2) borings along the creek 20' deep and two (2) borings at the Harrison Street bridge 65' deep. MSET will also take environmental soil samples along the project length. Their data, findings and recommended actions will be provided in a bound report.

#### **Task 2 – Floodway Permitting**

##### **2.1 – Floodway Construction Permit Submittal to IDNR-OWR**

CBBEL will prepare a Floodway Construction Permit application under the Part 3708 Rules and submit to IDNR-OWR for review and concurrence. This task assumes two sets of responses to the IDNR-OWR review comments. IDNR-OWR may require the issuance of a Public Notice. It is assumed that the Village will provide the names and addresses of adjacent property owners. If the Village requires assistance from CBBEL in researching affected property owners, it will be billed separately on a Time and Materials basis. Any IDNR-OWR review fees are not included in the fee estimate for this task.

### **Task 3 – LOMR Submittal**

#### **3.1 – As-Built Survey**

Once the improvements are constructed, an as-built survey of the improvements is required for the LOMR submittal. This task includes survey of the constructed Harrison Street bridge structure and Main Street Bridge structure including low chords and pavement elevations along with cross sections at regular intervals along approximately 1,000 linear feet of Crystal Creek. All survey data will be collected on the NAVD88 vertical datum.

#### **3.2 – Update HEC-RAS Hydraulic Model**

The previously prepared HEC-RAS hydraulic model of Crystal Creek will be updated to reflect the as-built survey data collected in Task 3.1.

#### **3.3 – LOMR Submittal to IDNR-OWR**

Using the as-built survey and updated HEC-RAS hydraulic model, CBBEL will prepare a LOMR request and submit to IDNR-OWR for review and concurrence. This task assumes two sets of responses to the IDNR-OWR review comments. IDNR-OWR may require the issuance of a Public Notice. It is assumed that the Village will provide the names and addresses of these property owners. If the Village requires assistance from CBBEL in researching affected property owners, it will be billed separately on a Time and Materials basis. Any IDNR-OWR review fees are not included in the fee estimate for this task.

#### **3.4 – LOMR Submittal to ISWS**

CBBEL will submit the IDNR-OWR approved LOMR submittal and corresponding attachments to the ISWS for review and approval of the FEMA LOMR. The ISWS is FEMA's review consultant for Illinois. This task assumes two sets of responses to the ISWS review comments. ISWS review fees are not included in the fee estimate for this task.

### **Task 4 – Agency Coordination and Project Meetings**

During the design, permit, and/or LOMR approval review process, follow-up meetings with the regulatory agencies, project team, and client can be expected to finalize required information, documentation, and submittals.

### **Task 5 – Wetland/Waters of the United States Permitting**

#### **Task 5.1 - Field Reconnaissance**

An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

#### **Task 5.2 –Letter Report**

The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their

locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

**Task 5.3 – US Army Corps of Engineers Application**

CBBEL Environmental Resources Staff will prepare the Corps of Engineers Permit Joint Application Package. This information will include the required exhibits, specifications, data and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

**Task 5.4 – County Wetland Submittal**

CBBEL Environmental Resources Staff will assist the project engineer in preparation of the wetland, waters and buffer portions of the Stormwater Management Permit Application. This information will include the required exhibits, specifications, data and project information.

**Task 5.5 – Wetland Review Agency Coordination**

Before and during the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two meetings and include budget to cover the cost of submittal of two responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

**IV. Man-Hour & Fee Summary**

**Task 1 – Plan Preparation**

**Task 1.1 – Crystal Creek Riverwalk, Grading and Landscaping Improvement**

**Plan and Cost Estimate Preparation (60%)**

Engineer VI	24 hrs x \$184/hr	=	\$4,416
Engineer III	100 hrs x \$112/hr	=	\$11,200
Landscape Architect	60 hrs x \$121/hr	=	\$7,260
Cad Manager	40 hrs x \$121/hr	=	<u>\$4,840</u>
			<b>\$27,716</b>

**Task 1.2 – Crystal Creek Retaining Wall Plans and Cost Estimate Preparation**

**(60%)**

Engineer V	40 hrs x \$150/hr	=	\$6,000
Engineer IV	100 hrs x \$121/hr	=	\$12,100
CAD Manager	64 hrs x \$121/hr	=	<u>\$7,744</u>
			<b>\$25,844</b>

**Task 1.3 – Harrison Street Bridge Plan and Cost Estimate Preparation (60%)**

Engineer V	54 hrs x \$150/hr	=	\$8,100
Engineer IV	140 hrs x \$121/hr	=	\$16,940
Landscape Architect	24 hrs x \$121/hr	=	\$2,904
CAD Manager	78 hrs x \$121/hr	=	<u>\$9,438</u>
			<b>\$37,382</b>



**Task 1.4 – Pathway Lighting (60%)**

Engineer IV	4 hrs x \$121/hr	=	\$484
Engineer Tech. IV	48 hrs x \$115/hr	=	\$5,520
Engineer III	40 hrs x \$112/hr	=	\$4,480
Engineer I/II	8 hrs x \$91/hr	=	\$728
			<u>\$11,212</u>

**Task 1.5 – Geotechnical Investigation**

Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer IV	2 hrs x \$121/hr	=	\$242
By Others (MSET)			<u>\$20,150</u>
			<u>\$20,760</u>

<b>Task 1 Subtotal</b>	<b>\$122,914</b>
Direct Costs	<u>\$1,000</u>
<b>Task 1 Total</b>	<b>\$123,914</b>

**Task 2 – Floodway Permitting****Task 2.1 – Floodway Construction Permit Submittal to IDNR-OWR**

Engineer VI	6 hrs x \$184/hr	=	\$1,104
Engineer IV	24 hrs x \$121/hr	=	\$2,904
Engineer I/II	40 hrs x \$91/hr	=	<u>\$3,640</u>
			<b>Task 2 Total</b> <b>\$7,648</b>

**Task 3 – LOMR Submittal****Task 3.1 – As-Built Survey**

Survey V	4 hrs x \$150/hr	=	\$600
Survey IV	8 hrs x \$115/hr	=	\$920
Survey II	48 hrs x \$86/hr	=	\$4,128
Survey I	48 hrs x \$67/hr	=	\$3,216
CAD Manager	12 hrs x \$121/hr	=	<u>\$1,452</u>
			<b>\$10,316</b>

**Task 3.2 – Update HEC-RAS Hydraulic Model**

Engineer IV	16 hrs x \$121/hr	=	<u>\$1,936</u>
			<b>\$1,936</b>

**Task 3.3 – LOMR Submittal to IDNR-OWR**

Engineer VI	4 hrs x \$184/hr	=	\$736
Engineer IV	18 hrs x \$121/hr	=	\$2,178
Engineer I/II	30 hrs x \$91/hr	=	\$2,730
CAD II	16 hrs x \$112/hr	=	<u>\$1,792</u>
			<b>\$7,436</b>

**Task 3.4 – LOMR Submittal to ISWS**

Engineer IV	10 hrs x \$121/hr	=	\$1,210
Engineer I/II	20 hrs x \$91/hr	=	\$1,820
CAD II	8 hrs x \$112/hr	=	\$896
			<b>\$3,926</b>
	<b>Task 3 Subtotal</b>		<b>\$23,614</b>
	Direct Costs		<b>\$500</b>
	<b>Task 3 Total</b>		<b>\$24,114</b>

**Task 4 – Agency Coordination and Project Meetings**

Engineer VI	20 hrs x \$184/hr	=	\$3,680
Engineer IV	10 hrs x \$121/hr	=	<u>\$1,210</u>
	<b>Task 4 Subtotal</b>	=	<b>\$4,890</b>
	Direct Costs	=	<u>\$500</u>
	<b>Tasks 4 TOTAL</b>	=	<b>\$5,390</b>

**Task 5 – Wetland/Waters of the United States Permitting****Task 5.1 Field Reconnaissance**

ERS IV	6 hrs x \$121/ hr	=	\$726
ERS III	6 hrs x \$102/hr	=	\$612
ERS Technician	5 hrs x \$78/hr	=	<u>\$390</u>
			<b>\$1,728</b>

**Task 5.2 Letter Report**

ERS V	1 hr x \$133/hr	=	\$133
ERS IV	10 hrs x \$121/hr	=	\$1,210
ERS III	8 hrs x \$102/hr	=	\$816
ERS Technician	2 hrs x \$78/hr	=	\$156
Administrative	1 hr x \$79/hr	=	<u>\$79</u>
			<b>\$2,394</b>

**Task 5.3 USACE Application**

ERS V	1 hr x \$133/hr	=	\$133
ERS IV	12 hrs x \$121/hr	=	\$1,452
ERS III	16 hrs x \$102/hr	=	\$1,632
ERS Technician	2 hrs x \$78/hr	=	\$156
Administrative	1 hr x \$79/hr	=	<u>\$79</u>
			<b>\$3,452</b>

**Task 5.4 County Wetland Submittal**

ERS V	1 hr x \$133/hr	=	\$133
ERS IV	16 hrs x \$121/hr	=	\$1,936

ERS III	4 hrs x \$102/hr	=	\$408
ERS Technician	1 hr x \$78/hr	=	\$78
Administrative	1 hr x \$79/hr	=	<u>\$79</u>
			<b>\$2,634</b>

**Task 5.5 Wetland Agency Coordination**

ERS IV	16 hrs x \$121/hr	=	\$1,936
ERS III	24 hrs x \$102/hr	=	<u>\$2,448</u>
			<b>\$4,384</b>

<b>Task 5 Subtotal</b>	<b>\$14,592</b>
<b>Direct Costs</b>	<b>\$373</b>
<b>Task 5 TOTAL</b>	<b>\$14,965</b>

**PROJECT TOTAL                      \$176,031**

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

Title: Executive Vice President\_\_\_\_\_

Date: 4/6/18\_\_\_\_\_



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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal .....	210
Engineer VI.....	184
Engineer V .....	150
Engineer IV .....	121
Engineer III .....	112
Engineer I/II .....	91
Survey V .....	150
Survey IV .....	115
Survey III .....	110
Survey II.....	86
Survey I.....	67
Resource Planner V.....	102
Resource Planner IV .....	97
Resource Planner III .....	88
Resource Planner II.....	80
Engineering Technician IV .....	115
Engineering Technician III .....	95
Engineering Technician I/II .....	87
CAD Manager.....	121
Assistant CAD Manager .....	115
CAD II .....	112
CAD I.....	87
GIS Specialist III.....	107
GIS Specialist I/II .....	60
Environmental Resource Specialist V .....	133
Environmental Resource Specialist IV .....	121
Environmental Resource Specialist III .....	102
Environmental Resource Specialist II.....	83
Environmental Resource Technician .....	78
Administrative.....	79
Engineering Intern .....	46
Survey Intern.....	46
Information Technician III.....	84
Information Technician I/II.....	54
Landscape Architect.....	121

W. ALGONQUIN ROAD

Total Avail. = 935 Acres

Total Remain. = .24 Acres

Total = 342 Acres

Total Avail. = 985 Acres

Total = 204 Acres

0.25 Ac. Fl. Comp. Storage  
From 725-640-751.2

HARRISON STREET

CRYSTAL CREEK

MAIN STREET

CRYSTAL CREEK PREFERRED IMPROVEMENTS



SCALE: 1" = 20'

www.CrystalCreek.com