

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

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Consider a Resolution Expressing the Village of Algonquin's Intent to Consider Designation of a Business District on Property within the Village, to Impose Business District Taxes, and to Induce Development within Such District and/or to Consider Other Incentive for the Property to Induce Development Interest
 - B. Consider Establishing a Special Service Area #4 for the NorthPoint Algonquin Corporate Campus for Lots 2-6 and Outlots A, B, and C of the 1st Resubdivision of the NorthPoint Algonquin Corporate Campus Subdivision
 - C. Consider Establishing a Special Service Area #5 for the NorthPoint Algonquin Corporate Campus for Lot 1 and Outlot D of the 1st Resubdivision of the NorthPoint Algonquin Corporate Campus Subdivision
 - D. Consider an Amendment to Ordinance 2004-O-08 (An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman / Lundstrom Property (Galleria Center)), approval of a Preliminary and Final Plat, a Preliminary Planned Development with Respect to a Portion of the Subject Property, a Final Planned Development for Lot 6a and 6b, and Approve a Special Use for a Drive-Through, and a Special Use for Open Air Dining for the Enclave Phase 1
 - E. Consider a Final Planned Development for Cooper's Hawk
 - F. Consider a Final Planned Development for BJs Brewhouse & Brewery
 - G. Consider a Final Planned Development for Raising Cane's
4. **General Administration**
 - A. Consider Certain Items as Surplus
 - B. Consider a Resolution Designating Funds for the Purchase of Two (2) 2023 Ford Police Interceptor Hybrid Vehicles and Associated Items
5. **Public Works & Safety**
 - A. Consider an Agreement with Inland Environmental for the Asbestos Abatement at the Algonquin State Bank Building
 - B. Consider an Agreement with Christopher Burke Engineering for the Construction Oversight of Services for Kelliher & Willoughby Park Pickleball and Tennis Court Construction
6. **Executive Session** (If needed)
7. **Other Business**
8. **Adjournment**



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Algonquin Commons Inducement Resolution

ACTION REQUESTED:

To pass an inducement resolution expressing the Village’s intent to consider designation of a Business District at the Algonquin Commons, to impose Business District taxes, and to induce development within such district and/or to consider other incentives for the property to induce development interest.

DISCUSSION:

The Village is contemplating the formation of a business district to facilitate a commercial project at the Algonquin Commons that is anticipated to include the construction of ‘The Link’, a two-story indoor/outdoor dining and entertainment destination, ‘The Field’, an open space programmable for events and entertainment, ‘The Playground’, an outdoor playground amenity for children, and ‘The Street’, an outdoor programmable entertainment destination/plaza. The Village believes that it will not be economically feasible for the Developer to complete the Project in the extensive manner contemplated without the formation of the Business District and associated incentives to the Developer or without the use of other incentives.

As a means to encourage the Developer to pursue plans for the redevelopment of the Business District and to make such expenditures as are reasonably necessary in that regard with confidence that some or all of those Business District Project Costs and other costs may be reimbursable costs to facilitate the development of the property, subject to a written Business District Incentive Agreement between the Village and the Developer, and/or that those same costs may be reimbursable under an agreement for other incentives that might be entered into with the Village, the Village must pass an inducement resolution.

The resolution does not obligate the Village to create the Business District or enter into a Redevelopment Agreement or any other incentive agreement of any type with the developer, but establishes a baseline for which to evaluate any incentive in the future and signals our willingness and interest in partnering with Red Mountain Group in the best interest of the Algonquin Commons and Village.

RECOMMENDATION:

To pass the attached inducement resolution.

ATTACHMENTS:

Resolution of Intent to Designate a Business District

RESOLUTION No. 22 – R- ____

A RESOLUTION EXPRESSING THE VILLAGE OF ALGONQUIN'S INTENT TO CONSIDER DESIGNATION OF A BUSINESS DISTRICT ON PROPERTY WITHIN THE VILLAGE, TO IMPOSE BUSINESS DISTRICT TAXES, AND TO INDUCE DEVELOPMENT WITHIN SUCH DISTRICT AND/OR TO CONSIDER OTHER INCENTIVES FOR THE PROPERTY TO INDUCE DEVELOPMENT INTEREST

WHEREAS, the Village of Algonquin (the “Village”) is a home rule unit of local government under the laws and Constitution of the State of Illinois, and this resolution is an exercise of the Village’s home rule authority; and

WHEREAS, the Village is authorized under the provisions of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, et seq. (the “Business District Law”) to designate business districts in accord with the provisions and requirements of said Business District Law and to finance qualified business district project costs (the “Business District Project Costs” as that term is defined in the Business District Law at 65 ILCS 5/11-74.3-5) in connection with a duly established business district; and

WHEREAS, the Village through its home rule power and other state statutory authority is authorized to enter into additional types of economic incentive agreements with developers to facilitate the development of property within the Village (“Other Incentives”); and

WHEREAS, at the request of Algonquin I, LLC (the “Developer”), the Village is contemplating the formation of a business district to facilitate a commercial project (the “Project”) on approximately 66.914 contiguous acres of land in the Village located at the northwest corner of Corporate Parkway and Randall Road with PIN numbers 03-06-226-002 and 03-06-276-001 (cumulatively referenced herein as “Property”) which Project is anticipated to include the construction of ‘The Link’, a two-story indoor/outdoor dining and entertainment destination, ‘The Field’, an open space programmable for events and entertainment, ‘The Playground’, an outdoor playground amenity for children, and ‘The Street’, an outdoor programmable entertainment destination/plaza; and

WHEREAS, the boundary of such a proposed business district (the “Business District”) is generally depicted on Exhibit A, which exhibit is attached hereto and made part hereof; the Business District to be designated may contain more or less land than that depicted and described on Exhibit A; and

WHEREAS, pursuant to the Business District Law, in order to designate a business district and to impose certain business district taxes, the Village must hold a hearing, adopt a business district plan (the “Business District Plan”) and designate the Business District on the basis of findings that the area to be included within the Business District qualifies for such designation pursuant to the statutory requirements set forth in the Business District Law; and

WHEREAS, the Village believes that the Property is likely to meet the requirements of a business district under the Business District Law; and

WHEREAS, the Village believes that it will not be economically feasible for the Developer to complete the Project in the extensive manner contemplated by both the Village and the Developer without the formation of the Business District and associated incentives to the Developer (“Business District Incentives”) or Other Incentives; and

WHEREAS, the Village may consider Other Incentives to facilitate the development of the Property in addition to or instead of Business District Incentives, which Other Incentives may include but are not limited to the use of a non-business district sales tax rebate incentive agreement, or the use of bonds to help finance the infrastructure development serving the Property, or other possible incentives or combinations of incentives; and

WHEREAS, the Village wishes to encourage the Developer to pursue plans for the redevelopment of the Business District and to make such expenditures as are reasonably necessary in that regard with confidence that some or all of those Business District Project Costs and other costs may be reimbursable costs to facilitate the development of the Property, subject to a written Business District Incentive Agreement (“Redevelopment Agreement”) between the Village and Developer, and/or that those same costs may be reimbursable under an agreement for Other Incentives (“Other Incentive Agreement”) that might be entered into with the Village; and

WHEREAS, contingent upon passage of a Village ordinance approving the establishment of the Business District and providing for the imposition of any tax authorized under the Business District Law, and contingent upon the approval by the Village Board of an acceptable Redevelopment Agreement with the Developer, the Developer may be eligible to be reimbursed for some or all of Developer’s Business District Project Costs; and

WHEREAS, the Developer’s Business District Project Costs shall only be eligible for reimbursement to the Developer under a possible future Redevelopment Agreement to the extent they satisfy the criteria of the Business District Law and to the extent that they are incurred after passage of this Resolution; and

WHEREAS, contingent upon passage of a Village ordinance approving the establishment of an Other Incentive Agreement, the Developer may be eligible to be reimbursed for some or all of its Business District Project Costs (as defined above, but which may also include additional expenditures associated with complying with specific requirements of the Other Incentive Agreement) incurred after the passage of this Resolution; and

WHEREAS, the Village may expend its own funds in furtherance of the preparation of the Business District Plan and will otherwise incur Business District Project Costs and other costs in furtherance of the creation and success of the Business District or the creation of Other Incentives; and

WHEREAS, it is the intent of the Village to recover qualified expenditures from proceeds of the Business District, if established; and

WHEREAS, this Resolution does not obligate the Village to create the Business District including the Property, or any portion thereof, or to enter into a Redevelopment Agreement or any Other Incentive Agreement of any type with the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, in exercise of its home rule powers that:

SECTION 1: The foregoing Recitals are substantive and are incorporated as though fully set forth in this Section 1.

SECTION 2: The Village has examined the circumstances applicable to the Property and believes that (i) it is reasonable to believe that the Business District Plan can be adopted, and the Business District formed that would include the Property under the Business District Law, and that some or all of the Business District Project Costs incurred in furtherance of the Business District Plan after the date of passage of this Resolution are anticipated to be reimbursable costs to the Developer through a Redevelopment Agreement; and (ii) it is reasonable to believe that Other Incentives might also facilitate the development of the Property, and that some or all of the costs incurred in furtherance of those Other Incentives after the date of passage of this Resolution are anticipated to be reimbursable costs under an Other Incentive Agreement; and (iii) it is reasonable to believe that without some incentive to the Developer to defray certain costs associated with the Project, the redevelopment of the Property in the extensive manner contemplated by the Village and the Developer would not be possible.

SECTION 3: If the Business District is formed that includes the Property or if Other Incentives are offered to support the development of the Property, the Village shall include reimbursement to the Developer for some or all of the Developer's Business District Project Costs incurred after the date of this Resolution, but only if the Developer and the Village ultimately agree upon and enter into a Redevelopment Agreement or Other Incentive Agreement that provides for such reimbursement. This Resolution is not a guarantee that a Redevelopment Agreement or Other Incentive Agreement will be adopted, or the Business District formed that includes the Property, nor does it represent a financial obligation of the Village; rather it is an expression of the sense of the Village Board at this time.

SECTION 4: The person to contact for additional information about the Business District and who should receive all comments and suggestions regarding the development of the district shall be:

Jason Shallcross
Community Development Director
Village of Algonquin
2200 Harnish Dr.
Algonquin, IL 60102
jasonshallcross@algonquin.org

SECTION 5: The officers and employees of the Village shall take all actions reasonably required or necessary to carry out and give effect to the intent of this Resolution.

SECTION 6: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

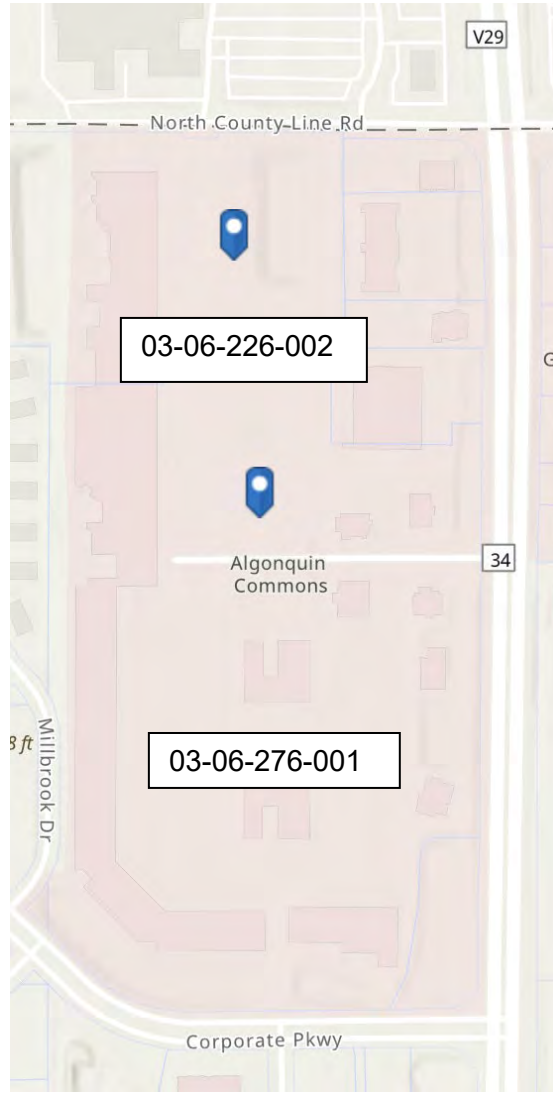
DATED this _____ day of _____, 2022.

ADOPTED: _____
Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

EXHIBIT A





Village of Algonquin

2200 Harnish Drive, Algonquin, IL
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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of a Special Service Area #4 for the NorthPoint Algonquin Corporate Campus

ACTION REQUESTED:

The Approval of the NorthPoint Algonquin Corporate Campus requires the establishment of a dormant SSA (Special Service Area) that would be enacted should the owner of any property in the SSA fail to maintain the property.

PREVIOUS ACTIONS:

An Ordinance (2022-O-20) to establish an SSA on the NorthPoint Algonquin Corporate Campus property was approved by the Village Board in April of 2022, however it is being repealed with this Ordinance because the previous Ordinance established an SSA on the entirety of the NorthPoint Algonquin Corporate Campus Subdivision, referenced an already established Special Service Area Number, and referenced expired PINs. The establishment of this new, corrected SSA will resolve these scrivener's errors.

DISCUSSION:

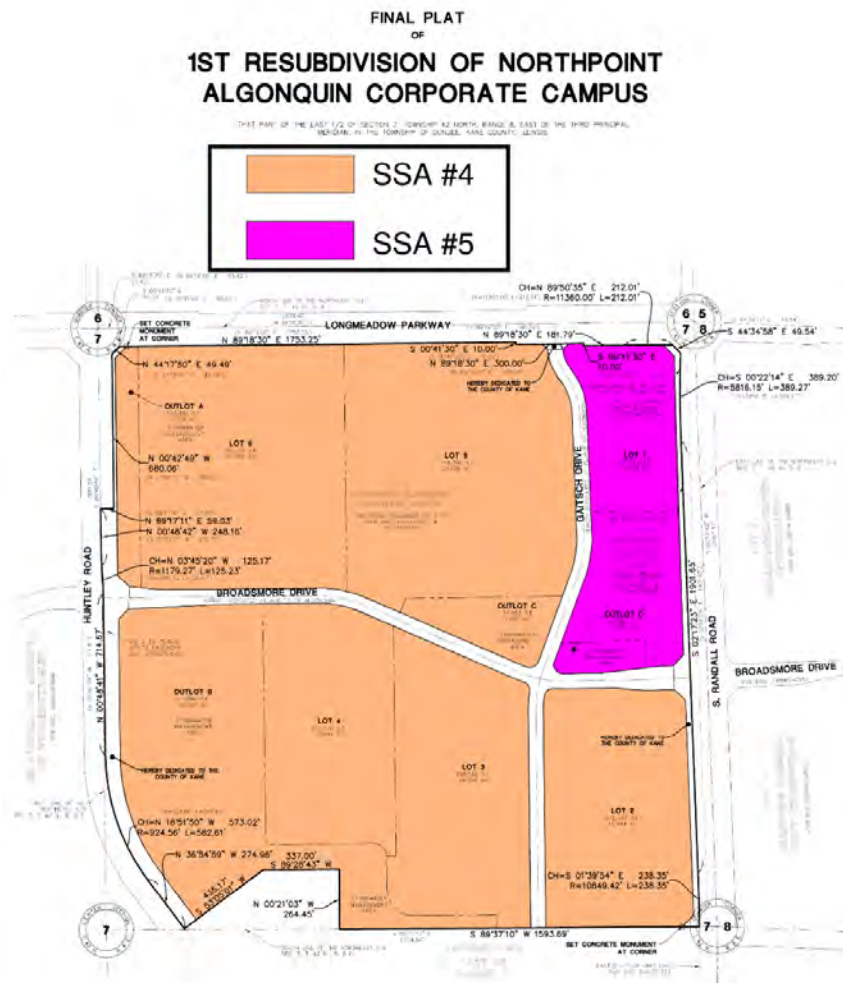
The Approval of the NorthPoint Algonquin Corporate Campus requires the establishment of a dormant SSA (Special Service Area) that would be enacted should the owner of any property in the SSA fail to maintain the property. The SSA would cover Lots 2-6 and Outlots A, B, and C of the 1st Resubdivision of the NorthPoint Algonquin Corporate Campus Subdivision. A separate SSA is proposed to be established on the remaining property in the NorthPoint Algonquin Corporate Campus.

These special services include:

- the maintenance, restoration, preservation, and replanting of vegetation and landscaping
- the maintenance, repair, restoration, dredging, and removal of sediment or obstructions of and/or from any stormwater management, detention, or retention area within NorthPoint, as well as any cutting of grass or replanting of vegetation or landscaping within any of such areas within the NorthPoint as deemed necessary and appropriate
- the maintenance, restoration, repair, replacement of any subdivision monument sign as well as vegetation and landscaping proximate to such sign within NorthPoint as deemed necessary and appropriate

- the administrative, professionals', engineers', attorneys', consultants', and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate

The term of the proposed Special Service Area will be perpetual and the nature of the special services is for new construction and/or maintenance with NorthPoint.



RECOMMENDATION:

Based on this information, staff recommends that the Village Board approve the Ordinance proposing the establishment of Special Service Area Number 4 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as Lots 2-6 and Outlots A, B and C of the 1st Resubdivision of the NorthPoint Algonquin Corporate Campus Subdivision. It is in the best interest of the public to create a Special Service Area to levy special taxes against the area to finance special services, should they be required in the future.

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2022-O- __

***An Ordinance Proposing the Establishment of Special Service Area Number 4
Within the Village of Algonquin and Providing for a Public Hearing
and Other Procedures in Connection Therewith for the Property Commonly
Known as Lots 2-6 and Outlots A, B and C of the 1st Resubdivision of the
NorthPoint Algonquin Corporate Campus Subdivision***

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin (the “Village”), McHenry and Kane Counties, Illinois, a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, which provides the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s President and Board of Trustees (the “Corporate Authorities”) find that:

A. It is in the public interest that the creation of Special Service Area Number 4, for the purposes set forth herein, be considered for the real property legally described as follows:

LOT 2-6 AND OUTLOTS A, B AND C OF 1ST RESUBDIVISION OF NORTHPOINT ALGONQUIN CORPORATE CAMPUS BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2022 PER DOCUMENT NO. 2022K032552, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS (collectively, the “Area”).

The Area is generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive in the Village of Algonquin in Kane County and consists of approximately 133 acres.

The property identification numbers assigned to the Area are 03-07-201-002, 03-07-226-001, 03-07-226-002, 03-07-251-002, 03-07-276-001, 03-07-278-001, 03-07-251-001 and 03-07-201-001.

B. The Area is compact, contiguous and will constitute a separate and distinct industrial development within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping within the Area, as deemed necessary and appropriate by the Corporate Authorities; and
2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within the Area, as well as any cutting of grass or replanting of vegetation or landscaping within any of such areas within the Area as deemed necessary and appropriate by the Corporate Authorities; and
3. maintenance, restoration, repair, replacement of any subdivision monument sign as well as vegetation and landscaping proximate to such sign within the Area or proximate thereto as deemed necessary and appropriate by the Corporate Authorities; and
4. administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on Tuesday, the 6th day of December, 2022, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. 4 of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax against the Area not to exceed the annual maximum

rate of .6 percent of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed estimated amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed \$25,000 but shall not exceed the annual maximum rate of .6 percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER 4 FOR LOTS 2-6 AND OUTLOTS
A, B AND C OF THE 1ST RESUBDIVISION OF THE NORTHPOINT
ALGONQUIN CORPORATE CAMPUS SUBDIVISION AND THE LEVY
OF A SPECIAL TAX THEREFORE IN THE VILLAGE OF ALGONQUIN**

NOTICE IS HEREBY GIVEN that on Tuesday, December 6, 2022, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

LOT 2-6 AND OUTLOTS A, B AND C OF 1ST RESUBDIVISION OF NORTHPOINT ALGONQUIN CORPORATE CAMPUS BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2022 PER DOCUMENT NO. 2022K032552, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS (collectively, the "Area").

The Area is generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive in the Village of Algonquin in Kane County and consists of approximately 133 acres.

The property identification numbers assigned to the Area are 03-07-201-002, 03-07-226-001, 03-07-226-002, 03-07-251-002, 03-07-276-001, 03-07-278-001, 03-07-251-001 and 03-07-201-001.

All interested persons affected by the proposed formation of the Village of Algonquin Special Service Area No. 4, including all persons owning taxable real property within the proposed special service area, will be given an opportunity to

be heard at the hearing regarding the proposed tax levy, the formation of and the boundaries of the Special Service Area, its proposed boundaries and may object to the formation of the Special Service Area and/or the proposed levy of taxes against the Area and shall have the opportunity to file objections as to the amount of the tax levy to or the other matters set forth above.

The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

The purpose of the formation of the Village of Algonquin Special Service Area No. 4 in general is to provide special services to the Area, including, but not limited to:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping within the Area, as deemed necessary and appropriate by the Corporate Authorities; and
2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within the Area, as well as any cutting of grass or replanting of vegetation or landscaping within any of such areas within the Area as deemed necessary and appropriate by the Corporate Authorities; and
3. maintenance, restoration, repair, replacement of any subdivision monument sign as well as vegetation and landscaping proximate to such sign within the Area or proximate thereto as deemed necessary and appropriate by the Corporate Authorities; and
4. administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a maximum rate of .6 percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed \$25,000 but shall not exceed the

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. Village Ordinance No. 2022-O-20 is hereby repealed in its entirety.

Voting Aye:
Voting Nay:
Abstain:
Absent:

Village President Debby Sosine

Passed: _____
Approved: _____
Published: _____

CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the ____ day of _____, 2022, the foregoing Ordinance entitled *An Ordinance Proposing the Establishment of Special Service Area Number 4 Within the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known as the Industrial Development Parcel in the NorthPoint Algonquin Corporate Campus Subdivision*, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2022-O-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the ____ day of _____, 2022__, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Algonquin, Illinois, this ____ day of _____, 2022.

Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of a Special Service Area #5 for the NorthPoint Algonquin Corporate Campus

ACTION REQUESTED:

The Approval of the NorthPoint Algonquin Corporate Campus requires the establishment of a dormant SSA (Special Service Area) that would be enacted should the owner of any property in the SSA fail to maintain the property.

PREVIOUS ACTIONS:

An Ordinance (2022-O-20) to establish an SSA on the NorthPoint Algonquin Corporate Campus property was approved by the Village Board in April of 2022, however it is being repealed with this Ordinance because the previous Ordinance established an SSA on the entirety of the NorthPoint Algonquin Corporate Campus Subdivision, referenced an already established Special Service Area Number, and referenced expired PINs. The establishment of this new, corrected SSA will resolve these scrivner's errors.

DISCUSSION:

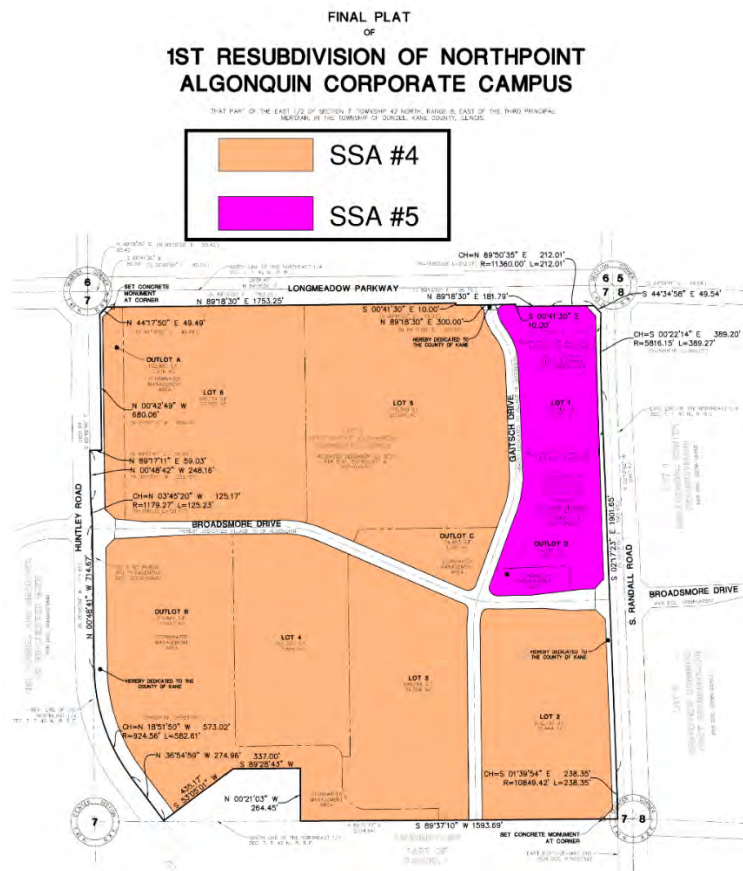
The Approval of the NorthPoint Algonquin Corporate Campus requires the establishment of a dormant SSA (Special Service Area) that would be enacted should the owner of any property in the SSA fail to maintain the property. The SSA would cover Lot 1 and Outlot D of the 1st Resubdivision of the NorthPoint Algonquin Corporate Campus Subdivision. Lot 1 and Outlot D are located in the future retail portion of the NorthPoint Algonquin Corporate Campus. A separate SSA is proposed to be established on the remaining property in the NorthPoint Algonquin Corporate Campus.

These special services include:

- the maintenance, restoration, preservation, and replanting of vegetation and landscaping
- the maintenance, repair, restoration, dredging, and removal of sediment or obstructions of and/or from any stormwater management, detention, or retention area within NorthPoint, as well as any cutting of grass or replanting of vegetation or landscaping within any of such areas within the NorthPoint as deemed necessary and appropriate

- the maintenance, restoration, repair, replacement of any subdivision monument sign as well as vegetation and landscaping proximate to such sign within NorthPoint as deemed necessary and appropriate
- the administrative, professionals', engineers', attorneys', consultants', and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate

The term of the proposed Special Service Area will be perpetual and the nature of the special services is new construction and/or maintenance with NorthPoint.



RECOMMENDATION:

Based on this information, staff recommends that the Village Board approve the Ordinance proposing the establishment of Special Service Area Number 5 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as Lot 1 and Outlot D of the 1st Resubdivision of the NorthPoint Algonquin Corporate Campus Subdivision. It is in the best interest of the public to create a Special Service Area to levy special taxes against the area to finance special services, should they be required in the future.

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2022 – O- __

***An Ordinance Proposing the Establishment of Special Service Area Number 5
Within the Village of Algonquin and Providing for a Public Hearing
and Other Procedures in Connection Therewith for the Property Commonly
Known as Lot 1 and Outlot D of the 1st Resubdivision of
NorthPoint Algonquin Corporate Campus Subdivision***

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin (the “Village”), McHenry and Kane Counties, Illinois, a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, as well as the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, which provides the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s President and Board of Trustees (together, the “Corporate Authorities”) find that:

A. It is in the public interest that the creation of Special Service Area Number 5, for the purposes set forth herein, be considered for the real property legally described as follows:

LOT 1 AND OUTLOT D OF 1ST RESUBDIVISION OF NORTHPOINT ALGONQUIN CORPORATE CAMPUS BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2022 PER DOCUMENT NO. 2022K032552, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS (the “Area”).

The Area is located at the southwest corner of the intersection of Longmeadow Parkway and Randall Road in the Village of Algonquin in Kane County and consists of approximately 14 acres.

The property identification numbers assigned to the Area are 03-07-227-001 and 03-07-277-001.

B. The Area is compact, contiguous and will constitute a separate commercial development within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping within the Area as deemed necessary and appropriate by the Corporate Authorities; and
2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within the Area, as well as any cutting of grass or replanting of vegetation or landscaping within any of such areas within the Area as deemed necessary and appropriate by the Corporate Authorities; and
3. maintenance, restoration, repair, replacement of any subdivision monument sign as well as vegetation and landscaping proximate to such sign within the Area or the 1st Resubdivision of North Point Algonquin Corporate Campus as deemed necessary and appropriate by the Corporate Authorities; and
4. administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on Tuesday, the 6th day of December, 2022, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. 5 of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax against the Area not to exceed the annual maximum rate of .6 percent of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed amount of such tax

levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed \$25,000 but shall not exceed the annual maximum rate of .6 percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER 5 FOR LOT 1 AND OUTLOT D IN
THE 1ST RESUBDIVISION OF NORTHPOINT ALGONQUIN
CORPORATE CAMPUS SUBDIVISION AND THE LEVY OF A SPECIAL
TAX THEREFORE IN THE VILLAGE OF ALGONQUIN**

NOTICE IS HEREBY GIVEN that on Tuesday, December 6, 2022, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

LOT 1 AND OUTLOT D OF 1ST RESUBDIVISION OF NORTHPOINT ALGONQUIN CORPORATE CAMPUS BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2022 PER DOCUMENT NO. 2022K032552, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS (the "Area").

The Area is located at the southwest corner of the intersection of Longmeadow Parkway and Randall Road in the Village of Algonquin in Kane County and consists of approximately 14 acres.

The property identification numbers assigned to the Area are 03-07-227-001 and 03-07-277-001.

All interested persons affected by the proposed formation of the Village of Algonquin Special Service Area No. 5, including all persons owning taxable real property within the proposed special service area, will be given an opportunity to be heard at the hearing regarding the proposed tax levy, the formation of and the boundaries of the Special Service Area, its proposed boundaries and may object to the formation of the Special Service Area and/or the proposed levy of taxes against the Area and shall have the opportunity to file objections as to the amount of the tax levy to or the other matters set forth above.

The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

The purpose of the formation of the Village of Algonquin Special Service Area No. 5 in general is to provide special services to the Area, including, but not limited to:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping within the Area as deemed necessary and appropriate by the Corporate Authorities; and
2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within the Area, as well as any cutting of grass or replanting of vegetation or landscaping within any of such areas within the Area as deemed necessary and appropriate by the Corporate Authorities; and
3. maintenance, restoration, repair, replacement of any subdivision monument sign as well as vegetation and landscaping proximate to such sign within the Area or the 1st Resubdivision of North Point Algonquin Corporate Campus as deemed necessary and appropriate by the Corporate Authorities; and
4. administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a maximum rate of .6 percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed \$25,000 but shall not exceed the annual maximum rate of .6 percent of the assessed value, as equalized, of the taxable property within the Area

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

Dated this ____ day of _____, 2022.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. Village Ordinance No. 2022-O-20 is hereby repealed in its entirety.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the ____ day of _____, 2022, the foregoing Ordinance entitled *An Ordinance Proposing the Establishment of Special Service Area Number 5 Within the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known as Lot 1 of the 1st Resubdivision of NorthPoint Algonquin Corporate Campus Subdivision*, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2022-O-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the ____ day of _____, 2022__, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Algonquin, Illinois, this ____ day of _____, 2022.

Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an amendment to Ordinance 2004-O-08 and approval of a Preliminary and Final Plat of Subdivision, a Preliminary Planned Development, a Final Planned Development, a Special Use for a Drive-Through, and Special Uses for Open Air Dining for the First Phase of the Enclave

ACTION REQUESTED:

Kensington Development Partners, the “Petitioner”, is seeking approval of an amendment to Ordinance 2004-O-08 (*An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman/Lundstrom property (Galleria Center)*) and approval of a Preliminary and Final Plat of Subdivision, a Preliminary Planned Development, a Final Planned Development, a Special Use for a Drive-Through, and Special Uses for Open Air Dining for the First Phase of the Enclave, the “Request”. The Enclave is located at the southeast corner of Randall Road and Commons Drive.

PREVIOUS ACTIONS:

Kensington Development Partners presented their concept to the Committee of the Whole at the March 15, 2022 meeting.

BOARD/COMMISSION REVIEW

The Planning and Zoning Commission reviewed the Petitioner’s request for Approval of an amendment to Ordinance 2004-O-08 and approval of a Preliminary and Final Plat of Subdivision, a Preliminary Planned Development, a Final Planned Development, a Special Use for a Drive-Through, and Special Uses for Open Air Dining for the First Phase of the Enclave at the July 11, 2022, Planning and Zoning Commission Meeting.

The Petitioner then altered the Plat and expanded the size of the Preliminary Planned Development, which necessitated their return to the September 12, 2022, Planning and Zoning Commission Meeting due to an amended Request.

See the attached Planning and Zoning Staff Reports for Case No. PZ-2022-09 and Minutes from the July 11, 2022, and September 12, 2022, Planning and Zoning Commission Meetings.

At the July 11, 2022, Planning and Zoning Commissioner Meeting, no one from the public made comment during the Public Hearing. The Planning and Zoning Commission accepted (approved 5-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval of an amendment to Ordinance 2004-O-08 and approval of the Request, subject to the conditions outlined in the staff report for Case No. PZ-2022-09.

At the September 12, 2022, Planning and Zoning Commissioner Meeting, one person had a question during the Public Hearing and was satisfied with the answer that the first phase of the Enclave would not be directly connected to the existing Willoughby Farms Subdivision. The Planning and Zoning Commission accepted (approved 4-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval of the Amended Request, subject to the conditions outlined in the staff report for Case No. PZ-2022-09.

DISCUSSION:

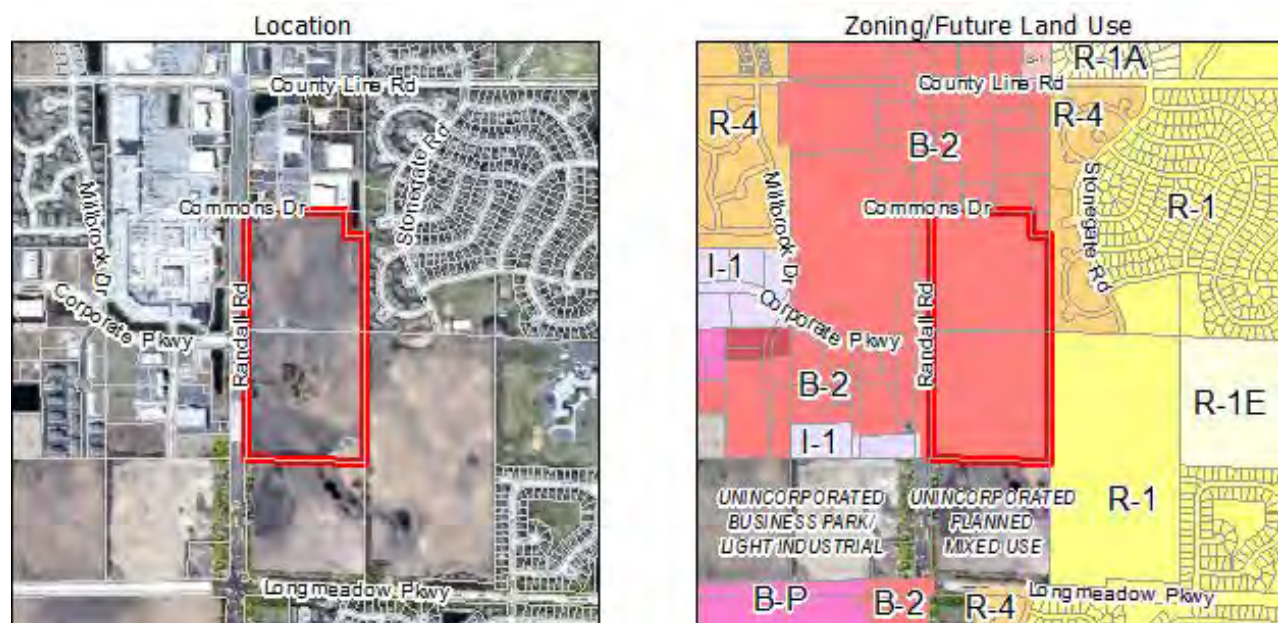


Figure 1: Location of the Request

Background – Kensington Development Partners, the “Petitioner, applied for approval of an amendment to Ordinance 2004-O-08 (*An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman/Lundstrom property (Galleria Center)*) and approval of a Preliminary and Final Plat of Subdivision, a Preliminary Planned Development for Lots 1 through 5, 6a, 6b, and 8, a Final Planned Development for Lots 6a and 6b, a Special Use for a Drive-Through on Lots 1 and 8, and Special Uses for Open Air Dining on Lots 1, 4, 5, and 8, for the First Phase of the Enclave, the “Request”. The Enclave encompasses the 70.3-acre property located at the southeast corner of Randall Road and Commons Drive as shown in the Final Plat of Subdivision as “The Enclave”

referred to herein as the “Subject Property”. The Subject Property is currently unimproved, agricultural land that is zoned B-2 General Retail and was annexed into the Village of Algonquin in 2005.

History – In 2004, Algonquin 36 LLC, Algonquin 80 LLC, and Randall 74 LLC petitioned the Village of Algonquin to annex the 190-acre Galleria Center development through Ordinance

2004-O-06 (Annexation Agreement) and 2004-O-07 (Annexation). The Subject Property was part of this 190-acre annexation. Upon annexation, the Village approved Ordinance 2004-O-08 (An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman/Lundstrom property (Galleria Center)) which placed a preliminary Planned Development over the entire Galleria Center and zoned the Subject Property and the 40 acres to the north B-2 General Retail and the 80 acres to the west R-1 Residential. In 2005, the developer developed the 40 acres north of the Subject Property as the first phase of the Algonquin Galleria Shopping Center. The developer never developed the remainder of the annexed property, including the Subject Property and the 80 acres of planned residential to the east.

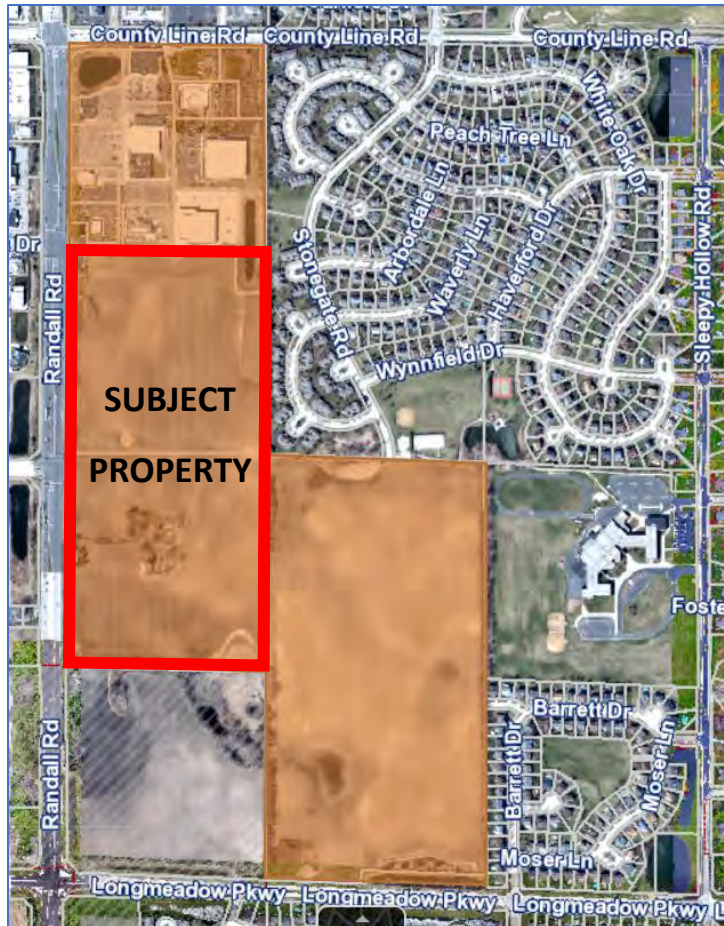


Figure 2: Original Prelim PUD & Annexation. Petitioner is proposing to subdivide area in red square.

Also noteworthy is that the Southwest Interceptor bisects the Subject Property. This sanitary sewer flows west to east across the center of the property. The easement for the sanitary sewer was acquired through eminent domain in 2001 and is still in place today.

Requests –

Approval of an Amendment to the Planned Development

The Petitioner will need to amend the existing Preliminary Planned Development over the Subject Property. An amendment is required due to the difference between this proposed project and the originally approved project. See “History” above for more information.

Approval of a Preliminary and Final Plat of Subdivision

The Subject Property currently exists as two parcels (PINs 03-05-100-023 and 03-05-300-009). The Petitioner will be subdividing the two parcels into 10 Lots.

Table 1: Enclave Lot Sizes and Uses

Lot 1 – Phase 1 Commercial	1.787 ac	Lot 6a – Stormwater Management	1.258 ac
Lot 2 – Phase 1 Commercial	1.470 ac	Lot 6b – Stormwater Management	1.680 ac
Lot 3 – Phase 1 Commercial	1.435 ac	Lot 7 – Future Development to be Subdivided	49.332 ac
Lot 4 – Phase 1 Commercial	2.133 ac	Lot 8 – Phase 1 Commercial	2.948 ac
Lot 5 – Phase 1 Commercial	2.843 ac	Lot 9 – Future Commercial to be Subdivided	5.541 ac

Approval of a Preliminary Planned Development

A Preliminary Planned Development will cover a portion of the Subject Property (Lots 1 through 5, 6a, 6b, and 8). This Preliminary PUD will be subject to the plans and conditions listed in this memorandum and the individual lots (except for Lots 6a and 6b) will be required to come back for Final PUD approvals in the future.

Approval of a Final Planned Development

A Final Planned Development will be approved exclusively for Lots 6a and 6b (the Stormwater Management Area). The approval of the Final Planned Development will also include the approval of the grading of the First Phase of the Enclave and installation of all common infrastructure. This Final PUD will be subject to the plans and conditions listed in this memorandum.



Approval of Overall Site Work

The Petitioner, Kensington Development Partners, will be grading Lots 1 through 5 and 8, building a frontage road from Commons Drive to Lot 8 south of Corporate Parkway, extending the Corporate Parkway roadway east into the site, and building a stormwater management facility on Lots 6a and 6b.

Roadway Network – The Petitioner will construct an eastern extension of Corporate Parkway into the Subject Property which will “T” into a new frontage roadway parallel to Randall Road. The frontage road will be constructed between Commons Drive and the south lot line of Lot 8.

The design of the eastern leg of Corporate Parkway matches the existing western leg at Randall Road. The outbound lanes will include a right-turn lane, a through lane, and two left-turn lanes. There will be two inbound lanes that will transition into a northbound left-turn lane and a southbound right-turn lane onto the frontage road. The Petitioner will also be required by Kane County to improve the traffic signal at Randall Road and Corporate Parkway by restriping the intersection and inspecting the traffic signal equipment to make sure it is working properly.

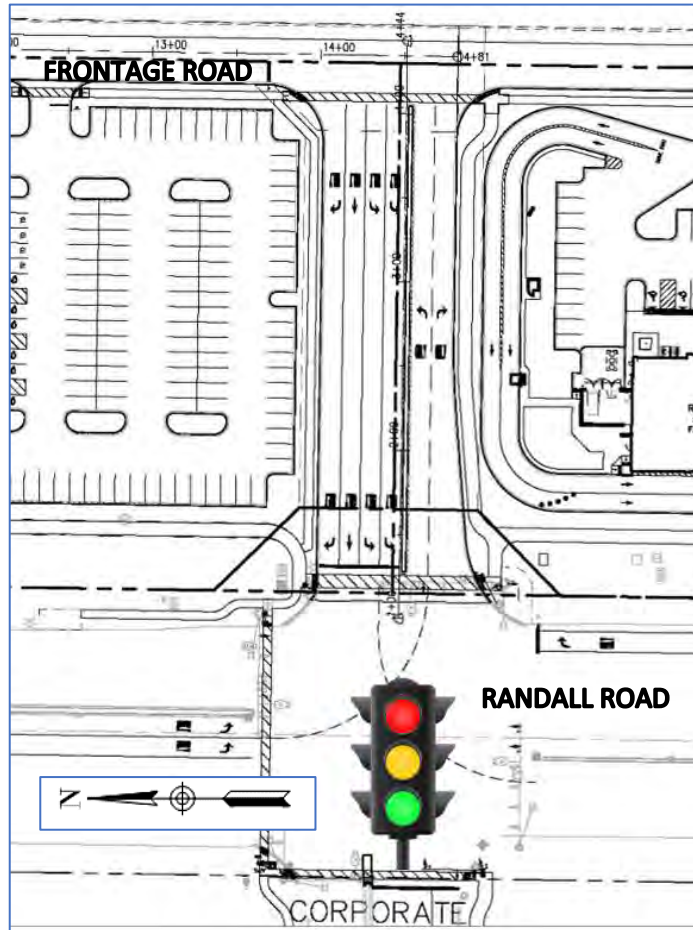


Figure 4: Corporate Parkway extension into the Enclave

The frontage road will initially be private and constructed as two 13.5' lanes with a curb and sidewalk on the west side (the side of the road immediately adjacent to the proposed commercial users) and no curb and a stormwater ditch on the east side of the roadway (the side of the road adjacent to “Lot 7”, being the remainder of the Subject Property). When Lot 7 is developed in the future, the appropriate cross-section of the roadway will be determined based on the future land use and constructed with a curb and gutter; the road may be dedicated to the village depending on the land use of Lot 7. The future developer of Lot 9 will be required to extend the frontage road to the southern property line and provide cross-access to the parcel immediately south of the Subject Property.

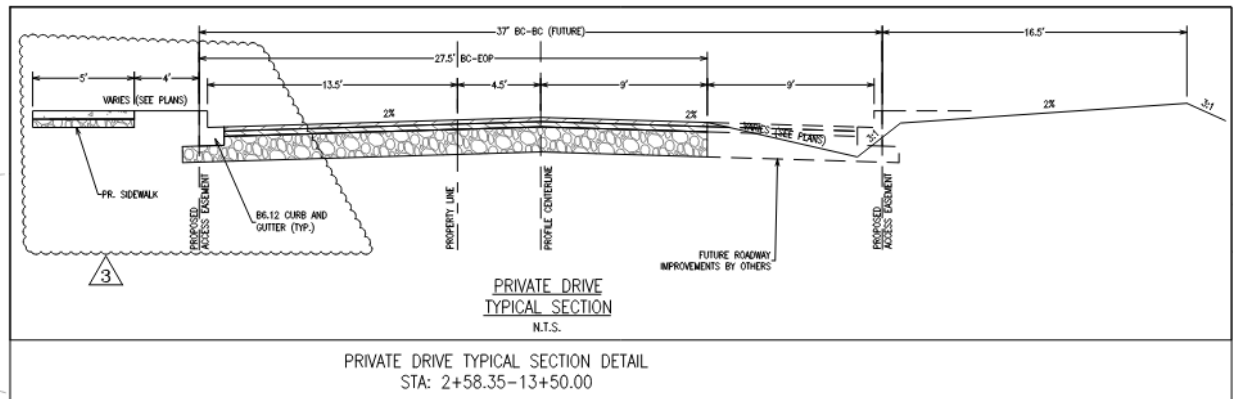


Figure 5: Frontage Road Cross-Section

Traffic – KLOA (Kenig, Lindgren, O’Hara, Aboona, Inc.) prepared a Traffic Impact Study, with an Addendum for the new commercial Lot 8 (Portillo’s), which analyzed the proposed development’s traffic impacts. KLOA analyzed existing roadway conditions, vehicle trip generation for the proposed development, future traffic conditions, and weekday peak hour conditions.

The studies found that the existing traffic signals and proposed frontage road can accommodate the Enclave Development and any future development that occurs on Lots 7 or 8 and will not negatively impact Randall Road traffic..

Parking – As a Planned Development, the Enclave’s provided parking is evaluated over the whole development rather than for each individual lot. As Table 2 displays, there is a parking surplus of 65 stalls. When future lots are developed in the Enclave, staff will monitor the parking to ensure the overall parking meets the Village’s minimum requirement.

Table 2: Parking Stalls Provided in the Enclave Phase 1

	Parking Stalls Required	Parking Stalls Provided	Net Stalls
Lot 1 (Raising Cane’s)	48 Stalls (2 accessible)	42 Stalls (2 accessible)	- 6 Stalls
Lot 2 (Belle Tire)	TBD	TBD	TBD
Lot 3 (TBD)	TBD	TBD	TBD
Lot 4 (BJ’s Restaurant)	115 Stalls (5 accessible)	143 Stalls (5 accessible)	+ 18 Stalls
Lot 5 (Cooper’s Hawk)	126 Stalls (5 accessible)	159 Stalls (6 accessible)	+ 34 Stalls
Lot 8 (Portillo’s)	117 Stalls (5 accessible)	127 Stalls (5 accessible)	+10 Stalls
Total Parking Stalls:	406 Stalls (*9 accessible)	466 Stalls (18 accessible)	+ 65 Stalls

* Required accessible parking spaces based on the entirety of Phase 1.

Overall Multimodal Network – The Petitioner will be providing a sidewalk along the west side of the frontage road, south side of Commons Drive, and north side of Corporate Parkway. In addition, a multiuse path will be constructed along the east side of Randall

Road between Commons Drive and the south end of Lot 8 as well as along the south side of Corporate Parkway. The future developer of Lot 7 and Lot 9 shall continue the multiuse path connections to the south and east of the Subject Property.

There is an existing Pace bus stop on Randall Road north of Corporate Parkway and on the east side of the roadway. The existing Pace stop requires passengers to wait on the Randall Road shoulder or in the grass. Pace requires that a bus pad be constructed as a part of this development so that users have a safe place to board or alight the bus.

Overall Landscaping – The Petitioner will provide appropriately spaced street trees along both sides of the Corporate Parkway extension, the frontage road, and along the south side of Commons Drive. Trees will also be planted around the stormwater management areas. All disturbed areas that will not be landscaped at this time will be improved with turf seed and erosion control blankets. Landscaping on Lots 1 through 5 and 8 will be provided by the individual users.

Overall Stormwater Management – The Petitioner will construct a stormwater management facility on Lots 6a and 6b to serve Lots 1 through 5 and 8. This stormwater management facility will be seeded with turf grass and include a 3' deep water bottom. The raised center, or land bridge, in the middle of the stormwater facility will serve as a future access point into Lot 7 from the Galleria to the north.

Overall Utilities – The Petitioner will construct utilities for Lots 1 through 5 and 8, including water, fire hydrants, sanitary sewer, and stormwater. The Petitioner will also install street lighting to Village and Kane County Division of Transportation standards.

Monument Sign Design – The Petitioner has submitted a plan for each Lot to have their own individual, but matching, monument sign along the Randall Road frontage. The monument sign design meets the Village's Sign Code.

Lot 7 Monument Sign – The Petitioner has proposed two sign easements on the Final Plat to allow for the future user of Lot 7 to have monument sign access on Randall Road. These easements are located at the northeast corners of Lots 1 and 8. All future monument signs shall adhere to the Village's Sign Code, which includes avoiding underground utilities and not being located in the intersection sight triangle.



Figure 7: Lot 7's Sign Easement on Lot 1

Lot 1 (Raising Cane's)

Raising Cane's is seeking Preliminary Approval of their building elevations, sign package, site plan, landscaping, and special uses for a drive-through and open air dining.

NOTE: Raising Cane's has provided a written commitment to construct with full-depth brick. Revised elevations are forthcoming.

Village of Algonquin, Illinois

Signage – The elevation plans provide for two wall signs that include 1) the Raising Cane’s logo and 2) a “One Love Heart” wall sign. Village code only permits two wall signs per outlot; as a condition of approval, Raising Cane’s will need to meet the Village’s sign code and only submit two wall signs with their Final PUD submittal. In addition to the wall signs, Raising Cane’s is including a permitted neon “Open” window sign and a neon “Chicken Fingers” window sign, two drive-through menu boards, and one pre-sell drive-through menu board. Raising Cane’s will be required to utilize the approved Enclave monument sign for their individual monument sign along Randall Road.

Site Plan – The site plan includes a 10’ dual drive-through lane with an additional 10’ bypass lane for emergency access. Raising Cane’s has provided turning exhibits that illustrate the safe navigation of a fire engine, however, a delivery truck will require a large area of the entrance to be hatched in order to successfully back up to make their delivery. Staff has concerns that motorists will drive in the hatched area, but understand the area is necessary to facilitate delivery truck movements. This is illustrated on the Site Plan.

A pedestrian connection is provided along the north side of the site and also to the west to connect to the future multiuse path. As a condition of approval, Staff is requiring that the final PUD provide a connection on the north side of the Lot that’s reconfigured to eliminate the double sidewalk and carriage walk.

Photometrics – The preliminary photometric plan provides for 25’ tall light poles with shielded lights. Two of the light poles are located in the middle of the parking lot and staff will require the light poles be relocated to the landscaped parking islands for the final PUD

Landscaping – The landscape plan for Raising Cane’s includes a mix of shrubs and trees along Randall Road and Commons Drive, as well as trees in the landscape islands, foundation landscaping, and landscape screening around the refuse enclosure. Staff has reviewed the plant list and has no issues with the species of plants. However, staff will require Raising Cane’s to add an additional shade tree to the landscape islands so that there is at least one shade tree for every 120 square feet of area and that landscaping be added in the area between the site and Commons Drive where staff is recommending the reconfiguration of the sidewalk connection.

Next Steps – Concurrent with their Preliminary submittal, Raising Cane’s has submitted for their Final Planned Development approval with plans that substantially conform to the attached preliminary plans but also address all comments and conditions from staff. Their request for Final PUD approval is included in tonight’s agenda as a subsequent agenda item.

Lot 2 (Belle Tire)

Overview – The Petitioner has a commitment from Belle Tire for the development of Lot 2, however, Belle Tire did not submit a complete submittal and therefore could not request Preliminary Approval on tonight’s agenda.

Next Steps – If the Village Board approves the Preliminary Planned Development for the Enclave Phase 1 tonight, Belle Tire will then submit a separate Development Petition for approval of a Final Planned Development and appropriate Special Uses. Note that a Public Hearing shall be required.

Lot 3 (User Unknown)

Overview – The Petitioner does not have a user for Lot 3 at this time. Until such time that the lot is properly developed, it will be graded with turf and seed blanket. All property maintenance codes shall be applicable, including the regular mowing of the grass.

Next Steps – If the Village Board approves the Preliminary Planned Development for the Enclave Phase 1 tonight, the future user of Lot 3 will shall submit a separate Development Petition for approval of a Final Planned Development and Special Uses as may be required prior to development of the site. Note that a Public Hearing shall be required.

Lot 4 (BJ's Restaurant & Brewhouse)

Overview – The Petitioner has a commitment from BJ's Restaurant and Brewhouse on Lot 4 and they are seeking Preliminary Approval of their building elevations, sign package, site plan, landscaping, and special use for open air dining.

BJ's is a national brand with a full service restaurant and on/offsite alcohol sales. BJ's menu includes slow-roasted entrees, BJ's EnLIGHTened Entrees®, signature deep dish pizza, and the world-famous Pizookie® dessert. Offsite sales will be of BJ's own 6 pack micro brews as well as kegs. A cooler in the Takeout area will house BJ's branded 6 pack cans while the kegs are stored in the back of house cooler. A full liquor license is required for this restaurant. The restaurant includes 257 seats with an additional 48 seats on the outdoor patio. The hours of operation are Sunday – Thursday: 11 am – 11 pm and Friday – Saturday: 11 am – 12 am.

Elevations – The preliminary elevations provide for a 7,500 square foot building with a canopy for an outdoor dining area. Construction materials include a combination of brick veneer, stone wainscot, composite siding, and metal with a dark bronze finish. As a condition of final PUD approval, the brick veneer product shall be replaced with full depth masonry. The building also includes a parapet wall to conceal their roof top units. Staff has requested a line of site exhibit to confirm that the rooftop units will not be visible to the public. The refuse area is attached to the east side of the building and is designed with materials to match the building.

NOTE: BJ's included full depth brick in their Final PUD submittal. A condition to require full depth masonry is no longer required.

Signage – Preliminary elevations provide for two wall signs and a sign on the north marquee with the words "Take Out". All three of these signs meet the Village's sign code.

BJ's will also be required to utilize the approved Enclave monument sign design for their individual monument sign along Randall Road.

Site Plan – As shown in Table 2, BJ's site plan provides for 146 parking stalls which is 32 parking stalls over what is required per code. However, staff is requiring that two parking spaces be removed and landscaped on the east side of the building and an additional landscape island be added along the east perimeter. This will result in a loss of 3 parking stalls. The total parking count includes 6 "take out" spaces on the north side of the building with a separate entrance. BJ's has stated that take out is a big part of their sales and recent shifts in the industry necessitate the take out parking.

Photometrics – The preliminary photometric plans provide for 30' tall light poles, which is 5' taller than those proposed to serve the rest of the overall Enclave development. As such, staff recommends that they be reduced in height by 5' to match adjacent users and be installed at 25'.

Landscaping – The landscaping plan for BJ's includes a mix of shrubs and trees along Randall Road and the frontage road, as well as trees in the parking lot islands and foundation landscaping. Staff has reviewed the plant list and has only had an issue with the Honey Locust Trees which are on the Village's "Prohibited Tree Species" list. Staff is requiring that they replace the Honey Locust Trees with an approved tree species. Staff is also requiring that the landscape plan for BJ's be reviewed to make sure there is 100% coverage of 30" – 40" tall shrubs and hedges along Randall Road and frontage road to block headlights; that the landscaping along the Randall Road frontage be located on the east side of the future bike path so that it matches the landscaping of Raising Cane's and Cooper's Hawk; that a landscaped parking island with a tree be added along the east row of parking along the frontage road, and that the two stalls located on the east side of the building be removed and landscaped.

Next Steps – Concurrent with their Preliminary submittal, BJ's has also submitted for Final Planned Development approval with plans that substantially conform to the attached preliminary plans but that address all comments and conditions from staff. Their request for Final PUD approval is included in tonight's agenda as a subsequent agenda item.

Lot 5 (Cooper's Hawk)

Overview – The Petitioner has a commitment from Cooper's Hawk Restaurant on Lot 5 and they are seeking Preliminary Approval of their building elevations, site plan, landscaping, and special use for open air dining. The Cooper's Hawk development provides for a freestanding single-story restaurant with an exterior patio, private rooms, tasting bar, and retail component.

Elevations – The preliminary elevation plans provide for a 10,500 square foot building and includes a canopy for an outdoor dining area. Construction materials include a combination of full-depth brick, brick veneer, fiberboard cement, and metal with a dark

black finish. As a condition of final approval, Staff will require that all veneer products be replaced with full depth masonry. The building also includes a parapet wall to conceal their rooftop units. The refuse area is attached to the northeast side of the building and is designed with materials to match the building.

NOTE: Cooper's Hawk included full depth brick in their Final PUD submittal. A condition to require full depth masonry is no longer required.

Signage – Cooper's Hawk did not provide a separate sign package with their preliminary PUD submittal. However, the provided elevations include 1) a wall sign that reads "Cooper's Hawk Winery & Restaurant" and 2) a wall sign depicting a "C", a feather, and an "H". As a condition of final approval, all signage shall meet the Village's sign code requirements. Cooper's Hawk will be required to utilize the approved Enclave monument sign design for their individual monument sign along Randall Road.

Site Plan – As indicated in Table 2, Cooper's Hawk provides for 160 parking stalls on their lot, which is 24 parking stalls over what is required. This includes 4 dedicated take out spaces on the south side of the building. The 21 parking stalls along the south end of the site are two feet (2') shorter than the rest; this is permitted by code when the spaces overlap a landscaped area.

Photometrics – The preliminary photometric plan indicates the use of 25' tall light poles with shielded lights. Two of the light poles are located in the middle of the parking lot and shall be relocated to landscaped parking islands.

Landscaping – The landscaping plan for Cooper's Hawk includes a mix of shrubs and trees along Randall Road, the frontage road, and Corporate Parkway, as well as trees in the parking lot islands and foundation landscaping. Staff has reviewed the plant list will require that the Honey Locust Trees be replaced with a Village-approved tree species. Staff shall also review the final landscape plans to ensure there is 100% coverage of 30" – 40" tall shrubs and hedges along the Randall Road, frontage road, and Corporate Parkway to block headlights.

Next Steps – Concurrent with their Preliminary submittal, Cooper's Hawk has submitted for Final Planned Development approval with plans that substantially conform to the attached preliminary plans but also address all comments and conditions provided by staff. Their request for Final PUD approval is included in tonight's agenda as a subsequent agenda item.

Lots 6a and 6b (Stormwater Management Areas)

Overview – The Stormwater Management Areas will manage the stormwater from Lots 1 through 5 and 8. This area will be seeded with turf grass and include a 3' deep water bottom. The raised center in the middle of the stormwater facility will serve as a future access point to Lot 7 from the Galleria to the north.

Next Steps – The stormwater management area and common infrastructure shall proceed to be fully constructed with this approval of their Final Planned Development tonight.

Lot 7 (Future Development)

Overview – Staff does not have a current proposal for Lot 7. When Lot 7 develops, there will be access to the frontage road, Commons Drive between Lots 6a and 6b, and to the vacant property to the southeast of the Subject Property.

Next Steps – Any future development petition for Lot 7 will be subject to the standard Village zoning entitlement process, and will come before the Planning and Zoning Commission and Village Board for review and approval.

Lot 8 (Portillo's)

Overview – The Petitioner has a commitment from Portillo's on Lot 8 and they are seeking Preliminary Approval of their building elevations, site plan, landscaping, and special use for open air dining and a dual-lane drive-through.

Portillo's is a fast-casual dining restaurant that features inside seating in a casual atmosphere, outside seating, and drive-through service. The restaurant serves lunch and dinner and is generally open from 10:30 am – midnight, seven days a week. Peak hours are typically from 11:30 am - 1 pm and 4 pm – 6 pm.

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

Signage – Portillo's is proposing two wall signs and on-site directional signage. All three of these signs meet the Village's Sign Code. Portillo's will be required to utilize the approved Enclave monument sign design for their individual monument sign along Randall Road.

Site Plan – As shown in Table 2, the Portillo's site provides for 127 parking stalls, 10 parking stalls over what is required per code. The parking count includes 3 "order online" spaces on the south side of the building and 2 drive-thru holding spaces. The drive-through provides a dual-lane design that exceeds 400 feet and can queue 38 vehicles; the site layout also allows for an additional 300 feet of extra stacking space within the parking lot and even more if the vehicles are stacked down the drive aisles. Portillo's shall include a drive-through plan with their Final PUD submittal to address any stacking concerns onto the Frontage Road.

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

Landscaping – The preliminary landscaping plan for Portillo’s includes a mix of shrubs and trees along Randall Road, the frontage road, and Corporate Parkway, as well as trees in the parking lot islands and foundation landscaping. Final landscape plans shall provide shrubs between 30” – 40” tall along the perimeter of the parking lot to block headlights.

Next Steps – If the Village Board approves the Preliminary Planned Development tonight, Portillo’s may then proceed with the submittal of a separate Development Petition for Final Planned Development approval. A Public Hearing will not be required as long as the submitted plans substantially conform with the approved preliminary plans and address all comments from staff, the Planning and Zoning Commission, and the Village Board.

Lot 9 (Future Commercial Development)

Overview – Staff does not have a current proposal for Lot 9.

Next Steps – Any future development petition for Lot 9 will be subject to the standard Village zoning entitlement process, and will come before the Planning and Zoning Commission and Village Board for review and approval.

NEXT STEPS:

If the Amended Request is approved by the Village Board this evening, the Petitioner will continue to work with Staff to finalize the Plans. Once the Petitioner completes the purchase of the Subject Property and the Overall Enclave Plans are finalized, a Grading or Site Development Permit may be issued.

All out-lot development requires final PUD approval for each lot. Raising Cane’s, BJ’s, and Cooper’s Hawk have each already applied for their Final PUDs and those requests for approval are included in this agenda as subsequent items.

RECOMMENDATION:

Staff recommends approval of the amendment to Ordinance 2004-O-08 (*An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman/Lundstrom property (Galleria Center)*) and approval of a Preliminary and Final Plat of Subdivision, a Preliminary Planned Development on Lots 1 through 5, Lot 6a, Lot 6b, and Lot 8, a Final Planned Development on Lots 6a and 6b, a Special Use for a Drive-Through on Lots 1 and 8, and Special Uses for Open Air Dining on Lots 1, 4, 5, and 8 as outlined in the Staff Reports for case PZ-2022-09, subject to the following conditions and attachments:

- a. The Preliminary and Final Plat of Subdivision titled “Final plat of Subdivision The Enclave”, as prepared by Compass Surveying, Ltd., with the latest revision date of August 18, 2022, the Final Engineering titled “ Final Site Improvement Plans for The Enclave” as prepared by Jacob & Hefner Associates and last revised August 8, 2022, the Fire Truck Autoturn Exhibit as prepared by Jacob & Hefner Associates and last revised June 21, 2022, the Street Lighting Plan as prepared by Jacob & Hefner Associates and last revised August 4, 2022, the Final Landscape Plan titled “Overall Landscape Plan” as prepared by Gary R. Weber Associates, Inc and last revised June 21, 2022, the Monument Sign Plan as prepared by Doyle General Sign Contractors and last revised April 19, 2022. Once the plans have been approved by the Village Staff, a Site Development Permit has been issued by the village, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency, a pre-construction meeting can be held for the construction of the common roadways, common area landscaping, overall utilities, and stormwater management facility;
- b. Raising Cane’s on Lot 1 can submit for Final Planned Development approval and the submittal shall substantially conform with the Exterior Elevations titled “Exterior Keynote Elevations” as prepared by ADA Architects, Inc. and last revised June 28, 2022 except that all “brick veneer” material areas shall be amended to full-depth dimensional brick with provided manufacturer, part number, and material sample to the satisfaction of the Community Development Director, the Sign Package titled “Brand Book” as prepared by AGI and last revised June 28, 2022, the Preliminary Engineering titled “Preliminary Civil Construction Plans for Raising Canes’ Algonquin” as prepared by ADA Architects, Inc. and last revised June 24, 2022, the Fire Truck Exhibit as prepared by Kimley Horn and last revised June 22, 2022, the Photometric Plan titled “Photometric Site Plan” as prepared by ADA Architects, Inc. and last revised June 28, 2022, and the Preliminary Landscaping Plan titled “Landscape Plan” as prepared by ADA Architects, Inc. and last revised June 28, 2022. Any catenary lights shall be replaced with permanent light fixtures;
- c. BJ’s Restaurant on Lot 4 can submit for Final Planned Development approval and the submittal shall substantially conform with the Black and White Elevations titled “Exterior Elevations” as prepared by WD Partners and last revised June 17, 2022, the Color Elevations as prepared by WD Partners and last revised June 17, 2022, the Sign Package as prepared by AGI and last revised June 16, 2022, the Preliminary Engineering titled “Site Improvement Plans for BJ’s Restaurant & Brewhouse” as prepared by Jacob & Hefner Associates and last revised June 21, 2022, the Fire Truck Autoturn Exhibit prepared by Jacob & Hefner Associates and last revised June 21, 2022, the Preliminary Photometric Plan as prepared by Aculty Design Services and last revised June 14, 2022, and the Preliminary Landscape Plan as prepared by WD Partners and last revised June 17, 2022. Any catenary lights shall be replaced with permanent light fixtures;
- d. Cooper’s Hawk on Lot 5 can submit for Final Planned Development approval and the submittal shall substantially conform with the Exterior Elevations as prepared by Aria Group last revised

January 21, 2022, the Preliminary Engineering titled “Site Improvement Plans for Cooper’s Hawk” as prepared by Jacob & Hefner Associates and last revised June 21, 2022, the Fire Truck Autoturn Exhibit prepared by Jacob & Hefner Associates and last revised June 21, 2022, the Preliminary Photometric Plan titled “Electrical Site Plan” as prepared by Jacob & Hefner Associates and last revised June 20, 2022, and the Preliminary Landscape Plan as prepared by Gary R. Weber Associates, Inc and last revised June 21, 2022. Any catenary lights shall be replaced with permanent light fixtures;

- e. Portillo’s on Lot 8 can submit for Final Planned Development approval and the submittal shall substantially conform with the Exterior Elevations titled “Portillo’s – Garage Theme Restaurant” as prepared by Jensen Jensen and last revised September 6, 2022, the Sign Package titled “ Building Signs” as prepared by Signs Plus and last revised September 2, Preliminary Site Plan as prepared by Jacob & Hefner Associates and last revised September 2, 2022, the Preliminary Engineering titled “Site Improvement Plans for Portillos” as prepared by Jacob & Hefner Associates and last revised September 2, 2022, the Preliminary Photometric Plan titled “Electrical Site Plan” as prepared by Jacob & Hefner Associates and last revised September 2, 2022, and the Preliminary Landscape Plan as prepared by Gary R. Weber Associates, Inc and last revised August 8, 2022. The employee drive through shelter shall be stationary and shall include masonry accents that match the principal structure. Any catenary lights shall be replaced with permanent light fixtures;
- f. No more than one monument shall be permitted on Lots 1, 2, 3, 4, 5, and 8 and the monument sign shall be located along Randall Road. All monument signs shall be constructed to the design specifications as defined in the Monument Sign Plan prepared by Doyle General Sign Contractors and last revised April 19, 2022. Future signage on Lots 7 and 9 shall meet the Village’s Sign Code and also be designed to match with the Enclave monument sign design;
- g. Future development on Lots 2 and 3 shall come back for final Planned Development approval and shall request appropriate Special Uses;
- h. Future access easements shall be provided for the property located south and east of the Subject Property. The final location of the access easements shall be determined prior to the Final PUD approval of Lot 7 (the east access) and Lot 9 (the south access);
- i. When Lot 9 is developed, the frontage road shall be extended to the south end of the property with a similar cross-section to the north section at the sole cost of the developer;
- j. When Lot 7 is developed, the Developer of Lot 7 shall widen the entire length of the frontage road, between Commons Drive and the south property line, to the appropriate cross-section based on Village Staff’s opinion;

- k. Prior to the issuance of the first Certificate of Occupancy or at the discretion of the Community Development Director or their designee, the Developer shall: construct a multiuse path along Randall Road between Commons Drive and the south property line of Lot 8, construct a sidewalk along the northside of Corporate Parkway between Randall Road and the frontage road, construct a sidewalk along the southside of Commons Drive between Randall Road and the eastern terminus of Commons Drive, install a multiuse path along the southside of Corporate Parkway between Randall Road and the frontage road, construct a Pace Suburban Bus Pad along Randall Road, and provide crosswalk striping and pedestrian signals at the intersection of Randall Road and Corporate Parkway;
- l. The abandoned farm buildings and house shall be demolished before building permits are issued for Lots 7, 8, or 9. The area around the demolished buildings shall be restored to a natural condition and be seeded and blanked to ensure it does not present a safety hazard or appears unsightly;
- m. A Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificates of Occupancy;
- n. The Village of Algonquin reserves the right to withhold occupancy permits if, in its opinion, satisfactory progress has not been made on any infrastructure components of the project, including the common roadway improvements, utility installations, and construction of the stormwater management facility;
- o. A back-up Special Service Area shall be established to allow the Village the ability to provide maintenance to the stormwater detention facility and private frontage road in the unlikely case either is not properly maintained by the developer.

ATTACHMENTS:

- Exhibit A Legal Description
- Exhibit B ALTA/NSPS Land Tiel and Topographic Survey, as prepared by Compass Surveying, Ltd., with the latest revision date of April 5, 2022
- Exhibit C **Preliminary and Final Plat of Subdivision titled “Final plat of Subdivision The Enclave”**, as prepared by Compass Surveying, Ltd., with the latest revision date of August 18, 2022
- Exhibit D **Final Plans for the Enclave – Common Infrastructure and Lots 6a & 6b**
 - a. Phase 1 Site Plan titled “Phase 1 Site Plan-Option 3” as prepared by Jacob & Hefner Associates and last revised August 31, 2022
 - b. Final Engineering titled “Final Site Improvement Plans for the Enclave” as prepared by Jacob & Hefner Associates and last revised August 8, 2022
 - c. Fire Truck Autoturn Exhibit as prepared by Jacob & Hefner Associates and last revised June 21, 2022
 - d. Street Lighting Plan as prepared by Jacob & Hefner Associates and last revised August 4, 2022

- e. Final Landscape Plan titled “Overall Landscape Plan” as prepared by Gary R. Weber Associates, Inc and last revised June 21, 2022
- f. Traffic Impact Study as prepared by Kenig, Lindgren, O’Hara, Aboona, Inc. and last revised June 22, 2022
- g. Traffic Impact Study Supplement for Portillo’s as prepared by Kenig, Lindgren, O’Hara, Aboona, Inc. and last revised September 8, 2022
- h. Monument Sign Plan as prepared by Doyle General Sign Contractors and last revised April 19, 2022

- Exhibit E Preliminary Plans for Raising Cane’s – Lot 1

- a. Site Plan Exhibit as prepared by ADA Architects, Inc. and last revised June 24, 2022
- b. Exterior Elevations titled “Exterior Keynote Elevations” as prepared by ADA Architects, Inc. and last revised June 28, 2022
- c. Sign Package titled “Brand Book” as prepared by AGI and last revised June 28, 2022
- d. Preliminary Engineering titled “Preliminary Civil Construction Plans for Raising Cane’s” as prepared by Kimley Horn and last revised June 24, 2022
- e. Fire Truck Exhibit as prepared by Kimley Horn and last revised June 22, 2022
- f. Photometric Plan titled “Photometric Site Plan” as prepared by ADA Architects, Inc. and last revised June 28, 2022
- g. Preliminary Landscaping Plan titled “Landscape Plan” as prepared by ADA Architects, Inc. and last revised June 28, 2022

- Exhibit F Preliminary Plans for BJ’s Restaurant and Brewhouse – Lot 4

- a. Preliminary Site Plan titled “Site Plan” as prepared by Jacob & Hefner Associates and last revised June 21, 2022
- b. Black and White Elevations titled “Exterior Elevations” as prepared by WD Partners and last revised June 17, 2022
- c. Color Elevations as prepared by WD Partners and last revised June 17, 2022
- d. Sign Package as prepared by AGI and last revised June 16, 2022
- e. Preliminary Engineering titled “Site Improvement Plan for BJ’s Restaurant & Brewhouse” as prepared by Jacob & Hefner Associates and last revised June 21, 2022
- f. Fire Truck Autoturn Exhibit prepared by Jacob & Hefner Associates and last revised June 21, 2022
- g. Preliminary Photometric Plan as prepared by Aculty Design Services and last revised June 14, 2022
- h. Preliminary Landscape Plan as prepared by WD Partners and last revised June 17, 2022

- Exhibit G Preliminary Plans for Cooper’s Hawk – Lot 5

- a. Preliminary Site Plan titled “Site Plan” as prepared by Jacob & Hefner Associates and last revised June 21, 2022
- b. Exterior Elevations as prepared by Aria Group last revised January 21, 2022
- c. Preliminary Engineering titled “Site Improvement Plans for Cooper’s Hawk” as prepared by Jacob & Hefner Associates and last revised June 21, 2022

- d. Fire Truck Autoturn Exhibit prepared by Jacob & Hefner Associates and last revised June 21, 2022
- e. Preliminary Photometric Plan titled “Electrical Site Plan” prepared by Jacob & Hefner Associates and last revised June 20, 2022
- f. Preliminary Landscape Plan prepared by Gary R. Weber Associates, Inc and last revised June 21, 2022

- Exhibit H Preliminary Plans for Portillo’s – Lot 8

- a. Preliminary Site Plan as prepared by Jacob & Hefner Associates and last revised September 2, 2022
- b. Exterior Elevations titled “Portillo’s – Garage Theme Restaurant” as prepared by Jensen Jensen and last revised September 6, 2022
- c. Sign Package titled “ Building Signs” as prepared by Signs Plus and last revised September 2, 2022
- d. Preliminary Engineering titled “Site Improvement Plans for Portillos” as prepared by Jacob & Hefner Associates and last revised September 2, 2022
- e. Preliminary Photometric Plan titled “Electrical Site Plan” as prepared by Jacob & Hefner Associates and last revised September 2, 2022
- f. Preliminary Landscape Plan as prepared by Gary R. Weber Associates, Inc and last revised August 8, 2022

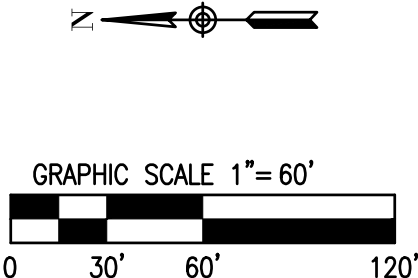
- Exhibit I July 11th, 2022, Planning & Zoning Commission Staff Report for Case No. PZ-2022-09

- Exhibit J July 11th, 2022, Planning & Zoning Commission Minutes

- Exhibit K September 12th, 2022 Planning & Zoning Commission Staff Report for Case No. PZ-2022-09

- Exhibit L September 12th, 2022, Planning & Zoning Commission Minutes

- Exhibit M Minutes from the March 15, 2022, Committee of the Whole Meeting



TOTAL DEVELOPMENT AREA:	12.61 ACRES
LOT 1:	1.79 ACRES
TOTAL PARKING:	42 STALLS
STANDARD STALLS:	40 STALLS
HANDICAP ACCESSIBLE:	2 STALLS
LOT 2:	1.47 ACRES
TOTAL PARKING:	60 STALLS
STANDARD STALLS:	57 STALLS
HANDICAP ACCESSIBLE:	3 STALLS
LOT 3:	1.44 ACRES
LOT 4:	2.13 ACRES
TOTAL PARKING:	143 STALLS
STANDARD STALLS:	138 STALLS
HANDICAP ACCESSIBLE:	5 STALLS
LOT 5:	2.84 ACRES
TOTAL PARKING:	159 STALLS
STANDARD STALLS:	153 STALLS
HANDICAP ACCESSIBLE:	6 STALLS
STORMWATER MANAGEMENT AREA:	
LOT 6A:	1.26 ACRES
LOT 6B:	1.68 ACRES
LOT 8:	2.95 ACRES
TOTAL PARKING:	128 STALLS
STANDARD STALLS:	123 STALLS
HANDICAP ACCESSIBLE:	5 STALLS


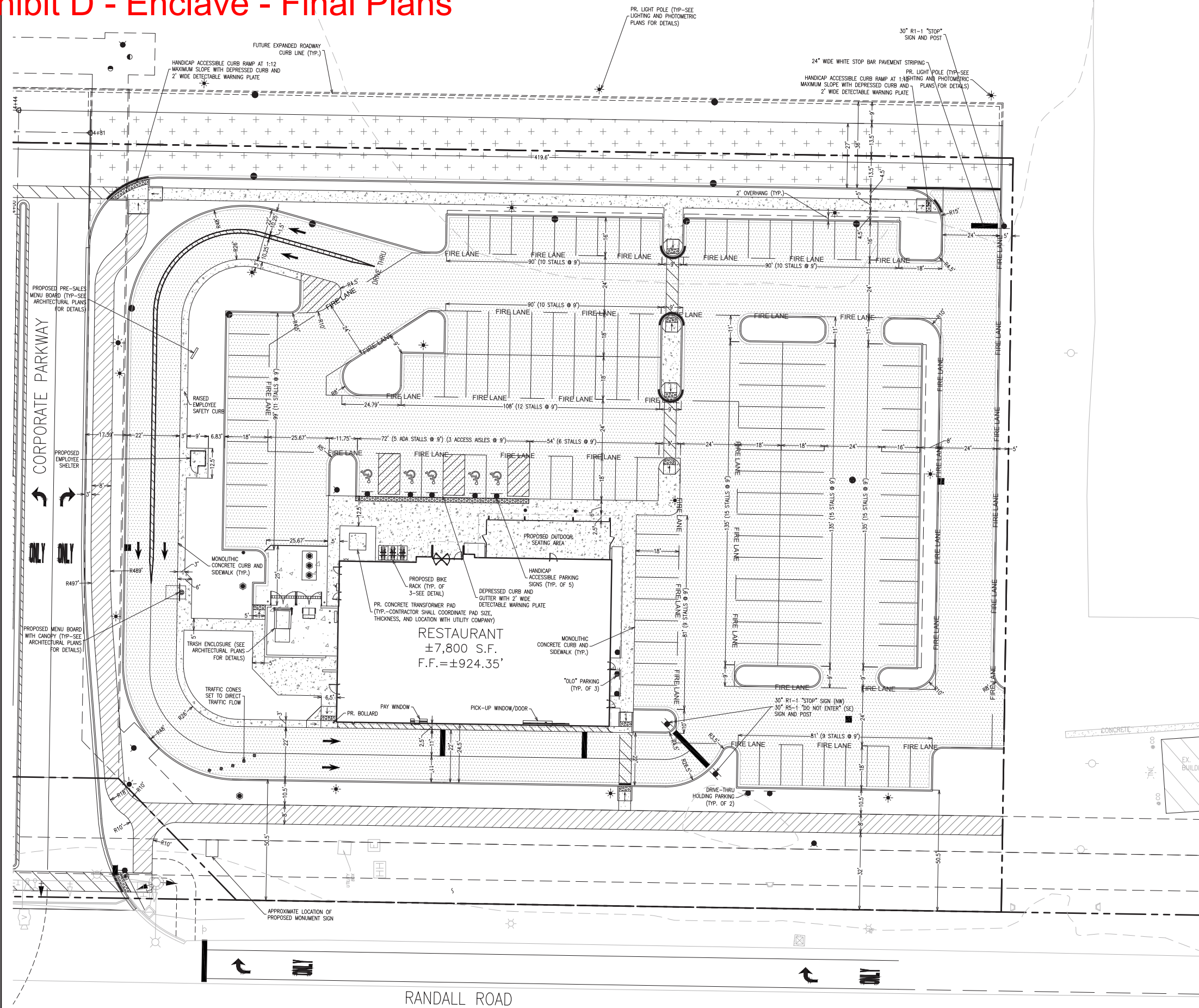







SP-1c	D391o	1"=60'	<div></div> <div>JACOB & HEFNER ASSOCIATES 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com</div>	PHASE 1 SITE PLAN -OPTION 3	9 PER CLIENT	8/31/22
					8 PER VILLAGE	8/8/22
					7 PER VILLAGE	6/21/22
					6 PER CLIENT	3/13/22
					5 PER CLIENT	3/10/22
					4 PER CLIENT	3/8/22
					3 PER CLIENT	1/12/22
					2 PER CLIENT	1/4/22
					1 PER CLIENT	12/22/21
					No.	Description

Exhibit D - Enclave - Final Plans



PAVEMENT HATCH LEGEND:	
	<p>HEAVY DUTY ASPHALT PAVEMENT</p> <p>2" HMA SURFACE COURSE, MIX D, N50</p> <p>2-1/2" HMA BINDER COURSE, IL-19.0, N50</p> <p>12" CA-6 CRUSHED STONE</p> <p>COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>LIGHT DUTY ASPHALT PAVEMENT</p> <p>2" HMA SURFACE COURSE, MIX D, N50</p> <p>2-1/2" HMA BINDER COURSE, IL-19.0, N50</p> <p>10" CA-6 CRUSHED STONE</p> <p>COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>HEAVY DUTY CONCRETE PAVEMENT</p> <p>7" PORTLAND CEMENT CONCRETE</p> <p>4,000 PSI, A/E</p> <p>4" CA-6 CRUSHED STONE</p> <p>COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>CONCRETE SIDEWALK</p> <p>5" PORTLAND CEMENT CONCRETE</p> <p>4,000 PSI, A/E</p> <p>4" CA-6 CRUSHED STONE</p> <p>COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>MULTI-USE PATH PAVEMENT</p> <p>2" HMA SURFACE COURSE, MIX D, N50</p> <p>6" CA-6 CRUSHED STONE</p> <p>COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>

	<u>PROPOSED LEGE</u>
	PROPOSED SIGN
	PROPOSED AREA LIGHT

<u>SITE DATA TABLE:</u>	
ZONING: B-2 BUSINESS DISTRICT, GENERAL RETAIL	
EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE
PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'
LOT AREA:	
	2.95 ACRES
IMPERVIOUS AREA:	
(76.6%)	2.26 AC
PERVIOUS AREA:	
(23.4%)	0.69 AC
BUILDING AREA:	
	±7,800 SF (FAR 6.07%)
CAR PARKING REQUIRED:	
(±7,800 SF x 15 STALLS/1,000 SF)	117 STALLS
CAR PARKING PROVIDED:	
	127 STALLS
STANDARD STALLS:	
HANDICAP ACCESSIBLE:	122 STALLS 5 STALLS

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


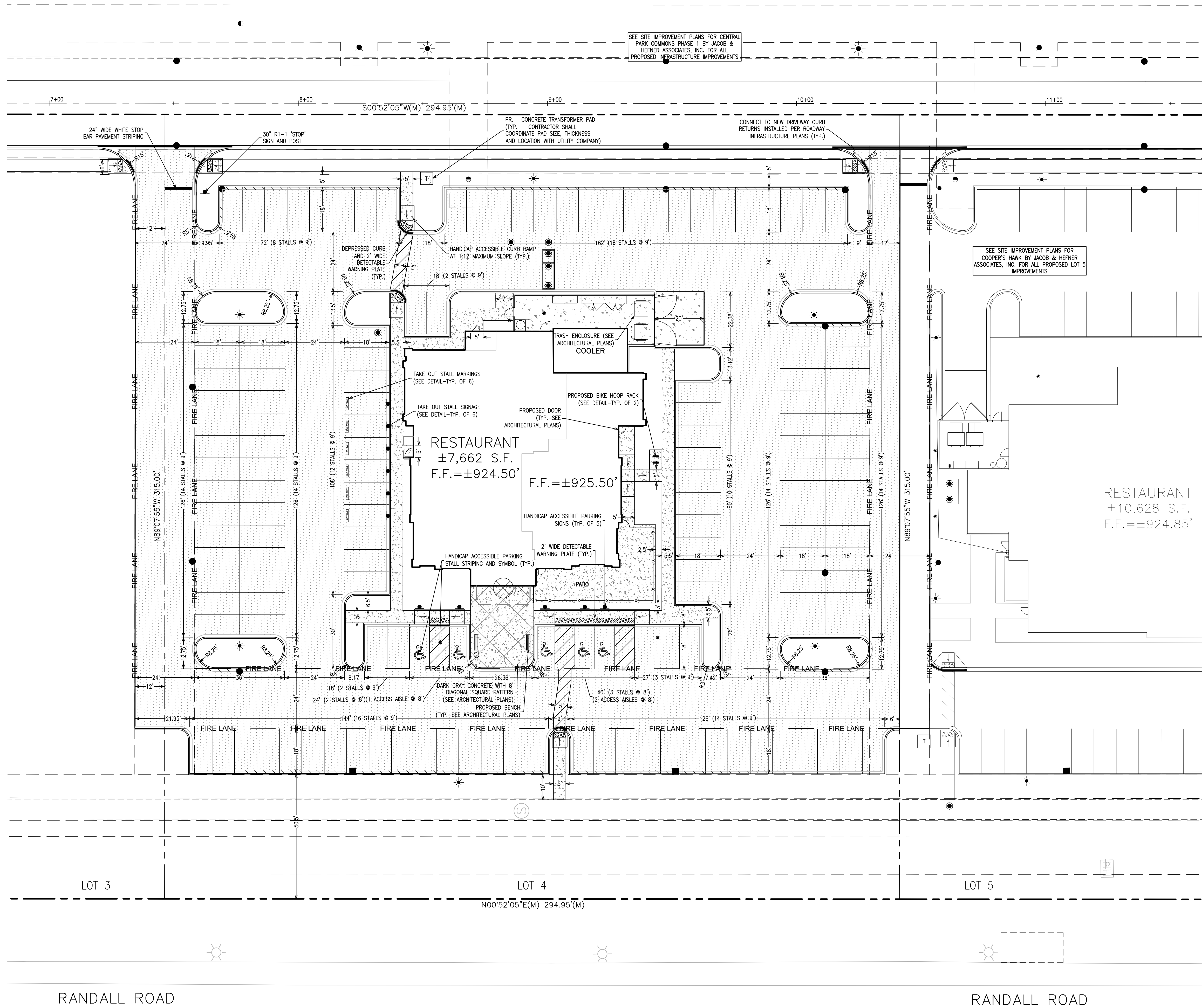
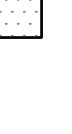
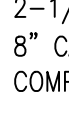
SP-1		1" = 20'	D391o	<div></div> <div>JACOB & HEFNER ASSOCIATES 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com</div>	<div>SITE PLAN</div> <div>PORTILLOS</div> <div>KENSINGTON DEVELOPMENT PARTNERS</div> <div>ALGONQUIN, ILLINOIS</div>				
			3			PER VILLAGE	9/2/22		
			2			PER KDOT	8/23/22		
			1	ISSUED FOR PERMIT	8/8/22				
			No.	Description	Date				

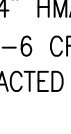
Exhibit F - BJ's - Preliminary Plans

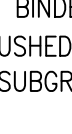


PAVEMENT HATCH LEGEND:

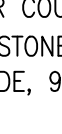
 LIGHT DUTY ASPHALT PAVEMENT
 2" HMA SURFACE COURSE, MIX D, N50
 2-1/4" HMA BINDER COURSE, IL-19.0, N50
 8" CA-6 CRUSHED STONE
 COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

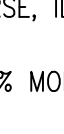
 HEAVY DUTY CONCRETE PAVEMENT
 7" PORTLAND CEMENT CONCRETE
 4,000 PSI, A/E
 4" CA-6 CRUSHED STONE
 COMPACTED SUBGRADE, 95% MODIFIED PROCTOR


 CONCRETE SIDEWALK
 5" PORTLAND CEMENT CONCRETE
 4,000 PSI, A/E
 4" CA-6 CRUSHED STONE
 COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

 DARK GRAY CONCRETE SIDEWALK
 5" PORTLAND CEMENT CONCRETE
 4,000 PSI, A/E
 4" CA-6 CRUSHED STONE
 COMPACTED SUBGRADE, 95% MODIFIED PROCTOR


CURB LEGEND:


 B6.12 CURB AND GUTTER

 REVERSE PITCH B6.12 CURB AND GUTTER

 DEPRESSED CURB AND GUTTER

PROPOSED LEGEND:

 PROPOSED SIGN

 PROPOSED AREA LIGHT

<u>SITE DATA TABLE:</u>	
ZONING:	B-2 BUSINESS DISTRICT, GENERAL RETAIL
EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE
PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'
LOT AREA:	2.13 ACRES
IMPERVIOUS AREA:	1.62 AC
(76%)	
PERVIOUS AREA:	0.51 AC
(24%)	
BUILDING AREA:	7,662 SF (FAR 8.26%)
CAR PARKING REQUIRED:	115 STALLS
($\pm 7,662$ SF x 15 STALLS/1,000 SF)	
CAR PARKING PROVIDED:	147 STALLS
STANDARD STALLS:	142 STALLS
HANDICAP ACCESSIBLE:	5 STALLS

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


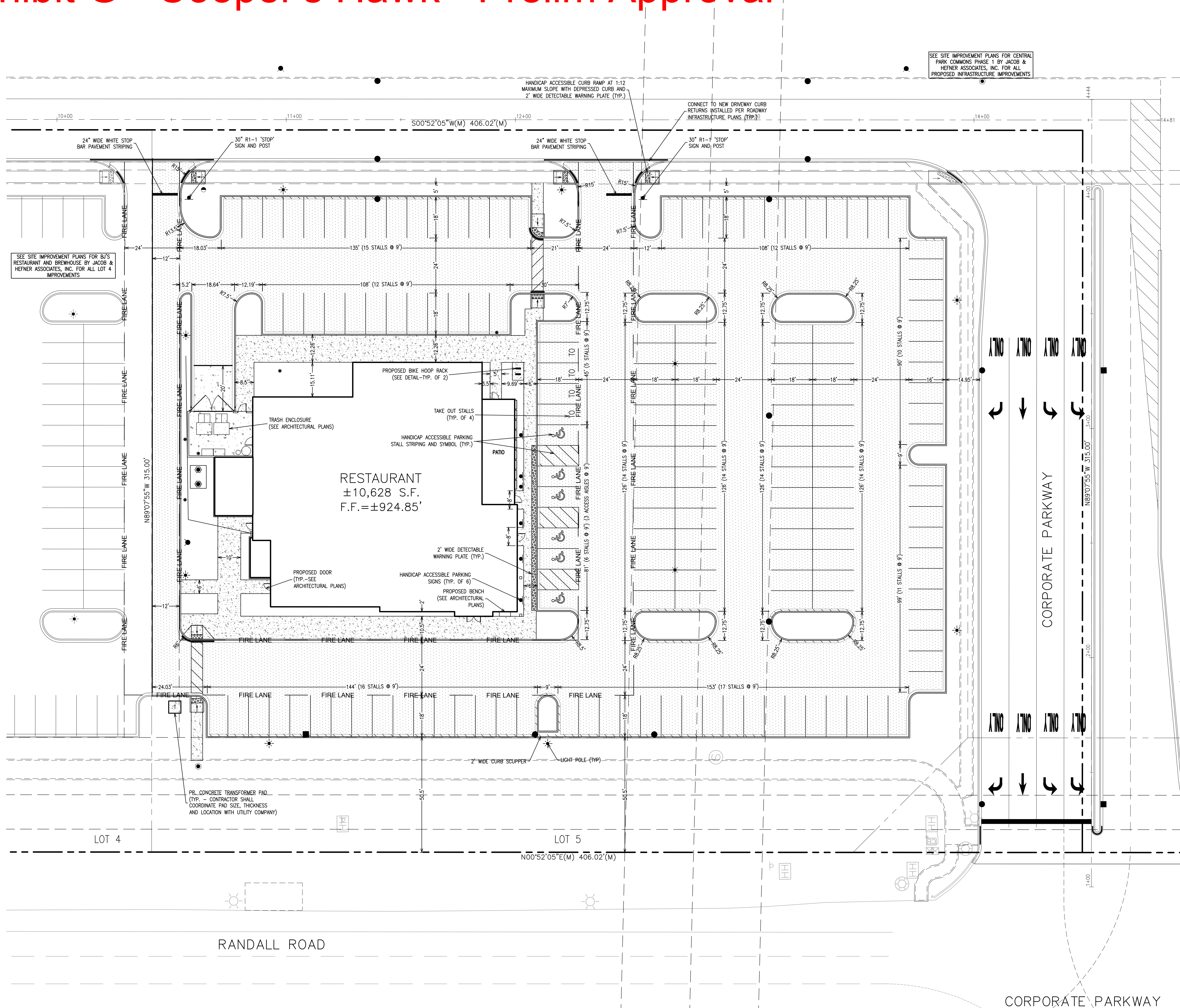
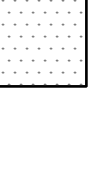
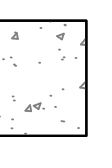
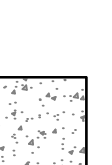

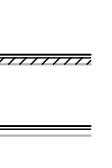

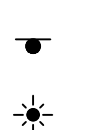
<div><div><div>JACOB & HEFNER</div><div>ASSOCIATES</div></div><div>1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com</div></div>		SITE PLAN						
		BJ'S RESTAURANT & BREWHOUSE						
		BJ'S RESTAURANTS, INC.						
		ALGONQUIN, ILLINOIS				2	PER VILLAGE	6/21/22
						1	ISSUED FOR PERMIT	5/6/22
						No.	Description	Date

Exhibit G - Cooper's Hawk - Prelim Approval



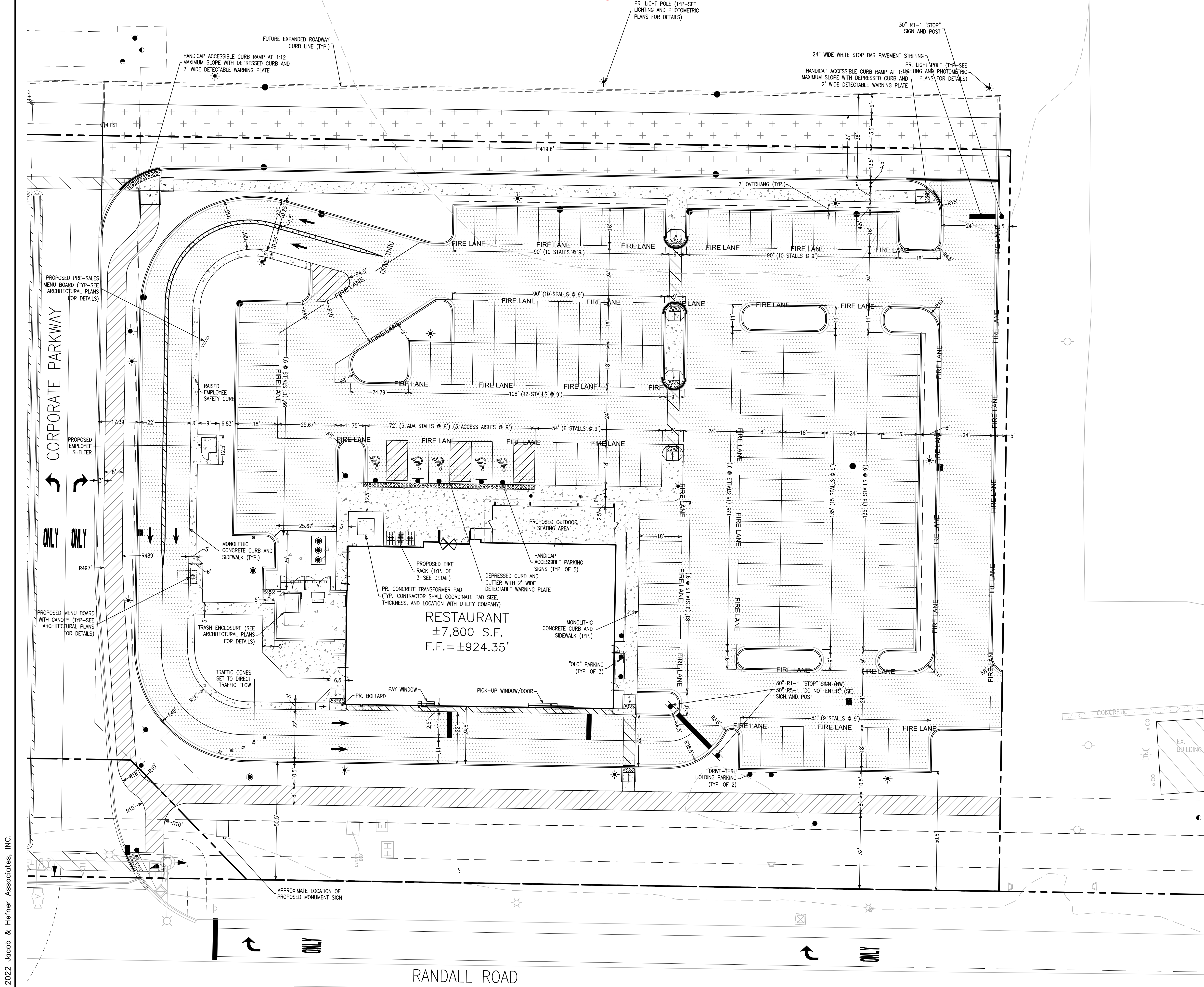
	<p>PAVEMENT HATCH LEGEND:</p> <p>LIGHT DUTY ASPHALT PAVEMENT</p> <p>2" HMA SURFACE COURSE, MIX D, N50 2-1/4" HMA BINDER COURSE, IL-19.0, N50 8" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>HEAVY DUTY CONCRETE PAVEMENT</p> <p>7" PORTLAND CEMENT CONCRETE</p> <p>4,000 PSI, A/E</p> <p>4" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>CONCRETE SIDEWALK</p> <p>5" PORTLAND CEMENT CONCRETE</p> <p>4,000 PSI, A/E</p> <p>4" CA-6 CRUSHED STONE COMPACTED SUBGRADE, 95% MODIFIED PROCTOR</p>
	<p>CURB LEGEND:</p> <p>B6.12 CURB AND GUTTER</p>
	<p>REVERSE PITCH B6.12 CURB AND GUTTER</p>
	<p>DEPRESSED CURB AND GUTTER</p>
	<p>PROPOSED LEGEND:</p> <p>PROPOSED SIGN</p> <p>PROPOSED AREA LIGHT</p>

<u>SITE DATA TABLE:</u>	
ZONING:	B-2 BUSINESS DISTRICT, GENERAL RETAIL
EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE
PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'
LOT AREA:	2.94 ACRES
IMPERVIOUS AREA:	2.23 AC
(76%)	
PERVIOUS AREA:	0.71 AC
(24%)	
BUILDING AREA:	10,570 SF (FAR 8.25%)
CAR PARKING REQUIRED:	126 STALLS
RESTAURANT AREA:	120 STALLS
(±7,946 SF x 15 STALLS/1,000 SF)	
RETAIL AREA:	6 STALLS
(±1,436 SF x 4 STALLS/1,000 SF)	
CAR PARKING PROVIDED:	160 STALLS
STANDARD STALLS:	154 STALLS
HANDICAP ACCESSIBLE:	6 STALLS

- ## GEOMETRIC NOTES:
1. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB OR CENTER OF PAVEMENT MARKING UNLESS OTHERWISE NOTED.
 2. ALL CURB RADII ARE 4.5' UNLESS OTHERWISE NOTED.
 3. CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS.
 4. ALL PROPOSED PAVEMENT MARKINGS SHALL BE 4" UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL CONFORM TO ARTICLE 1095.02 OF THE I.D.O.T. STANDARD SPECIFICATIONS.
 5. BUILDING DIMENSIONS AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
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 7. SEE LANDSCAPE PLANS FOR PROPOSED TREE AND PLANTING REQUIREMENTS.
 8. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

[illegible]

Exhibit H - Portillo's - Preliminary Approval



PAVEMENT HATCH LEGEND:

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

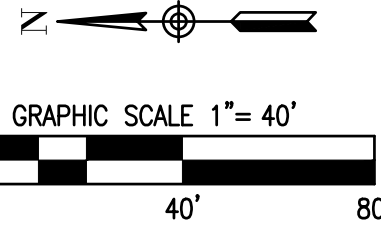
PROPOSED LEGEND:

	PROPOSED SIGN
	PROPOSED AREA LIGHT

SITE DATA TABLE:

ZONING:	B-2 BUSINESS DISTRICT, GENERAL RETAIL	
EXISTING BUILDING SETBACKS:		
MINIMUM FRONT YARD:	30'	
MINIMUM REAR YARD:	20'	
MINIMUM SIDE YARD:	0'	
ABUTTING RESIDENTIAL:	10' SIDE	
PROPOSED BUILDING SETBACKS:		
FRONT YARD:	50'	
LOT AREA:	2.95 ACRES	
IMPERVIOUS AREA:	2.26 AC	
PERVIOUS AREA:	0.69 AC	
BUILDING AREA:	±7,800 SF (FAR 6.07%)	
CAR PARKING REQUIRED:	117 STALLS	
(±7,800 SF x 15 STALLS/1,000 SF)		
CAR PARKING PROVIDED:	127 STALLS	
STANDARD STALLS:	122 STALLS	
HANDICAP ACCESSIBLE:	5 STALLS	

- GEOMETRIC NOTES:
- ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB OR CENTER OF PAVEMENT MARKING UNLESS OTHERWISE NOTED.
 - ALL CURB RADII ARE 4.5' UNLESS OTHERWISE NOTED.
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 - SEE LANDSCAPE PLANS FOR PROPOSED TREE AND PLANTING REQUIREMENTS.
 - SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



DATE		9/2/22	8/23/22	8/6/22	8/6/22
DESCRIPTION		PER VILLAGE	PER KDOT	1 ISSUED FOR PERMIT	
PROJECT NAME		PORTILLOS			
DEVELOPER		KENSINGTON DEVELOPMENT PARTNERS			
LOCATION		ALGONQUIN, ILLINOIS			
SHEET TITLE		SITE PLAN			
SHEET NUMBER		D3910			
SCALE		1" = 20'			
PROJECT NUMBER		SP-1			

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



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of a Final Planned Development for Cooper's Hawk on Lot 5 of the Enclave

ACTION REQUESTED:

Cooper's Hawk, the "Petitioner", is seeking approval of a Final (PUD) Planned Development on Lot 5 of the Enclave. The Enclave is located at the southeast corner of Randall Road and Commons Drive.

BACKGROUND:

Cooper's Hawk received preliminary approval of their plans and approval of a Special Use for open air dining at the July 11, 2022; they received a recommendation for Final PUD approval at the September 12, 2022, Planning & Zoning Commission meeting, as part of the Enclave Development, PZ-2022-09.

At the applicant's own risk, Cooper's Hawk applied for a Preliminary and Final PUD concurrently. As such, their preliminary plans were reviewed by staff and presented earlier this evening as a part of the overall Kensington "Enclave" development. Their final plans were submitted to staff shortly thereafter, were reviewed, and have also been included on tonight's agenda to be considered after a determination has been made on the overall development.

If the Village Board votes to approve the Preliminary PUD plans for Cooper's Hawk (subject to conditions) on September 20, 2022, the applicant seeks the subsequent final approval of their Final PUD plans for Lot 5 of the Enclave.

DISCUSSION:

Request– Cooper's Hawk, the "Petitioner", has applied for the approval of a Final PUD (Planned Development) for a 10,628 square foot restaurant located on Lot 5 of the Enclave as shown in the Final Plat of Subdivision as "The Enclave" referred to herein as the "Subject Property". Their proposal includes a freestanding single-story restaurant with an exterior patio, private rooms, a tasting bar, retail component, and exterior improvements that include a parking lot, lighting, and landscaping.

Plat of Subdivision – The Subject Property is currently located in two larger parcels (PINs 03-05-100-023 and 03-05-300-009). Once the Final Plat for the Enclave is approved by the Village Board and recorded, the Subject Property will become Lot 5 of the Enclave.

Elevations – The 10,628-square-foot restaurant includes indoor seating for 267 guests and an outdoor dining area for an additional 40 guests. The exterior of the restaurant will be constructed with a combination of earth-toned full-depth brick and fiberboard cement along with black metal finishes. The building includes a parapet wall that will conceal the rooftop units. The refuse area is attached to the northeast side of the building and is designed with materials to match the building.

Signage – The Sign Package for Cooper's Hawk includes two wall signs that both comply with the Village's Sign Code.

A standard monument sign design for each Enclave Lot has been provided by Kensington Development Partners and will have been approved as part of the overall Enclave Case No. PZ-2022-09. Each Lot in the Enclave will have their own individual, but matching, monument sign along the Randall Road frontage. The monument sign meets the Village's Sign Code.

Table 1: Cooper's Hawk Signage

Type	Location	Size	Total Square Footage
Wall Sign	South Elevation	5.5' high x 24' wide	132 square feet
Wall Sign	West Elevation	12.5' high x 9.66' wide	120.8 square feet
Monument Sign	Randall Road Frontage	7' high x 8' 2" wide	32 square feet*

*Square feet of sign face, not entire structure

Site Plan & Engineering – The final site plan for the Subject Property includes 159 parking stalls which exceeds the Village's parking requirement by 23 parking stalls. However, this site is viewed as part of a larger Development and the parking will be shared amongst the users. As part of the 159 parking stalls, 4 of the stalls are dedicated take-out spaces on the south side of the building.

The Photometric Plan includes 25' tall light poles with shielded lights that can dim to 33% in unoccupied mode. All light poles are located in landscaped islands and meet the Dark Sky Requirements of the Village.

A sidewalk connection will be provided along the east side of the site to connect to the sidewalk on the west side of the Frontage Road and a connection will also be provided on the west side to connect to the future bike path along the east side of Randall Road. Two bike racks have been provided on-site that will facilitate bike parking for four bikes.

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

Landscaping – The landscaping plan for the Subject Property includes a mix of shrubs and trees along Randall Road, the frontage road, and Corporate Parkway. Full landscaping is also provided in the parking lot islands, around the monument sign, and along the foundation of the restaurant.

NEXT STEPS:

If the Final PUD is approved by the Village Board, the Petitioner will continue to work with Staff to finalize the Plans. Once the plans are finalized, a Grading or Site Development Permit may be issued.

RECOMMENDATION:

Staff has reviewed the submittal by Cooper's Hawk and finds that their plans substantially conform to their preliminary plan submittal. Staff recommends approval of a Final PUD for Cooper's Hawk on Lot 5 of the Enclave as outlined in the Staff Reports for case PZ-2022-16, subject to the following conditions and final approval of all plans by staff:

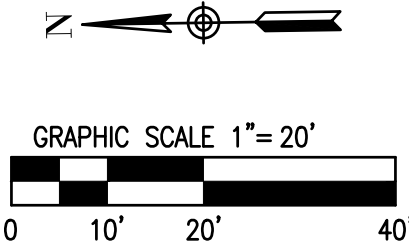
- a. The Site Plan as prepared by Jacob & Hefner Associates and last revised August 8, 2022, the Exterior Elevations as prepared by aria group and last revised August 8, 2022, the Exterior Sign Package as prepared by Elevate Sign Group and last revised September 12, 2022, the Final Engineering titled "Site Improvement Plans for Cooper's Hawk" as prepared by Jacob & Hefner Associates and last revised August 8, 2022, the Final Photometric Plan titled "Electrical Site Plan" as prepared by Jacob & Hefner Associates and last revised August 4, 2022, the Final Landscape Plan as prepared by Gary R. Weber associate, INC and last revised August 8, 2022;
- b. No more than one monument sign shall be permitted and said monument sign shall be located along Randall Road. All monument signs shall be constructed to the specification as defined in the Monument Sign Plan as prepared by Doyle General Sign Contractors and last revised April 19, 2022.

ATTACHMENTS:

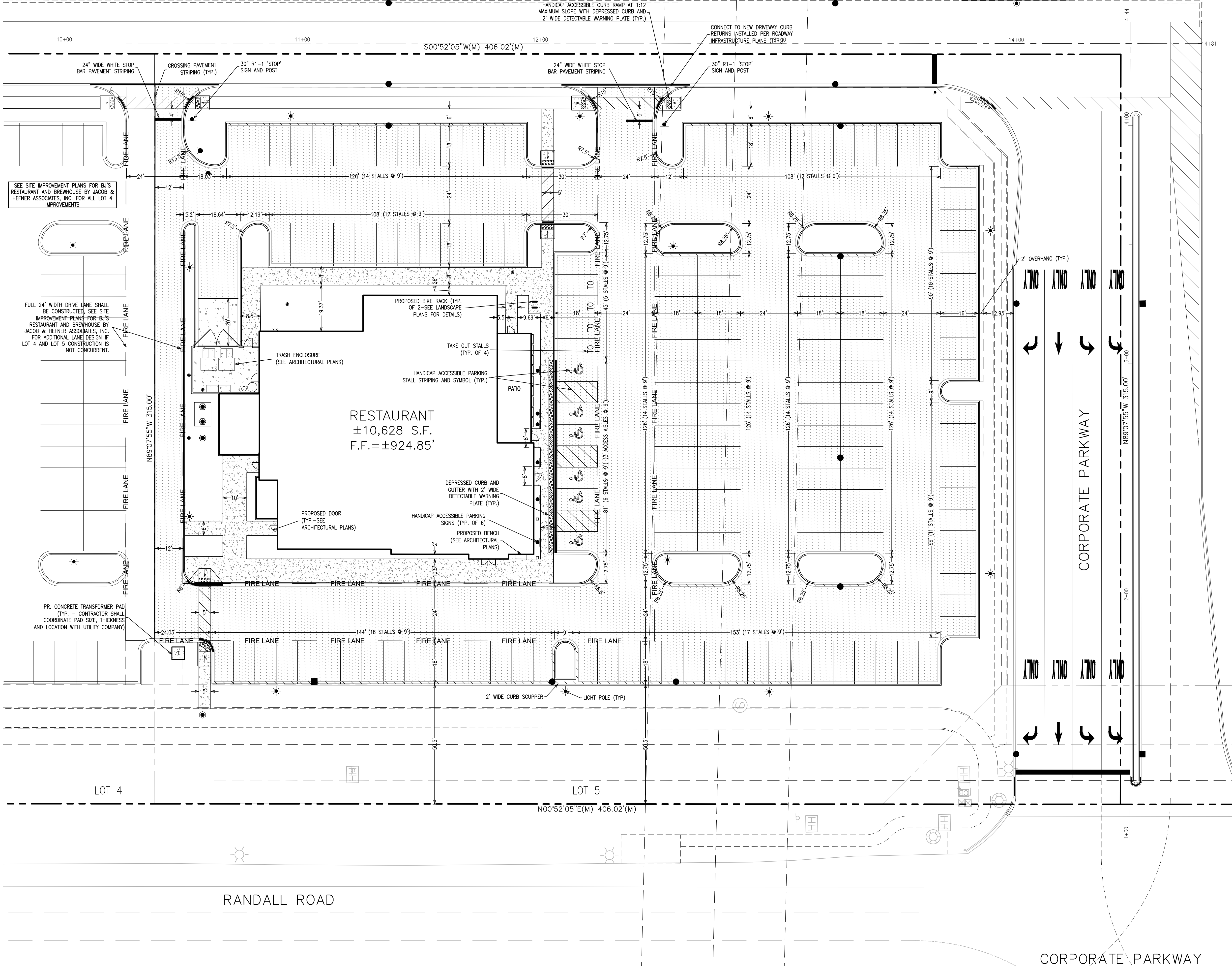
- | | |
|-------------|---|
| - Exhibit A | Legal Description |
| - Exhibit B | ALTA/NSPS Land Title and Topographic Survey, as prepared by Compass Surveying, Ltd., with the latest revision date of April 5, 2022 |
| - Exhibit C | Preliminary and Final Plat of Subdivision titled "Final plat of Subdivision The Enclave", as prepared by Compass Surveying, Ltd., with the latest revision date of August 18, 2022 |
| - Exhibit D | <u>Final Plans for Cooper's Hawk – Lot 5</u> <ol style="list-style-type: none">a. Site Plan prepared by Jacob & Hefner Associates and last revised August 8, 2022b. Exterior Elevations as prepared by aria group and last revised September 12, 2022 |

- c. Exterior Sign Package as prepared by Elevate Sign Group and last revised August 4, 2022
 - d. Final Engineering titled “Site Improvement Plans for Cooper’s Hawk” as prepared by Jacob & Heffner Associates and last revised August 8, 2022
 - e. Final Photometric Plan titled “Electrical Site Plan” as prepared by Jacob & Hefner Associates and last revised August 4, 2022
 - f. Final Landscape Plan as prepared by Gary R. Weber associate, INC and last revised August 8, 2022
- Exhibit E July 11th, 2022, Planning & Zoning Commission Staff Report for Case No. PZ-2022-09
- Exhibit F July 11th, 2022, Planning & Zoning Commission Minutes
- Exhibit G September 12th, 2022 Planning & Zoning Commission Staff Report for Case No. PZ-2022-09
- Exhibit H September 12th, 2022, Planning & Zoning Commission Minutes
- Exhibit I Minutes from the March 15, 2022, Committee of the Whole Meeting

Exhibit D.a - Site Plan - Final PUD - Cooper's Hawk



SEE SITE IMPROVEMENT PLANS FOR CENTRAL PARK COMMONS PHASE 1 BY JACOB & HEFNER ASSOCIATES, INC. FOR ALL PROPOSED INFRASTRUCTURE IMPROVEMENTS



PAVEMENT HATCH LEGEND:

LIGHT DUTY ASPHALT PAVEMENT
2" HMA SURFACE COURSE, MIX D, N50
2-1/2" HMA BINDER COURSE, IL-19.0, N50
8" CA-6 CRUSHED STONE
COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

HEAVY DUTY CONCRETE PAVEMENT
7" PORTLAND CEMENT CONCRETE
4,000 PSI, A/E
4" CA-6 CRUSHED STONE
COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

CONCRETE SIDEWALK
5" PORTLAND CEMENT CONCRETE
4,000 PSI, A/E
4" CA-6 CRUSHED STONE
COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

CURB LEGEND:

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

PROPOSED LEGEND:


PROPOSED SIGN
PROPOSED AREA LIGHT

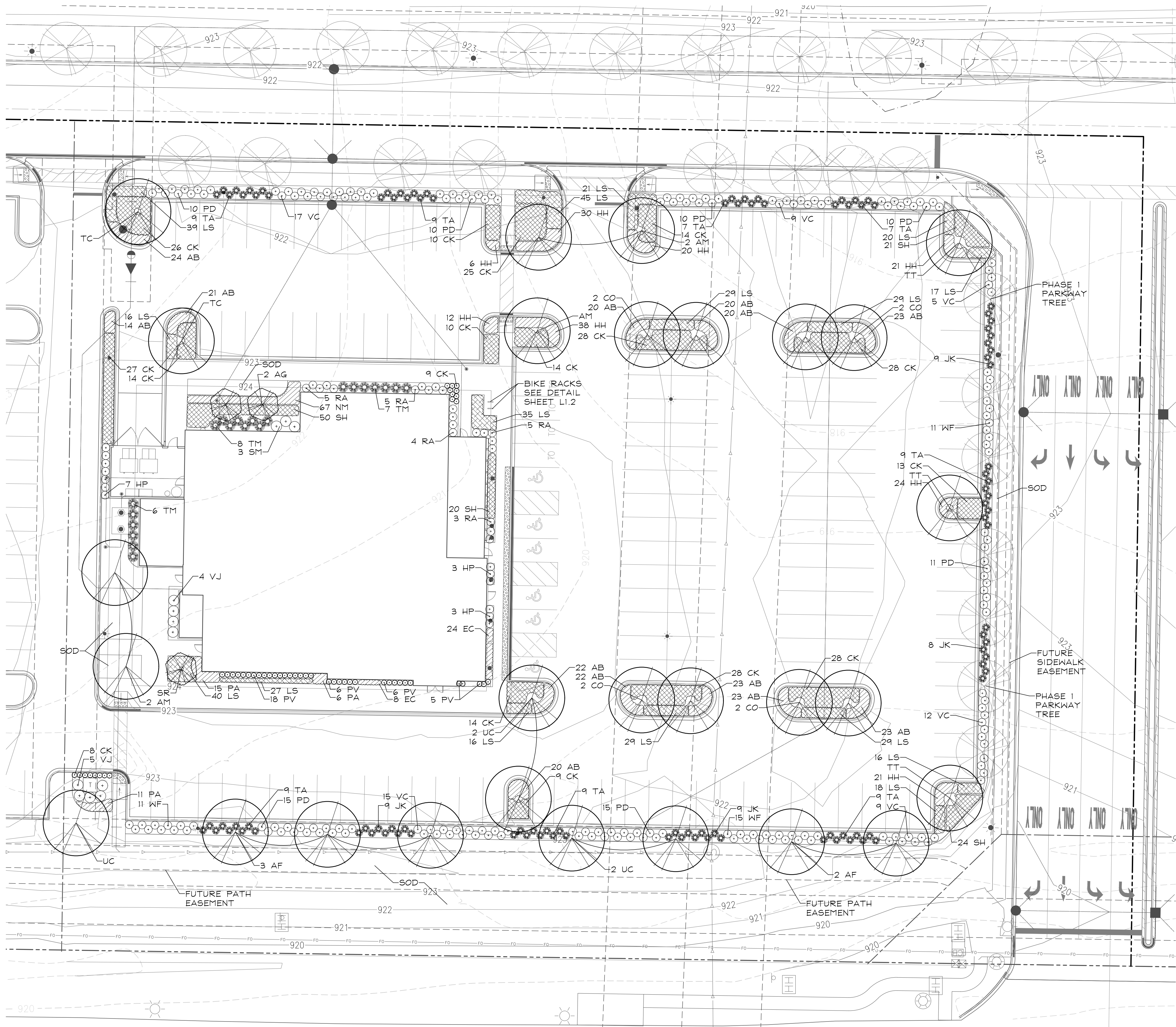
SITE DATA TABLE:

ZONING:	B-2 BUSINESS DISTRICT, GENERAL RETAIL
EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE
PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'
LOT AREA:	2.94 ACRES
IMPERVIOUS AREA:	2.32 AC
(79%)	
PERVIOUS AREA:	0.62 AC
(21%)	
BUILDING AREA:	10,628 SF (FAR 8.29%)
CAR PARKING REQUIRED:	126 STALLS
RESTAURANT AREA:	120 STALLS
(±7,946 SF x 15 STALLS/1,000 SF)	
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CAR PARKING PROVIDED:	159 STALLS
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GEOMETRIC NOTES:

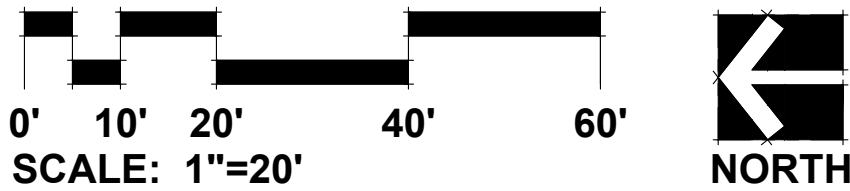
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- BUILDING DIMENSIONS AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
- CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- SEE LANDSCAPE PLANS FOR PROPOSED TREE AND PLANTING REQUIREMENTS.
- SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

SP-1		1" = 20'			JACOB & HEFNER ASSOCIATES 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com	SITE PLAN				
D391q										
										</



RANDALL ROAD

Exhibit D.f - Landscape -
Final PUD - Cooper's Hawk



PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
SHADE TREES				
AF	5	Acer x freemanii 'Jeffers Red' AUTUMN BLAZE MAPLE	2 1/2" Cal.	
AM	5	Acer miyabei 'Morton' STATE STREET MAPLE	2 1/2" Cal.	
CO	8	Celtis occidentalis COMMON HACKBERRY	2 1/2" Cal.	
TC	2	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
TT	3	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2" Cal.	
UC	5	Ulmus carpinifolia 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2 1/2" Cal.	
ORNAMENTAL TREES				
AG	2	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Multi-Stem
SR	1	Syringa reticulata 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	6' Ht.	Multi-Stem
DECIDUOUS SHRUBS				
HP	13	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	30" Tall	3' O.C.
PD	81	Physocarpus opulifolius 'SMNPOBLR' GINGER WINE NINEBARK	30" Tall	3' O.C.
RA	22	Ribes alpinum 'Greenmound' GREENMOUND ALPINE CURRANT	30" Tall	3' O.C.
SM	3	Syringa meyeri 'Paladin' DWARF KOREAN LILAC	30" Tall	4' O.C.
VJ	9	Viburnum x juddii JUDD VIBURNUM	36" Tall	4' O.C.
VC	67	Viburnum carlesii 'SMVCB' SPICE BABY VIBURNUM	30" Tall	3' O.C.
WF	37	Weigela florida 'Bokrosopini' SONIC BLOOM PINK WEIGELA	30" Tall	3' O.C.
EVERGREEN SHRUBS				
JK	35	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	30" Tall	3' O.C.
TM	21	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
TA	68	Taxus x media 'Tauntanii' TAUNTON YEW	30" Tall	3' O.C.
ORNAMENTAL GRASSES				
CK	305	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
PV	35	Panicum virgatum 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
SH	115	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
PERENNIALS				
AB	275	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
EC	32	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
HH	172	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
NM	67	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
PA	32	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
GROUNDCOVERS				
LS	426	Liriope spicata CREEPING LILYTURF	#SP4	18" O.C.
MISC. MATERIALS				
66		SHREDDED HARDWOOD BARK MULCH	C.Y.	
1,665		SOD	S.Y.	
2		BIKE RACKS		

GENERAL NOTES

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

GR
WA

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

CI/IL ENGINEER

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

COOPER'S HAWK
THE ENCLAVE - LOT 5
ALGONQUIN, ILLINOIS
LANDSCAPE PLAN

2- PER VILLAGE	8.08.2022
1- ISSUE FOR PERMIT	6.21.2022
REVISIONS	

DATE	5.05.2022
PROJECT NO.	JH22144
DRAWN	JLT
CHECKED	GFB
SHEET NO.	

L1.1



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of a Final Planned Development for BJ's Restaurant and Brewhouse on Lot 4 of the Enclave

ACTION REQUESTED:

BJ's Restaurants, Inc., the "Petitioner", is seeking approval of a Final (PUD) Planned Development on Lot 4 of the Enclave. The Enclave is located at the southeast corner of Randall Road and Commons Drive.

BACKGROUND:

BJ's Restaurant received preliminary approval of their plans and approval of a Special Use for open air dining at the July 11, 2022 Planning & Zoning Commission meeting; they received a recommendation for Final PUD approval at the September 12, 2022, Planning & Zoning Commission meeting, as part of the Enclave Development, PZ-2022-09.

At the applicant's own risk, BJ's Restaurant applied for a Preliminary and Final PUD concurrently. As such, their preliminary plans were reviewed by staff and presented earlier this evening as a part of the overall Kensington "Enclave" development. Their final plans were submitted to staff shortly thereafter, were reviewed, and have also been included on tonight's agenda to be considered after a determination has been made on the overall development.

If the Village Board votes to approve the Preliminary PUD plans for BJ's Restaurant (subject to conditions) on September 20, 2022, the applicant seeks the subsequent final approval of their Final PUD plans for Lot 4 of the Enclave.

DISCUSSION:

Request– BJ's Restaurants, Inc., the "Petitioner", has applied for the approval of a Final PUD (Planned Development) for 7,447 square foot restaurant located on Lot 4 of the Enclave as shown in the Final Plat of Subdivision as "The Enclave" referred to herein as the "Subject Property". Their proposal includes a freestanding single-story restaurant with an exterior patio, a retail component, and exterior improvements that include a parking lot, lighting, and landscaping.

Plat of Subdivision – The Subject Property is currently located inside a larger parcel (PIN 03-05-100-023). Once the Final Plat for the Enclave is approved by the Village Board and recorded, the Subject Property will become Lot 4 of the Enclave.

Elevations – The 7,447 square foot restaurant includes indoor seating for 257 guests and an outdoor dining area for an additional 48 guests. The restaurant will be constructed using a combination of earth-toned full-depth brick and black metal finishes. The building includes a parapet wall that will conceal the rooftop units. The refuse area is attached to the southeast side of the building and is designed with materials to match the building.

Signage – The Sign/Brand Package for BJ's Restaurant and Brewhouse includes two wall signs and a "Take Out" sign that each complies with the Village's Sign Code.

A standard monument sign design for each Enclave outlot has been provided by Kensington Development Partners and will have been approved as part of the overall Enclave Case No. PZ-2022-09. Each Lot in the Enclave will have their own individual, but matching, monument sign along the Randall Road frontage. The monument sign meets the Village's Sign Code.

Table 1: BJ's Signage

Type	Location	Dimensions	Total Square Footage
Wall Sign	South Elevation	11" high x 11' 5.5" wide	46.31 square feet
		11" high x 11' 5.5" wide	
		5' high x 5' wide	
Wall Sign	West Elevation	7.25' high x 11.45' wide	83.1 square feet
Take Out Sign	North Elevation	10" high x 6' 1" wide	5.1 square feet
Monument Sign	Randall Road Frontage	7' high x 8' 2" wide	32 square feet*

*Square feet of sign face, not entire structure

Site Plan & Engineering – The final site plan for the Subject Property includes 143 parking stalls, which exceeds the Village's parking requirement by 28 parking stalls. However, this site is viewed as part of a larger development and the parking will be shared amongst the users. As part of the 143 parking stalls, 6 of the stalls are dedicated take-out spaces on the north side of the building.

The Photometric Plan includes 25' tall light poles that are all located in landscaped islands and meet the Dark Sky Requirements of the Village.

A sidewalk connection will be provided along the east side of the site to connect to the sidewalk on the west side of the Frontage Road and a connection will also be provided on the west side to connect to the future bike path along the east side of Randall Road. Two bike racks have been provided on-site that will facilitate bike parking for four bikes.

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

Landscaping – The landscaping plan for the Subject Property includes a mix of shrubs and trees along Randall Road and the frontage road. Full landscaping is also provided in the parking lot islands, around the monument sign, and along the foundation of the restaurant.

NEXT STEPS:

If the Final PUD is approved by the Village Board, the Petitioner will continue to work with Staff to finalize the Plans. Once the plans are finalized, a Grading or Site Development Permit may be issued.

RECOMMENDATION:

Staff has reviewed the submittal by BJ's Restaurants, Inc., and finds that their plans substantially conform to their preliminary plan submittal. Staff recommends approval of a Final PUD for BJ's Restaurant and Brewhouse on Lot 4 of the Enclave as outlined in the Staff Reports for case PZ-2022-17, subject to the following conditions and final approval of all plans by staff:

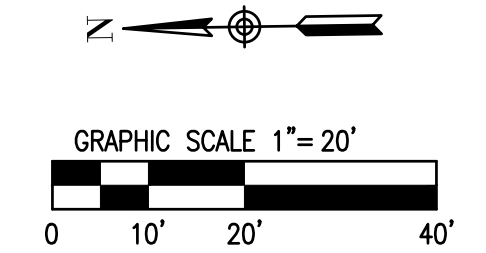
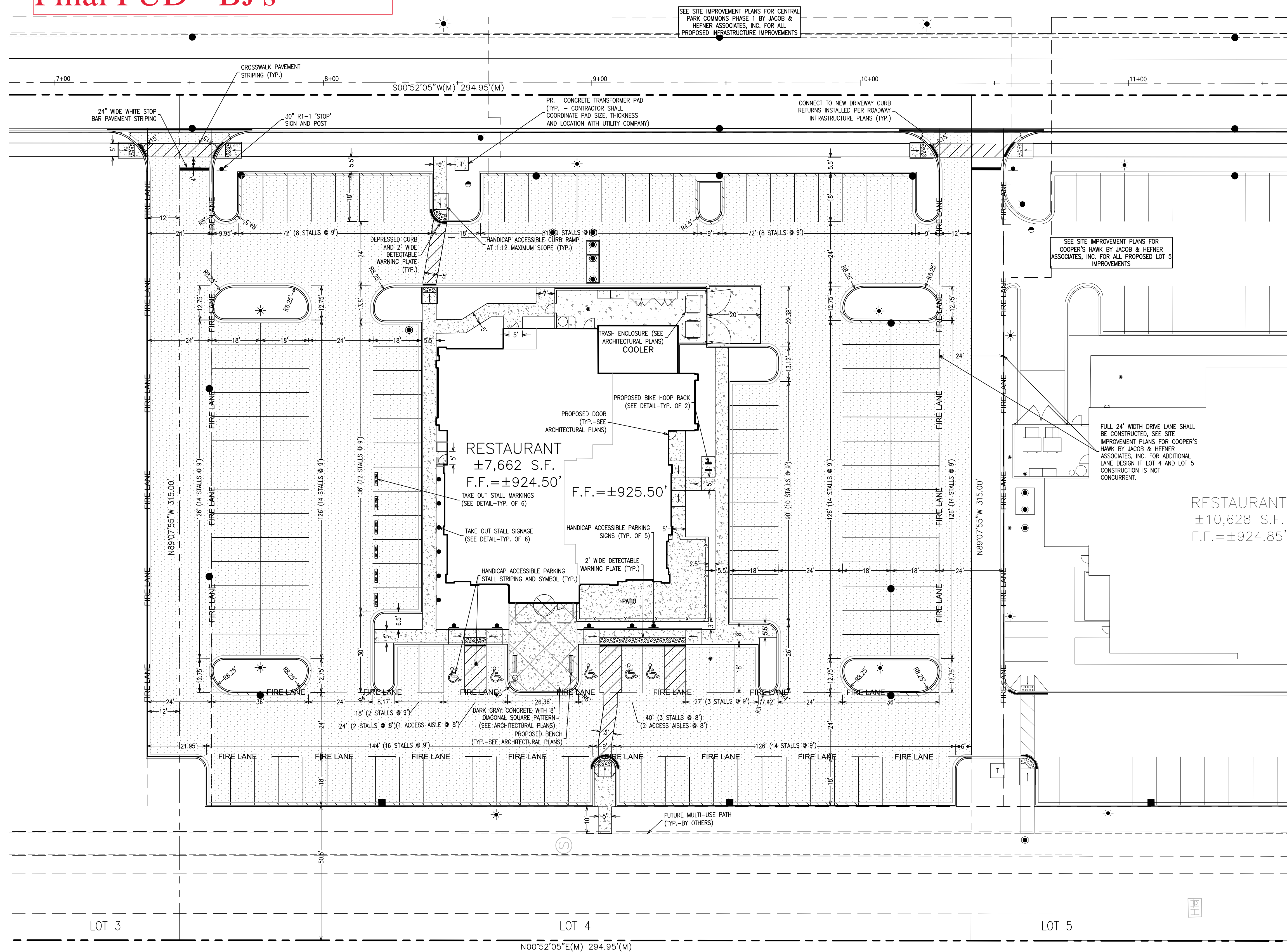
- a. The Site Plan as prepared by Jacob & Hefner Associates and last revised August 8, 2022, the Exterior Elevations titled "BJ's Restaurant & Brewhouse" as prepared by wdparkers and last revised September 7, 2022, the Sign Package titled "Brand Book" as prepared by AGI and last revised June 16, 2022, the Final Engineering titled "Site Improvement Plans for BJ's Restaurant & Brewhouse" as prepared by Jacob & Hefner and last revised August 8, 2022, the Final Photometric Plan as prepared by Acuity Design Services and last revised June 14, 2022, the Final Landscape Plan as prepared by wdparkers and last revised August 8, 2022;
- b. No more than one monument sign shall be permitted and said monument sign shall be located along Randall Road. All monument signs shall be constructed to the specification as defined in the Monument Sign Plan as prepared by Doyle General Sign Contractors and last revised April 19, 2022.

ATTACHMENTS:

- | | |
|-------------|---|
| - Exhibit A | Legal Description |
| - Exhibit B | ALTA/NSPS Land Title and Topographic Survey, as prepared by Compass Surveying, Ltd., with the latest revision date of April 5, 2022 |
| - Exhibit C | Preliminary and Final Plat of Subdivision titled "Final plat of Subdivision The Enclave", as prepared by Compass Surveying, Ltd., with the latest revision date of August 18, 2022 |
| - Exhibit D | <u>Final Plans for BJ's Restaurant and Brewhouse – Lot 4</u> <ol style="list-style-type: none">a. Site Plan prepared by Jacob & Hefner Associates and last revised August 8, 2022b. Exterior Elevations titled "BJ's Restaurant & Brewhouse" as prepared by wdparkers and last revised September 7, 2022 |

- c. Sign Package titled “Brand Book” as prepared by AGI and last revised June 16, 2022
 - d. Final Engineering titled “Site Improvement Plans for BJ’s Restaurant & Brewhouse” as prepared by Jacob & Hefner and last revised August 8, 2022
 - e. Final Photometric Plan as prepared by Acuity Design Services and last revised June 14, 2022
 - f. Final Landscape Plan as prepared by wdp partners and last revised August 8, 2022
- Exhibit E July 11th, 2022, Planning & Zoning Commission Staff Report for Case No. PZ-2022-09
 - Exhibit F July 11th, 2022, Planning & Zoning Commission Minutes
 - Exhibit G September 12th, 2022 Planning & Zoning Commission Staff Report for Case No. PZ-2022-09
 - Exhibit H September 12th, 2022, Planning & Zoning Commission Minutes
 - Exhibit I Minutes from the March 15, 2022, Committee of the Whole Meeting


Exhibit D.a - Site Plan - Final PUD - BJ's




PAVEMENT HATCH LEGEND:

-
- Diagram illustrating a three-layer pavement structure:
- 2" HMA SURFACE COURSE, MIX D, N50
 - 1-1/2" HMA BINDER COURSE, IL-19.0, N50
 - 8" CA-6 CRUSHED STONE
 - COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

CURB LEGEND:

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

PROPOSED LEGEND:

- PROPOSED SIGN
 PROPOSED AREA LIGHT

SITE DATA TABLE:

ZONING:	B-2 BUSINESS DISTRICT, GENERAL RETAIL
EXISTING BUILDING SETBACKS:	
MINIMUM FRONT YARD:	30'
MINIMUM REAR YARD:	20'
MINIMUM SIDE YARD:	0'
ABUTTING RESIDENTIAL:	10' SIDE
PROPOSED BUILDING SETBACKS:	
FRONT YARD:	50'
LOT AREA:	2.13 ACRES
IMPERVIOUS AREA:	1.68 AC
(79%)	
PERVIOUS AREA:	0.45 AC
(21%)	
BUILDING AREA:	7,662 SF (FAR 8.26%)
CAR PARKING REQUIRED:	115 STALLS
(±7,662 SF x 15 STALLS/1,000 SF)	
CAR PARKING PROVIDED:	143 STALLS
STANDARD STALLS:	138 STALLS
HANDICAP ACCESSIBLE:	5 STALLS

GEOMETRIC NOTES:

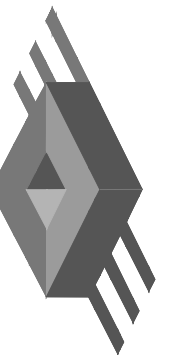
1. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB OR CENTER OF PAVEMENT MARKING UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 4.5" UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS.
4. ALL PROPOSED PAVEMENT MARKINGS SHALL BE 4" UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL CONFORM TO ARTICLE 1095.02 OF THE I.D.O.T. STANDARD SPECIFICATIONS.
5. BUILDING DIMENSIONS AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
6. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
7. SEE LANDSCAPE PLANS FOR PROPOSED TREE AND PLANTING REQUIREMENTS.
8. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

SITE PLAN

BJ'S RESTAURANT & BREWHOUSE
BJ'S RESTAURANTS, INC.

ALGONQUIN, ILLINOIS

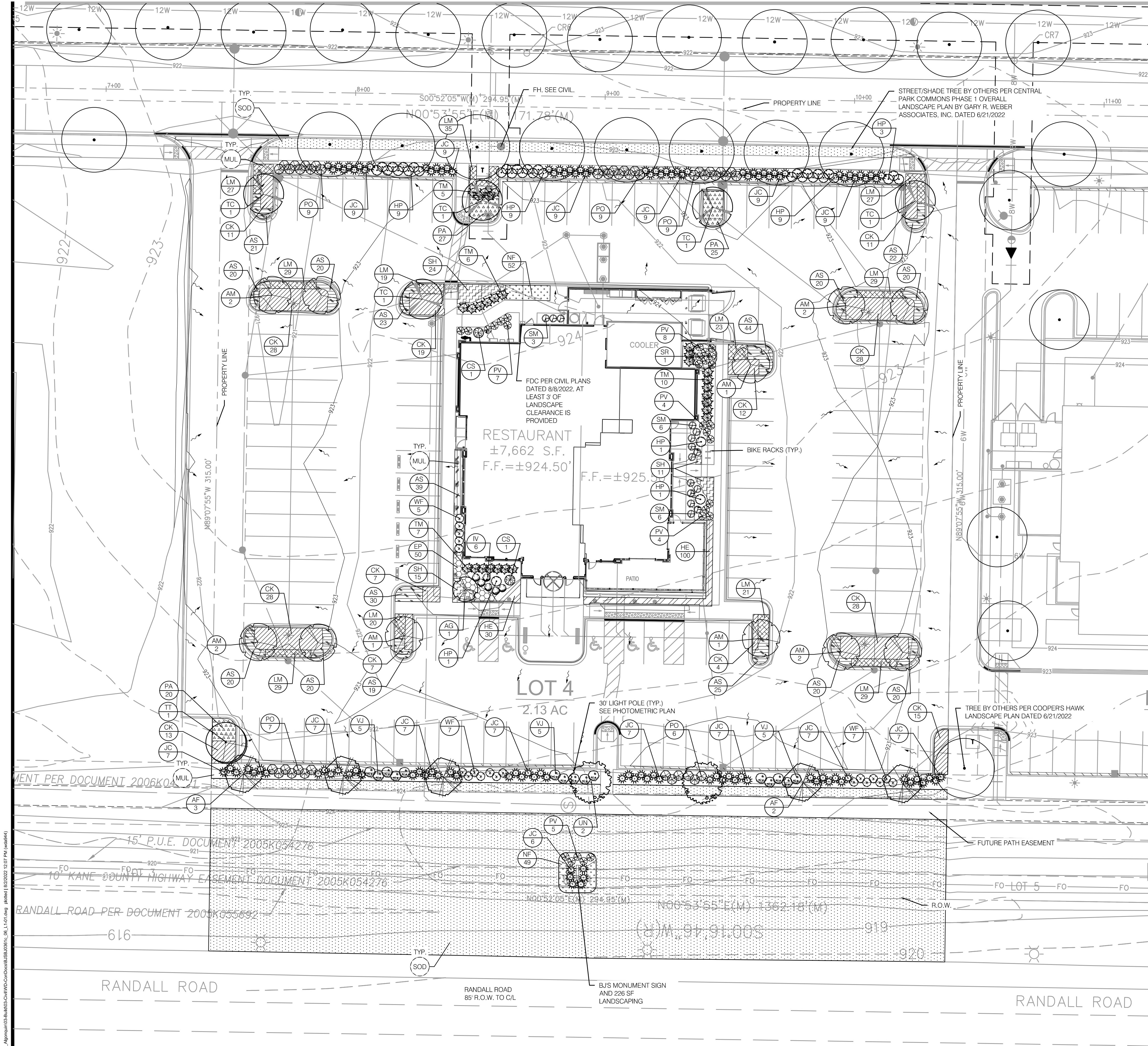
JACOB & HEFNER
ASSOCIATES
333 Butterfield Rd., Suite 300, Downers Grove, IL 60515



D391r

$$1'' = 20'$$

SP-1



landscape code requirements

RIGHT-OF-WAY LANDSCAPING:
THE SPACING OF STREET TREES SHALL BE NO LESS THAN 40 FEET BETWEEN PLANTINGS. STREET TREES SHALL BE PLANTED AS CLOSE TO THE MINIMUM SPACING STANDARD AS POSSIBLE. NO MORE THAN 20 PERCENT OF ANY GENUS AND NO MORE THAN 10 PERCENT OF ANY SPECIES MAY BE PLANTED WITHIN THE PARKWAY.
RANDALL ROAD: 295 LF / 40 LF = 7
REQUIRED: 7 (20% GENUS, 10% SPECIES)
PROVIDED: 7
PERIMETER LANDSCAPE SETBACK:
SHADE TREES SHALL BE PROVIDED AT THE EQUIVALENT OF 40 FEET APART ALONG THE ABUTTING PROPERTY LINE (THIS DOES NOT INCLUDE THE RIGHT-OF-WAY AREA). SUCH TREES MAY BE CLUSTERED OR SPACED LINEARLY. ANY PARKING LOTS LOCATED IN FRONT OF THE PRIMARY BUILDING SHALL BE SCREENED WITH A HEDGE OR SIMILAR TREATMENT COVERING 100 PERCENT OF THE WIDTH OF THE PARKING LOT. HEDGES SHALL BE MAINTAINED BETWEEN 30 INCHES AND 48 INCHES.
EAST SIDE ACCESS DRIVE: 295 LF / 40 LF = 7
REQUIRED: 7
PROVIDED: 8 (BY OTHERS)
NON-RESIDENTIAL LANDSCAPING:
LANDSCAPING FOR EACH NON-RESIDENTIAL LOT SHALL BE A MINIMUM OF 20 PERCENT OF THE TOTAL (GROSS) LOT AREA.
REQUIRED: 18,582 SF (20%) (92,909 SF LOT X 20%)
PROVIDED: 22,272 SF (24%)
PARKING LOTS:
PLANTING AREAS SHALL BE A MINIMUM OF 200 SQUARE FEET IN AREA. ONE SHADE TREE PER 9 PARKING SPACES IS REQUIRED FOR INTERIOR PLANTED AREAS.
REQUIRED: 17 (147 PARKING SPACES / 9)
PROVIDED: 17

PLANTING SCHEDULE

SYMBOL	KEY	QTY.	BOTANICAL NAME COMMON NAME	SIZE CONDITION	COMMENTS
	AF	5	ACER X FREEMANII 'JEFFERS' RED' AUTUMN BLAZE RED MAPLE	2.5' CAL	B&B SEE TREE PLANTING DETAIL SHEET LT.02 (TYPICAL)
	AM	11	ACER MIYABEI 'MORTON' STATE STREET MIYABE'S MAPLE	2.5' CAL	B&B
	TC	5	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	2.5' CAL	B&B
	TT	1	TILIA TOMENTOSA 'STERLING' STERLING SILVER LINDEN	2.5' CAL	B&B
	UN	2	ULMUS 'NEW HORIZON' NEW HORIZON ELM	2.5' CAL	B&B
	AG	1	AMELANCHIER 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE SERVICEBERRY	6' HT	B&B MULTI-TRUNK, 3 TRUNKS MIN.
	SR	1	SYRINGA RETICULATA 'IVORY SILK' IVORY SILK LILAC	6' HT	B&B
	CS	2	CORNUS SERICEA 'BAILEY' BAILEY'S RED TWIG DOGWOOD	36' HT	CONT SEE SHRUB PLANTING DETAIL SHEET LT.02 (TYPICAL)
	HP	33	HYDRANGEA PAN. 'SMOKEY' LITTLE QUICK FIRE HYDRANGEA	30' HT	CONT
	IV	6	ITEA VIRGINICA 'LITTLE HENRY' LITTLE HENRY SWEETSPIRE	24' HT	CONT
	PO	40	PHYSOCARPUS OPULIFOLIUS 'SEWARD' SUMMER WINE NINEBARK	30' HT	CONT
	SM	15	SYRINGA MEYERI 'PALIBIN' DWARF KOREAN LILAC	24' HT	CONT
	VJ	15	VIBURNUM X JUDDII JUDD VIBURNUM	36' HT	CONT/B&B
	WF	19	WEIGELA FLORIDA 'BRAMWELL' FINE WINE WEIGELA	30' HT	CONT
	JC	113	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	30' HT	CONT
	TM	28	TAXUS X MEDIA 'DENSIFORMIS' DENSE YEWE	24' SPR	CONT
	PV	28	PANICUM VIRGATUM SWITCH GRASS	#1 CONT	24' O.C.
	CK	211	CALAMAGROSTIS X KARL FOERSTER KARL FOERSTER REED GRASS	#1 CONT	30' O.C.
	SH	50	SPOROBOLUS HETEROLEPIS PRAIRIE DROPSDEED	#1 CONT	24' O.C.
	AS	383	ALLIUM 'SUMMER BEAUTY' SUMMER BEAUTY ONION	#1 CONT	18' O.C. SEE GROUND COVER PLANTING DETAIL SHEET LT.02
	EP	50	ECHINACEA 'CONE 2' PIXIES MEADOWBRITE CONEFLOWER	#1 CONT	18' O.C.
	HE	130	HEMEROCALLIS 'HAPPY RETURNS' HAPPY RETURNS DAYLILY	#1 CONT	18' O.C.
	NF	101	NEPETA FAASSENII 'WALKERS LOW' WALKERS LOW CATMINT	#1 CONT	18' O.C.
	PA	72	PEROVSKIA A. 'LITTLE SPIRE' LITTLE SPIRE RUSSIAN SAGE	#1 CONT	24' O.C.
	LM	288	LIRIOPE SPICATA CREEPING LILYTURF	#SP4 CONT	18' O.C.
	SOD		LOCALLY AVAILABLE TURF TYPE TALL FESCUE		SEE SOD NOTES SHEET LT.02
	MUL		DARK BROWN SHREDDED HARDWOOD BARK MULCH, 2' TO 3' DEPTH. NO CYPRESS MULCH, NO RED MULCH.		SEE PLANTING NOTES SHEET LT.02.

architect + engineer



19100 VON KARMAN AVE.
SUITE 600
IRVINE, CA 92612
949.753.7676 T

WDPARTNERS.COM

project no. | BJSBJ0361

owner



RESTAURANT
BREWHOUSE

project info

SEC RANDAL RD. & COMMONS
DRIVE
ALGONQUIN, IL 60102

prototype:
PROTO - 2020 - PR

issue dates

submission:
PLANNING SUBMITTAL
HEALTH SUBMITTAL
BUILDING PERMIT
BID
CONSTRUCTION

revisions:
1 PER VILLAGE

designed by:
checked by:

seal

sheet info

LANDSCAPE PLAN

L1.01



Know what's below.
Call before you dig.

OWNER
BJ'S RESTAURANTS, INC.
7755 CENTER AVENUE
HUNTINGTON BEACH, CA 92647
CONTACT: JOAN LEGUAY
PHONE: 714.500.2410 MAIN
EMAIL: jleguay@bjsrestaurant.com

LANDLORD
KENSINGTON DEVELOPMENT PARTNERS

SCALE: 1" = 20.00'

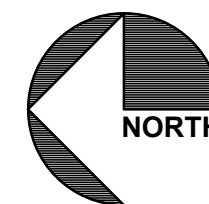


Exhibit D.f - Landscape -
Final PUD - BJ's



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 20, 2022
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of a Final Planned Development for Raising Cane's on Lot 1 of the Enclave

ACTION REQUESTED:

Raising Cane's Restaurants, L.L.C., the "Petitioner", is seeking approval of a Final (PUD) Planned Development on Lot 1 of the Enclave. The Enclave is located at the southeast corner of Randall Road and Commons Drive.

BACKGROUND:

Raising Cane's received preliminary approval of their plans and approval of a Special Use for open air dining at the July 11, 2022 Planning & Zoning Commission meeting; they received a recommendation for Final PUD approval at the September 12, 2022, Planning & Zoning Commission meeting, as part of the Enclave Development, PZ-2022-09.

At the applicant's own risk, Raising Cane's applied for a Preliminary and Final PUD concurrently. As such, their preliminary plans were reviewed by staff and presented earlier this evening as a part of the overall Kensington "Enclave" development. Their final plans were submitted to staff shortly thereafter, were reviewed, and have also been included on tonight's agenda to be considered after a determination has been made on the overall development.

If the Village Board votes to approve the Preliminary PUD plans for Raising Cane's (subject to conditions) on September 20, 2022, the applicant seeks the subsequent final approval of their Final PUD plans for Lot 1 of the Enclave.

DISCUSSION:

Request– Raising Cane's Restaurants, L.L.C., the "Petitioner", applied for approval of a Final Planned Development for a fast-casual restaurant located on Lot 1 of the Enclave as shown in the Final Plat of Subdivision as "The Enclave" referred to herein as the "Subject Property". Their proposal includes a freestanding single-story restaurant with an exterior patio, dual drive-through lanes, and exterior improvements that include a parking lot, exterior lighting, and landscaping.

Plat of Subdivision – The Subject Property is currently located inside a larger parcel (PIN 03-05-100-023). Once the Final Plat for the Enclave is approved by the Village Board and recorded, the Subject Property will become Lot 1 of the Enclave.

Elevations – The 3,331-square-foot restaurant includes indoor seating for approximately 72 guests and an outdoor dining area for an additional 54 guests. Staff has received a written commitment that the exterior of the restaurant will be constructed with a combination of earth-toned full-depth masonry and black metal finishes. Staff will require that the elevations be revised to reflect the full-depth masonry. The restaurant includes a parapet wall that will conceal the rooftop units. The refuse area is detached and located to the east side of the building and will be constructed with the same materials as the rest of the building.

Signage – The Sign/Brand Package for Raising Cane's includes two wall signs and two window signs that comply with the Village's Sign Code.

There are 2 drive-through menu boards and one pre-sell menu board that individually comply with the sign code maximum of 50 square feet, but combined do exceed the requirement. However, there are dual drive-through lanes which necessitates 2 drive-through signs. The pre-sell menu board will also give the users a chance to preview the menu which will help minimize stacking.

String lights are included under the outdoor dining canopy on the exterior elevations. Per the Village Sign Code, string lights are prohibited.

Table 1: Raising Cane's Signage

Type	Location	Dimensions	Total Square Footage
Wall Sign	South Elevation	3' 10 1/8" high x 8' wide	30.75 square feet
Wall Sign	West Elevation	3' 10 1/8" high x 8' wide	30.75 square feet
"Open" Window Sign	West Elevation	1' 2 1/16" high x 2' 3" wide	2.44 square feet
"Chicken Fingers" Window Sign	South Elevation	1' 2 1/16" high x 4' 6" wide	4.92 square feet
Monument Sign	Randall Road Frontage	7' high x 8' 2" wide	32 square feet*
Drive Through Menu Board (x2)	East Side of Site	5' 11 1/2" high x 7' 2 1/8" wide	28.63 square feet*
Pre Sell Menu Board	East Side of Site	6' high x 1' 11 9/16" wide	8.31 square feet*
String Lights	Outdoor Seating Area		

*Square feet of sign face, not entire structure

Site Plan & Engineering – The final site plan for the Subject Property includes 42 parking stalls which is less than the Village's parking requirement by 6 parking stalls. However, this site is viewed as part of a larger development and the parking will be shared amongst the users and Raising Cane's users will have access to the excess parking provided on Lot 2. Raising Cane's also claims that they do have a higher proportion of drive through users than other similar restaurants.

The Photometric Plan includes 25' tall light poles that are all located in landscaped islands and meet the Dark Sky Requirements of the Village.

A sidewalk connection will be provided along the north side of the site to connect to the sidewalk along the south side of Commons Drive and a connection will also be provided on the west side to connect to the future bike path along the east side of Randall Road. The developer of the Enclave and the developer of the Raising Cane's Lot will need to continue to work together to improve the sidewalk along the south side of Commons Drive. Staff will require that any sidewalk abutting the Commons Drive curb be eliminated and that the engineers work towards a solution that does not include two parallel sidewalks. Two bike racks have been provided on-site that will facilitate bike parking for four bikes.

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

Landscaping – The landscaping plan for the Subject Property includes a mix of shrubs and trees along Randall Road, Commons Drive, and the Frontage Road. Full landscaping is also provided in the parking lot islands, the monument sign, and along the foundation of the restaurant.

NEXT STEPS:

If the Final PUD is approved by the Village Board, the Petitioner will continue to work with Staff to finalize the Plans. Once the plans are finalized, a Grading or Site Development Permit may be issued.

RECOMMENDATION:

Staff has reviewed the submittal by Raising Cane's Restaurants, L.L.C., and finds that their plans substantially conform to their preliminary plan submittal. Staff recommends approval of a Final PUD for Raising Cane's on Lot 1 of the Enclave as outlined in the Staff Reports for case PZ-2022-16, subject to the following conditions and final approval of all plans by staff:

- a. The Site Plan as prepared by Kimley Horn and last revised August 8, 2022, the Exterior Elevations as prepared by ADA Architects, INC. and last revised August 8, 2022, the Sign Package titled "Brand Book" as prepared by AGI and last revised July 26, 2022, the Final Engineering titled "Final Civil Construction Plans for Raising Cane's" as prepared by Kimley Horn and last revised August 8, 2022, the Photometric Site Plan as prepared by ADA

Architects, INC. and last revised August 8, 2022, the Final Landscape Plan as prepared by ADA Architects, INC. and last revised August 8, 2022;

- b. All exterior masonry shall be full dimensional. Prior to building permit approval, all “brick veneer” material areas shall be amended to full-depth dimensional brick with provided manufacturer, part number, and material sample to the satisfaction of the Community Development Director;
- c. No more than one monument shall be permitted and the monument sign shall be constructed along Randall Road. All monument signs shall be constructed to the specification as defined in the Monument Sign Plan as prepared by Doyle General Sign Contractors and last revised April 19, 2022;
- d. The developers of Raising Cane's and the Enclave shall coordinate their plans to provide a single sidewalk along the northside of the site and eliminate any sidewalk abutting Commons Drive;
- e. String lights shall be allowed only under the canopy over the outdoor dining area.
- f. One (1) menu board and one (1) pre-sell menu board shall be allowed per drive-through lane.

ATTACHMENTS:

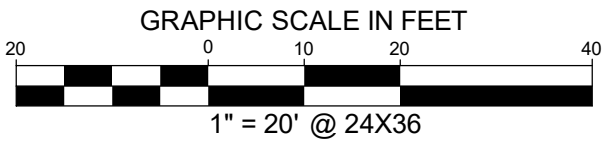
- Exhibit A Legal Description
- Exhibit B ALTA/NSPS Land Title and Topographic Survey, as prepared by Compass Surveying, Ltd., with the latest revision date of May 9, 2022
- Exhibit C Preliminary and Final Plat of Subdivision titled “Final plat of Subdivision The Enclave”, as prepared by Compass Surveying, Ltd., with the latest revision date of August 18, 2022
- Exhibit D Final Plans for Raising Cane's – Lot 1
 - a. Site Plan as prepared by Kimley Horn and last revised August 8, 2022
 - b. Exterior Elevations as prepared by ADA Architects, INC. and last revised August 8, 2022
 - c. Sign Package titled “Brand Book” as prepared by AGI and last revised July 26, 2022
 - d. Final Engineering titled “Final Civil Construction Plans for Raising Cane's” as prepared by Kimley Horn and last revised August 8, 2022
 - e. Photometric Site Plan as prepared by ADA Architects, INC. and last revised August 8, 2022
 - f. Final Landscape Plan as prepared by ADA Architects, INC. and last revised August 8, 2022
- Exhibit E July 11th, 2022, Planning & Zoning Commission Staff Report for Case No. PZ-2022-09

- Exhibit F July 11th, 2022, Planning & Zoning Commission Minutes
- Exhibit G September 12th, 2022 Planning & Zoning Commission Staff Report for Case
No. PZ-2022-09
- Exhibit H September 12th, 2022, Planning & Zoning Commission Minutes
- Exhibit I Minutes from the March 15, 2022, Committee of the Whole Meeting

Exhibit D.a - Site Plan -
Final PUD - Raising Cane's

EXISTING ALGONQUIN GALLERIA
SHOPPING CENTER
ZONING: B-2

COMMONS DRIVE
JURISDICTION: PRIVATE
2 LANE DIVIDED (CURBED)



LEGEND

---	PROPERTY/LEASE/LOT LINE
---	ADJACENT PROPERTY LINE
[Symbol]	PROPOSED CONCRETE CURB & GUTTER
[Symbol]	EXISTING CURB & GUTTER
[Symbol]	PROPOSED PARKING COUNT

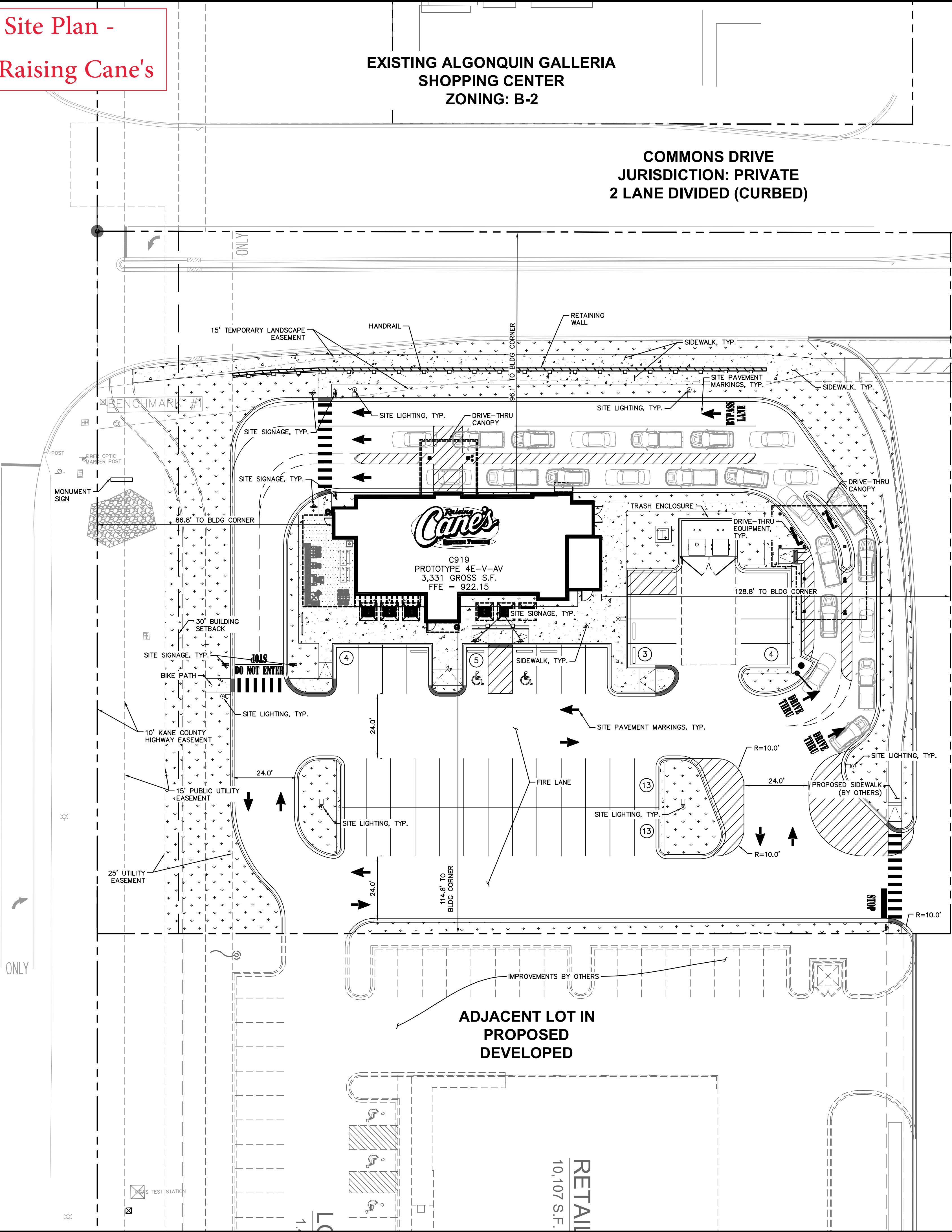
SITE ANALYSIS TABLE

EXISTING/PROPOSED ZONING	B-2 ZONING (WITH PUD)
FRONT BUILDING SETBACK REQUIRED:	30'
EXISTING BUILDING SETBACK:	N/A
PROPOSED BUILDING SETBACK:	86.8' (RANDALL ROAD)
PROPOSED USE	RESTAURANT W/ DRIVE THRU
IMPERVIOUS AREA:	1.46 AC (78%)
PERVIOUS AREA:	0.42 AC (22%)
LOT AREA	81,626 SF / 1.87 AC
GROSS BUILDING AREA	3,331 SF (FAR: 4.08)
PARKING REQUIREMENTS	15 SPACES PER 1,000 SF
TOTAL PARKING	48 SPACES 42 SPACES
ACCESSIBLE	2 SPACES 2 SPACES
BUILDING SETBACK	30 FT 86.8 FT

ADJACENT LOT IN
PROPOSED
DEVELOPED

STORMWATER
MANAGEMENT
AREA
PROPOSED DETENTION
BASIN
6' HWL-NWL
3.08 AC

RANDALL ROAD
JURISDICTION: KDOT
6 LANE DIVIDED (NO CURB)



REFER TO CIVIL SHEET C5.0 CREATED
BY KIMLEY-HORN, FOR ADDITIONAL
DIMENSIONS AND KEYNOTES



Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tele: 972-769-3100 Fax: 972-769-3101

PROTOTYPE ISSUE DATE: 11/20/2018
STORE:
RAISING CANE'S
RESTAURANT
1701 S RANDALL RD
ALGONQUIN, IL
PROTOTYPE: P4E-V-AV
SCHEME: B
RESTAURANT #RC919

PROFESSIONAL OF RECORD:
KURT L. SCHWITZ
ARCHITECTS, INC.
Lakewood, Ohio 44107
17710 Detroit Avenue
Phone (216) 521-5134 Fax (216) 521-4824
www.adaarchitects.co

ENGINEER INFORMATION:
Kimley»Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

KH JOB NO. 168418036

SHEET REVISIONS

#	DATE	TYPE
1		
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SITE PLAN
EXHIBIT

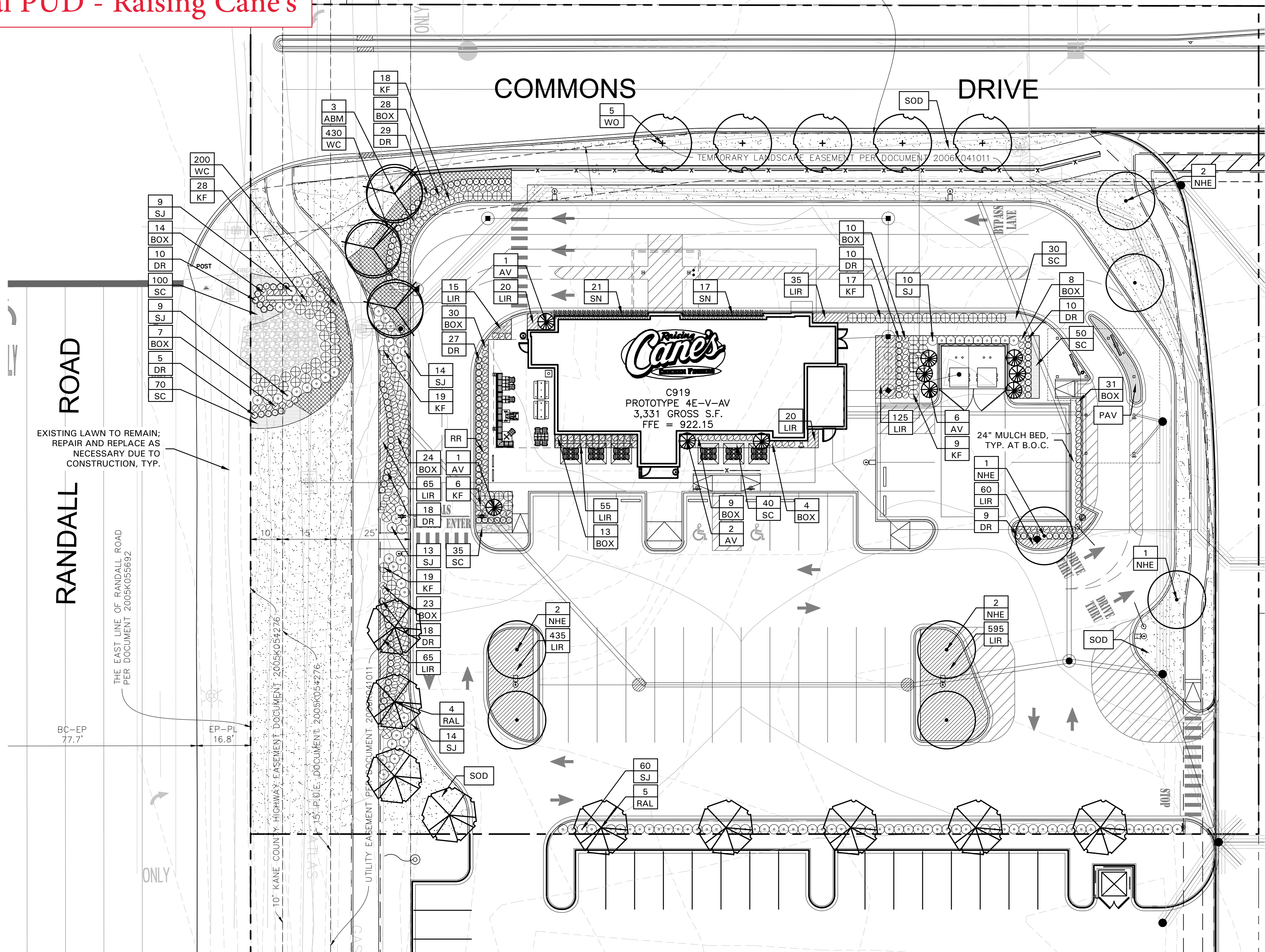
DATE 08/08/2022

JOB NO. 22029

EXH.

SHEET NO.

Exhibit D.f - Landscape -
Final PUD - Raising Cane's



PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
ABM	<i>Acer freemanii</i> 'Autumn Blaze'	Autumn Blaze Maple	3	3" cal.	B&B., 12' ht., 4' spread, 4' clear trunk, matching
NHE	<i>Ulmus carpinifolia</i> 'New Horizon'	New Horizon Smoothleaf Elm	8	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
RAL	<i>Tilia americana</i> 'Redmond'	Redmond American Linden	9	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
WO	<i>Quercus bicolor</i>	Swamp White Oak	5	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUND COVER					
AV	<i>Thuja occidentalis</i> 'Emerald Green'	Emerald Green Arborvitae	10	6' ht.	container grown, full to base, 36" spread
BOX	<i>Buxus</i> x 'Winter Gem'	Boxwood 'Winter Gem'	201	7 gal.	container full, 20" spread, 24" o.c.
DR	<i>Rosa</i> 'Red Drift'	Red Drift Rose	136	5 gal.	container full, 24" spread, 20" ht., 24" o.c.
KF	<i>Calamagrostis</i> x <i>acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	116	5 gal.	container full, 24" ht., 36" o.c.
LIR	<i>Liriope muscari</i> 'Big Blue'	Liriope 'Big Blue'	1490	4" pots	container full top of container, 12" o.c.
SC		Seasonal Color	325	4" pots	container full, 12" o.c., selection by Owner
SJ	<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper	129	5 gal.	container full, 24" spread, 36" o.c.
SN	<i>Salvia nemorosa</i> 'Rose Marvel'	Salvia Nemorosa 'Rose Marvel'	38	3 gal.	container full, 18" spread 18" o.c.
WC	<i>Euonymus fortunei</i> 'Coloratus'	Wintercreeper	630	4" pots	container (3) 12" runners min., 12" o.c.
MISCELLANEOUS					
PAV		Concrete Pavers			refer to 03/L1.02
RR		Native River Rock			2" - 4" dia., 4" depth rock mulch, typ. at planting adjacent to patio
SOD		Kentucky Bluegrass Fescue Mix			solid sod, refer to Solid Sod Notes
Poa pratensis	x <i>Festuca arundinacea</i>				

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD KENTUCKY BLUEGRASS FESCUE MIX, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.

CONCRETE PAVER NOTES

- CONTRACTOR SHALL ADHERE TO THE MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND ANY OTHER REQUIREMENTS OUTLINED BY THE MANUFACTURER FOR ALL PAVER INSTALLATION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO COMMENCING ANY WORK.
- CONCRETE PAVERS SHALL BE:
 - BELGARD® LEGACY SERIES
 - MODEL: HOLLAND STONE
 - PATTERN: HERRINGBONE
 - COLOR: CHARCOAL
- CONTRACTOR SHALL SUBMIT A STANDARD COLOR SAMPLE BOARD TO THE OWNER'S AUTHORIZED REPRESENTATIVE FOR FINAL COLOR SELECTION PRIOR TO PLACING ORDER.
- THE FINAL COLOR SELECTION SHALL BE MADE BY THE OWNER'S AUTHORIZED REPRESENTATIVE ON-SITE.
- CONCRETE PAVERS AVAILABLE FROM:

WWW.BELGARD.COM
- THE CONTRACTOR SHALL CONSTRUCT A SAMPLE PANEL 4'-0" BY 4'-0" ON-SITE, AT NO EXPENSE TO THE OWNER, FOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCING WORK.
- THE OWNER'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY AND ALL WORK EXECUTED BY THE CONTRACTOR WHICH DOES NOT MEET HIS/HER EXPECTATIONS AND THE MANUFACTURER'S SPECIFICATIONS.
- THE CONTRACTOR SHALL MAKE ANY MODIFICATIONS REQUIRED BY THE OWNER'S AUTHORIZED REPRESENTATIVE AT NO EXPENSE TO THE OWNER.

LANDSCAPE TABULATIONS
THE VILLAGE OF ALGONQUIN, ILLINOIS

RIGHT-OF-WAY LANDSCAPING REQUIREMENTS

- One (1) tree, 3" cal., per 40 l.f. of street frontage

Commons Drive: 316 l.f.	
Required	Provided
(8) trees, 3" cal.	(8) trees, 3" cal.

Randall Road: 185 l.f.	
Required	Provided
(5) trees, 3" cal.	(5) trees, 3" cal.

NON-RESIDENTIAL LANDSCAPING REQUIREMENTS

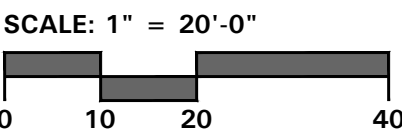
- Landscaping for each non-residential lot shall be a minimum of 20% of the total lot area.

Total Lot Area: 81,624 s.f.	
Required	Provided
16,324 s.f. (20%)	18,016 s.f. (22%)

PARKING LOT REQUIREMENTS

- One (1) shade tree, 3" cal., per 9 parking spaces is required for interior planted areas.
- Planting areas shall be a minimum of 200 s.f. in area.

Parking Spaces: 30 spaces	
Required	Provided
(4) trees, 3" cal.	(4) trees, 3" cal.



- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office



Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tel: 972-769-3100 Fax: 972-769-3101

STORE:
RAISING CANE'S
RESTAURANT

ALGONQUIN, IL
PROTOTYPE: P4E-V-Av
SCHEME: B
RESTAURANT #RC919

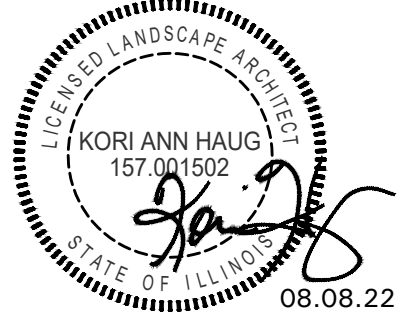


Lakewood, Ohio 44107
Fax 216 521-4824
www.adaarchitects.com

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PRELIMINARY

ENGINEER INFORMATION:



SHEET REVISIONS

#	DATE	TYPE
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LANDSCAPE
PLAN

PERMIT DATE:

JOB NO. 22029

L1.01

SHEET NO.



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: September 20, 2022

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Phone Equipment Surplus FY23*

Attached (1) please find a copy of equipment (57 devices) that are requested to be declared surplus. Equipment is replaced annually and re-sold. The Village will recover \$14,360.00 from the reselling of these phones, which is 70% (\$20,300) of the total cost for phones upgrade program. Total cost to upgrade 57 accounts is \$5,900. Damaged devices and protective cases account for the difference.

Staff recommends the declaration of surplus for said devices.

FY23 Phone Surplus List
Revision: 09/14/2022

Employee		IMEI	Equipment
Natalie Zine Cd	CDD	355541820418097	IPHONE 12 64 BLACK
Arps Cd	CDD	355541820100810	IPHONE 12 64 BLACK
Brian Martin Cd	CDD	355541820066110	IPHONE 12 64 BLACK
Fellows Cd	CDD	355541820063679	IPHONE 12 64 BLACK
Jason Shallcross Cd	CDD	352113530451256	IPHONE 12 64 BLACK
Kim Nix Cd	CDD	352113533649278	IPHONE 12 64 BLACK
Patrick Knapp Cd	CDD	352513429584333	IPHONE 12 64 BLACK
Matt Bajor Adm	GSA	356802119589892	IPHONE 11 64GB BLACK
Amanda Lichtenberger Adm	GSA	355541820207839	IPHONE 12 64 BLACK
Katie Gock Recreation Adm	GSA	355541820231631	IPHONE 12 64 BLACK
Michael Kumbera Adm	GSA	355541820117715	IPHONE 12 64 BLACK
Susan Skillman Adm	GSA	355541820256612	IPHONE 12 64 BLACK
Tim Schloneger Adm	GSA	355541820195927	IPHONE 12 64 BLACK
Todd Walker Adm	GSA	352113533593898	IPHONE 12 64 BLACK
Vanenkevort Stacey Adm	GSA	353253180918987	IPHONE 12 64 BLACK
Cso Sarah Peters Pd	PD	352904118804670	IPHONE 11 BLACK 64GB VZ
Amy Bucci Pd	PD	355541820008666	IPHONE 12 64 BLACK
Dennis Walker Pd	PD	352113530934590	IPHONE 12 64 BLACK
John Bucci Pd	PD	353253180529503	IPHONE 12 64 BLACK
Kory Koehler Pd	PD	352113530656912	IPHONE 12 64 BLACK
Robert Salazar Pd	PD	355541820233371	IPHONE 12 64 BLACK
Ryan Markham Pd	PD	352113530617385	IPHONE 12 64 BLACK
Supervisor Pd	PD	352113533990292	IPHONE 12 64 BLACK
Beat Phone 01 Pd	PD	352023218103030	IPHONE 12 64 BLACK
Beat Phone 02 Pd	PD	352023218196257	IPHONE 12 64 BLACK
Beat Phone 03 Pd	PD	352023218494231	IPHONE 12 64 BLACK
Beat Phone 04 Pd	PD	352023218390389	IPHONE 12 64 BLACK
Beat Phone 05 Pd	PD	352023218235303	IPHONE 12 64 BLACK
Mitchard Pwa	PW	355541820099053	IPHONE 12 64 BLACK
Zimmerman Pwa	PW	353719572615662	IPHONE 12 64GB PURPLE
Goad Gen Svcs	PW	355541820096737	IPHONE 12 64 BLACK
Kilcullen Gen Svcs	PW	352113530505945	IPHONE 12 64 BLACK
Pieri Gen Svcs	PW	352113533617218	IPHONE 12 64 BLACK
Bud Schuetz Gen Svcs	PW	355541820284739	IPHONE 12 64 BLACK
Slominski Gen Svcs	PW	352113530681647	IPHONE 12 64 BLACK
Jason Roth Gen Svcs	PW	353779331463135	IPHONE 12 64 BLACK
Nick Tepper Bldg Svcs	PW	355541820149684	IPHONE 12 64 BLACK
Griggel Fleet	PW	355541820022642	IPHONE 12 64 BLACK
Mike Reif Fleet	PW	355541820374662	IPHONE 12 64 BLACK
Voigts Bldg Svcs	PW	355541820404766	IPHONE 12 64 BLACK
Ed Hartmann 100 W	PW	355541820404873	IPHONE 12 64 BLACK
Hall 100 S	PW	355541820173338	IPHONE 12 64 BLACK
J Miller 100 W	PW	352113530652929	IPHONE 12 64 BLACK
Jason Schutz 50 S/50 W	PW	355541820047342	IPHONE 12 64 BLACK
Jonas 100 W	PW	355541820429409	IPHONE 12 64 BLACK
Mike Bania 100 W	PW	352113530586390	IPHONE 12 64 BLACK
Mike Harris 100 W	PW	352113530524227	IPHONE 12 64 BLACK
Utilities On Call 50 S/50 W	PW	352113533548058	IPHONE 12 64 BLACK
Kordecki 100 S	PW	353253180584276	IPHONE 12 64 BLACK
Pw Operations 100 S	PW	352023218126197	IPHONE 12 64 BLACK
Mike Harris 100 W	PW	352113530524227	IPHONE 12 64 BLACK
Fey-keane 100 W	PW	355541820064271	IPHONE 12 64 BLACK
Buchanan 50 S/50 W	PW	355541820464331	IPHONE 12 64 BLACK
Meyer Jason 100 W	PW	355541820881674	IPHONE 12 64 BLACK
Water Treatment On Call 50 S/50 W	PW	353253180908525	IPHONE 12 64 BLACK
UNASSIGNED 1	N/A		IPHONE 11 64 SPACE GRAY
UNASSIGNED 2	N/A		IPHONE 11 64 SPACE GRAY



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: September 15, 2022

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Designation of Funds for Future Vehicle Purchases*

The following memo provides a summary of the proposed purchase of two (2) vehicles for the Village's fleet. The Village continues to experience many challenges, including, supply chains, inflation, and labor/material shortages that greatly impact our ability to procure items such as vehicles and equipment.

Staff is proposing to purchase two (2) 2023 Ford Police Interceptor Hybrid vehicles at a total not-to-exceed cost of \$170,000 (\$85,000/each), in which delivery/payment is expected in FY 23/24. This total cost includes the vehicle plus all accessories such as light bars, equipment, computers, printers, cameras, DVR, radar, and graphics. These vehicles will replace two (2) 2017 Ford Police Interceptor Utility vehicles (#02 and #03), all which meet replacement criteria based on age, mileage, reliability, and service history.

Proposed Vehicle Purchase	Not to Exceed Amount	Replacing
2023 Ford Police SUV Hybrid	\$85,000	2017 Ford Police SUV (#02)
2023 Ford Police SUV Hybrid	\$85,000	2017 Ford Police SUV (#03)
TOTAL:	\$170,000	

With this action, the Village will designate funds for this purchase that will be reflected in our financial statements. Once we are able to take delivery and make payment in a future fiscal year (FY 23/24), we would make this draw from the designated fund balance and zero-out the liability. By entering into a purchase agreement now, we are able to lock-in our spot for purchase and avoid the ever-growing backlog for this equipment.

Recommendation

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution(s) at their meeting on October 4, 2022.

C: Mike Reif, Internal Services Supervisor
Ryan Markham, Deputy Police Chief

RESOLUTION NO. 2022 – R -

A RESOLUTION COMMITTING FUNDS FOR THE PURCHASE OF TWO 2023 FORD POLICE INTERCEPTOR HYBRID VEHICLES AND ASSOCIATED ITEMS

WHEREAS, the Village of Algonquin (“Village”) is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, the Village desires to maintain and cycle its municipal fleet to maximize efficiency, reliability, and to achieve the lowest total cost of operation; and

WHEREAS, current supply chain challenges have significantly extended the time to take delivery of many vehicles the Village requires to provide services; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to commit certain funds to accelerate the delivery of and the purchase of certain vehicles.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE OF ALGONQUIN, KANE
AND MCHENRY COUNTIES, ILLINOIS AS FOLLOWS:**

SECTION 1: The not-to-exceed sum of \$170,000.00 in the General Fund in the Capital Purchase line-item (01200200-45590) is hereby committed to the expenditures related to the purchase and upfit of two (2) 2023 Ford Police Interceptor Hybrid vehicles.

SECTION 2: The recitals set forth above are incorporated as part of this Resolution by reference.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: This resolution shall become effective upon passage, approval, and publication as provided by law.

DATED this _____ day of _____, 2022.

(SEAL)

APPROVED:

ATTEST:

Debby Sosine
Village President

Fred Martin
Village Clerk



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 13, 2022

TO: Tim Schloneger, Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Algonquin State Bank Building – Asbestos Abatement

Since the Village purchased the Algonquin State Bank building on South Main Street, staff has been working on addressing environmental issues in the building and on the site.

The Village hired True North Consultants to perform a Phase 1 Environmental study of the building and property. One of the items that they addressed was identifying where asbestos was located in the building in anticipation of demolishing the structure.

Their report was sent to three contractors who perform asbestos abatement. We received 2 proposals, the third had issues with getting the proposal to us so they were disqualified.

The two proposals are attached, one from Inland Environmental and the other from NES Environmental.

Inland performed the Asbestos abatement for the 20 E. Washington building/Doctor's office that was recently demolished and where we are currently building a new parking lot. They did a very good job and there were **no** issues with the demolition contractor finding additional material potentially driving the demo cost up. Inland's proposal for the Algonquin State Bank building is \$40,320.00.

NES Environmental has not done work for the Village and their base price was \$34,000.95. They have notations in the proposal for three alternatives that could drive the cost up. We have concerns with the potential price increase.

We are therefore recommending that the Village award the asbestos abatement work to Inland Environmental in the amount of \$40,320.00 due to our prior experience and the good work they did on the 20 E. Washington building.

Please advise if you have any questions.



July 6, 2022

VIA E-MAIL (johnheinz@algonquin.org) - 5 total pages

Mr. John Heinz, Project Engineer
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Subject: Asbestos Containing Material Abatement
For the Property Known As:
221 S. Main Street
Algonquin, Illinois 60102

Dear Mr. Heinz:

Inland Environmental Remedial Services, Inc. (Inland) is pleased to submit our proposal to the Village of Algonquin to perform the pre-demolition removal of asbestos containing materials (ACMs) in accordance with federal, state, and local requirements at above subject property hereafter referred to as the "Property".

According to the USEPA National Emissions Standards Hazardous Air Pollutants (NESHAP) and the Illinois Environmental Protection Agency (IEPA), all Regulated ACMs (RACMs) are to be properly removed and disposed prior to performing demolition of the structures. An abatement notification is to be submitted to the Illinois Environmental Protection Agency (IEPA) with a ten (10) business day waiting period for commercial buildings prior to starting the work.

This proposal was developed from our review of the Pre-Demolition ACM Survey completed by True North Consultants located in Naperville, Illinois, dated February 21, 2022, hereafter referred to as the "ACM Survey", our recent site walkover/reconnaissance, discussions with True North Consultants, and outlined by the following project understanding and scope of work:

PROJECT UNDERSTANDING:

It is our understanding that the following ACMs were identified at the Property for consideration of abatement prior to the demolition of the structures:

- First Floor IT Closet - 12" x 12" Viny; Floor Tile (VFT) Mastic Only: **40 Sq. Ft.**
- First Floor Back Entrance Stairwell - 1' x 1' Ceiling Tile Mastic (Glue Pucks): **120 Sq. Ft.**
- Main Entrance, Basement Stairwell; Lunch Room, Hallway, Coat Room, Storage Room - 12" x 12" Light Tan VFT Mastic Only: **1,400 Sq. Ft.**
- Basement File Room(s) - 9" x 9" Brown VFT & Mastic w/Double Layer and Cabinet Obstruction(s): **322 Sq. Ft.**
- Basement Main Lobby - VFT Residual Mastic: **1,400 Sq. Ft.**
- Basement Tunnel to Drive Thru - 12" x 12" Tan VFT & Mastic: **550 Sq. Ft.**
- Basement Hot Water Heater Room – Thermal Systems Insulation (TSI) over pipe runs: **40 Lin. Ft.**
- Basement Soffits, to Kitchen, and first Floor Additional TSI: **Quantity Unknown To be Determined.**
- Basement File Room TSI - Main Water Line Wrap: **50 Lin. Ft.**
- Basement File Room TSI Fittings - Main Water Line: **50 Fittings.**
- Drive-Thru Teller Area - 12" x 12" Black VFT w/Multiple Layers & Cabinet Obstructions: **112 Sq. Ft.**
- Drive-Thru Lobby Area - 12" x 12" Black VFT: **60 Sq. Ft.**
- Basement Water Heater Room Incinerator – TSI: **35 Sq. Ft.**

During the asbestos abatement activities, the work area will be regulated and utilize containment under negative high efficiency particulate air (HEPA) filtration. Air quality clearance analysis will be performed for re-occupancy of the work area specifically based upon the removal of Friable ACMs as required. An Illinois licensed air quality sampling professional and third-party accredited laboratory would be utilized to collect and analyze indoor air quality samples subsequent to the ACM abatement activities. Inland will report the results of analysis within 24 hours to Owner. Inland will remove all containments from the Property after receipt of proper air clearance results. Inland will initially provide an air clearance report for proceeding with the demolition of the structures and then later provide a letter report containing pertinent information for the permanent Property records which included the final asbestos waste disposal manifest records.

It is understood that additional ACM thermal systems insulation (TSI) were identified likely within the basement soffits and other concealed areas of the structure relating to the hot/cold water piping systems. Inland will assist the demolition contractor during the demolition activities for the removal of ACM TSI identified during the demolition activities for the further purpose of satisfying the requirements of 40 CFR Part 61, Subpart M which requires that a trained representative observe the demolition activities for the proper handling and disposal of the potential discovery of additional ACM during demolition.

SCOPE OF WORK:

Inland will include all labor, materials, equipment, personnel, air sampling, and proper disposal of the identified ACMs identified by the above project understanding in accordance with the Illinois Department of Public Health (IDPH), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), and the National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements to complete the work in a substantial workman like manner as follows:

1. Inland will submit notifications/permits which require a ten (10) business day wait for permit prior to performing the work. Inland will schedule the work for the first available date subsequent to the ten (10) business day wait or at a more convenient date to accommodate scheduling of the Owner.
2. The Owner will supply Inland with a clean source of water to complete the work and Inland will be given free and clear access to the Property. An additional charge of \$210.00/day for the use of a sufficient generator if electricity is not available at the Property.
3. The Owner will remove all items from the work area in advance of Inland's mobilization to the Property. Inland's proposal considers the removal of cabinets/obstructions from the basement areas and the Drive-Thru Teller area.
4. Inland will construct and regulate the ACM abatement areas with appropriate containments, proper HEPA negative air equipment, and facilities for employees.
5. Inland will complete ACM abatement and disposal activities of ACMs identified by the Project Understanding. ACM wastes will be collected each day.
6. Upon completion of the asbestos abatement activities, air quality sampling will be performed by an IDPH licensed Air Sampling Professional (ASP) based upon the friable nature of certain ACMs located at the Property.
7. Air quality samples will be collected and then analyzed by phase contrast microscopy (PCM) by an accredited third-party laboratory. Inland will report the results of sample analysis within 24 hours of receipt of analysis to the Owner.
8. The objective for clearance is 0.01 fibers per cubic centimeter (f/cc) of air for acceptable re-entry of personnel within the work area(s).
9. Subsequent to receipt of final payment, Inland will produce a letter report outlining the ACM abatement activities, waste disposal manifests, and personnel licensing for documenting this project.



Village of Algonquin Illinois
Asbestos Abatement Services Proposal:
221 South Main Street, Algonquin, IL.
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SCHEDULE OF COSTS:

The following schedule of costs are necessary for the completion of this project as follows:

1. Notification/Permitting/Administration Fees.....\$235.00
2. Mobilization, Installation/Removal of Containments\$800.00
3. ACM Abatement Per Project Understanding.....\$36,000.00
4. ACM Waste Permitting and Disposal Fees.....\$2,685.00
5. Air Clearance Analysis and Initial Report\$600.00

TOTAL COST PROPOSAL\$40,320.00

Additional Costs To Be Determined: With the understanding that additional ACM TSI is located within concealed areas of the structure, NESHAP Demolition asbestos services will need to be coordinated with the demolition contractor and Inland for the proper handling and disposal of these materials during the active demolition of the structure(s) as required. The cost of this additional service will be at the unit rate of \$137.00 and \$130.00 per hour for the Asbestos Supervisor and Worker(s) respectively, portal to portal, and additional ACM waste disposal will be at the cost of \$150.00 per cubic yard with a minimum charge (fee) of \$485.00.

TERMS:

A down payment of 1/3 of the total contract is requested upon authorization to proceed. A final invoice will be presented upon the completion of acceptable air clearance analysis and the remaining balance will be due at the time of presentation. Balances due over 30 days will have a 1.5 % finance charge compounded monthly. A 4% convenience fee will apply to all payments made by credit card. Subsequent to receipt of final payment, Inland will provide a letter report outlining the abatement activities including the waste manifest records. Inland will forward partial and final waivers of lien as well as certificates of insurance upon request. All work will be completed in accordance with Inland's Standard Services Agreement attached herewith.

AUTHORIZATION TO PROCEED

The undersigned is an authorized representative for the owner and authorizes Inland Environmental Remedial Services, Inc. to proceed in accordance with the above-stated scope of work and terms.

Date

Client's Printed Name

Authorized Signature

Title



Village of Algonquin Illinois
Asbestos Abatement Services Proposal:
221 South Main Street, Algonquin, IL.
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Should you have any questions, please do not hesitate to contact me directly. Thank you for the opportunity to provide our quotation for this important project.

Sincerely,
INLAND ENVIRONMENTAL

A handwritten signature in blue ink, appearing to read "David Frycek", is written over a horizontal line.

David Frycek
President

DF/mo

Attachment: Inland's Standard Environmental Services Agreement (2 pages).



Village of Algonquin Illinois
Asbestos Abatement Services Proposal:
221 South Main Street, Algonquin, IL.
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STANDARD SERVICES AGREEMENT

The following Services Agreement is entered into as of the first date of proposal acceptance between Inland Environmental Remedial Services, Inc. (Inland), an Illinois corporation, located at 5 Bartlett Road, Barrington, IL 60010, and the Village of Algonquin (the "Client/Owner"), located at 110 Meyer Drive, Algonquin, Illinois 60102 as an integral part of the entire agreement between the parties.

1. **NATURE OF ENGAGEMENT.** Client retains Inland to provide environmental services associated with various tasks outlined by our proposal (hereafter referred to as the "Services") in conjunction with this Services Agreement. Inland's proposal and Services Agreement are collectively referred to herein as the "Agreement."

2. **CHANGES IN SCOPE OF SERVICES.** Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to Inland's approval. Simplified proposals, purchase orders, or notifications in writing must be provided to confirm project direction and understanding between the parties within a reasonable time as not to cause any delay with the project schedule in addition to verbal requests and discussions in connection with any request by the Client or necessary requirement to complete the project to perform additional Services not expressly set forth in the Proposal. Inland will be additionally compensated at its standard rates plus out-of-pocket expenses with markup for overhead and profit unless as lump sum fees are agreed upon between Client and Inland in writing.

3. **STANDARD OF CARE.** Inland will perform the Services in accordance with the generally accepted and currently recognized practices of its profession and applicable federal, state, and local law, rules and regulations. Inland makes no other warranty, express or implied, with respect to its rendering of services to Client. Inland shall indemnify, defend, and hold Client harmless for breach of warranty or terms of the Agreement, except in no event and under no circumstances shall Inland be liable for claims by third parties against the Client, nor for any special, incidental, indirect or consequential damages, including lost profits, to the Client or any other person or entity.

4. **COMPENSATION AND PAYMENT.** (a) Inland will be compensated for its services on as set forth by lump sum fees outlined by the Services proposal/contract as well as any other authorized time and materials tasks requested by inland which are requested by the client. In addition, Inland will be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of its Services. Inland will submit invoices to the Client on a monthly basis and payment is due within 30 days after the date of the bill. If payment is not made within that 30-day period, interest will be chargeable to Client at a rate that is 1.5% per month. In addition, after giving seven days prior written notice to Client, Inland may suspend its Services until Inland has been paid in full, or, at Inland's election, terminate the Services. If the Services are renewed, Client shall reimburse Inland for all its costs related to the suspension and startup. Inland's compensation is not contingent upon the result of any Services or upon any transaction involving Client or any property that is the subject of the Services.

5. **TERMINATION.** (a) Client may terminate Inland's Services upon one-day prior written notice to Inland in the event Inland fails to perform the Services as required in this Agreement. (b) Inland may terminate its Services in accordance with paragraph 4(a) above. Upon termination under any of subparagraphs (a), or (b), Inland shall be paid the total fee of all Services rendered and costs incurred and performed in accordance with the standard of care in paragraph 3 above to the date of termination, plus all reasonable costs it incurs as a result of the termination.

6. **PROJECT DOCUMENTS.** The Project Documents are for Client's use only and may not be transferred or disclosed to any third party without Inland's prior written consent, unless required by an order issued by a court, an administrative agency, or other authority with proper jurisdiction. No third party may use or rely on any of the Project Documents. If Client breaches any of the above provisions, Client shall indemnify Inland from and against all claims, losses, damages, and liabilities arising out of or in any way connected with any such breach. In return for Inland's relinquishments of ownership of the Project Documents, Client further agrees to compensate Inland for any time and expenses incurred by Inland in the defense of any such claims, in accordance with Inland's prevailing fee schedule and expense reimbursement policy.

Village of Algonquin Illinois
Asbestos Abatement Services Proposal:
221 South Main Street, Algonquin, IL.
Page 6 of 6

7. **NOTICES.** All notices provided for this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through facsimile, E-Mail, the United States mail, certified mail, return receipt requested, to the last known address of the party entitled thereto. Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto, and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

8. **INDEPENDENT CONTRACTORS.** The Client acknowledges that Inland is an independent contractor, and that nothing herein shall be construed to establish any partnership, joint venture, principal/agent or any other relationship.

9. **WASTE MANAGEMENT INDEMNIFICATION.** Client agrees to indemnify and hold harmless Inland and its officers, directors, employees, agents, and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of: 1) bodily injury, property damage, contamination of or adverse effects on the environment arising out of the performance of Work with respect to Client's waste materials; 2) arranging for transportation and disposition of Client's waste material, to include the signing of Generator Certifications, Waste Profiles, and Waste Manifests during the performance of Work at the Client's property, except if such liability arises out of a negligent act or negligent omission by Inland.

10. **MISCELLANEOUS.** (a) This Agreement shall be deemed entered into in Cook County, Illinois, and shall be governed by the laws of the State of Illinois, excepting its conflict or choice of law or forum selection rules, which would select the law of a different state or another forum. Any litigation between the parties concerning this Agreement shall be prosecuted and defended exclusively in Cook County, Illinois. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate. (b) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect. (c) This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representatives, covenants, or understandings of any kind other than those expressly contained in this Agreement. This Agreement may only be amended by a written instrument executed by duly authorized representatives of the parties hereto. (d) Inland shall not be liable or responsible for any delay caused by any contingency beyond its reasonable control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies nor any requirement of or relating to collective bargaining agreements whatsoever. (e) Inland shall be entitled to recover reasonable attorney's fees, court costs and expenses incurred in connection with the prevailing enforcement of this Agreement or the collection of any outstanding contract balance and/or interest. (f) As used in this Agreement, "Indemnify" means to hold Inland, its officers, directors, agents and employees harmless from and against all claims, losses, damages and liabilities, whether arising from personal injury, property damage or otherwise, including reasonable attorneys' fees and other costs of defense.

11. **INSURANCE.** Inland will continue in full force and effect during the performance of the Work, the types and minimum amounts of insurance as required for maintaining in good standing with the Asbestos Abatement Contractor's Insurance Requirements of the Illinois Department of Public Health and will provide copies of certificates of insurance at the request of the Client.

12. **CONFIDENTIALITY.** Unless required by an order issued by a court, an administrative agency, or other authority with proper jurisdiction, Inland shall not disclose any data or information that it gives to the Client or that the Client gives to Inland in connection with the Services provided for in this Agreement. Inland agrees to treat all of the foregoing as confidential with the exception of data or information in the public domain. The Client acknowledges that certain governmental agencies have mandatory contaminant reporting requirements that may apply to Inland and the Client. Client and Inland shall cooperate with one another in complying with such laws. If Inland believes that any disclosure of such information is required by law, Inland will advise the Client of the same in writing within a reasonable time prior to such disclosure so as to enable the Client to review and comment on such proposed disclosure.

.....
IN WITNESS WHEREOF, the Client has executed this Agreement as of the date the proposal acceptance.



195 Industry Ave.
Frankfort, IL 60423
708.478.5497

Proposal prepared for Village of Algonquin

John Heinz

Former Algonquin State Bank

Located at

221 South Main Street
Algonquin, IL.

NES Environmental Proposal (8-01-2022)
Prepared by: Charles Carter



195 Industry Ave.
Frankfort, IL 60423
708.478.5497

PROPOSED SCOPE OF WORK

NES Environmental will furnish labor, materials and equipment to perform the following scope of work associated with this project:

BASE SCOPE OF WORK FOR PRE-DEMO

NES will conduct abatement under NESHAP of the following items:

- 12x12 floor tile and mastic located on 1st floor IT closet- 40 sf
- 1'x1' ceiling tile glue pucks located in back entrance stairwell- 120 sf
- 12x12 floor tile and mastic located at main entrance, basement stairwell, lunchroom, hallway, coatroom, and storage room- 1,400 sf
- 9x9 brown floor tile and mastic located in basement file room and basement stairwell closet- 300 sf
- residual black mastic located in basement main lobby- 1,400 sf
- 12x12 tile and mastic located in tunnel- 550 sf
- pipe insulation located in basement water heater room approx.- 40 lineal feet
- pipe insulation on main water line located in basement file room- 50 lineal feet
- fittings located in basement file room- 50 fittings
- 12x12 floor tile and mastic located in drive through lobby- 60 sf
- incinerator lining located in basement water heater room- 25 sf

Alternate 1

As some fittings and piping may be hidden behind walls and ceilings. NES proposes a per lineal foot and per fitting price to be used as a unit cost. \$20 per lineal foot and \$25 per fitting

Alternate 2

With acceptance of Alternate 2 by the client, NES shall provide for a 3rd party to perform air clearances on the final day of this project at the additional cost of \$900.

Alternate 3

With acceptance of Alternate 3 by the client, NES shall provide for a 3rd party to perform daily air monitoring and run air clearance on final day of work for the cost of \$900 per shift

Notice: This scope of work and any description of the means and methods to be utilized in executing the scope does not constitute a design and is for informational purposes only.

Any alterations/deviations from the original scope of work, plans, or specifications will be executed only by written orders for the same and will be added to or deducted from the amount quoted in this proposal. All changes must be in writing.



195 Industry Ave.
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Description

Notification

Mobilization

Supervision

Labor

Materials

Asbestos Disposal

Alternate 1: \$20 per lineal foot and \$25 per fitting

Alternate 2: Third party air clearance only \$900

Alternate 3: Third Party Daily Air Monitoring \$900 per shift

Base Total

\$34,000.95

Alternate Lump Sum Pricing is not included in "Base Total" Pricing above. By accepting Alternate Pricing you agree to pay the amount displayed in Base Total pricing above plus the amount for all accepted alternate items.



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CLARIFICATIONS

CLARIFICATIONS:

- > Estimated shifts to complete: 4 to 6
- May vary based on crew size and scope availability
- Additional mobilizations are charges at \$2,000 each
- > OSHA required personnel air monitoring is included
- > Building will be demolished and is priced based on building being demolished.
- > Work will be performed by properly trained, certified, and licensed personnel
- > Work will be performed by NES' own union labor forces
- > NES may employ subcontractors as necessary in their trade of expertise to compliment and/or supplement NES' execution of this scope of work at its own discretion
- > NES' will have exclusive access to work area
- > Environmental notifications (i.e., EPA 10-day notification, local notifications) are included
- > Work will be conducted on non-premium time shifts
- NES may opt to work 4 ten hour shifts
- > Client to provide water and electric at no cost to NES
- > Client to provide location for dumpsters near building
- > NES will not be responsible for any damage to building including damage caused by demoing to access wet walls and piping.



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Frankfort, IL 60423
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EXCLUSIONS

EXCLUSIONS:

- > Structural demolition is excluded from this scope of work
- > Permits (other than EPA notification) are excluded
- > Clearance and daily air monitoring is excluded
- > Work in areas not identified by the drawings is excluded
- > Removal/relocation of room contents is excluded
- > Cut/cap/make safe of MEPs/HVAC is excluded
- > Replacement of materials, patching, preparing surface to accept new work is excluded
- > Salvaging materials for reuse is excluded
- > Overtime is excluded
- > Shoring/bracing is excluded
- > Demolition of MEPs is excluded
- > Payment and performance bond is excluded



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DISCLAIMERS

THERMAL SYSTEM INSULATION DISCLAIMER

NES cannot guarantee the condition of piping under existing insulation. Piping may be degraded and significantly compromised under the insulation. Removal of insulation may expose leaks or other anomalies that may need to be addressed by other trades. It is recommended that the client have appropriate personnel on site or on call to address any issues that may occur. NES is not responsible for damage caused by leaks that are exposed as a result of the removal of existing insulation.

FLOORING SUBSTRATE DISCLAIMER - CHEMICAL ABATEMENT

NES will be conducting chemical abatement of flooring adhesives. NES will exercise due care in the application of mastic remover and neutralization per manufacturer's recommendations. NES does not guarantee the condition of the substrate prior to, during, or after abatement. Cracks and pores in the substrate may retain mastic remover, and other conditions of the substrate, known and unknown, may result in the failure of new floor coverings. It is the responsibility of the party performing the installation of the new floor covering to verify that the substrate is in a condition to accept the new floor covering including any testing or addition floor prep measures.

ACTS OF GOD NOTICE:

Pricing may not be valid in the event of significant increases in the cost of materials due to ACTS OF GOD, such as the COVID-19 pandemic, limiting necessary supplies/materials, fuel, or disposal costs. Additionally, work may be delayed to no fault of NES due to labor or material not being available because of supply chain, economic disruption, natural disasters, acts of war/terrorism, or other acts of god. NES will not be responsible for additional costs associated with such delays.



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TERMS & CONDITIONS

This proposal is valid for 10 days from the date of issue. Proposals not accepted within this period shall be subject to reevaluation at the discretion of NES.

This proposal and all attachments shall be included, attached to, and incorporated into any agreement associated to this project between NES and the client.

This project will require this proposal to be signed and returned prior to scheduling and applying for permits and notifications.

Balance is due within 30 days of invoice.

Unpaid balances will be subject to a 1.5% service fee per month from the date of invoice.

Credit card payments will be subject to a 3% service fee.

Confidentiality Notice

This proposal contains privileged and confidential information which may include trade secrets and is therefore intended solely for the customer named in this proposal. Any unauthorized review, use, dissemination, distribution, downloading or copying of this proposal or any element herein is strictly prohibited. If you have not been authorized to receive this document by NES, Inc. dba NES Environmental you must delete and destroy any and all copies in your possession. If this proposal or any elements herein are conveyed within the customer, this statement must be included.



195 Industry Ave.
Frankfort, IL 60423
708.478.5497

ACCEPTANCE

By signing below, I accept and agree to the terms and conditions of this proposal.

Authorized Signature

Your Name:

Today's Date:

Signature:



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 15, 2022

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Construction Management Services – Kelliher & Willoughby Park
Tennis/Pickleball Courts*

Attached you will find a proposal from Christopher Burke Engineering for construction management services in the amount of \$24,975.00 for Kelliher & Willoughby Farms Park Tennis/Pickleball Court Project. Construction management services for this project were passed as part of the 2022–2023 FY budget in account 06900300-42232, Park Improvement Fund, in the amount of \$45,000.00. Construction for this project involves changing the tennis courts at Kelliher park to pickleball courts as well as installing underdrains, re-constructing the tennis courts at Willoughby Farms Park as well as installing underdrains, and installing a wind screen around the pickleball court in Stoneybrook Park.

CBBEL was the design engineer for this project. Therefore, they are intimate with the plan set and the required inspection time needed to ensure a quality built project. They are also familiar with the specifications needed to construct the project in order to review and approve materials and shop drawings.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Kelliher & Willoughby Farms Park Tennis/Pickleball Court Project to Christopher Burke Engineering for \$24,975.00.

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

The Village of Algonquin is requesting a proposal for Phase III Engineering Services for the Kelliher & Willoughby Tennis/Pickle Ball Court Reconstruction and Drainage Project.

III. SCOPE OF SERVICES

A. Phase III Engineering

1. Preconstruction Services

- Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; None
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.); None
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Provide information to the Village so you can update your website with construction updates.

2. Shop Drawing Review

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

3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Construction Observation of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Provide Weekly Progress Updates to Village Staff.

4. Construction Documentation

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

5. Closeout

- Develop and ensure completion of “Punch List”;
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village’s approval.
- Verify all necessary material inspection has been received and documented.

IV. MAN-HOURS & FEE SUMMARY

A. Phase III Engineering

We will provide these services on a Time and Materials basis at a rate of \$185 (Engineer V) per hour for a not to exceed fee of \$24,975.

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 9/15/2022

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	200
Engineer V.....	185
Engineer IV.....	155
Engineer III.....	135
Engineer I/II.....	110
Survey V.....	173
Survey IV.....	179
Survey III.....	174
Survey II.....	143
Survey I.....	108
Engineering Technician V.....	173
Engineering Technician IV.....	138
Engineering Technician III.....	120
Engineering Technician I/II.....	100
CAD Manager.....	184
CAD II.....	135
GIS Specialist III.....	146
GIS Specialist I/II.....	94
Landscape Architect.....	166
Landscape Designer I/II.....	94
Environmental Resource Specialist V.....	169
Environmental Resource Specialist IV.....	146
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	90
Environmental Resource Technician.....	114
Administrative.....	105
Engineering Intern.....	49

Updated March 29, 2022