

**PUBLIC MEETING NOTICE AND AGENDA
VILLAGE OF HUNTLEY
VILLAGE BOARD MEETING**



**THURSDAY, MARCH 10, 2022
7:00 P.M.**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations:
 - a) Introduction of New Police Officers
 - b) Special Recognition of Huntley Park District Director of Parks & Facilities Paul Ostrander's Retirement
5. Public Comments
6. Consent Agenda: All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a Roll Call Vote. If further discussion is needed, any member of the Board may request that an item be moved off of the Consent Agenda to Items for Discussion and Consideration.
 - a) Consideration – Approval of the February 10, 2022 Village Board Meeting Minutes
 - b) Consideration – Approval of the March 10, 2022 Bill List in the Amount of \$300,747.74
 - c) Consideration – An Ordinance Establishing Special Service Area Number 17 (Cider Grove – Unit 2) for Maintenance Services
 - d) Consideration – A Resolution Authorizing a Fireworks Display Agreement with the Huntley Park District for July 4, 2022
7. Items For Discussion and Consideration:
 - a) Consideration – An Ordinance Approving an Amendment to a Special Use Permit for a Recreational Vehicle Sales and Service use in the "C-2" PDD - Regional Retail Planned Development District for General RV, 14000 Automall Drive
 - b) Consideration – A Resolution Approving and Authorizing Execution of a Property Purchase and Sale Agreement with Billitteri Enterprises, LLC for the sale of 11808 Coral Street
 - c) Consideration – An Ordinance Authorizing the Approval and Execution of a Redevelopment Agreement between the Village of Huntley and Billitteri Enterprises, LLC for the Redevelopment of the Property at 11808 Coral Street

- d) Consideration – An Ordinance Approving (i) a Preliminary and Final Plat of Subdivision; (ii) Special Use Permit for a Restaurant; (iii) Special Use Permit for Multi-Family Dwellings Above First Floor Business Uses; and (iv) Special Use Permit for a Preliminary and Final Planned Unit Development, including any necessary relief, for the Redevelopment for the Former Huntley Fire Protection District Station One, 11808 Coral Street
- e) Discussion – Authorization to Seek Bids for Infrastructure Improvements Related to the Woodstock Street Parking Lot and Additional Downtown On-Street Parking
- f) Discussion – Proposed Additional Signage on Sun City Boulevard to Enhance Driver Awareness of the Designated On-Street Parking Condition on the Westbound Traffic Lane Between Del Webb Boulevard and Crestview Drive
- g) Consideration – A Resolution Approving a Base Bid Award to Manusos General Contracting for the East WWTP UV Disinfection System Replacement in the amount of \$524,000
- h) Consideration – A Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for Construction Engineering Services for the East WWTP UV Disinfection System Replacement in an Amount Not to Exceed \$24,664
- i) Consideration – Approval of the Village of Huntley 2022 Street Improvement Program:
 - i. Approval of a Resolution to Appropriate \$1,500,000 in Motor Fuel Tax Funds for Contract Construction for the 2022 Street Improvement Program
 - ii. Approval of a Resolution Authorizing a Bid Award and Construction Contract with Geske and Sons, Inc. in the Bid amount of \$1,946,875.26 for the 2022 Street Improvement Program
- j) Consideration – A Resolution Approving a Proposal for Professional Construction Engineering Services for the 2022 MFT Street Improvement Program – Christopher B. Burke Engineering, Ltd in an Amount Not to Exceed \$140,000
- k) Consideration – An Ordinance Amending the Huntley Code of Ordinances – Title XI Business Regulations, Chapter 110 Alcoholic Beverages to Create a Class “D-1” Liquor License Classification to Allow for the Retail Sale of Beer and Wine in the Sealed Original Package at Businesses Engaged in the Sale of Gasoline or Gasoline-Related Products

8. Village Attorney’s Report

9. Village Manager’s Report

10. Village President’s Report

11. Unfinished Business

12. New Business

13. Executive Session: (if necessary)


14. Possible Action on any Closed Session Item

15. Adjournment

MEETING LOCATION

Village of Huntley Municipal Complex
10987 Main Street
Huntley, IL 60142

The Village of Huntley is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact Mr. David Johnson, Village Manager at 847-515-5200. The Village Board Room is handicap accessible.



David J. Johnson
Village Manager

To view Board Meetings live online, click on the link as noted on the Village website at
www.huntley.il.us

The live feed becomes active once the meeting begins.



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: Special Presentations
a) Introduction of New Police Officers
b) Special Recognition of Huntley Park District Director of Parks & Facilities Paul Ostrander's Retirement

Department: Village Manager's Office

- a) Chief Porter will introduce our new Police Officers.
- b) Mayor Hoeft will recognize Paul Ostrander, Director of Parks & Facilities, on his retirement from the Huntley Park District.

Mr. Ostrander has been with the Park District since 1989 and has worked closely with the Village Staff on many projects, developments, and events.



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration: Approval of the February 10, 2022 Village Board Meeting Minutes**

Department: **Village Manager's Office**

The following Minutes are presented for Village Board Approval:

- February 10, 2022 Village Board

ACTION REQUESTED

A motion of the Village Board to Approve the February 10, 2022 Village Board Meeting Minutes.

**VILLAGE OF HUNTLEY
VILLAGE BOARD
February 10, 2022
MEETING MINUTES**

CALL TO ORDER:

A meeting of the Village Board of the Village of Huntley was called to order on Thursday, February 10, 2022 at 7:00 p.m. in the Municipal Complex, Village Board Room, 10987 Main St., Huntley, Illinois 60142.

ATTENDANCE:

PRESENT: Mayor Timothy Hoeft; Trustees: Ronda Goldman, Mary Holzkopf, Niko Kanakaris, Curt Kittel, Harry Leopold, and JR Westberg.

ABSENT: None

IN ATTENDANCE: Village Manager David Johnson, Deputy Village Manager Lisa Armour, Management Assistant Barbara Read, Director of Development Services Charles Nordman, Director of Public Works and Engineering Tim Farrell, and Village Attorney Betsy Gates-Alford.

PLEDGE OF ALLEGIANCE: Mayor Hoeft led the Pledge of Allegiance.

PUBLIC COMMENTS: None

CONSENT AGENDA:

All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a Roll Call Vote. If further discussion is needed, any member of the Board may request that an item be moved off of the Consent Agenda to Items for Discussion and Consideration.

- a) Consideration – Approval of the January 13, 2022 Village Board Meeting Minutes
- b) Consideration – Approval of the February 10, 2022 Bill List in the Amount of \$378,969.72
- c) Consideration – A Resolution Authorizing a Professional Services Agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for IL Route 47 Roadway Lighting Feasibility Study
- d) Consideration – A Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for the Nutrient Assessment Reduction Plan (NARP) Phase 2 (Modeling) in the Amount of \$70,900

Mayor Hoeft asked if the Village Board had any comments or changes to the Consent Agenda; there were none.

A MOTION was made to approve the February 10, 2022 Consent Agenda.

MOTION: Trustee Kanakaris
SECOND: Trustee Goldman
AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg
NAYS: None
ABSENT: None
The motion carried: 6-0-0

ITEMS FOR DISCUSSION AND CONSIDERATION:

- a) Consideration – Appointment of Laura Mraz to the Police Pension Board

Mayor Hoeft reported a vacancy currently exists on the Police Pension Board. After 21 years of service, Nancy Topalovich, has elected to step down. The Pension Board consists of two active police officers, one retiree, and two appointments by the Village President with the advice and consent of the Village Board of Trustees.

Staff Analysis

Mayor Hoeft recommended the appointment of Laura M. Mraz to the Police Pension Board. Laura is the President and Owner of LMM & Associates Inc. located in Huntley. She has a background in taxes, accounting, and financial strategies.

Financial Impact

None.

Legal Analysis

Pursuant to 40 ILCS 5/3-128 (from Ch. 108 1/2, par. 3-128) Board created; A board of 5 members shall constitute a board of trustees to administer the pension fund and to designate the beneficiaries thereof. The board shall be known as the "Board of Trustees of the Police Pension Fund" of the municipality. Two members of the board shall be appointed by the mayor or president of the board of trustees of the municipality involved.

Mayor Hoeft asked if the Village Board had any comments or questions; there were none.

A MOTION was made to approve the appointment of Laura Mraz to the Village of Huntley Police Pension Board.

MOTION: Trustee Westberg
SECOND: Trustee Kittel
AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg
NAYS: None
ABSENT: None
The motion carried: 6-0-0

- b) Consideration – A Resolution Authorizing the Village of Huntley to enter into a Multi-Year Letter of Understanding with the Huntley Park District for the use of Village owned property / Donald Drive Field from 2022-2026

Management Assistant Barb Read said the Village is in receipt of a request from the Huntley Park District to use the open space behind the Public Works facility along the east side of Donald Drive. The request includes use of the property for youth soccer and t-ball for the months of April through October. The Park District has used this property previously for smaller soccer fields for the 3 – 8 year old age group.

Staff Analysis

The Village has had a Letter of Understanding with the Park District to use the Donald Drive Field since 2017, at no charge, to the Park District for their 3 – 8 year old age soccer and t-ball teams. The current request is to also allow the Park District to schedule use and charge a fee to an affiliate organization. In follow up contact with the Park District the intended user for the use of the field, if needed, would be the Heat United Soccer Club; this is a new request. The times and days of use would remain the same.

If authorized by the Village Board, a Letter of Understanding will be presented to the Park District giving permission to use the field behind the Public Works facility on Donald Drive for the years 2022 through 2026 (5-years) under the following, but not limited to the following conditions:

1. The Park District will use the space on Monday-Friday evenings for four regular soccer fields from 5:00 p.m. – 8:00 p.m. during the months of April and May and August through October (the number of fields would change to six if the Park District rents space to Heat United Soccer Club);
2. The Park District will use the space on Monday-Friday evenings for t-ball fields from 5:00 p.m. – 8:00 p.m. during the month of June and July;
3. The Park District agrees to mow the site and mark the fields, as necessary;
4. The Park District will place two port-a-potties on the site;
5. The Park District will place and maintain trash and recycling receptacles on the property;
6. Temporary fencing will be installed behind the goals, as in past years, to prevent soccer balls from crossing Donald Drive as well as a second layer of temporary fencing to provide a walkway between the soccer fields and the parking along Donald Drive;
7. The Park District will encourage parking on the east side of the fields, via signage and parental notification, to minimize the number of vehicles parking on Donald Drive;
8. The Village requires the Park District to notify the participating families that there is no parking in the Green Trees Apartment parking areas and that anyone blocking the entrances to driveways on Donald Drive may be ticketed;
9. The Park District will provide the required waivers and certificates of insurance;
10. The Park District will require Heat United Soccer Club to provide a Certificate of Insurance listing the Village of Huntley as also insured; and
11. If the Park District wishes to allow any other group other than the Heat United Soccer Club to use the field, notification to the Village Manager's Office is required along with a separate Certificate of Liability Insurance listing the Village as also insured;
12. Either party may, with or without cause, terminate this Letter of Understanding upon not less than 60 days written notice.

Financial Impact

The Village will see a positive financial impact with the reduction of costs involved in maintaining this area as the Park District will be responsible for its maintenance during its use.

Management Assistant Read said Mr. Scott Crowe, Executive Director of the Park District was in attendance to answer any questions or concerns.

Trustee Kanakaris questioned who would receive the fees charged by the Park District if they subleased the field to another user and stated that he was not in favor of the Park District profiting off of Village owned property.

Trustee Kittel expressed his concern about the parking on Donald Drive and asked that the Park District post signage directing parents to park on the grassy lots along the east side of the fields and to notify parents to encourage safety when dropping or picking their children up from soccer.

Trustee Goldman agreed with Trustee Kittel saying the parking and traffic along Donald Drive needs to improve. Trustee Goldman also said the Park District should be cognizant of the Green Trees development at the corner of Donald Drive and Main Street and to encourage parents to drive safer.

Trustees Westberg and Holzkopf also agreed that the parking and traveling along Donald Drive needs to improve and were not in favor of the Park District charging a fee to a second user.

Executive Director Scott Crowe thanked the Village Board for their input and would look into signage for parking.

Mayor Hoeft concluded the discussion suggesting the Village Board consider the Letter of Understanding in the format as approved in previous years and to not include language allowing the Park District to sublease the fields to another user.

Mayor Hoeft asked if the Village Board had any additional comments or questions; there were none.

A MOTION was made to approve a Resolution Authorizing the Village of Huntley to enter into a Multi-Year Letter of Understanding with the Huntley Park District for the use of Village owned property / Donald Drive Field from 2022-2026 as amended without including affiliated fees by the Park District subleasing to another user.

MOTION: Trustee Westberg

SECOND: Trustee Holzkopf

AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

- c) Consideration – A Resolution Approving and Authorizing Execution of a Property Purchase and Sale Agreement with the Huntley Fire Protection District for 11808 Coral Street (former Fire Station One)

Village Manager Johnson reported that the Village and the Huntley Fire Protection District have negotiated a Purchase Contract for the Village's purchase of the property at 11808 Coral Street (former Fire Station One). The intent of the purchase is to acquire the property and then, subject to the terms and conditions of a separate purchase and sale agreement and redevelopment agreement, convey a portion of the property to a developer for mixed-use development.

Staff Analysis

Subject to the Village's acquisition of fee title to the Fire District Property at 11808 Coral Street, the Village intends to re-sell a portion of the property for private development. The sale would be subject to a redevelopment agreement that provides for conversion of the existing fire station building into a mixed-use development containing a ground floor restaurant and 18 apartment units (two studio, nine one-bedroom, and seven two-bedroom units on three upper floors).

2022-2025 Strategic Plan Alignment

The Strategic Plan identifies "*Strong Local Economy*" as a strategic focus and the following goals: "*Location of Choice for Residents,*" "*Location of Choice for New and Expanding Businesses of all Sizes,*" and "*A Vibrant Downtown Gathering Place.*" The addition of housing units in the downtown would create diversity in available housing options, while the addition of a restaurant will offer new dining opportunities. Additional commercial development in the downtown would also enhance its location as a gathering place and reinforce the economic vitality of the area.

Financial Impact

Purchase price of the property is \$375,000. The Village will pay \$187,500 at closing and will make five annual payments of \$37,500 with the first payment to be made in 2023. A budget amendment will be required.

Legal Analysis

The Village Attorney has prepared the resolution for Village Board consideration.

Mayor Hoeft asked if the Village Board had any comments or questions; there were none.

A MOTION was made to approve a Resolution Approving and Authorizing Execution of a Property Purchase and Sale Agreement with the Huntley Fire Protection District for 11808 Coral Street (former Fire Station One).

MOTION: Trustee Kanakaris

SECOND: Trustee Goldman

AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

- d) Consideration – A Resolution Regarding Potential Disposition of Property Within the Huntley Downtown TIF District and Inviting Submission of Alternative Bids And Proposals, 11808 Coral Street

Village Manager Johnson reported subject to the Village's acquisition of fee title to the Fire District Property at 11808 Coral Street, the Village intends to sell a portion of the property to a developer. The sale would be subject to a redevelopment agreement that provides for conversion of the existing fire station building into a mixed-use development containing a ground floor restaurant and 18 apartment units (two studio, nine one-bedroom, and seven two-bedroom units on three upper floors).

Staff Analysis

The property has been for sale since the Fire District relocated its headquarters and Station One to the 11118 Main Street location in 2020. A developer approached the Village last year regarding interest in acquiring the property and repurposing it as described above subject to TIF assistance. Consistent with Section 74.4-4(c) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-4(c), the Village is required to notice other interested parties, if any, of the opportunity to submit alternative proposals or bids for the purchase and redevelopment of the property. The deadline for submission of alternative proposals is February 24th.

2022-2025 Strategic Plan Alignment

The Strategic Plan identifies *“Strong Local Economy”* as a strategic focus and the following goals: *“Location of Choice for Residents,” “Location of Choice for New and Expanding Businesses of all Sizes,”* and *“A Vibrant Downtown Gathering Place.”* The addition of housing units in the downtown would create diversity in available housing options, while the addition of a restaurant will offer new dining opportunities. Additional commercial development in the downtown would also enhance its location as a gathering place and reinforce the economic vitality of the area.

Financial Impact

None.

Legal Analysis

The Village Attorney has prepared the required resolution regarding submittal of alternative proposals or bids for the property at 11808 Coral Street.

Mayor Hoeft asked if the Village Board had any comments or questions; there were none.

A MOTION was made to approve a Resolution Regarding Potential Disposition of Property Within the Huntley Downtown TIF District and Inviting Submission of Alternative Bids And Proposals, 11808 Coral Street.

MOTION: Trustee Goldman
SECOND: Trustee Kittel
AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg
NAYS: None
ABSENT: None
The motion carried: 6-0-0

- e) Conceptual Review – Billitteri Enterprises, LLC for Redevelopment of the Fire District Station One Property at 11808 Coral Street for Restaurant and Apartments

Village Manager Johnson stated Joe Billitteri of Billitteri Enterprises LLC, Larry Farhenkopf Architect, Jon Curtis Developer, and Dan Hart owner of DC Cobbs were in attendance this evening and that they will be available to answer the Village Board questions following the concept review.

Village Manager David Johnson reviewed a power point presentation stating the Village Board approved the Downtown Revitalization Plan in September, 2010 and has worked diligently to implement the plan, including the establishment of a Tax Increment Finance (TIF) District for the area. A fundamental component of the Downtown Plan is the redevelopment of properties within the TIF District. The plan identified the Fire Protection District property as a key redevelopment parcel appropriate for a mixed-

use development that includes retail or dining uses on the ground floor and multi-family units above. The proposal by Billitteri Enterprises includes a restaurant space of approximately 5,000 square feet on the ground floor and the addition of three stories of apartment units above. The building is currently still under the ownership of the Huntley Fire Protection District. It is the intent of the Village, subject to certain terms and conditions, to purchase the property from the Fire District and in turn sell a portion of the property to the developer subject to a purchase and sale agreement and a redevelopment agreement.

Staff Analysis

Per Village Board direction on September 23, 2021, Staff began discussions with Billitteri Enterprises for a redevelopment agreement to accommodate the redevelopment of the property for commercial and residential uses as described above. The current proposal includes the renovation and re-use of the existing building for a restaurant with outdoor seating in the area adjacent to Coral Street and the addition of three floors of apartment units as follows: two studio, nine one-bedroom, and seven 2-bedroom units for a total of 18 units. The restaurant operator is Dan Hart, who will be operating a DC Cobbs. Mr. Hart owns DC Cobbs restaurants in East Dundee, McHenry and was the original owner in Woodstock; owns the Hart's Garage restaurant in Pingree Grove, Hart's Saloon in Hebron, and is a partner in Clasen's Tavern in Union.

Proposed Building – Elevations and Interior Features

The proposed modifications to the existing building would add three additional stories to the structure, thus creating a four-story building that would have an overall height of 50'-5". The proposed elevations would keep the building's existing brick and add two additional overhead doors to the south elevation, facing Coral Street. The overhead doors would access the restaurant's outdoor patio. The proposed patio would include the use of a retractable roof structure, similar to the one at DC Cobb's McHenry location, which would be enclosable to allow use of the patio through the cooler months of the year. The upper three stories of the building would include a combination of face brick to match the existing building and LP Smart Siding (engineered wood siding). Each of the apartments would include a balcony that would be located on either the north or south elevations of the building. Access to the apartments would be provided on the west elevation of the building and the restaurant's entrance would be located on the south elevation, facing Coral Street.

The apartment units will include upgraded features such as stainless steel appliances, granite or quartz counter tops, and in-unit washers and dryers. The anticipated monthly rent is expected to range between \$1,200 to \$1,600 per month.

Parking Lot Improvements

Parking to accommodate the redevelopment would be provided on the north side of the building (existing parking lot to be reconstructed) and in a new lot to be constructed on the parcel to the east, which fronts Woodstock Street. The developer has a contract to purchase the residence at 11011 Woodstock Street to allow for the expanded parking lot. The parking area would be combined into one lot that would provide 41 parking spaces. The parking lot would also serve to provide off-street parking for the Post Office. Construction of a parking lot at this location was originally proposed as a 2020 project in the FY20 Budget but was deferred due to Covid concerns. The Village would maintain ownership of the parking lot, which would be accessed primarily from Woodstock Street. The access from Coral Street is proposed to be one-way northbound so that westbound traffic on Coral Street has access to the parking lot.

The proposed screening of the new parking lot is designed based on discussions with the neighboring homeowner to the north. The proposed screening includes an 8-foot-tall wood/wood-looking composite privacy fence that would run the full length of the adjoining lot line. In addition to the fence, landscaping is proposed on the south side of the fence.

The dumpster enclosure would be located at the northwest corner of the site and would be constructed to match the existing enclosures within the downtown (behind Parkside, Sal's, and on the east side of the fire station building). The enclosure would provide sufficient space for the trash receptacles required for the restaurant and the apartment units.

2022-2025 Strategic Plan Alignment

The Strategic Plan identifies *"Strong Local Economy"* as a strategic focus and the following goals: *"Location of Choice for Residents," "Location of Choice for New and Expanding Businesses of all Sizes,"* and *"A Vibrant Downtown Gathering Place."* The addition of housing units in the downtown would create diversity in available housing options, while the addition of a restaurant will offer new dining opportunities. Additional commercial development in the downtown would also enhance its location as a gathering place and reinforce the economic vitality of the area.

Financial Impact

The property is located in the Downtown TIF. The preliminary estimated value of the project is approximately \$5 million, with an estimated TIF increment of \$1,306,000 generated through the end of the TIF in 2036. Per the proposed redevelopment agreement terms, at least 60% of the incremental property tax revenue generated by the project would be retained by the Village's TIF Fund, and up to 40% of the increment would be used to reimburse TIF-eligible developer expenses until such time as the developer has received the amount of \$386,000. At that time, projected to occur in 2032, the Village would receive 100% of the incremental tax revenue. Additionally, under the proposed redevelopment agreement, the TIF Fund would reimburse up to \$150,000 of eligible expenses related to build-out of the restaurant space. Since the building is currently owned by the Fire District, the property is tax exempt and generates no property tax revenue. In addition to the property tax revenue, the restaurant will generate sales tax revenue and video gaming revenue.

Legal Analysis

A property purchase and sale agreement and redevelopment agreement would be required to establish the terms and conditions of the sale and redevelopment of the property. The site is zoned B-2, which allows restaurants and multi-family dwelling above first floor business uses as special uses. The site would be developed as a planned unit development (PUD) to address required relief from the B-2 bulk regulations (i.e. parking, height, setbacks, etc.).

Courtesy Review

The petitioner has requested the Village Board to conceptually review the proposed plans. The Village Board is not required to provide a formal position statement on the proposal, and the petitioner shall not be required to comply with any position statements which are offered. The concept review shall provide the petitioner with initial comments and concerns that should be considered as they proceed in the formal review process. The Village Board and its individual members are not bound by any comments made during the discussion and the petitioner acknowledges that it cannot claim in the future any reliance whatsoever on those comments.

The Village sent out courtesy notices to 31 surrounding property owners to inform them of the Village Board meeting and concept review discussion.

Village Manager Johnson introduced Mr. Joe Billitteri of Billitteri Enterprises LLC to answer any questions of the Village Board. Mr. Billitteri said he has been working with the Huntley Fire Department for a couple of years and is excited to become part of the downtown revitalization. The proposed apartment building will not have a community room or pool but that also helps keep the rent lower than that of the larger company apartment buildings. The building will be equipped with an elevator which broadens the tenant base and helps with seniors and disabled tenants.

Trustee Kanakaris asked who would be installing the fence next to the parking lot adding that he would like to see it made from a composite material. Village Manager Johnson said the Village would install the fence adding that staff has discussed the fence with the property owner to the north and they said they would prefer a wood fence, but could also be open to a composite material as well. Mr. Billitteri added that a fence will be added on the side of the building to match the Village fence being installed to maintain continuity.

Trustee Kanakaris asked if all the mechanicals would be on the roof of the building including the air conditioning units and exhaust for the restaurant. Mr. Billitteri said yes the HVAC units and exhaust will be on the roof. Trustee Kanakaris asked how deliveries will be made to the restaurant. Village Manager Johnson said they most likely would be made in the front of the restaurant on Coral Street. Trustee Kanakaris said he likes the concept.

Trustee Leopold said he is looking forward to seeing the building redeveloped and having another restaurant in town. Trustee Kittel agreed saying it is a great use for the space and is glad to see more apartments downtown.

Trustee Westberg asked why the parking lot entrance is curved and if the pole would be removed by the post office driveway. Village Manager Johnson said the pole will be removed. He added that the curve does not change the number of parking spaces and is in the parking lot to act as a buffer for the neighbor to the north and to be able to maintain the crosswalk and light pole on Woodstock Street and to not incur the expense to move the pole.

Trustee Westberg then asked about the greenspace behind the existing apartment building. Village Manager Johnson said discussions have taken place with the property owner of the building to the east of the fire station about the freezer for the restaurant to be located in the rear section of the property. The freezer will be fenced in and landscaped by the developer to match the other landscaping downtown. The grassy area will remain the backyard for the tenants in the apartment building east of the fire station. The developer will also install a sidewalk along side the building for the tenants to get to the parking lot.

Trustee Goldman asked if there was a name proposed for the development. Mr. Billitteri said the Huntley Fire House. Trustee Goldman was not in favor of the name and said she will provide some ideas at a later date. Trustee Holzkopf asked if there was a separate trash enclosure for the restaurant and tenants and how many dumpsters were proposed. Mr. Billitteri said there are three 2½ yard dumpsters in the enclosures and they are for the restaurant and tenants. Mr. Billitteri said if more pickups are needed to accommodate the trash, then he will arrange for more frequent pickups.

Trustee Holzkopf asked if pets were allowed in the apartments and if subsidized voucher rent checks could be used. Mr. Billitteri said that no cats and just one dog per apartment up to 40 pounds are allowed. He added that voucher checks are allowed but tenants will need to meet the full cost of rent. He has utilized the voucher system in his other buildings and has not had any problems.

Mayor Hoeft asked if red trim could be added to the three panels on the patio enclosure to make them match what the garage doors will look like. He said he does not want to hide what is being done on the garage doors and would like to see a rendering showing the color being added. Mr. Billitteri said he would ask the manufacturer about adding color and provide a rendering.

Mr. Billitteri thanked Mayor Hoeft and asked Mr. Dan Hart to come forward to introduce himself. Mr. Hart said he is owner of DC Cobbs and has locations in Woodstock, McHenry and East Dundee. He anticipates approximately 75 jobs being created with the new restaurant.

There were no further questions or comments.

Mayor Hoeft concluded saying that it has been a positive experience working with the developer and his team and looks forward to seeing the project get started.

A MOTION was made to approve a Resolution Authorizing Continued Negotiation of a Redevelopment Agreement with Billitteri Enterprises, LLC for the former Fire Station Property (11808 Coral Street).

MOTION: Trustee Kanakaris

SECOND: Trustee Leopold

AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

- f) Consideration – A Resolution Authorizing Staff to Distribute a Request for Proposals (RFP) for Retail Market Analysis and Recruitment Plan

Deputy Village Manager Lisa Armour reported the Village Board approved the 2022 Economic Development Work Plan on January 27th. One of the work plan action items is to seek proposals for retail sector analysis and recruitment services. As discussed, a draft Request for Proposals (RFP) has been prepared for Village Board approval prior to distribution.

Staff Analysis

As stated in the RFP, work to be performed includes conducting a site assessment of the Village's market trade area and profiling the customer's buying habits, lifestyle characteristics and media habits. The results of the assessment will be used to guide decisions and use of resources to grow the Village's retail sector and to shape goals for the recruitment of new retail businesses.

2022-2025 Strategic Plan Priority

The Strategic Plan identifies "Strong Local Economy" as a strategic focus "Location of Choice for New and Expanding Businesses of all Sizes" as a goal.

Financial Impact

The cost for the study would be funded through the Economic Development Line Item 100-70-00-6387.

Legal Analysis

None required.

Mayor Hoeft asked if the Village Board had any comments or questions; there were none.

A MOTION was made to approve a Resolution Authorizing Staff to Distribute a Request for Proposals (RFP) for Retail Market Analysis and Recruitment Services.

MOTION: Trustee Leopold
SECOND: Trustee Holzkopf
AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg
NAYS: None
ABSENT: None
The motion carried: 6-0-0

- g) Consideration – A Resolution Waiving the Formal Bidding Process and Approving the Purchase of Holiday Wreaths from Holiday Outdoor Décor (formerly Temple Outdoor Display) for Downtown Light Poles

Management Assistant Barb Read stated that beginning in 2007, Fleur de Lis decorations were set up yearly on the downtown decorative light poles during the Holiday seasons. With the redevelopment of the downtown in 2015, decorative light poles were added and the holiday decorations were put on every other light pole. In 2020, with many of the Fleur de Lis no longer working properly, 50 holiday wreaths were purchased from Temple Outdoor Display to place on the decorative light poles (two wreaths per pole).

Staff Analysis

At this time, Holiday Outdoor Décor has holiday decorations discounted 33%. To have wreaths on all the downtown decorative light poles an additional 82 wreaths are required (two wreaths per light pole). The wreaths have LED lamps and red bows as seen on the attached.

Staff is in the process of working with outdoor display companies to come up with a holiday decoration master plan for the rest of the Downtown and Route 47 and will be brought before the Village Board at a later date.

Financial Impact

Expense for the purchase of 82 additional wreaths (including shipping) is \$23,235.50, Capital Projects and Improvements Fund: 400-00-00-8000. A budget amendment will be brought forward in the future.

Legal Analysis

Waiver of bid requires an affirmative vote of four.

Mayor Hoeft asked if the Village Board had comments or questions; there were none.

A MOTION was made to approve a Resolution Waiving the Formal Bidding Process and Approving the Purchase of Holiday Wreaths from Holiday Outdoor Décor (formerly Temple Outdoor Display) for Downtown Light Poles.

MOTION: Trustee Leopold
SECOND: Trustee Westberg
AYES: Trustees: Goldman, Holzkopf, Kanakaris, Kittel, Leopold, and Westberg
NAYS: None
ABSENT: None
The motion carried: 6-0-0

VILLAGE ATTORNEY'S REPORT: None

VILLAGE MANAGER'S REPORT: None

VILLAGE PRESIDENT'S REPORT: Mayor Hoeft announced that McCOG will be held February 23rd at the Dole Mansion and asked the Trustees to notify Barb Read if they plan on attending.

UNFINISHED BUSINESS: None

NEW BUSINESS: None

EXECUTIVE SESSION: None

POSSIBLE ACTION ON ANY CLOSED SESSION ITEM: None

ADJOURNMENT:

There being no further items to discuss, a **MOTION** was made to adjourn the meeting at 7:53 p.m.

MOTION: Trustee Westberg
SECOND: Trustee Holzkopf
The Voice Vote noted all ayes and the motion carried.

Respectfully submitted,

Rita McMahon
Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: March 10, 2022 Bill List in the amount of \$300,747.74

Department: Finance

Included in the agenda packet is the March 10, 2022 Bill List. The Bill List has been reviewed by Staff. All is in order for Village Board consideration at this time.

- Bills Payable Fund Summary Report
 - Bill List - Detail Board Report \$ 300,747.74
 - Total for approval \$ 300,747.74
-

- Payroll - 2/24/22 \$ 443,776.31

ACTION REQUESTED

A motion by the Village Board to authorize payment of the March 10, 2022 Bill List in the amount of \$300,747.74.

- FY21 Budget expenditures total \$43,679.57
- FY22 Budget expenditures total \$257,068.17

Reviewed by: 
Village Manager

Reviewed by: 
Assistant Finance Director



AGENDA ITEM
VILLAGE BOARD MEETING: 3/10/2022
Bills List Fiscal Year End 12/31/2022

The following is a breakdown by Fund for the March 10, 2022 Bills List.

FUND	DEPARTMENT	TOTALS
100	General Fund *(Non-Expense Related Items)	\$17,410.02
100-10	Legislative & Executive	\$1,398.99
100-20-10	Village Manager's Office	\$441.85
100-20-21	Human Resources	\$1,098.47
100-20-22	Information Technology	\$3,557.95
100-30	Finance	\$8,504.05
100-50	Police Department	\$19,453.94
100-60-10	PW Admin/Engineering	\$7,501.95
100-60-61	Streets/Underground	\$73,498.36
100-60-62	Buildings & Grounds	\$1,412.38
100-70	Development Services	\$1,339.01
230	Public Liability Insurance	\$6,347.20
400	Capital Projects Fund	\$22,070.20
410	Facilities & Grounds Maintenance	\$11,988.31
420	Street Improvement/Road & Bridge	\$10,172.37
480	Equipment Replacement	\$7,437.34
510	Water Operating	\$37,063.45
515	Water Capital Fund	\$2,251.71
520	Wastewater Operating	\$67,680.19
800	Police Pension Fund	\$120.00
	3/10/22 Bills Payable	\$300,747.74
	2/24/2022 Payroll Date	\$443,776.31
	Total Payroll	\$443,776.31
	Total Disbursements	\$744,524.05

*(Compliance Bond Refunds, Impact Fees, Sales Tax Rebates, Deposit Refunds, Pre-Paid Expenses, and A/R-Bulk Fuel)



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
1010 - NEARMAP USAINC	
NEARMAP OBLIQUE FOR GOVERNMENT SUBSCRIPTION	
<i>General Fund-Public Works-Administration</i>	\$6,725.00
1010 - NEARMAP USAINC Total	\$6,725.00
1034 - MIDAMERICAN ENERGY SERVICES LLC	
ELECTRICITY	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$20,199.16
<i>Water Operating Fund-Public Works-Water</i>	\$16,517.65
1034 - MIDAMERICAN ENERGY SERVICES LLC Total	\$36,716.81
1041 - DYNEGY ENERGY SERVICES	
ELECTRICITY	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$7,768.85
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$2,421.48
1041 - DYNEGY ENERGY SERVICES Total	\$10,190.33
1048 - IRMA	
IRMA DECMBER 2021 CLAIMS	
<i>Liability Insurance Fund</i>	\$6,347.20
1048 - IRMA Total	\$6,347.20
106 - AIRGAS NORTH CENTRAL	
CYLINDER FILL & CYLINDER PURCHASE	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$450.82
<i>Water Operating Fund-Public Works-Water</i>	\$443.51
CYLINDER RENTAL	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$16.03
O2 & ACETYLENED SWAP, TORCH GASES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$91.65
TORCH CART, TORCH SET	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$435.00
WELDING GLOVES & GOGGLES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$20.77
106 - AIRGAS NORTH CENTRAL Total	\$1,457.78
109 - AT&T	
911 LOCATOR - 2.2022	
<i>General Fund-Finance</i>	\$63.68
109 - AT&T Total	\$63.68



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
1091 - BOTACH INC	
AVON C50 FIRST RESPONDER KIT <i>Capital Projects and Improvement</i>	\$14,950.00
SHIPPING <i>Capital Projects and Improvement</i>	\$180.00
1091 - BOTACH INC Total	\$15,130.00
1095 - AMAZON CAPITAL SERVICES INC	
AIR FILTER HOUSING - VEH 1699 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$250.70
CHILD HARD HATS - SPECIAL EVENTS <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$149.80
CLEAR SHEET PROTECTORS <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$17.98
RETURN CREDIT - AIR FILTER HOUSING <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	(\$250.70)
STOP TAIL TURN BOX LIGHT <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$35.87
WASHER SHIFT ACTUATOR <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$27.49
1095 - AMAZON CAPITAL SERVICES INC Total	\$231.14
110 - ACE HARDWARE	
BUCKETS <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$7.58
COUPLER, ELBOW <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$6.58
HEX BUSHING <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$3.59
NOZZLE, FASTNERS <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$21.54
PAINT SUPPLIES, SAW BLADE, TAPE MEASURE <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$149.07
SPRAY PAINT <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$34.34
SQUAD WASHING BRUSH <i>General Fund-Police</i>	\$9.99
TAPE, AIR FRESHNER <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$16.96
110 - ACE HARDWARE Total	\$249.65



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
112 - ADVANCED BUSINESS NETWORKS INC	
MONTHLY IT SERVICES 5DAYS/WK ONSITE	
<i>General Fund-Development Services</i>	\$60.00
<i>General Fund-Police</i>	\$3,225.00
<i>General Fund-Public Works-Buildings & Grounds</i>	\$45.00
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,800.00
<i>General Fund-Village Managers Office-Information Technology</i>	\$1,350.00
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$4,260.00
<i>Water Operating Fund-Public Works-Water</i>	\$4,260.00
SPAM CNTRL/ETHERNET 10MBPS/MONITORING/EXCHANGE SVC	
<i>General Fund-Village Managers Office-Information Technology</i>	\$2,207.95
112 - ADVANCED BUSINESS NETWORKS INC Total	\$17,207.95
1125 - KIMBALL MIDWEST	
CABLE TIE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$16.00
HYDRAULIC FITTINGS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$51.62
PLOW CLEVIS PINS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$28.15
SIGN, BARRICADE BOLTS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$12.00
1125 - KIMBALL MIDWEST Total	\$107.77
1132 - DAHM ENTERPRISES	
SLUDGE HAULING	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$29,750.00
1132 - DAHM ENTERPRISES Total	\$29,750.00
1165 - GREEN SKY CONSULTING LLC	
2021 LED BUILDING LIGHTING UPGRADE PROGRAM (R)2021.03.26	
<i>Capital Projects and Improvement</i>	\$5,440.20
1165 - GREEN SKY CONSULTING LLC Total	\$5,440.20
119 - ALTHOFF INDUSTRIES INC	
HEATER REPAIR - WEST PLANT CONTROL TRAILER	
<i>Facilities & Grounds Maintenance</i>	\$2,328.00
SAND FILTER - HVAC REPAIR AT WEST PLANT	
<i>Facilities & Grounds Maintenance</i>	\$3,385.00
119 - ALTHOFF INDUSTRIES INC Total	\$5,713.00



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
120 - AMERICAN COMMUNITY BK & TRUST	
2022 IL FARMERS MARKET ASSOC DUES	
<i>General Fund-Legislative</i>	\$75.00
ADJUSTABLE KICKSTAND	
<i>General Fund-Police</i>	\$90.00
ADMIN POUCH	
<i>General Fund-Police</i>	\$64.40
ALTEC/HYDRAULIC TUBE ASSY #1861	
<i>Water Operating Fund-Public Works-Water</i>	\$32.39
BATTERIES FOR SWAT EQUIPMENT - TREX-ARMS	
<i>General Fund-Police</i>	\$46.00
BIOMISTER SUPPLIES/COVID	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$74.94
BOOTS - OFC ROWE	
<i>General Fund-Police</i>	\$285.00
BUILDING MAINTENANCE SUPPLIES	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$452.86
CHICAGO CHINESE NEWS/POLICE RECRUITMENT AD	
<i>General Fund-Village Managers Office-Human Resources</i>	\$60.00
DIALPAD MEETINGS	
<i>General Fund-Development Services</i>	\$20.00
EAST PLANT PRINTER INK	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$130.68
FACEBOOK/POLICE RECRUITMENT ADS	
<i>General Fund-Village Managers Office-Human Resources</i>	\$85.00
FBI-LEEDA 2022 DUES CHIEF PORTER	
<i>General Fund-Police</i>	\$50.00
FM CRAFTS FOR KIDS	
<i>General Fund-Legislative</i>	\$132.49
GIANT TALON 29 1, LARGE BIKE	
<i>General Fund-Police</i>	\$960.00
GIANT TALON 29 1, MEDIUM BIKE	
<i>General Fund-Police</i>	\$1,920.00
HELM-FORD DIAGNOSTIC SOFTWARE - IDS/FDRS RENEWAL	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$800.00
HR CERT IN HR ETHICS/OLECH	
<i>General Fund-Village Managers Office-Human Resources</i>	\$259.00
HR SUPPLIES	
<i>General Fund-Village Managers Office-Human Resources</i>	\$149.47
HUNTLEY AREA CHAMBER MTG	
<i>General Fund-Development Services</i>	\$25.00



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
HUNTLEY AREA CHAMBER MTG/VLG MGR <i>General Fund-Village Managers Office-Administration</i>	\$25.00
HUNTLEY VILLAGE PRESIDENT PHOTO PLAQUE <i>General Fund-Legislative</i>	\$217.50
IAWPCO DUES/PINO <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$20.00
IAWPCO DUES/THEIS <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$20.00
IGFOA POLICE PENSION TRAINING <i>Police Pension Fund-Police</i>	\$120.00
IWEA IAWPCO CONFR REG <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$450.00
KANE COUNTY LIC-CC 420 ENG REV-QUALIFIED ENGR RVW SPEC <i>General Fund-Development Services</i>	\$28.50
KNEE PADS <i>General Fund-Police</i>	\$64.20
LIC PLATE RENEWAL #1212 <i>General Fund-Police</i>	\$154.40
LODGING EXP/IWEA IAWPCO CONFR <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$1,157.04
LOGMEIN*GO TO MEETING <i>General Fund-Development Services</i>	\$19.00
MAP INDUSTRIES/POLICE RECRUITMENT AD <i>General Fund-Village Managers Office-Human Resources</i>	\$150.00
NAPA TRACS FLEET TRACKING PROGRAM MONTHLY FEE <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$290.00
NATL LATINO PEACE OFC ASSOC/RECRUITMENT AD <i>General Fund-Village Managers Office-Human Resources</i>	\$200.00
NOTEHOUSE MONTHLY PLAN <i>General Fund-Police</i>	\$12.00
ONLINE POLICE AD <i>General Fund-Village Managers Office-Human Resources</i>	\$195.00
PAC STACK & STORE RENT <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$143.00
PANTS <i>General Fund-Police</i>	\$826.80
PHONE CHARGER/KUBLANK <i>Water Operating Fund-Public Works-Water</i>	\$15.09
RADWELL/WELL 9 TRANSDUCER <i>Water Operating Fund-Public Works-Water</i>	\$199.98
SAFETY TRAINING EXP <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$100.92



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
SAFETY TRAINING EXP 1.27.22 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$227.74
SAFETY TRIANING EXP 1.26.22 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$227.74
SHIPPING <i>General Fund-Police</i>	\$20.50
SQUAD#10 EQUIPMENT <i>General Fund-Police</i>	\$490.99
STARTER MOTOR REPAIR #1651 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$100.00
SWAT BOOTS/LARKIN & ROWE <i>General Fund-Police</i>	\$259.98
VEHICLE MAINT PW <i>General Fund-Public Works-Administration</i>	\$80.00
VEHICLE MAINT PW #1601 <i>General Fund-Public Works-Administration</i>	\$15.60
VEHICLE MAINT/VLG MGR <i>General Fund-Village Managers Office-Administration</i>	\$21.00
WALL HANGING BOARD FOR LOCKOUT/TAGOUT <i>General Fund-Public Works-Buildings & Grounds</i>	\$239.40
ZOOM.US <i>General Fund-Police</i>	\$29.98
ZOOM.US STANDARD PRO ANNUAL FEE <i>General Fund-Development Services</i>	\$149.90
120 - AMERICAN COMMUNITY BK & TRUST Total	\$11,983.49
 1244 - WINNEBAGO LANDFILL CO INC	
STREET SWEEPING DEBRIS DISPOSAL <i>Facilities & Grounds Maintenance</i>	\$1,806.40
SWEEPING DEBRIS DISPOSAL <i>Facilities & Grounds Maintenance</i>	\$3,699.00
1244 - WINNEBAGO LANDFILL CO INC Total	\$5,505.40
 1251 - HYDRAULIC SERVICES	
PIPE FITTINGS, HYD HOSES <i>Water Operating Fund-Public Works-Water</i>	\$230.79
1251 - HYDRAULIC SERVICES Total	\$230.79
 1277 - FIRST PRIORITY RESTORATION OF ILLINOIS LLC	
CBOND REFUND 2021-0327 10595 YELLOWSTONE <i>General Fund</i>	\$1,971.35
1277 - FIRST PRIORITY RESTORATION OF ILLINOIS LLC Total	\$1,971.35



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
132 - ARTISTIC ENGRAVING	
BADGES/ACCOMODATION BARS	
<i>General Fund-Police</i>	\$823.11
132 - ARTISTIC ENGRAVING Total	\$823.11
1331 - MADIGAN INSURANCE GROUP	
CBOND REFUND 2021-1609 12545 FARM HILL DR #200	
<i>General Fund</i>	\$100.00
1331 - MADIGAN INSURANCE GROUP Total	\$100.00
1334 - FIRST CONGREGATIONAL CHURCH	
REIMB SNOW REMOVAL SERVICES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,425.00
1334 - FIRST CONGREGATIONAL CHURCH Total	\$1,425.00
1343 - MIDWEST SALT LLC	
WATER SOFTENER SALT	
<i>Water Operating Fund-Public Works-Water</i>	\$7,842.99
1343 - MIDWEST SALT LLC Total	\$7,842.99
1347 - TORRES, VICTOR	
REIMBURSE REMAINDER NEW ISSUE CDL	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$21.13
1347 - TORRES, VICTOR Total	\$21.13
1352 - HOWARD LEE AND SONS INC	
FUELMaster ANTENNA REPAIR	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$445.00
1352 - HOWARD LEE AND SONS INC Total	\$445.00
1353 - HELFVOGT GROUP LLC	
CBOND REFUND 2021-1312 9741 WELTZIEN ST	
<i>General Fund</i>	\$463.00
1353 - HELFVOGT GROUP LLC Total	\$463.00
1354 - BENJAMIN M THIBEAULT	
CBOND REFUND 2021-1014 9852 WILLIAMS DR	
<i>General Fund</i>	\$197.60
1354 - BENJAMIN M THIBEAULT Total	\$197.60



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
1355 - LO DESTRO CONSTRUCTION	
CBOND REFUND 2021-2072	
<i>General Fund</i>	\$1,200.00
1355 - LO DESTRO CONSTRUCTION Total	\$1,200.00
1356 - RICHARD SCHERER	
CBOND REFUND 2021-0205 13058 FARM HILL DR	
<i>General Fund</i>	\$1,500.00
1356 - RICHARD SCHERER Total	\$1,500.00
1358 - MCHENRY COUNTY POLICE CHIEFS ASSOC	
2022 MEMBERSHIP DUES/PORTER/HOOTEN/WILLIAMS	
<i>General Fund-Police</i>	\$150.00
1358 - MCHENRY COUNTY POLICE CHIEFS ASSOC Total	\$150.00
140 - AXON ENTERPRISES INC	
TASER 7-REPLACEMENT	
<i>Equipment Replacement Fund-Police</i>	\$6,517.40
TASER 7-REQUIRED ITEMS	
<i>Equipment Replacement Fund-Police</i>	\$680.60
TASER 7-ACCESSORIES & CARTRIDGES	
<i>General Fund-Police</i>	\$6,899.99
140 - AXON ENTERPRISES INC Total	\$14,097.99
158 - BLU PETROLEUM	
LABOR - FUEL PUMPS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$255.00
OIL TEST KITS	
<i>General Fund-Police</i>	\$420.00
VEHICLE FUEL - DIESEL	
<i>General Fund</i>	\$6,049.04
VEHICLE FUEL - REGULAR	
<i>General Fund</i>	\$5,734.62
WINTER ADDITIVE	
<i>General Fund</i>	\$94.41
158 - BLU PETROLEUM Total	\$12,553.07
163 - BONNELL INDUSTRIES INC	
PLOW WEAR BLADE, 6" CURB SHOE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,704.08
163 - BONNELL INDUSTRIES INC Total	\$2,704.08



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
171 - C & L RENTALS SALES & SVC INC	
AIR FILTERS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$30.24
CHAIN LINK	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$26.52
RENT TILE STRIPPER, BLADE	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$80.78
SPARK PLUG	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$5.98
STIHL CHAIN SAW MS201 T 14" BAR	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$614.99
171 - C & L RENTALS SALES & SVC INC Total	\$758.51
 177 - CDW GOVERNMENT INC	
TRIPP 6FT DP TO HDMI ADAPTER CABLE	
<i>Equipment Replacement Fund</i>	\$239.34
177 - CDW GOVERNMENT INC Total	\$239.34
 205 - COMCAST BUSINESS	
PHONE SERVICES	
<i>General Fund-Police</i>	\$74.54
<i>General Fund-Public Works-Administration</i>	\$378.10
<i>General Fund-Village Managers Office-Administration</i>	\$74.54
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$134.65
<i>Water Operating Fund-Public Works-Water</i>	\$134.65
205 - COMCAST BUSINESS Total	\$796.48
 207 - COLUMBIA PIPE & SUPPLY CO	
MISC. HARDWARE	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$405.64
207 - COLUMBIA PIPE & SUPPLY CO Total	\$405.64
 208 - COMED	
ELECTRICITY	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,125.52
208 - COMED Total	\$2,125.52
 214 - CORE & MAIN	
12X20 CLAMP	
<i>Water Operating Fund-Public Works-Water</i>	\$464.73
214 - CORE & MAIN Total	\$464.73



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
227 - PADDOCK PUBLICATIONS INC/DAILY HERALD	
LATERAL POLICE RECRUITMENT AD	
<i>General Fund-Legislative</i>	\$699.00
227 - PADDOCK PUBLICATIONS INC/DAILY HERALD Total	\$699.00
 227 - PADDOCK PUBLICATIONS INC/DAILY HERALD	
2022 SUBSCRIPTION DAILY HERALD	
<i>General Fund-Police</i>	\$239.20
227 - PADDOCK PUBLICATIONS INC/DAILY HERALD Total	\$239.20
 252 - FSCI	
FIRE SPRINKLER PLAN REVIEW #22-368	
<i>General Fund-Development Services</i>	\$450.00
252 - FSCI Total	\$450.00
 258 - FEDEX	
UB LOCK BOX REPORTS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$32.25
<i>Water Operating Fund-Public Works-Water</i>	\$32.24
258 - FEDEX Total	\$64.49
 268 - FOX VALLEY FIRE & SAFETY	
FIRE ALARM TESTING - PW BAKLEY	
<i>Facilities & Grounds Maintenance</i>	\$585.00
268 - FOX VALLEY FIRE & SAFETY Total	\$585.00
 279 - GORDON FLESCH CO INC	
RICOH COPIER LEASE PMT 4/2/22-5/19/22	
<i>General Fund-Development Services</i>	\$160.81
<i>General Fund-Finance</i>	\$35.74
<i>General Fund-Police</i>	\$214.41
<i>General Fund-Public Works-Administration</i>	\$71.47
<i>General Fund-Village Managers Office-Administration</i>	\$160.81
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$107.20
<i>Water Operating Fund-Public Works-Water</i>	\$107.20
279 - GORDON FLESCH CO INC Total	\$857.64



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
279 - GORDON FLESCH CO INC	
RICOH MAINT AGRMNT 1.11.22-2.11.22	
<i>General Fund-Development Services</i>	\$163.26
<i>General Fund-Finance</i>	\$50.39
<i>General Fund-Police</i>	\$242.94
<i>General Fund-Public Works-Administration</i>	\$31.78
<i>General Fund-Village Managers Office-Administration</i>	\$160.50
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$82.17
<i>Water Operating Fund-Public Works-Water</i>	\$82.17
279 - GORDON FLESCH CO INC Total	\$813.21
287 - GRAINGER	
HOSE STOP	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$37.94
PLOW/CHAIN SHACKLES	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$191.16
287 - GRAINGER Total	\$229.10
293 - HAWKS NAPA AUTO PARTS	
BATTERIES - VEH 1651	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$287.32
BATTERY - CORE CUT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$114.34
BATTERY - VEH 2613	
<i>General Fund-Police</i>	\$138.87
BRAKE CALIPER BOLTS & BOOTS - VEH 1814	
<i>Water Operating Fund-Public Works-Water</i>	\$19.75
FUEL FILTERS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$47.62
HYRDAULIC FILTERS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$140.92
REAR TAIL LIGHT - VEH 1663	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$37.22
RELAYS - VEH 1991	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$17.36
STARTER FLUID	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$19.16
293 - HAWKS NAPA AUTO PARTS Total	\$822.56
298 - HINCKLEY SPRINGS	
DISTILLED WATER FOR LAB TESTING	
<i>Water Operating Fund-Public Works-Water</i>	\$35.91
298 - HINCKLEY SPRINGS Total	\$35.91



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
300 - HOME DEPOT CREDIT SERVICES	
TOOLS FOR BUILDING & GROUNDS	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$58.62
300 - HOME DEPOT CREDIT SERVICES Total	\$58.62
 301 - HUNTLEY CHAMBER OF COMMERCE	
HORSE SPONSER	
<i>General Fund-Development Services</i>	\$200.00
301 - HUNTLEY CHAMBER OF COMMERCE Total	\$200.00
 331 - IL STATE POLICE	
SOLICITOR FINGERPRINTING	
<i>General Fund-Police</i>	\$105.00
331 - IL STATE POLICE Total	\$105.00
 332 - ILMO PRODUCTS CO	
DRY GAS FOR PBT CALIBRATION	
<i>General Fund-Police</i>	\$112.71
332 - ILMO PRODUCTS CO Total	\$112.71
 339 - JG UNIFORMS INC	
SHIPPING	
<i>General Fund-Police</i>	\$13.49
VEST COVER/CARNEY	
<i>General Fund-Police</i>	\$219.25
VEST COVER/CHOKLAD	
<i>General Fund-Police</i>	\$212.68
VEST COVER/KEPPLER	
<i>General Fund-Police</i>	\$197.00
339 - JG UNIFORMS INC Total	\$642.42
 340 - JA DHAMER TRUCKING INC	
GRAVEL & SAND	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,321.44
340 - JA DHAMER TRUCKING INC Total	\$1,321.44
 348 - K-TECH SPECIALTY COATINGS	
BEET HEET CONCENTRATE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$7,201.65
348 - K-TECH SPECIALTY COATINGS Total	\$7,201.65



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
365 - LANGTON GROUP	
SNOW REMOVAL SERVICES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$20,000.00
365 - LANGTON GROUP Total	\$20,000.00
383 - MCHENRY COUNTY	
2ND QUARTER LAREDO BILLING	
<i>General Fund-Legislative</i>	\$275.00
383 - MCHENRY COUNTY Total	\$275.00
403 - MENARDS COMMERCIAL ACCOUNT	
BUILDING MAINTENANCE SUPPLIES	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$151.81
CLEANING SUPPLIES/TOOL FOR WEST PLANT	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$266.87
FINE SCREEN & UV BLDG LOCKS/RESTROOM SOAP	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$79.87
FLOOR SCRAPERS & PRIMER FOR PW BASEMENT REHAB	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$97.52
HAMMER/TOW STRAP LOOP/SPRAYPAINT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$109.84
REPLACEMENT THERMOSTAT FOR PW GARAGE	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$39.58
SAFETY PADLOCK/CIRCUIT BREAK LOCKOUT/PAINT TRAY	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$118.65
SMOKE DETECTORS FOR OVH/DRYWALL MUD PW	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$53.22
403 - MENARDS COMMERCIAL ACCOUNT Total	\$917.36
424 - OFFICE DEPOT	
OFFICE SUPPLIES	
<i>General Fund-Development Services</i>	\$62.54
424 - OFFICE DEPOT Total	\$62.54
428 - NICOR GAS	
NATURAL GAS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$2,471.59
<i>Water Operating Fund-Public Works-Water</i>	\$1,570.90
NATURAL GAS/11879 E MAIN ST	
<i>Facilities & Grounds Maintenance</i>	\$184.91
428 - NICOR GAS Total	\$4,227.40



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
453 - PORTER LEE CORP	
RMS-BEAST INTERFACE	
<i>Capital Projects and Improvement</i>	\$1,500.00
453 - PORTER LEE CORP Total	\$1,500.00
 455 - POSTAL PROS SOUTHWEST INC	
UM 2/6/21	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$5.45
<i>Water Operating Fund-Public Works-Water</i>	\$5.44
455 - POSTAL PROS SOUTHWEST INC Total	\$10.89
 470 - RNOW INC	
WATER VALVE - VEH 1970	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$216.12
470 - RNOW INC Total	\$216.12
 481 - RED WING SHOE COMPANY INC	
EMPLOYEE BOOTS - STREET DEPT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$240.98
WORK BOOTS/J IRVIN	
<i>General Fund-Public Works-Administration</i>	\$200.00
481 - RED WING SHOE COMPANY INC Total	\$440.98
 495 - RUSH TRUCK CENTER HUNTLEY	
RELAY - VEH 1991	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$76.90
RETURN CREDIT (FROM PO 2022-125)	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	(\$675.80)
TURBO, GASKET, OIL TUBE, MISC PARTS - VEH 1692	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$3,541.70
495 - RUSH TRUCK CENTER HUNTLEY Total	\$2,942.80
 517 - SMITH ECOLOGICAL SYSTEMS INC	
SERVICE GAS CHLORINE REGULATORS	
<i>Water Capital & Equipment Fund</i>	\$1,488.83
517 - SMITH ECOLOGICAL SYSTEMS INC Total	\$1,488.83
 526 - STEINER ELECTRIC CO	
STREETLIGHT FUSES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$382.80
526 - STEINER ELECTRIC CO Total	\$382.80



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
541 - TEST GAUGE & BACKFLOW SPLY INC	
CHECK ASSEMBLY- RPZ REPAIR WELL 10	
<i>Water Capital & Equipment Fund</i>	\$762.88
541 - TEST GAUGE & BACKFLOW SPLY INC Total	\$762.88
552 - TRAFFIC CONTROL & PROTECTION	
SIGNS AND STRIPING SUPPLIES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$234.00
552 - TRAFFIC CONTROL & PROTECTION Total	\$234.00
557 - TYLER TECHNOLOGIES INC	
NEW WORLD ANNUAL SAAS - QRTLTY BILLING 3/2022-5/2022	
<i>General Fund-Finance</i>	\$8,354.24
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$4,177.13
<i>Water Operating Fund-Public Works-Water</i>	\$4,177.13
557 - TYLER TECHNOLOGIES INC Total	\$16,708.50
558 - THE UPS STORE 6063	
PARTS RETURN - FORCE FLOW	
<i>Water Operating Fund-Public Works-Water</i>	\$21.10
SHIP CHLORINE REGULATORS	
<i>Water Operating Fund-Public Works-Water</i>	\$22.47
558 - THE UPS STORE 6063 Total	\$43.57
560 - USA BLUE BOOK	
SHIPPING CREDIT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	(\$12.26)
THERMAL GLOVES	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$64.56
WIDE MOUTH BOTTLES	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$150.20
560 - USA BLUE BOOK Total	\$202.50
880 - PATRICK ENGINEERING INC	
KREUTZER RD PHASE 1	
<i>Street Improvement/Road & Bridge</i>	\$10,172.37
880 - PATRICK ENGINEERING INC Total	\$10,172.37
901 - SEW HOP'D BREWERY	
CBOND REFUND 2021-1631 1 UNION SPECIAL PLZ	
<i>General Fund</i>	\$100.00
901 - SEW HOP'D BREWERY Total	\$100.00



DETAIL BOARD REPORT 3/10/2022

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
932 - VARITECH INDUSTRIES INC	
CHECK VALVES	
<i>Water Operating Fund-Public Works-Water</i>	\$130.68
FLOW METER CABLE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$46.19
932 - VARITECH INDUSTRIES INC Total	\$176.87
933 - GREVE CONSTRUCTION INC	
SNOW REMOVAL SERVICES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$20,310.00
933 - GREVE CONSTRUCTION INC Total	\$20,310.00
961 - GALLS	
UNIFORMS - SRO & CRT	
<i>General Fund-Police</i>	\$144.00
961 - GALLS Total	\$144.00
966 - FORCE AMERICA DISTRIBUTING LLC	
FREEIGHT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$17.79
HYDRAULIC FILTERS	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$82.90
966 - FORCE AMERICA DISTRIBUTING LLC Total	\$100.69
983 - HUNTLEY FORD	
COIL ASY - VEH 21-17	
<i>General Fund-Police</i>	\$46.09
FRONT & REAR BRAKES - VEH 23-19	
<i>General Fund-Police</i>	\$375.37
FRONT BRAKE ROTORS - VEH 1814	
<i>Water Operating Fund-Public Works-Water</i>	\$373.00
PURGE VALVE	
<i>General Fund-Police</i>	\$133.63
RADIATOR HOSE - VEH 1619	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$100.77
REAR BRAKE ROTORS - VEH 1814	
<i>Water Operating Fund-Public Works-Water</i>	\$278.99
REAR BRAKE ROTORS - VEH 23-19	
<i>General Fund-Police</i>	\$176.24
TEMP SENSOR - VEH 12-13	
<i>General Fund-Police</i>	\$6.18
983 - HUNTLEY FORD Total	\$1,490.27

DETAIL BOARD REPORT 3/10/2022



VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
0 - THOMAS GRISWOLD	
0401015860-002 UM CREDIT BALANCE REFUND	
<i>Water Operating</i>	
	\$64.69
0 - THOMAS GRISWOLD Total	<u>\$64.69</u>
Grand Total	<u><u>\$300,747.74</u></u>



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – An Ordinance Establishing Special Service Area Number 17 (Cider Grove – Unit 2) for Maintenance Services**

Department: **Development Services – Planning and Zoning Division**

INTRODUCTION

Pursuant to the approvals for Unit 2 of the Cider Grove Subdivision the Village is authorized to establish a “back-up” maintenance special service area (SSA) upon the Cider Grove Unit Two Land. On September 9, 2021, the Village Board proposed the establishment of the SSA by adopting “An Ordinance Proposing the Establishment of Special Service Area Number 17 in the Village of Huntley for Maintenance Services (Cider Grove Subdivision – Unit 2)” being Ordinance (O)2021-09.40 (the “*Proposing Ordinance*”).

Pursuant to the Proposing Ordinance, establishment of the SSA was considered at a public hearing held and concluded on November 18, 2021. Following conclusion of the public hearing interested persons were allowed 60 days to file an objection to the proposed SSA. The Village received no objections to the establishment of the SSA. As a result, the Village Board is now requested to adopt an Ordinance establishing it. Following adoption, the Village Clerk shall record a certified copy of the Ordinance with the Office of the McHenry County Recorder.

STAFF ANALYSIS

The SSA taxes will only be levied in the event that: (i) the homeowners association (HOA) fails to perform the Special Services adequately or requests that the Village provide Special Services; (ii) the Village notifies the HOA of its intent to undertake the Special Services and/or agrees to undertake Special Services at the HOA’s request; (iii) the Village incurs costs in connection with provision of the Special Services; and (iv) the HOA fails to timely reimburse the Village for costs incurred by the Village in connection with the provision of Special Services.

FINANCIAL IMPACT

The proposed amount of the tax levy for the proposed SSA during its first year is zero dollars (\$0.00), as the Special Services are the primary obligation of a homeowners association to be established in connection with the development of Cider Grove Unit 2. There is no financial impact to the Village.

LEGAL ANALYSIS

The Village Attorney has prepared the ordinance for Village Board consideration.

ACTION REQUESTED

A motion of the Village Board to Approve an Ordinance Establishing Special Service Area Number 17 in the Village of Huntley for Maintenance Services.

SUPPORTING DOCUMENTS

1. Draft Ordinance

**AN ORDINANCE ESTABLISHING
SPECIAL SERVICE AREA NUMBER 17
IN THE VILLAGE OF HUNTLEY FOR MAINTENANCE SERVICES
(Cider Grove Subdivision – Unit 2)**

Ordinance (O)2022-03.xx

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY, KANE AND McHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1. Authority.

(a) The Village of Huntley, Kane and McHenry Counties, Illinois (the “*Village*”) is authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “*Act*”), to provide special services to designated areas within the Village’s boundaries and to provide for levying taxes and issuing bonds to fund the provision of such special services.

(b) Pursuant to:

Section 3(L) of Village of Huntley Ordinance (O)2021-06.25, being “An Ordinance Amending a Special Use Permit for a Planned Unit Development (“PUD”) in the RE-1 PUD District and Granting Amended Preliminary PUD and Subdivision Approvals for a Phased Residential Development (Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)”;

Section 3(L) of Ordinance (O)2021-08.36 being “An Ordinance Granting Final PUD and Subdivision Approvals for Phases I and II of the Cider Grove – Unit 2 Residential Subdivision”; and

Section 11.3 of that certain “Development Agreement (Cider Grove Subdivision – Unit 2)” dated June 10, 2021 (“*Development Agreement*”);

all relating to the development of the proposed Cider Grove Subdivision – Unit 2 (the “*Development*”), the Village is further authorized to establish a maintenance special service area over the contiguous territory legally described and depicted in Exhibits A-1 and B, respectively, attached hereto (the “*SSA Territory*”) for the purpose for providing special services relating to the proper maintenance and repair of common improvements within the Development (the “*SSA*”). The current permanent tax index numbers (P.I.N.s) for the parcels of land located within the SSA Territory are listed in Exhibit A-2 attached hereto.

Section 2. Findings. The President and Board of Trustees of the Village of Huntley (the “*Village Board*”) hereby find as follows:

(a) The record owner of the entire SSA Territory has filed an application with the Village requesting that the Village establish the SSA (the “*Application*”).

(b) On September 9, 2021, the Village Board proposed the establishment of the SSA by adopting “An Ordinance Proposing the Establishment of Special Service Area Number 17 in the Village of Huntley for Maintenance Services (Cider Grove Subdivision – Unit 2)” being Ordinance (O)2021-09.40 (the “*Proposing Ordinance*”).

(c) The purpose of the SSA is to provide special municipal services to the properties within the boundaries of the SSA Territory as follows: special municipal services as needed to provide for proper maintenance and repair of all common subdivision improvements in the SSA Territory, including without limitation stormwater conveyance and detention facilities, common open space, common-area landscaping, common recreational facilities, signage, and other common improvements and amenities (the “*Special Services*”) consistent with the Application and the Development Agreement. The SSA is for maintenance purposes.

(d) The Special Services will be the primary obligation of a property owners’ association to be established in connection with the development of the SSA Territory (the “*HOA*”). SSA taxes will only be levied in the event that: (i) the HOA fails to perform the Special Services adequately or requests that the Village provide Special Services; (ii) the Village notifies the HOA of its intent to undertake the Special Services and/or agrees to undertake Special Services at the HOA’s request; (iii) the Village incurs costs in connection with provision of the Special Services; and (iv) the HOA fails to timely reimburse the Village for costs incurred by the Village in connection with the provision of Special Services.

(e) Pursuant to the Proposing Ordinance, establishment of the SSA was considered at a public hearing held and concluded on November 18, 2021. Said hearing was held pursuant to notice: (i) duly published in the *Northwest Herald*, a newspaper of general circulation within the Village of Huntley, on October 29, 2021, which date was at least fifteen days prior to the hearing; and (ii) deposited in the United States mail not less than ten days prior to the date set for the public hearing and addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the SSA. A Certificate of Publication of Notice and an Affidavit of Mailing of Notice are attached hereto and by this reference incorporated herein and made a part hereof as Exhibits C and D, respectively. Said notices conform in all respects to the requirements of the SSA Tax Law.

(f) At the public hearing on November 18, 2021, all interested persons were given an opportunity to be heard on the question of the creation of the SSA and the questions of: (i)

providing the Special Services; and (ii) imposition and levy of a tax on an *ad valorem* basis upon all real property within the SSA Territory at a rate not to exceed 1.0% of the equalized assessed valuation of the SSA Territory to provide the Special Services (the “SSA Taxes”) in the event the conditions for levying such SSA Taxes are satisfied.

(g) Based upon consideration of data presented to the Village Board and the testimony at the public hearing, the Village Board hereby finds that: (i) no objection to the establishment of the SSA has been filed by 51% of the owners of record of property within the Subject Territory and 51% of the electors residing within the Subject Territory; and (ii) it is in the best interests of the Village of Huntley and of the residents, occupants, and property owners within the Subject Territory that the SSA, as hereinafter described, be established.

(h) The Subject Territory is compact and contiguous and is located within the corporate limits of the Village of Huntley, all as required by the SSA Tax Law. The SSA Territory is generally located north of Huntley-Dundee Road and east of Leland Lane and Hanover Avenue as depicted on the map of the SSA attached hereto as Exhibit B.

(i) It is in the best interests of the Village of Huntley that the SSA be created to provide a means for financing the Special Services within the SSA Territory and that SSA Taxes be levied on all real property within the SSA Territory as authorized by this Ordinance in the event the conditions for levying such SSA Taxes are satisfied.

(j) The Village Board hereby determines that the property owners, businesses, occupants, and residents of the Subject Territory will benefit specially from the provision of the Special Services to the Subject Territory. The Special Services will involve maintenance and repair of common subdivision improvements in the SSA Territory, which services are not generally provided to all the residents of the Village. The Special Services are in addition to municipal services provided to the Village as a whole.

(k) This Ordinance does not authorize issuance of any bonds in connection with the SSA.

(l) The SSA and the Village’s authority to levy the SSA Taxes will continue without expiration. The SSA will survive the expiration or termination of the Development Agreement.

Section 3. Special Service Area Number 17 Established. The SSA is hereby established and designated as “Village of Huntley Special Service Area Number 17.” The SSA shall consist of the contiguous territory legally described in Exhibit A-1, attached hereto and by this reference incorporated herein and made a part hereof. An accurate map of such territory is attached hereto as Exhibit B and, by this reference, incorporated herein and made a part hereof. The current permanent tax index numbers (P.I.N.s) for the parcels of land located within the SSA Territory are

listed in Exhibit A-2 attached hereto and by this reference incorporated herein and made a part hereof.

Section 4. Purpose of Special Service Area. The SSA is established to provide the Special Services to directly serve the Subject Territory in addition to those services provided in the Village generally. Specifically, the SSA is established so that the Village may levy taxes to pay for the Special Services and associated costs (including, without limitation, engineering, administrative, legal, publication, recording, and collection costs) through the levy of SSA Taxes against the properties in the SSA Territory in accordance with the terms of this Ordinance.

Section 5. Levy of SSA Taxes.

(a) After the effective date of this Ordinance, the Village Board may commence the levy of SSA Taxes pursuant to this Ordinance by filing one or more annual tax levy ordinances with the appropriate County officials. The Village's authority to levy the SSA Taxes shall continue in perpetuity, but the Village shall have no obligation to levy SSA Taxes. The Village shall levy SSA Taxes only in accordance with the terms of this Ordinance.

(b) SSA Taxes shall be levied on an *ad valorem* basis on all real properties located within the SSA Territory in an amount and at a rate sufficient to produce revenues necessary to finance and provide the Special Services and pay associated costs, but not to exceed 1.0% of the whole equalized assessed valuation of the SSA Territory.

(c) The Special Services will be the primary obligation of the HOA, and SSA taxes will only be levied in the event that: (i) the HOA fails to perform the Special Services adequately or requests that the Village provide Special Services; (ii) the Village notifies the HOA of its intent to undertake the Special Services and/or agrees to undertake Special Services at the HOA's request; (iii) the Village incurs costs in connection with provision of the Special Services; and (iv) the HOA fails to timely reimburse the Village for costs incurred by the Village in connection with the provision of Special Services.

Section 6. Filing; Recordation. The Village Clerk is hereby directed and required to: (i) record a certified copy of this Ordinance and all exhibits hereto in the Office of the McHenry County Recorder not later than 60 days after the date on which this Ordinance is adopted; and (ii) file a certified copy of this Ordinance and all exhibits hereto in the Office of the McHenry County Clerk, all in accordance with the requirements of the SSA Tax Law.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law. This Ordinance shall be published in pamphlet form in the manner required by law.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

 Timothy J. Hoeft, Village President

ATTEST :

 Rita McMahon, Village Clerk

DRAFT

EXHIBIT A-1

Legal Description of SSA Territory

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, EXCEPTING THEREFROM THE NORTH 40 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 2000R0039458, IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPTING THEREFROM CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 34 AND SECTION 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 8th 2005 AS DOCUMENT NO. 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

c/k/a Approximately 79.54 acres vacant land generally located north of Dundee Road and East of Leland Lane, Huntley, IL

DRAFT

EXHIBIT A-2

P.I.N. List for SSA Territory

P.I.N.s:

18-35-100-010	18-35-153-006	18-35-155-023
18-35-152-005	18-34-282-001	18-35-155-022
18-35-152-004	18-34-282-002	18-35-155-021
18-35-152-003	18-35-154-001	18-35-155-020
18-35-152-002	18-35-154-002	18-35-155-019
18-35-152-001	18-35-154-003	18-35-155-018
18-34-280-002	18-35-154-004	18-35-155-017
18-34-280-001	18-35-154-005	18-35-155-016
18-34-280-004	18-35-151-001	18-35-155-015
18-34-280-003	18-35-156-001	18-35-155-014
18-35-152-010	18-35-156-002	18-35-155-013
18-35-152-009	18-35-156-003	18-35-155-012
18-35-152-008	18-35-156-004	18-35-155-011
18-35-152-007	18-35-156-005	18-35-155-009
18-35-152-006	18-35-156-006	18-35-155-008
18-35-153-005	18-35-156-007	18-35-155-007
18-35-153-004	18-35-156-008	18-35-155-006
18-35-153-003	18-35-156-009	18-35-155-005
18-35-153-002	18-35-156-010	18-35-155-004
18-35-153-001	18-35-156-011	18-35-155-003
18-34-281-002	18-35-156-012	18-35-155-002
18-34-281-001	18-35-156-013	18-35-155-001
18-34-281-004	18-35-156-014	18-35-151-003
18-34-281-003	18-35-156-015	18-35-151-002
18-35-153-010	18-35-156-016	18-35-155-010
18-35-153-009	18-35-155-026	
18-35-153-008	18-35-155-025	
18-35-153-007	18-35-155-024	

EXHIBIT B

Depiction of SSA Territory

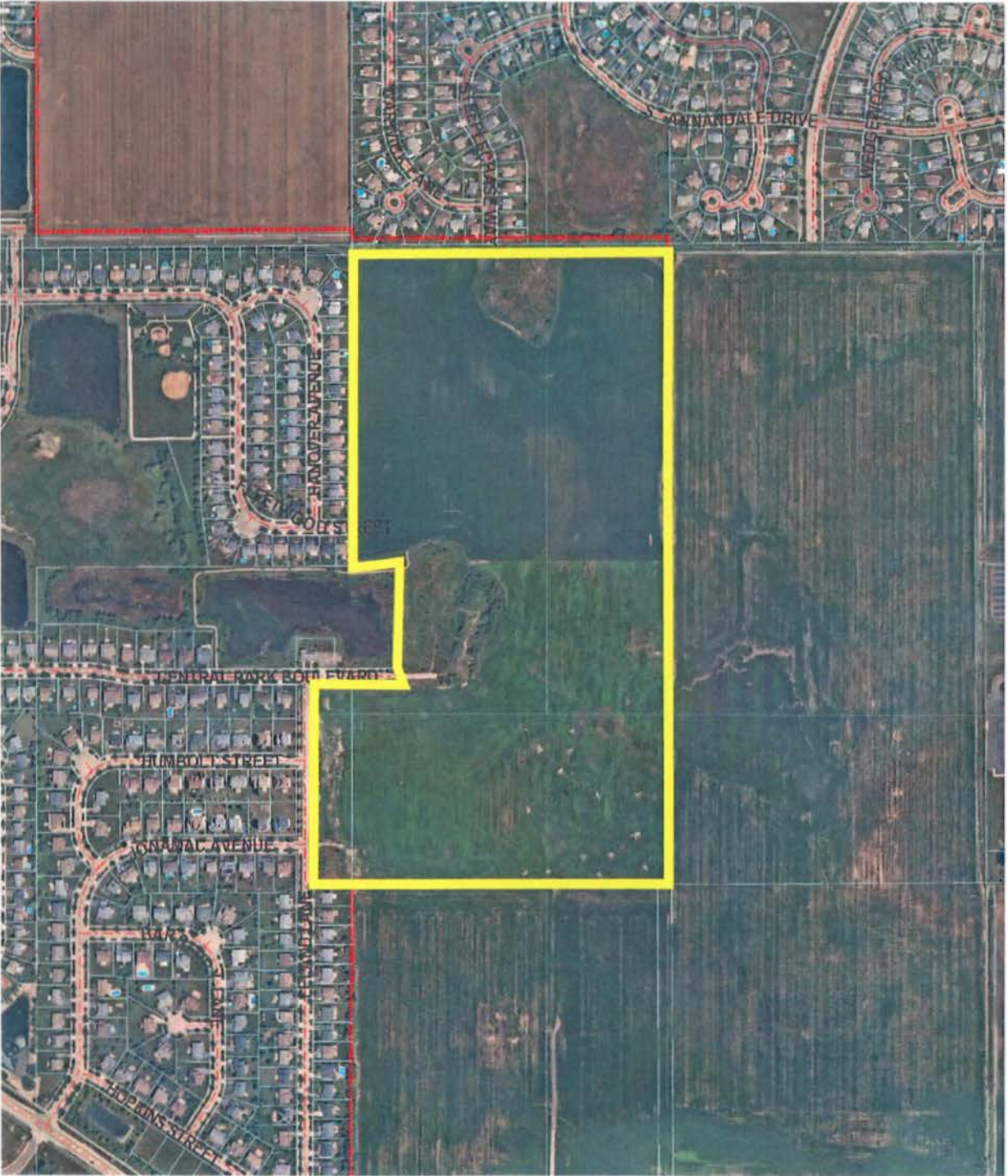


EXHIBIT C

Public Hearing Notice Certificate of Publication

Certificate of the Publisher

Northwest Herald

Description: CIDAR GROVE SSA
1931894

VILLAGE OF HUNTLEY
ATTN: TRACEY SURNICKI
10987 E. MAIN STREET
HUNTLEY IL 60142

Shaw Media certifies that it is the publisher of the Northwest Herald. The Northwest Herald is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Crystal Lake, County of McHenry, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Northwest Herald, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
10/29/2021

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by John Rung, its publisher, at Crystal Lake, Illinois, on
29th day of October, A.D. 2021

Shaw Media By:



John Rung, Publisher

Account Number 103703

Amount \$353.18

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING ON THE ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 17 IN THE VILLAGE OF HUNTLEY FOR MAINTENANCE PURPOSES (Cider Grove Subdivision - Unit 2)

PUBLIC NOTICE IS HEREBY GIVEN that on Thursday, November 18, 2021 at 7:00 p.m., or soon thereafter, a public hearing will be held before the President and Board of Trustees of the Village of Huntley, Kane and McHenry Counties, Illinois, in the Board Room of the Huntley Municipal Complex, 10987 Main Street, Huntley, Illinois 60142, for the purpose of considering the establishment of Village of Huntley Special Service Area Number Seventeen ("Proposed SSA"), which Proposed SSA would include the following described territory (the "SSA Territory"):

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, EXCEPTING THEREFROM THE NORTH 40 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 2000R003945B, IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 34 AND SECTION 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 8th 2005 AS DOCUMENT NO. 2005R0075774, IN MCHENRY COUNTY, ILLINOIS. PINS: 18-34-200-007 and 18-35-100-007

The SSA Territory consists of approximately 79.54 acres generally situated north of Dundee Road and east of Leland Lane in the Village of Huntley. The record owners of all of the SSA Territory have requested the establishment of the Proposed SSA and have filed a petition therefor with the Village of Huntley.

The purpose of this public hearing is to consider establishing the Proposed SSA as described in said petition in order to provide special services relating to the proper maintenance and repair of all common subdivision improvements in the SSA Territory, including without limitation stormwater conveyance and detention facilities, common open space, common area landscaping, common recreational facilities, signage, and other common improvements and amenities (collectively, the "Special Services"). The Proposed SSA is for maintenance purposes.

The Special Services will be the primary obligation of a property owners' association to be established in connection with the development of the SSA Territory (the "HOA"). The Village will only levy SSA taxes to finance the Special Services in the event that: (i) the HOA fails to perform the Special Services adequately or requests that the Village provide Special Services; (ii) the Village notifies the HOA of its intent to undertake the Special Services and/or agrees to undertake the Special Services at the HOA's request; (iii) the Village incurs costs in connection with the provision of the Special Services; and (iv) the HOA fails to reimburse the Village for such costs in a timely manner.

In the event that the Village levies SSA taxes pursuant to the Proposed SSA, the Village proposes to levy such taxes upon all property within the SSA Territory on an ad valorem basis in an amount sufficient to produce revenues required to provide the Special Services, but at a rate not exceeding 1.0% of the equalized assessed valuation of the SSA Territory. The proposed amount of the tax levy for the Special Services for the initial year of the Proposed SSA is \$0.00.

The funds from any tax levy pursuant to the Proposed SSA will be used by the Village to provide the Special Services, or to reimburse the Village for costs the Village incurred in providing the Special Services. No maximum number of years will be established for the Proposed SSA; the Proposed SSA will have a perpetual duration. No bonds will be issued in connection with the Proposed SSA.

At the public hearing, the Village Board of Trustees will consider the creation of the Proposed SSA, the Special Services, the SSA tax levy with a proposed maximum rate of 1.0%, the proposed perpetual duration of the Proposed SSA, and any other matters relevant to the Proposed SSA.

All interested persons, including all persons owning real property within the SSA Territory, will be given an opportunity to be heard orally at the hearing regarding the establishment of the Proposed SSA, the SSA tax levy, and any other matters described in this notice, as well as an opportunity to file written comments regarding or objections to the establishment of the Proposed SSA, the amount of the SSA tax levy, or any other matters described in this notice. Written comments and/or objections relating to the Proposed SSA, the SSA tax levy, or any other matters described in this notice may be filed in writing with the Village Clerk at the Huntley Municipal Complex, 10987 Main Street, Huntley Illinois.

The public hearing may be adjourned to another date by the Village Board of Trustees without further notice other than a motion entered upon the minutes of said meeting fixing the date, time, and place of the hearing's adjournment and reconvening.

If a petition signed by at least 51% of the electors residing within the SSA Territory and at least 51% of the owners of record of properties within the SSA Territory is filed with the Village Clerk as set forth above within 60 days after the final adjournment of the public hearing, objecting to the establishment of the Proposed SSA or the levy and imposition of the SSA taxes as described herein, then the Proposed SSA shall not be established and said SSA taxes shall not be levied or imposed.

Dated: October 26, 2021

Respectfully submitted,
Village Clerk, Village of Huntley

(Published in the Northwest Herald on October 29, 2021) 1931894

EXHIBIT D

Public Hearing Notice Affidavit of Mailing

DRAFT



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – A Resolution Authorizing a Fireworks Display Agreement with the Huntley Park District for July 4, 2022**

Department: **Village Manager’s Office**

INTRODUCTION

In preparation for the annual Independence Day Fireworks Display on Monday, July 4, 2022 (rain date September 3, 2022), it is proposed the event be held again in Deicke Park and Warrington Park.

STAFF ANALYSIS

Parking and Traffic

Parking will be set up on site, with off-site street parking also available. With the possible assistance of CPA Volunteers, Police Explorers and Staff, the Village will coordinate safe and efficient parking in the designated parking areas.

The Police Department will conduct traffic control before and after the event and, to accommodate additional parking, the east side of Charles Sass Parkway from Princeton Drive to Main Street will be available for overflow and is an optimal viewing area for the public.

Event Set Up / Clean Up

Village Staff will assist Park District staff with the installation of snow fencing and/or barriers, around the required, closed area designated as the area where the display will be conducted.

The Village will work with the Park District to ensure that sufficient port-o-lets and trash receptacles are placed throughout Deicke Park and Warrington Park.

Mad Bomber will obtain the appropriate approvals from the Huntley Fire Protection District for the display. Mad Bomber will also name the Huntley Park District and the Village of Huntley as additional insureds on the Certificate of Liability Insurance obtained for the event.

As done each year, the Village will be responsible for clean up after the event.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies an “Engaged Community” with a Strategic Focus on Community Events that will attract residents of all ages.

FINANCIAL IMPACT

Expenses for the Independence Day Fireworks Display come from line item 100-10-00-6352 (Special Events). The Village is in the third year of a four-year contract with the Mad Bomber. The cost for the 2022 display is \$25,000.



VILLAGE OF HUNTLEY AGENDA SUMMARY

*March 10, 2022
Village Board Meeting*

LEGAL ANALYSIS

The Agreement with the Park District has been followed since 2015. This year, the only change that was made by the Village was the removal of the parking on the private property on the northwest corner of Mill Street and Route 47. The agreement will also go before the Park District Board for approval

ACTION REQUESTED

A motion of the Village Board to Approve a Resolution Authorizing the Fireworks Display Agreement with the Huntley Park District for the Independence Day Fireworks Show on July 4, 2022 on July 4th (Rain date: September 3, 2022).

SUPPORTING DOCUMENTS

1. Draft Fireworks Display Agreement
2. Fireworks Parking Map
3. Draft Resolution

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT made this 10th day of March 2022, by and between the VILLAGE OF HUNTLEY, an Illinois municipal corporation (hereinafter referred to as “Village”) and the HUNTLEY PARK DISTRICT, an Illinois Park District (hereinafter referred to as “District”).

W I T N E S S E T H

WHEREAS, the District, under the authority conferred on it by the statutes of the State of Illinois, currently owns, controls and maintains a park facility commonly known as Deicke Park and Warrington Park, Huntley, Illinois; and

WHEREAS, Village has proposed the use of Deicke Park and Warrington Park as the site of the Independence Day Fireworks Show sponsored by Village; and

WHEREAS, the parties to this agreement acknowledge that the proposed Independence Day Fireworks Show is a benefit to the residents of the Village and the District and is consistent with statutory powers of both the Village and the District; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government and special districts may agree among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. authorizes units of local governmental and special district to exercise jointly with any other unit of local government or special district any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE VILLAGE OF HUNTLEY AND THE HUNTLEY PARK DISTRICT as follows:

1. Village shall be permitted to use Deicke Park and Warrington Park for a Fireworks Show. The date of the event shall be July 4, 2022 with a show time of approximately 9:30 pm. The rain date for the event shall be September 3, 2022, with a show time of approximately 8:30 pm. The display shall be done by Mad Bomber and Mad Bomber shall be permitted access to Deicke Park and Warrington Park to set up the display on the date thereof.
2. Parking will be set up on site with street parking off-site. Village shall be responsible for setting up all parking.
3. Village shall provide sufficient volunteer services to coordinate safe and efficient parking in the designated parking areas.
4. Village shall provide employees or volunteers to assist District staff with the

installation of snow fencing, or comparable barriers, around the required, closed area designated as the area where the display will be conducted.

5. Village shall work with the District to ensure that sufficient Port-o-Lets and trash receptacles are placed throughout Deicke Park and Warrington Park.
6. Village shall obtain approval from the Huntley Fire Protection District for Mad Bomber display and, if Village fails to do so, District may, in its sole discretion, prohibit use of Deicke Park and Warrington Park for the event.
7. Village shall require the Mad Bomber to name District as an additional insured on the Certificate of Liability Insurance obtained for the event.
8. Village, through the Village Police Department, shall conduct traffic control before and after the event and, to accommodate additional parking, Village shall allow parking on the east side of Charles Sass Parkway from Princeton Drive to Main Street.
9. The Village shall indemnify and hold harmless the Park District, its elected and appointed board members, agents, employees and volunteers, of and from any actions, claims, demands, or causes of action arising from the acts or omissions of the Village or its agents arising out of this agreement.
10. Village will be responsible for clean up after the event and shall, to the extent not covered by any applicable policy of insurance, shall be responsible for any damage caused to District property as a result of the use of the property.
11. All notices, demands, elections and other communications required or permitted to be given or made by any party to this Agreement or pursuant to any statute shall be in writing and shall be given by personal service, by United States mail or United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at its principal office in Huntley, Illinois.
12. If any term or provision of this Agreement or its application to any person or entity or to any circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any other person or entity or in any other circumstance shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
13. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois.
14. This Agreement, together with any exhibits attached hereto (all of which are

incorporated by reference herein), contains the entire understanding and agreement between the parties and supersedes any prior understanding or written or oral agreement between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. No oral modification, amendment or change shall be allowed with respect to this Agreement, and any modifications, amendments or changes hereto must be in writing and signed by the Corporate Authorities of the Village and the District respectively.

- 15. This Agreement may be signed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESSES WHEREOF, this Agreement has been approved by the Village Board of Trustees of the Village of Huntley and by the Board of Trustees of the Huntley Park District.

VILLAGE OF HUNTLEY

HUNTLEY PARK DISTRICT

By: _____
P R E S I D E N T

By: _____
P R E S I D E N T

Dated: _____, 2022

Dated: _____, 2022

By: _____
V I L L A G E C L E R K

By: _____
B O A R D S E C R E T A R Y

Dated: _____, 2022

Dated: _____, 2022



- Total Park District Parking = 889 spaces plus parking in new areas designated by HPD/VOH along Lois Lane, etc.
* 61 Special Needs parking lot
- Charles H. Sass Parkway (formerly Kreutzer Road west of Rt 47) – north and east sides b/w Main St. and Princeton Dr. = ±286 spaces

Huntley's Independence Day Fireworks Show

Deicke Park / Betsey Warrington Park

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



VILLAGE OF HUNTLEY

10987 Main Street
Huntley, IL 60142
(847)669-9600

SCALE: 1" = 500'

Print Date: 6.28.21

**A RESOLUTION AUTHORIZING A FIREWORKS DISPLAY
AGREEMENT WITH THE HUNTLEY PARK DISTRICT**

Resolution (R)2022-03.**

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village of Huntley has reviewed the Fireworks Display Agreement with the Huntley Park District; and

WHEREAS, the Village has determined that it is in the best interest to enter into an Agreement with the Huntley Park District to hold a 2022 Fireworks Show in Deicke Park and Warrington Park on July 4, 2022 (rain date September 3, 2022).

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Huntley as follows:

SECTION I: That the Village President is authorized to execute the proposed Agreement with the Huntley Park District, a copy of which is attached hereto.

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

SECTION III: All resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

Timothy J. Hoeft, Village President

ATTEST:

Rita McMahon, Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: Consideration – An Ordinance Approving an Amendment to a Special Use Permit for a Recreational Vehicle Sales and Service Use in the “C-2” PDD - Regional Retail Planned Development District for General RV, 14000 Automall Drive

Petitioner: General RV, Petitioner /Owner

Department: Development Services – Planning and Zoning Division

INTRODUCTION

The petitioner is proposing an addition to the existing recreational vehicle service building located at 14000 Automall Drive. The Zoning Ordinance includes recreational vehicle sales/service as a Special Use within the “C-2” PDD Regional Retail Planned Development District. General RV received their original special use and site plan approval to operate a recreational vehicle sales and service use on September 9, 2010 [Ordinance (O)2010-09.48].

STAFF ANALYSIS

Site Plan

General RV is proposing to construct a 19,558 square foot addition directly east of the existing 12,332 square-foot service building. The original service building was constructed in 2013 directly north of the main sales showroom on the premises. The 115’ X 170’ precast addition proposes to occupy paved lot space formerly utilized as an RV parking area. The new addition will accommodate 14 additional drive-in service bays. The addition will be sited to comply with the Zoning Ordinance and has been designed to match the existing structure.

Interior floor plans include open space with trench drains to allow for the general servicing of the recreational vehicles. An equipment mezzanine is proposed, which will connect the existing building with the new space.

Elevations

The proposed building elevations utilize precast panels with a matching tan paint scheme. The north and south facing elevations include 14 drive-in overhead doors (7 on each elevation). The plans indicate a building height of 26 feet to match the height of the existing building. Any new roof-mounted equipment will include integrated screening devices surrounding each piece of equipment to match the existing building.

Parking

The “C-2” district requires 4 parking spaces per 1,000 square feet of gross building area and 2 spaces per service bay. The existing building area dedicated to showroom sales and office remains unchanged at 18,200 square feet, which requires 73 parking spaces. The proposed addition calls for the installation of 14 new repair bays. Including the new addition, there are a total of 54 repair bays on the site requiring 108 parking spaces. The existing passenger vehicle parking areas consist of 161 parking stalls. Therefore, the petitioner is requesting relief to provide a total of 161 of the required 181 passenger parking spaces. Staff notes the petitioner originally received approval in 2010 to provide 43 fewer parking spaces than required by the Zoning Ordinance. Since that time the petitioner has expanded the site several times to add parking and has reduced the amount of relief from that required in 2010. The petitioner also notes that the proposed addition is only to the service building which should not give rise to additional customers or employees and that the existing parking areas adequately address parking demand.



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

Required Relief

As proposed, the plans will require the following relief to be approved as part of the Site Plan Review:

1. Table XII-2 of the Zoning Code requires 4 parking spaces per 1,000 square feet of gross building area and 2 parking spaces per service bay. The plans provide for 161 parking spaces. Relief is required to allow for 161 parking spaces instead of 181 spaces.

Special Use

An amendment to the Special Use Permit for a Recreational Vehicle Sales / Service use in the "C-2" District is requested to accommodate the proposed addition to the service facility. The petitioner's responses to the standards identified in Section 156.068(E) of the Zoning Ordinance are provided as an attachment to this report. The Plan Commission considered both the public benefit and mitigation of adverse impacts when evaluating the petitioner's evidence.

Plan Commission Recommendation

The Plan Commission conducted a public hearing to consider the petitioner's request on February 28, 2022, and, with no members of the public offering testimony in favor or opposition to the request, unanimously recommended approval of the petition by a vote of 6 to 0, subject to the following conditions:

1. All improvements and site development must occur in full compliance with the submitted plans (see list of exhibits) and all other applicable Village Municipal Services (Engineering, Public Works, Planning and Building) standards, practices and permit requirements.
2. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
3. No building permits, plans, or Certificates of Occupancy are approved as part of this submittal.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies "*Strong Local Economy*" as a strategic focus and the following goal: "*Location of Choice for New and Expanding Businesses of all Sizes.*" The proposed expansion of General RV is representative of the continued growth and success of the business during its 12 years in Huntley.

FINANCIAL IMPACT

None.

LEGAL ANALYSIS

The required public hearing was conducted by the Plan Commission.

ACTION REQUESTED

A motion of the Village Board to Approve an Ordinance Approving an Amendment to a Special Use Permit for a Recreational Vehicle Sales and Service Use in the "C-2" PDD - Regional Retail Planned Development District for General RV, 14000 Automall Drive.

SUPPORTING DOCUMENTS

1. Site Aerial Photograph, 10.01.21
2. Applicant's Response to Special Use Standards
3. Site Plan, 1.13.22
4. Building Plans, 1.14.22
5. Building Elevations, 1.14.22
6. Photometric Plans, 2.17.22



**General RV - 14000 Automall Drive
Special Use Permit Expansion**

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 400'

VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
(847)669-9600

Print Date: 2/18/2022

CRITERIA FOR REVIEWING A PROPOSED SPECIAL USE PERMIT

When reviewing a Special Use Permit, the Plan Commission must consider the general standards identified in Section 156.068(E) of the Zoning Ordinance. No Special Use Permit shall be recommended or granted pursuant to Section 156.068(E) unless the applicant establishes the following:

(a). *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Response:

The proposed use of this project will be in line with the work that is already being performed on the property. The selling and maintenance of vehicles

(b). *No Undue Adverse Impact.* The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

Response:

There will not be any additional drainage and will not have any adverse effect to the property or surrounding area.

(c). *No Undue Interference with Surrounding Development.* The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Response:

The use and development will not interfere with or dominate the surrounding areas.

(d). *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Response:

Yes, the proposed use will be served adequately by public and essential facilities

(e). *No Undue Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential street.

Response:

There will not be any significant traffic changes to the area.

(f). *No Undue Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss or damage of natural, scenic and historic feature of significant importance.

Response:

There will not be any damage, destruction or loss to any historic features.

(g). *Compliance with Standards.* The proposed use and development complies with any additional standards imposed on it by the particular provision of the Zoning Code authorizing such use.

Response:

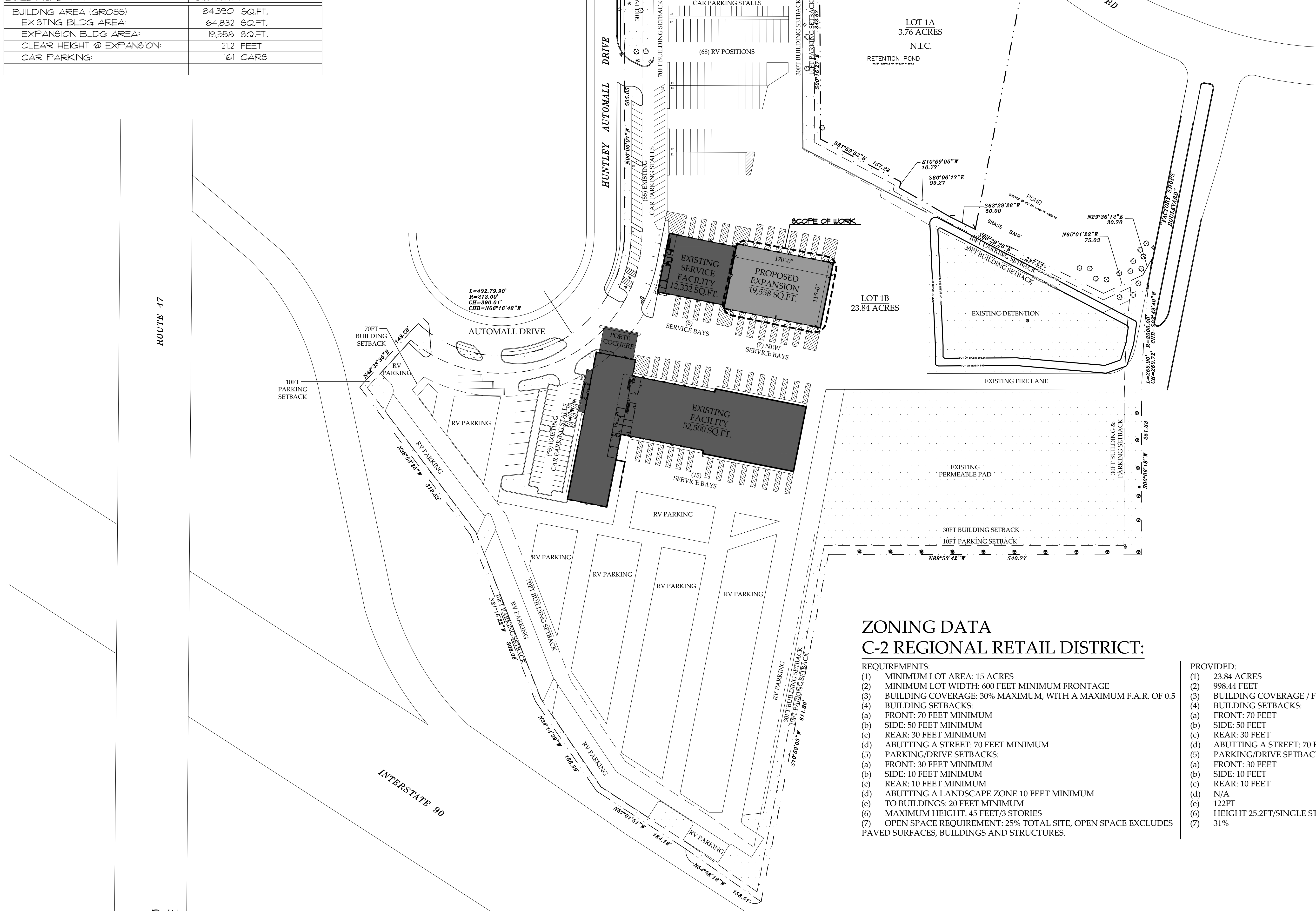
The proposed use will be comply with additional standards imposed by the zoning authority.

SITE/ BUILDING DATA:

SITE DATA	QUANTITY
SITE AREA:	1,038,809 SQ.FT. 23.84 ACRES
F.A.R.	.08
BUILDING DATA	QUANTITY
BUILDING AREA (GROSS)	84,390 SQ.FT.
EXISTING BLDG AREA:	64,832 SQ.FT.
EXPANSION BLDG AREA:	19,558 SQ.FT.
CLEAR HEIGHT @ EXPANSION:	21.2 FEET
CAR PARKING:	161 CARS

GENERAL NOTES:

- DIMENSIONS AND PROPERTY LINES SHOWN ARE FOR REFERENCE ONLY. REFER TO EXISTING PLAT OF SURVEY FOR ADDITIONAL INFORMATION.
- ALL VEHICLE PARKING IS EXISTING.
- ALL DETENTION IS EXISTING.
- ALL PAVING IS EXISTING.



ZONING DATA
C-2 REGIONAL RETAIL DISTRICT:

- REQUIREMENTS:
- MINIMUM LOT AREA: 15 ACRES
 - MINIMUM LOT WIDTH: 600 FEET MINIMUM FRONTAGE
 - BUILDING COVERAGE: 30% MAXIMUM, WITH A MAXIMUM F.A.R. OF 0.5
 - BUILDING SETBACKS:
 - FRONT: 70 FEET MINIMUM
 - SIDE: 50 FEET MINIMUM
 - REAR: 30 FEET MINIMUM
 - ABUTTING A STREET: 70 FEET MINIMUM
 - PARKING/DRIVE SETBACKS:
 - FRONT: 30 FEET MINIMUM
 - SIDE: 10 FEET MINIMUM
 - REAR: 10 FEET MINIMUM
 - ABUTTING A LANDSCAPE ZONE 10 FEET MINIMUM
 - TO BUILDINGS: 20 FEET MINIMUM
 - MAXIMUM HEIGHT: 45 FEET/3 STORIES
 - OPEN SPACE REQUIREMENT: 25% TOTAL SITE, OPEN SPACE EXCLUDES PAVED SURFACES, BUILDINGS AND STRUCTURES.

- PROVIDED:
- 23.84 ACRES
 - 998.44 FEET
 - BUILDING COVERAGE / F.A.R. = 0.08
 - BUILDING SETBACKS:
 - FRONT: 70 FEET
 - SIDE: 50 FEET
 - REAR: 30 FEET
 - ABUTTING A STREET: 70 FEET
 - PARKING/DRIVE SETBACKS:
 - FRONT: 30 FEET
 - SIDE: 10 FEET
 - REAR: 10 FEET
 - N/A
 - 122FT
 - HEIGHT 25.2FT/SINGLE STORY
 - 31%

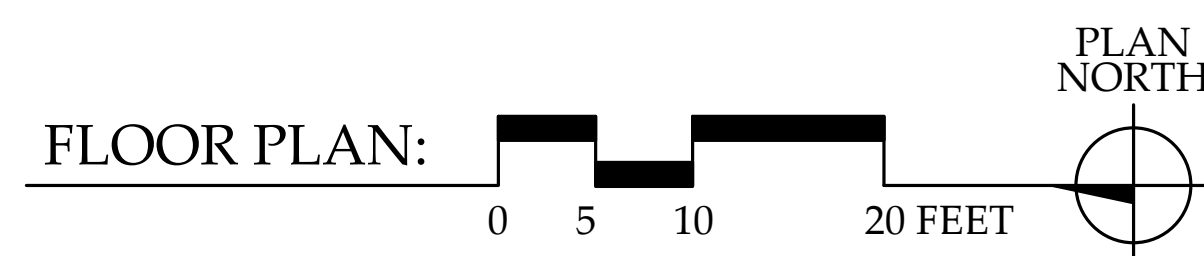
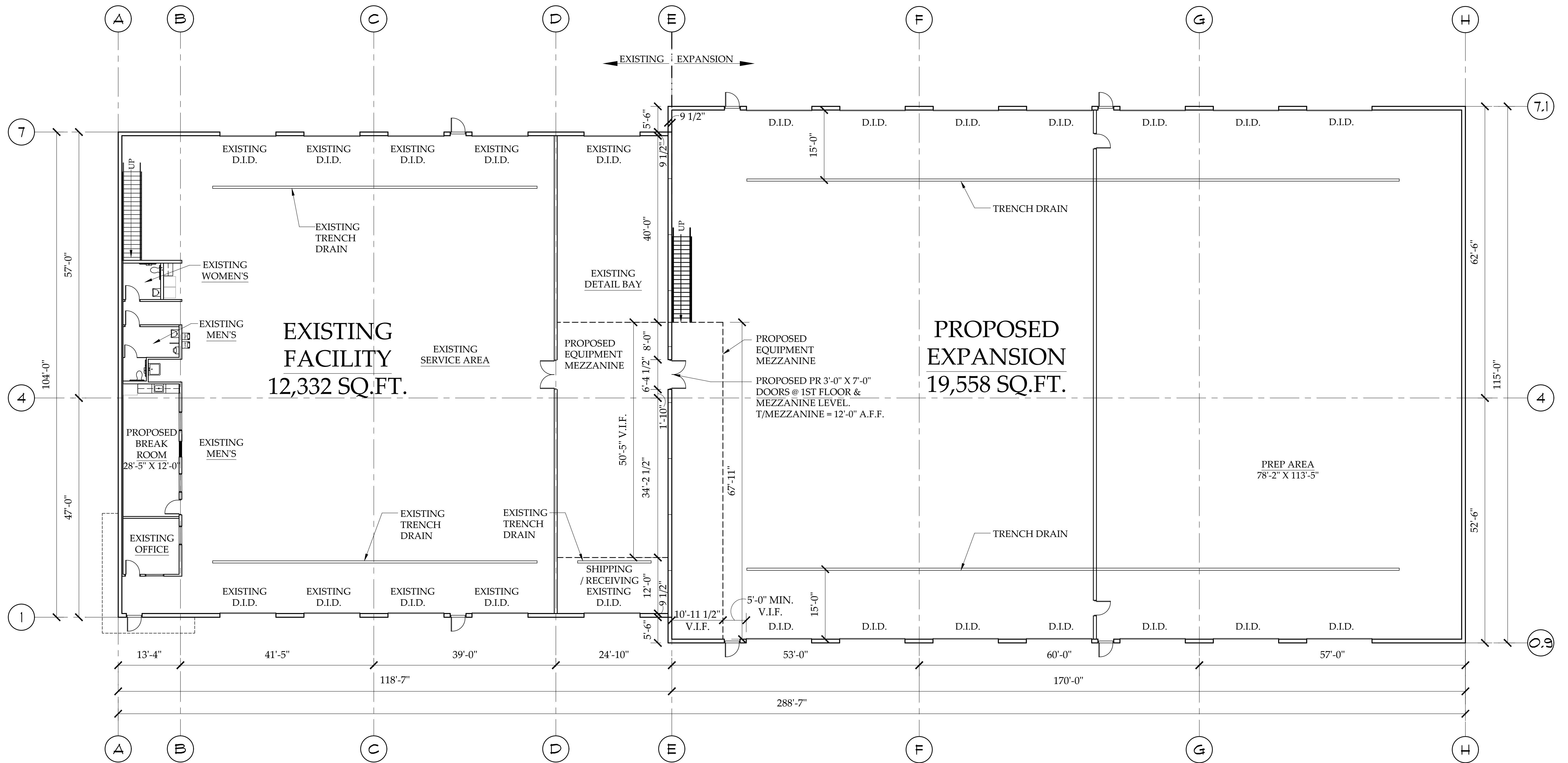
no.	date	revision description
-	01/18/2022	ISSUED FOR ZONING REVIEW

date: 1-13-2022
drawn: JLO
checked: MJB

GENERAL RV BUILDING EXPANSION
14000 AUTOMALL DRIVE
HUNTLEY, IL 60142

SITE PLAN

job no. 21337-bldg2
sheet no. A100



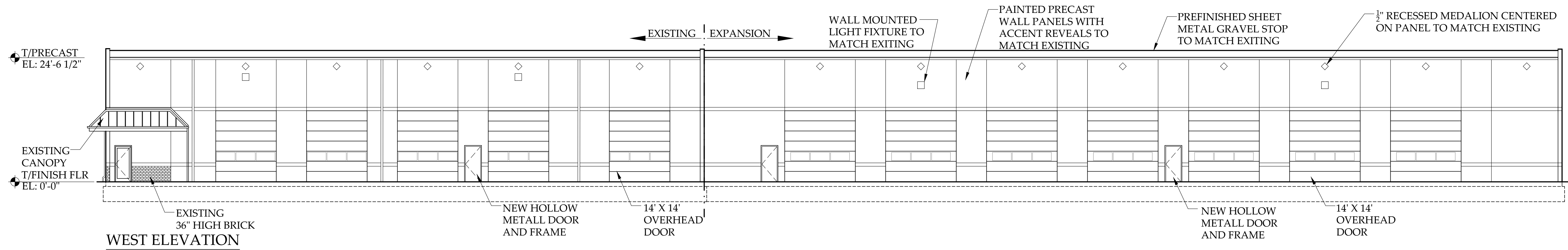
PROPOSED IMPROVEMENTS - BUILDING 2

14000 AUTOMALL DRIVE - HUNTLEY, ILLINOIS

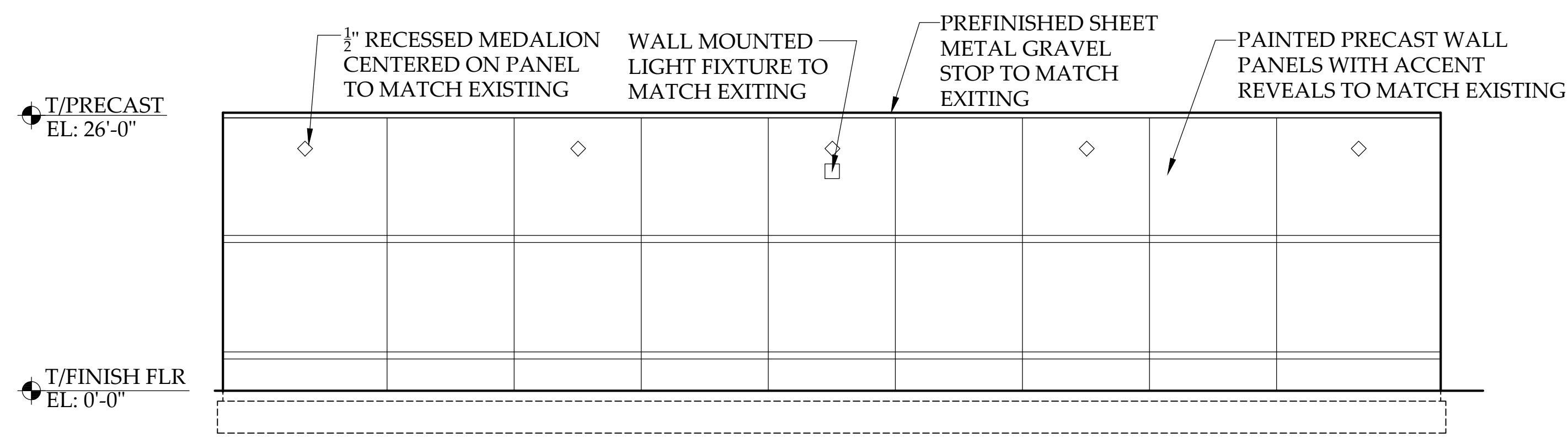
FEBRUARY 14, 2022 #21337

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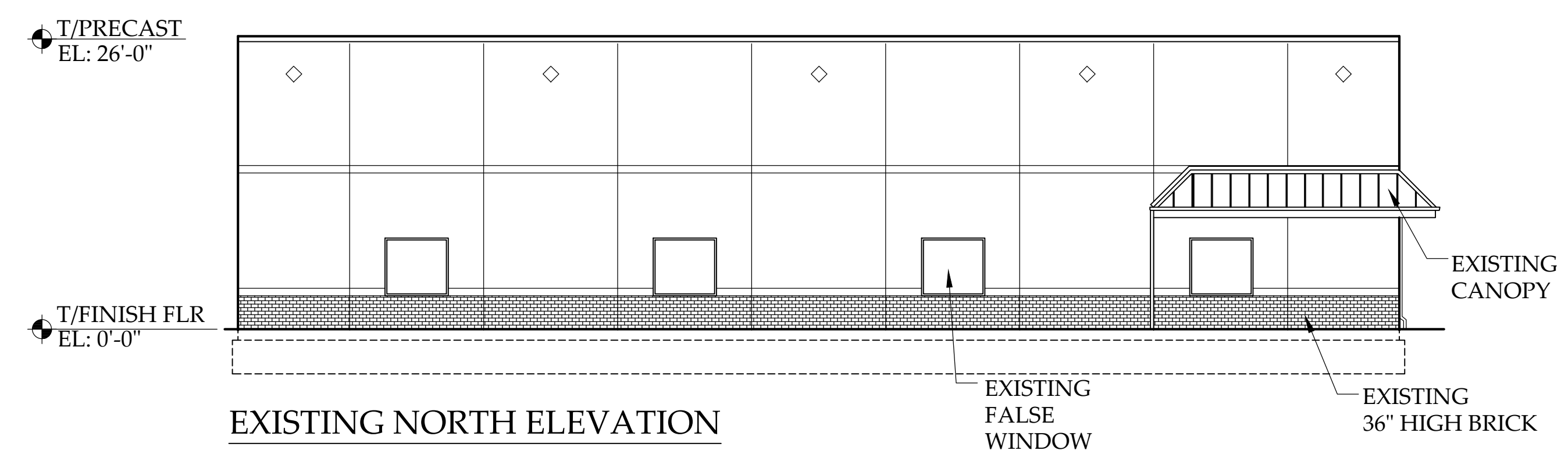




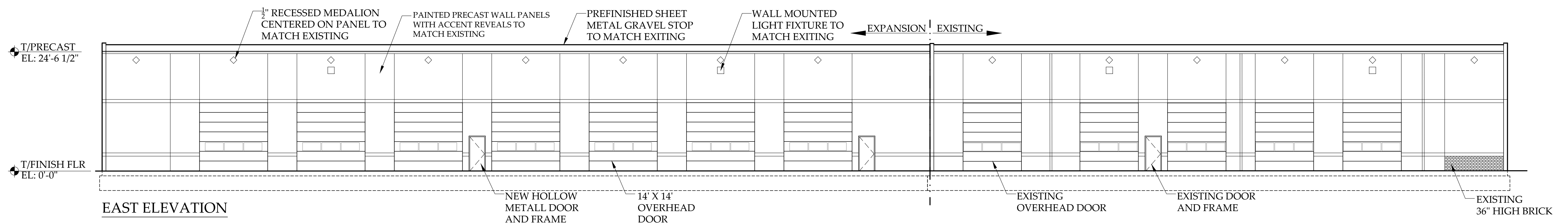
WEST ELEVATION



SOUTH ELEVATION



EXISTING NORTH ELEVATION



EAST ELEVATION

NOTE: PER SECTION 156.089(A)(2) OF THE ZONING ORDINANCE ANY PROPOSED MECHANICAL UNITS WILL BE FULLY SCREENED FROM VIEW BY UTILIZING SCREENING DEVICES SURROUNDING EACH PIECE OF EQUIPMENT.



ELEVATIONS - BUILDING 2

14000 AUTOMALL DRIVE - HUNTLEY, ILLINOIS

FEBRUARY 14, 2022 #21337

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D-Series Size 2 LED Wall Luminaire



Catalog Number	DSXW2 30C 700 50K TFTM MVOLT
Notes	
Type	E5

Hit the Tab key or mouse over the page to see all interactive elements.

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability!
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background!

To learn more about A+, visit www.acuitybrands.com/aplus.

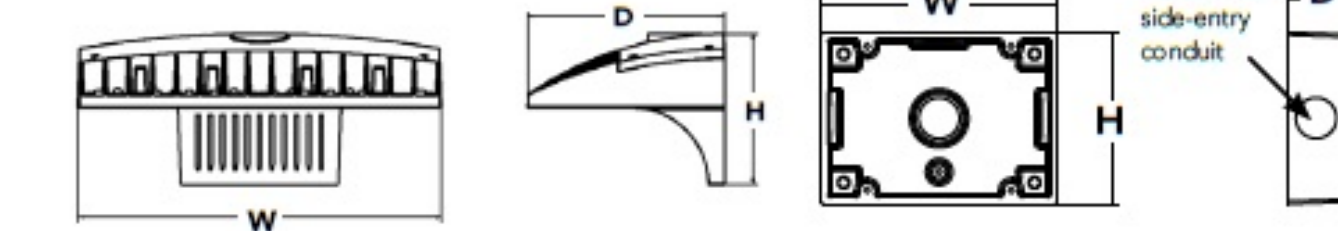
- See ordering tree for details.
- A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: [Link to Roam](#); [Link to DTL DLL](#)

Specifications Luminaire

Width: 18-1/2" (47.0 cm)
Depth: 10" (25.4 cm)
Height: 7-5/8" (19.4 cm)

Back Box (BBW)

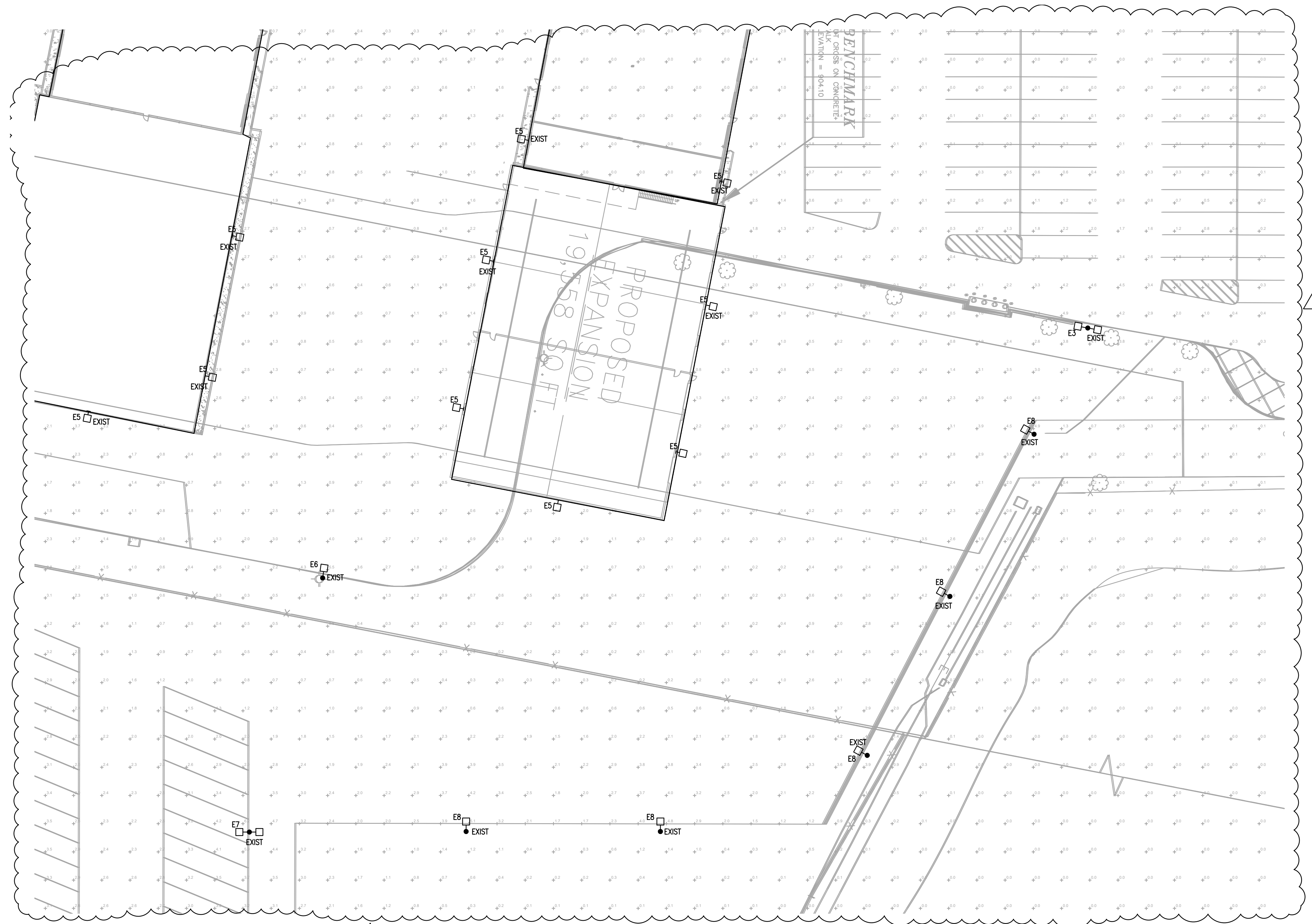
Width: 5-1/2" (14.0 cm)
Depth: 1-1/2" (3.8 cm)
Height: 4" (10.2 cm)



A+ Capable items indicated by this color background.

Ordering Information EXAMPLE: DSXW2 LED 30C 700 40K T3M MVOLT DDBTXD

Series	LEDs	Drive Current	Color temperature	Distribution	Yo/Rage	Mounting	Control Options
DSXW2 LED	20C 20 LEDs (two engines)	350 350 mA	30K 3000 K	T2S Type II Short	MVOLT ¹ 120*	Shipped included (blank) Surface-mounting bracket	Shipped installed PE Photoelectric cell, button type ²
	30C 30 LEDs (three engines)	530 530 mA	40K 4000 K	T2M Type II Medium	208* 208*		PER NEMA twist-lock receptacle only (control ordered separately) ³
		700 700 mA	50K 5000 K	T3S Type III Short	240* 240*		PER5 Five-wire receptacle only (control ordered separately) ³
		1000 1000 mA (1A)	AMBPC Amber phosphor converted ⁴	T3M Type III Medium	277* 277*		PER7 Seven-wire receptacle only (control ordered separately) ³
				T4M Type IV Medium	347* ^{4,5} 347* ^{4,5}	Shipped separately BBW Surface-mounted back box (for conduit entry)	DWG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)
				TFTM Forward Throw Medium	480* ^{4,5} 480* ^{4,5}		PIR 180° motion/ambient light sensor < 15' mag ht ^{6,8}
							PIRH 180° motion/ambient light sensor, 15-30' mag ht ^{6,11}
							PIRH CV Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1ft ^{12,13}
							PIRH FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1ft ^{12,13}
Other Options		Finish required					
Shipped installed	Shipped separately ¹¹			DDBXD Dark bronze	DSSXD Sandstone	DWWGXD Textured white	
SF Single face (120, 277, 347V) ¹	BSW Bird-deterrent spikes			DBLXD Black	DOBTXD Textured dark bronze	DSSYXD Textured sandstone	
DF Double face (208, 240, 480V) ¹	VG Vandal guard			DNAXD Natural aluminum	DBLTXD Textured black		
HS House-side shield ⁴				DWXXD White	DNAATXD Textured natural aluminum		
SPD Separate surge protection ¹¹							



1 PHOTOMETRIC SITE PLAN Scale: 1" = 30'-0"

TAG	MFG/CAT #	LAMP	COLOR	MTG HT	LUMENS	WATTS	REMARKS
E2	LITHONIA #DSX1 LED 60C 700 50K TFTM	LED	5000K	24'-6"	16096	131	TYPE 4 LED FIXTURE ON 20' POLE
E3	LITHONIA #2) DSX1 LED 60C 700 50K TFTM L90/R90	LED	5000K	24'-6"	32192	262	(2) TYPE 4 LED FIXTURE ON 22' POLE
E5	LITHONIA #DSXW2 LED 30C 700 50K TFTM	LED	5000K	24'-6"	8089	71	TYPE 4 LED WALL MOUNTED FIXTURE
E6	LITHONIA #DSX1 LED P8 50K T3M	LED	5000K	24'-6"	25332	207	TYPE 3 LED FIXTURE ON 22' POLE
E7	LITHONIA #2) DSX1 LED P8 50K T5W	LED	5000K	24'-6"	50664	417	(2) TYPE 5 LED FIXTURE ON 22' POLE
E8	LITHONIA #DSX1 LED P8 50K TFTM	LED	5000K	24'-6"	25332	207	TYPE 4 LED FIXTURE ON 22' POLE

PROJECT

General RV - Expansion
 14000 Automall Drive
 Huntley, Illinois

REVISIONS

1/8/21	ISSUED FOR PERMIT
2/17/22	LBL EXIST FIX, SHOW ONLY SCOPE AREA

PROJECT NO. -

DRAWN BY KAD

CHECKED BY KAD

DRAWING SCALE 1" = 30'-0"

SHEET TITLE PHOTOMETRIC SITE PLAN

SHEET NO. E0.1

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR A RECREATIONAL VEHICLE SALES AND SERVICE USE
IN THE "C-2" - PDD REGIONAL RETAIL PLANNED DEVELOPMENT DISTRICT
FOR GENERAL RV, 14000 AUTOMALL DRIVE**

Ordinance (O)2022-03.##

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, General RV, petitioner/owner, has requested approval of an amendment to the Special Use Permit for a Recreational Vehicle Sales and Service use in the "C-2" – PDD Regional Retail Planned Development District; and

WHEREAS, the proposed ±19,558 square foot addition to the standalone service building will include 14 drive-in doors; and

WHEREAS, as proposed, the plans will require the following relief to be approved as part of the Site Plan Review.

1. Table XII-2 of the Zoning Code requires 4 parking spaces per 1,000 square feet of gross building area and 2 parking spaces per service bay. The plans provide for 161 parking spaces. Relief is required to allow for 161 parking spaces instead of 181 spaces.

WHEREAS, the Plan Commission conducted a public hearing for the request on Monday, February 28, 2022, and with no members of the public offering testimony in opposition or in favor of the request, and after having considered Standards for Special Use Permits, the Plan Commission unanimously recommended approval of the request by a vote of 6 to 0, subject to the following conditions:

1. All improvements and development must occur in full compliance with the submitted plans and all other applicable Village Municipal Services (Engineering, Public Works, Planning and Building) design standards, practices and permit requirements.
2. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
3. No building plans, permits or Certificates of Occupancy are approved as part of this submittal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The request from General RV, petitioner/owner, for an amendment to the Special Use Permit for a Recreational Vehicle Sales and Service use in the "C-2" – PDD Planned Development District is hereby approved subject to the conditions referenced above.

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

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

Timothy J. Hoeft, Village President

ATTEST:

Rita McMahon, Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – A Resolution Approving and Authorizing Execution of a Property Purchase and Sale Agreement with Billitteri Enterprises, LLC for the sale of 11808 Coral Street**

Department: **Village Manager’s Office**

INTRODUCTION

On February 10, 2022, the Village Board approved Resolution (R)2022-02.13 Approving and Authorizing Execution of a Purchase and Sale Agreement (PSA) with the Huntley Fire Protection District to purchase the former Station One property at 11808 Coral Street. At the same meeting, the Village Board also approved Resolution (R)2022-02.14 Regarding Potential Disposition of Property Within the Huntley Downtown TIF District and Inviting Submission of Alternative Bids And Proposals for 11808 Coral Street. The deadline for submittals was February 24th. No alternative proposals were submitted. Subject to the Village’s acquisition of fee title to the property, the Village intends to sell a portion of the site to Billitteri Enterprises, LLC (“Developer”) for a mixed-use development consisting of a ground floor restaurant and 18 apartment units (two studio, nine one-bedroom, and seven two-bedroom units on three upper floors).

STAFF ANALYSIS

Per the terms and conditions of the PSA, the Village would agree to sell the southern portion of the property (which includes the old fire station building) to the Developer for \$10 subject to satisfaction of certain contingencies, including the following key items: (i) Village Board and Developer approval of a redevelopment agreement for the project; (ii) Village Board approval of the Developer’s petition for required development approvals to accommodate the mixed-use development as proposed; (iii) Developer obtaining financing for not less than 75% of the project costs and establishing an escrow account to pay construction costs; (iv) Developer having provided a performance bond for 110% of the cost to complete the building shell redevelopment; and (v) Developer applying for a building permit to begin work on the project. The redevelopment agreement and development petition are addressed under separate agenda items. The redevelopment agreement also establishes obligations of both the Village and Developer for redevelopment of the property and TIF funds allocated to assist with the project.

The PSA also includes a requirement for the developer to purchase the property to the east at 11011 Woodstock Street, which is planned to be incorporated into a new Woodstock Street parking lot to be constructed by the Village. Alternatively, the contract may be assigned to the Village at the Village’s request. Acquisition cost for the 11011 Woodstock St. property is \$260,000, plus closing costs.

Subject to the Village Board’s approval of the PSA, as well as the redevelopment agreement and development relief that are addressed under separate agenda items, the anticipated next steps are as follows:

- The Village and Developer will cooperate to complete all remaining due diligence and closing conditions, including Developer’s obligation to obtain construction financing, deliver performance security, and acquire the adjacent property at 11011 Woodstock Street.



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

- Closing will occur 30 days or less after satisfaction of the closing conditions.
- Two closings will be required to complete the transaction described in the PSA: (1) closing on the Village's purchase of the property from the Fire District; and (2) closing on the Village's sale of the southern portion of the property to Developer. It is anticipated that the two closings will occur in close succession.
- Items approved by the Village Board will take effect and be recorded against the property at the closings, including:
 - Deeds
 - Final plat of subdivision,
 - Redevelopment agreement,
 - Ordinance granting special use permits, preliminary and final planned unit development, and other development approvals.
- After closing, the Developer will proceed to redevelop the southern portion of the property as outlined in the PSA and redevelopment agreement. The Village will consolidate and develop the northern portion of the property and the 11011 Woodstock St. parcel as a public parking lot.
- In the event that Developer does not acquire the redevelopment property as contemplated by the PSA, then the redevelopment agreement and zoning approvals will be null and void.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies "*Strong Local Economy*" as a strategic focus and the following goals: "*Location of Choice for Residents,*" "*Location of Choice for New and Expanding Businesses of all Sizes,*" and "*A Vibrant Downtown Gathering Place.*" The addition of housing units in the downtown would create diversity in available housing options, while the addition of a restaurant will offer new dining opportunities. Additional commercial development in the downtown would also enhance its location as a gathering place and reinforce the economic vitality of the area.

FINANCIAL IMPACT

The property is located in the Downtown TIF. The Village will sell the property to the developer for \$10.00. The preliminary estimated private investment in the project is approximately \$5 million, with an estimated TIF increment of \$1,306,000 generated through the end of the TIF in 2036. Per the proposed redevelopment agreement terms, at least 60% of the incremental property tax revenue generated by the project would be retained by the Village's TIF Fund, and up to 40% of the increment would be used to reimburse TIF-eligible developer expenses until such time as the developer has received the amount of \$386,000. At that time, projected to occur in 2032, the Village would receive 100% of the incremental tax revenue. Additionally, under the proposed redevelopment agreement, the TIF Fund would reimburse up to \$150,000 of eligible expenses related to build-out of the restaurant space. Since the building is currently owned by the Fire District, the property is tax exempt and generates no property tax revenue. In addition to the property tax revenue, the restaurant will generate sales tax revenue and video gaming revenue.

LEGAL ANALYSIS

The Village Attorney has reviewed the agreement and prepared the resolution for Village Board consideration.



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

*March 10, 2022
Village Board Meeting*

ACTION REQUESTED

A motion of the Village Board is requested for a Resolution Approving and Authorizing Execution of a Property Purchase and Sale Agreement with Billitteri Enterprises, LLC for 11808 Coral Street.

SUPPORTING DOCUMENTS

1. Draft Resolution

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
PROPERTY PURCHASE AND SALE AGREEMENT WITH
BILLITTERI ENTERPRISES, LLC FOR 11808 CORAL STREET, HUNTLEY**

Resolution (R)2022-03.xx

WHEREAS, the Village of Huntley, Illinois, is a home rule unit of local government pursuant to the provisions of Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Village of Huntley ("*Village*") is the contract purchaser of real property located at 11808 Coral Street, Huntley, Illinois [P.I.N. 18-28-376-043]; and

WHEREAS, such property is located in the Village's Downtown TIF District, for which the Village has previously adopted tax increment financing, approved a TIF Redevelopment Plan, and established a special tax allocation fund; and

WHEREAS, the Mayor and Village Board of Trustees previously approved and entered into a purchase and sale agreement with the Huntley Fire Protection District to acquire the property at 11808 Coral Street and have determined that it is in the best interests of the Village and its residents to sell a portion of such property (being the southern approximately 11,665 square feet thereof, including the existing fire station building) (the "*Property*") for redevelopment with a mixed-use building containing a ground floor restaurant and rental apartments, consistent with the Downtown TIF Redevelopment Plan; and

WHEREAS, the Village has received a proposal from Billitteri Enterprises, LLC ("*Developer*") to acquire the Property for redevelopment with an approximately 5,181 square foot ground floor restaurant and 18 upper-floor apartment units; and

WHEREAS, on February 10, 2022, the Village adopted Resolution No. 2022-02.14 inviting interested persons to submit alternative proposals for acquisition and redevelopment of the Property, and the Village received no alternative proposals; and

WHEREAS, the Village Board has identified Developer as the preferred purchaser and developer of the Property based upon Developer's proposal, and the Village and Developer have negotiated a contract for the Village's sale of the Property to Developer in the amount of \$10 and subject to the terms of a mutually-acceptable redevelopment agreement ("*Purchase Contract*"), which Purchase Contract has been presented to the Village Board for review in executive session consistent with Section 2(c)(5) of the Open Meetings Act, 5 ILCS 120/2(c)(5), but is not being publicly disseminated until the closing on the Property purchase is completed, consistent with Section 7(1)(r) of the Freedom of Information Act, 5 ILCS 140/7(1)(r); and

WHEREAS, the Mayor and Village Board of Trustees, having reviewed and considered the Purchase Contract, find and determine that approving and executing the Purchase Contract is in

the best interests of the Village and its residents and will further the goals and objectives of the TIF Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY, MCHENRY AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION I: The Village Board hereby approves the Purchase Contract in substantially the form presented to the Village Board, and in a final form to be approved by the Village Manager in consultation with the Village Attorney. The Village President is hereby authorized and directed to sign the Purchase Contract in its final form on behalf of the Village.

SECTION II: Following execution in full of the Purchase Contract, the Village Manager, Village Attorney, and any other officers, employees, or consultants of the Village as the Village Manager determines to be necessary or appropriate, are hereby authorized and directed to do, or cause to be done, all things necessary to effect the closing of the Village's sale of the Property pursuant to the Purchase Contract.

SECTION III: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March 2022.

APPROVED:

ATTEST:

Timothy J. Hoeft, Village President

Rita McMahon, Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration - An Ordinance Authorizing the Approval and Execution of a Redevelopment Agreement between the Village of Huntley and Billitteri Enterprises, LLC for the Redevelopment of the Property at 11808 Coral Street**

Department: **Village Manager's Office**

INTRODUCTION

The Village Board approved the Downtown Revitalization Plan in September, 2010 and has worked diligently to implement the plan, including the establishment of a Tax Increment Finance (TIF) District for the area. A fundamental component of the Downtown Plan is the redevelopment of properties within the TIF District. The plan identified the Fire Protection District property at 11808 Coral Street as a key redevelopment parcel appropriate for a mixed-use development that includes retail or dining uses on the ground floor and multi-family units above. The proposal by Billitteri Enterprises (developer) includes a restaurant space of approximately 5,181 square feet on the ground floor with outdoor patio area and the addition of three stories of apartment units above. The Village is the contract purchaser of the former Fire Station One building, having executed a purchase and sale agreement with the Huntley Fire Protection District as approved by the Village Board on February 10th. The Village intends to sell a portion of the property, excluding the parking lot, to the developer subject to a purchase and sale agreement, which is included as a separate agenda item for Village Board consideration.

STAFF ANALYSIS

Per the authorization granted by the Village Board on September 23, 2021, the Village has negotiated a Redevelopment Agreement with the developer to facilitate the redevelopment of the property at 11808 Coral Street for the uses as described above.

Important project elements and key points of the Redevelopment Agreement are as follows:

- a) ± \$5,000,000 private investment project in the Downtown TIF District, the largest to date
- b) Developer has secured a 10-year lease with restaurant operator DC Cobbs for approximately 5,181 square feet of space on the ground floor with an outdoor patio area adjacent to Coral Street
- c) The addition of three stories to the building to accommodate 18 apartment units (two studio, nine one-bedroom, and seven 2-bedroom units) with elevator service for tenants
- d) Developer is required to have in place a construction loan to finance not less than 75% of the cost to complete the project prior to obtaining title, and all construction funds must be placed into a construction escrow account at closing. Per the purchase and sale agreement, closing would occur within 30 days after satisfaction of all pre-conditions
- e) Developer will commence construction within 30 days after closing, with timetable for completion of the building shell by December 31, 2022
- f) The Village will complete the adjacent public parking lot by May 1, 2023
- g) Restaurant to be open to the public by June 30, 2023
- h) Developer must complete the building and obtain a final certificate of occupancy by June 30, 2023
- i) The developer shall furnish to the Village a performance bond in the amount of 110% of the estimated cost of completion of the building shell to ensure its completion in the event that the developer is unable to complete the construction



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

- j) Provided that developer timely completes the redevelopment as agreed, submits required documentation, and meets other conditions, then developer will receive reimbursement for certain TIF-eligible expenses from the TIF Fund. The agreement provides for allocation of TIF incremental revenues between the Village/TIF and the developer
- k) Developer presentation of project construction progress reports on a monthly basis

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies “*Strong Local Economy*” as a strategic focus and the following goals: “*Location of Choice for Residents,*” “*Location of Choice for New and Expanding Businesses of all Sizes,*” and “*A Vibrant Downtown Gathering Place.*” The addition of housing units in the downtown would create diversity in available housing options, while the addition of a restaurant will offer new dining opportunities. Additional commercial development in the downtown would also enhance its location as a gathering place and reinforce the economic vitality of the area.

FINANCIAL IMPACT

Important financial issues addressed in the Redevelopment Agreement include:

- a) Total project cost (developer investment) of at least \$5,000,000 (including tenant build-outs)
- b) Village sells the land to the developer for \$10.00
- c) All development and building permit fees waived for initial buildout of restaurant and apartments
- d) Estimated TIF increment of \$1,306,000 generated through the end of the TIF in 2036
- e) At least 60% of the incremental property tax revenue generated by the project retained by the Village’s TIF Fund, and up to 40% of the increment used to reimburse TIF-eligible developer expenses until such time as the developer has received the maximum amount of \$386,000, projected to occur in 2032; after that, the Village would receive 100% of the incremental tax revenue; the property is currently tax exempt and generates no property tax revenue
- f) All final certificates of occupancy are to be issued for the apartments and restaurant by June 30, 2023 or the maximum reimbursement amount will be reduced by \$500 per day
- g) The TIF Fund will reimburse the developer up to \$150,000 of eligible expenses related to build-out of the restaurant space; \$75,000 paid after issuance of the first building permit and \$75,000 if the restaurant is open to the public by June 30, 2023

Sales tax and video gaming tax revenue will be generated by the restaurant, with 100% of the revenue generated retained by the Village

LEGAL ANALYSIS

The Redevelopment Agreement was prepared by the Village Attorney and all is in order for Village Board approval.

ACTION REQUESTED

A motion of the Village Board Approving an Ordinance Authorizing Approval and Execution of a Redevelopment Agreement between the Village of Huntley and Billitteri Enterprises, LLC for the Redevelopment of the Property at 11808 Coral Street.

SUPPORTING DOCUMENTS

- 1. Redevelopment Agreement
- 2. Draft Ordinance

**This instrument prepared for
and after recording return to:**

Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager

This section for Recorder's use only

REDEVELOPMENT AGREEMENT

FIRE STATION REDEVELOPMENT PROJECT

This **REDEVELOPMENT AGREEMENT** (“*Agreement*”), is entered into this _____ day of _____, 2022 by and between the VILLAGE OF HUNTLEY, Kane and McHenry Counties, Illinois, an Illinois home rule municipal corporation (the “*Village*”) and BILLITTERI ENTERPRISES, LLC (the “*Developer*”; Village and Developer are sometimes herein referred to as a “Party” and collectively, as the “Parties”) as of its Effective Date, as herein defined.

WITNESSETH

IN CONSIDERATION of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

RECITALS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

WHEREAS, the Village has identified redevelopment of its downtown area as a key priority as part of the Village's Strategic Plan, with a particular focus on redevelopment of blighted, vacant, and/or underutilized sites in the downtown area in order to promote economic development, eradicate blight, and expand and diversify its tax base; and

WHEREAS, in furtherance of such goals, the Village has established a Downtown TIF District (the "**TIF**") and adopted tax increment financing in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "**TIF Act**"), approved a TIF Redevelopment Plan for the TIF (the "**TIF Plan**"), and established a special tax allocation fund for the deposit of incremental revenues from the TIF area (the "**TIF Fund**"); and

WHEREAS, there is, within the TIF, an approximately 18,000-square-foot parcel of real estate, which is located at 11808 Coral Street (P.I.N. 18-28-376-043), which was formerly used by the Huntley Fire Protection District as a fire station (the "**Fire Station Property**"); and

WHEREAS, the Fire Station Property is improved with a public fire station building and related improvements that are currently vacant, unused, and functionally obsolete (the "**Fire Station Building**"); and

WHEREAS, the Village recently acquired the Fire Station Property from the Huntley Fire Protection District in order to further the site's redevelopment consistent with the TIF Plan and the 2010 Downtown Revitalization Plan, and the Village is now the record owner of the Fire Station Property; and

WHEREAS, the Village intends to resubdivide and redevelop a portion of the Fire Station Property for public parking facilities and desires to facilitate a sale of the remaining portion of the Fire Station Property (including the Fire Station Building), which remainder is legally described and depicted in **Exhibit A** hereto (the “**Property**”), for private redevelopment with a restaurant on the ground floor and residential apartment units on the upper floors, all in a manner that aligns with the TIF Plan and the historical character of the Village’s downtown business district; and

WHEREAS, the Village has received a proposal from Developer to redevelop the Property and Fire Station Building; and

WHEREAS, the President and Board of Trustees of the Village of Huntley (“**Corporate Authorities**”) thereafter adopted: (i) Resolution (R)2021-09.71 on September 23, 2021 setting forth the Village’s determination that it is in the best interests of the Village and its residents to pursue negotiations with Developer regarding a potential redevelopment of the Property consistent with the TIF Plan; and (ii) Resolution (R)2022-02.14 on February 10, 2022 inviting interested persons to submit alternative redevelopment proposals; and

WHEREAS, Developer desires to redevelop the Property as a mixed-use planned unit development that will include renovation, reconstruction, and/or replacement of the existing Fire Station Building to convert it into a four-story building (the “**Building**”) with an approximately 5,181-square-foot restaurant tenant space on the ground floor (the “**Restaurant**”) and up to 18 studio, one-bedroom, and two-bedroom rental apartment units on the three upper floors (the “**Apartments**”) and installing landscaping, lighting, signage, and other related accessory improvements on the Property, all in a manner and design consistent with the historical character of the Village’s downtown area (collectively, the “**Project**”); and

WHEREAS, the Village received no alternative proposals, and the Village Board identified Developer as the preferred purchaser and redeveloper of the Property based on Developer's proposal for the Project; and

WHEREAS, based upon the Village's redevelopment goals for the Property, the configuration and size of the Property, and the significant costs of redeveloping the Property in light of its condition and the specialized, but functionally obsolete, nature of the existing public building and related improvements thereon, the Village and Developer have determined that it would not be practically or financially feasible to redevelop the Property unless related public improvements are undertaken by the Village and financial assistance is made available from the TIF and the TIF Fund in accordance with the TIF Act; and

WHEREAS, the Project is expected to result in private investment of not less than \$5,000,000.00, including tenant associated build out improvements, and it is understood between the Developer and the Village that said estimate is based on the preliminary cost of construction of the Project and may be adjusted based on site conditions, final plan modifications, the scope of work required to undertake the Project, labor and material costs, and other matters; and

WHEREAS, the Village has determined that the expected private investment within the TIF and proposed redevelopment of the Fire Station Property (including without limitation acquiring the Fire Station Property from the Huntley Fire Protection District, acquiring and assembling additional land and constructing related public parking and other improvements, and undertaking the Project on the Property) will provide significant benefits that further goals of the Village and the TIF Plan, including to eliminate vacancy and blight within the TIF, improve land use patterns in the downtown area, enhance economic development and the Village's tax base, enhance the historical character of the downtown area, provide a desirable mix of housing

options including for residents seeking proximity to the Village’s pedestrian-friendly downtown business district, and establish new public parking and other infrastructure improvements that will benefit residents and property owners in the vicinity of the Property; and

WHEREAS, the Village has further determined that the foregoing goals and objectives warranted consideration of utilizing TIF incremental revenues and financing to provide assistance for the Project and related public improvements, including without limitation financing and reimbursement of eligible redevelopment project costs incurred by Developer and the Village consistent with the TIF Act, and that the Project would not be financially feasible but for such measures; and

WHEREAS, the Village and Developer have entered into a Property Purchase and Sale Agreement dated [REDACTED] (the “*PSA*”), which provides for the sale of the Property by the Village to Developer subject to various conditions, including execution of a mutually-acceptable redevelopment agreement providing for completion of the Project and financing and reimbursement of certain TIF-eligible redevelopment project costs; and

WHEREAS, Developer submitted an application to the Village for development approvals including approval of special use permits, combined preliminary and final planned unit development approvals, plat of resubdivision, and other relief (the “*Project Approvals*”) as necessary for completion of the Project on the Property consistent with the final site plan (“*Final Site Plan*”) attached hereto and made a part hereof as **Exhibit B** and other plans and specifications submitted by Developer for the Project; and

WHEREAS, pursuant to notice duly provided, the Plan Commission and Zoning Board of Appeals of the Village (“*PCZBA*”) conducted a public hearing on February 28, 2022

regarding the requested Project Approvals for the Property and thereafter recommended that the Project Approvals be granted; and

WHEREAS, the Corporate Authorities reviewed and considered the Developer's application, the public hearing record including all testimony and comments received, the PCZBA's recommendation, and other relevant matters and information and thereafter adopted Ordinance [REDACTED] granting the Project Approvals; and

WHEREAS, in order to induce the Developer to acquire the Property and to undertake the Project consistent with the Project Approvals, the Corporate Authorities have determined that it is in the best interests of the Village and the health, safety, morals and welfare of the residents of the Village for the Village to enter into this Agreement and to provide for financing or reimbursement of certain eligible Redevelopment Project Costs that the Village and Developer have incurred, or will incur, in connection with the acquisition of the Property and completion of the Project and related public improvements, all subject to the terms and conditions set forth herein and in accordance with the TIF Act; and

WHEREAS, the Developer represents and warrants to the Village, and the Village hereby finds and determines that, but for the TIF financing assistance to be provided to Developer pursuant to this Agreement and in accordance with the TIF Act, it would not be economically feasible for Developer to acquire the Property and complete the Project, and Developer would not be able to obtain private financing necessary to acquire the Property and complete the Project but for such TIF assistance; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Parties, by execution of this Agreement, acknowledge and agree that all notices, publications, procedures, public hearings, and other

matters require for consideration and approval of this Agreement have been made, given, held, and performed as required by applicable statutes, codes, and ordinance; and

WHEREAS, the Village and Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Village and Developer according to the terms hereof; and

WHEREAS, upon approval and execution of this Agreement, the Developer is hereby designated as the “developer of record” for the Project by the official action of the Village, and Developer and Village desire for Developer to continue in that capacity and to redevelop the Property as more particularly provided in this Agreement; and

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of all of which is acknowledged by each Party upon execution, this Agreement shall be the Parties’ agreement for the redevelopment of the Property following its acquisition by Developer as herein provided:

ARTICLE ONE

INCORPORATION OF RECITALS

The parties hereto agree that all of the recitals are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Article One.

ARTICLE TWO

OBLIGATIONS OF THE PARTIES

2.1 Description and Use of the Property. The Property shall be subdivided from the Fire Station Property and thereafter redeveloped with the proposed four-story Building containing the Restaurant on the ground floor and the Apartments on the upper floors and related improvements, all consistent with the Project Approvals.

2.2 Developer Obligations and Agreements. In consideration of the substantial commitments of the Village relating to completion of the Project on the Property, completion of related public improvements, and the Village's other commitments contained in this Agreement, the Developer shall fulfill, as a condition to the Village's obligations hereunder, the following obligations:

- A. The Developer has secured the Project Approvals and has further secured, or shall hereafter secure or cause to be secured, all other required permits, entitlements, authorizations, and approvals necessary or required to construct and complete the Project in accordance with the Requirements of Law, as hereinafter defined.
- B. Developer shall, at its sole cost and expense, design, construct, and install all improvements necessary to complete the Project in accordance with the Project Approvals and, where applicable, subject to review and approval by all governmental entities or agencies having jurisdiction or their authorized agents in conformity with all applicable laws, regulations, permits, and approvals. All work on the Property shall be conducted in a good and workmanlike manner with good quality materials. All such work shall proceed in accordance with the construction schedule attached hereto as **Exhibit D** ("***Construction Schedule***") and shall be undertaken and completed with due dispatch once commenced. All public and private improvements for the Project shall be completed and made ready for inspection and final approval by the Village or other agencies having jurisdiction consistent with the Construction Schedule; provided, however that Developer shall be allowed extensions of time beyond the completion dates set forth in the Construction Schedule only for unavoidable delay caused by Force Majeure (as defined herein).

- C. Developer has furnished to the Village a Project Budget (the “**Project Budget**”), which includes the total anticipated cost of the Project and use of all funds necessary to complete the Project in its entirety. The Developer hereby certifies to the Village that the Project Budget is true, correct, and complete, to the best of the Developer’s knowledge, in all material respects. The Developer shall promptly deliver to the Village certified copies of any Material Change Orders (as hereinafter defined) with respect to the Project Budget for approval. Material Change Orders shall be defined as any changes to the Project Budget that, in the aggregate, result in a change of the total cost of the Project by 10% or more. Any Material Change Orders must be submitted by the Developer to the Village; the Developer must obtain the Village’s prior written approval before approving any Material Change Orders.
- D. As a precondition to Developer’s acquisition of title to the Property pursuant to the PSA between the Village and Developer, Developer shall have obtained a construction loan to finance not less than 75% of the cost to complete the Project based on the Project Budget. Upon the closing of Developer’s acquisition of the Property, all proceeds of such construction loan, together with Developer’s required equity contribution, shall be deposited into a construction escrow account (the “**Construction Escrow Account**”) managed by a title company acceptable to the Parties (the “**Title Company**”). Developer shall cause the Construction Escrow Account to be established at closing and thereafter maintained until final completion of the Project and issuance of all final certificates of occupancy for the Building. Developer shall advance, or cause the Title Company to advance, the funds necessary to construct and complete the Project, consistent with the Project Budget, through the Construction Escrow Account. Developer shall provide to the

Village a sworn owner's statement on a monthly basis, consistent with the form attached hereto as **Exhibit E**, documenting the expenditure of funds from the Construction Escrow Account and remaining funds available to complete the Project.

- E. As security for the Village for the performance by Developer of its obligations to construct and complete the Project pursuant to and in accordance with this Agreement, Developer shall procure and maintain a performance bond (or other financial security that is acceptable to the Village in its reasonable discretion) in the Village's favor, in a form acceptable to the Village and issued by a bank or surety acceptable to the Village, and in the amount of 110% of the estimated cost of completion of the Building Shell (as defined below) as reasonably determined by the Village based on the final Project Budget (the "***Bond***"). The Bond shall allow the Village to draw upon it if Developer fails to timely and satisfactory complete all of the secured improvements in conformity with the Project Approvals. The deposit and maintenance of the Bond shall be a condition precedent to the issuance of any building permit for work on the Property. The Bond shall be maintained and renewed by Developer, and shall be held in escrow by the Village, until final approval and, where appropriate, acceptance by the Village of all Project improvements and issuance of all final certificates of occupancy for the Building. The "***Building Shell***" shall mean the improvements detailed on the building plans attached hereto as **Exhibit J**.
- F. If Developer fails to timely and satisfactorily complete all of the Project improvements in conformity with the Construction Schedule and the Project Approvals (subject to extensions for Force Majeure as provided in this Agreement), or if Developer causes or allows illegal, hazardous, or nuisance conditions to exist on the Property, then the Village

shall have the right, but not the obligation, to enter upon the Property after 30 days' prior written notice to Developer for the purpose of correcting or completing any unfinished or unsatisfactory work or improvements or correcting any such conditions. Notwithstanding the foregoing, if the Village reasonably determines that a condition on the Property poses an imminent threat to public health and safety, then the Village shall have the right, but not the obligation, to enter the Property to correct such condition immediately, and shall only be required to give such notice to the Developer as is practicable under the circumstances. If the Village performs or causes to be performed any work on the Property pursuant to this Subsection, the Village shall have the right to draw from the Bond or any other available performance security held by the Village and, if performance security is unavailable or insufficient, to place a lien on the Property for all costs and expenses incurred by the Village, including legal and administrative costs.

- G. Until all final certificates of occupancy have been issued for the Restaurant and the Apartments, the Developer shall obtain and maintain (or cause its general contractor to obtain and maintain): (a) comprehensive general liability insurance covering the Property and all improvements thereon; (b) worker's compensation insurance with statutory limits for the Project; and (c) automobile/vehicle liability insurance for all vehicles used on the Property or relating to the Project. Developer shall cause the Village to be named as an additional insured on all such policies where the Village has an insurable interest, with all the rights of a primary insured, except that on the worker's compensation insurance, the policy and certificate of insurance shall include a waiver of subrogation in favor of the Village. Said insurance policies shall be issued in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limit for bodily injury, personal injury or death,

and property damage with respect to any single occurrence, or in the case of worker's compensation insurance, as required by statute. Each of said policies shall provide for not less than thirty (30) calendar days prior written notice to the Village and Developer before such policies may be materially changed, modified or cancelled. Prior to the commencement of any work on the Project, the Developer shall provide the Village with appropriate certificates of insurance and copies of said policies issued. Additionally, the Developer shall keep in force at all times until the Project is completed, Builder's Risk Insurance against the risk of physical loss, including collapse, covering the total value of the Building and its contents, which shall include the value of all labor, equipment, supplies, and materials furnished for the Project. Should the Village receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the Village shall notify the Developer of the receipt of said notice. If the Developer fails to promptly pay any such required premium, the Village may, but is not obligated or required to, pay the premiums due during any cure period afforded in such notice. If the Village pays any premium due on any of the required insurance policies, then the amount of the premiums paid by the Village shall constitute a debt owed by the Developer to the Village, and the Village shall be entitled to file and enforce a lien against the Property. Failure of the Developer to pay any premiums on any required insurance policy shall constitute an event of default under this Agreement and shall remain so irrespective of whether the Village shall elect to pay such premiums on behalf of the Developer. The Developer may cure said default if it repays the Village for the amount of the premiums paid by the Village within thirty (30) calendar days of the

payment by the Village. If not repaid, the Village shall have the right to terminate this Agreement in accordance with the terms hereof.

- H. The Developer shall acquire (subject to waiver of Village Fees as defined below) any building permit, occupancy permit, utility connection permit, or other Village required permit for all Project Improvements and for each tenant unit to be constructed. Said permits shall be acquired in accordance with the terms of the Village of Huntley Municipal Code, as amended from time to time, and shall be issued by the Village in accordance with the Requirements of Law.
- I. Upon reasonable notice, the Village Manager, or his designee, shall have access to all portions of the Property during construction of the Project. Additionally, during the term of this Agreement and upon reasonable notice, the Village Manager, or his designee which shall be an employee or professional consultant of the Village, shall have access to all of the Developer's books and records relating to the construction of the Project, the private financing of the Project, the acquisition of the Property and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's closing documents, financing commitments, loan documents and statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit, and examination upon ten (10) calendar days' notice. The Developer shall incorporate this right to inspect, audit, examine and copy all books and records into all contracts entered into by the Developer with respect to the construction of the Project.
- J. To the extent required by law, the Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of

wages as established by the Village pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) when constructing the Project.

- K. The Developer and the Village agree to comply with all applicable Village codes and ordinances and all applicable laws, statutes, ordinances, rules, and regulations of the County of McHenry, State of Illinois, United States of America, and any other governmental body or agency having jurisdiction (“**Requirements of Law**”) in connection with the use and development of the Property and the construction of the Project, including without limitation all Requirements of Law regarding fair employment, anti-discrimination, anti-harassment, and affirmative action. Developer and Village further agree to comply with such principles as are contemplated by the TIF Plan and as are otherwise necessary to comply with the TIF Act. Developer shall not use or permit the use or occupancy of any portion of the Property in any manner whatsoever that violates any Requirements of Law or any order, covenant, or restriction or the decision of any court of competent jurisdiction, nor in any manner that is dangerous to life or property or creates a public nuisance.
- L. The Developer shall cooperate with the Village and provide the Village with any documents and information in Developer’s possession or control that the Village may reasonably request to enable the Village to comply with the TIF Act, all other Requirements of Law, and the Village’s obligations under this Agreement.
- M. During the term of this Agreement, the Developer or any of its heirs, assigns, or successors in interest to the Property or any portion thereof (including any lessee, owner, or user of any tenant unit on the Property) shall not: (1) appeal the equalized assessed valuation of all or a portion of the Property; (2) petition for tax-exempt status for all or

any portion of the Property; or (3) transfer or convey all or a portion of the Property to a tax-exempt organization or entity, except if taken by condemnation pursuant to an eminent domain action. The Developer shall include the provisions of this Section in all lease, license, or user agreements for all or any portion of the Property. The provisions of this Section shall be covenants running with the land and shall be binding upon Developer and all of its heirs, successors, and assigns in or to the Property or any portion thereof for the term of this Agreement.

- N. If requested by the Village, Developer agrees to be party to an agreement with the Village and the bank providing Project financing whereby the Village shall have the option, but not the obligation, to acquire the note and all related loan documents in the event that the financial institution initiates foreclosure proceedings, or in the event of default in the loan documents which has existed for thirty (30) calendar days or longer.

2.2 Village Obligations and Agreements. In consideration of the substantial commitment of the Developer to the development and construction of the Project, the Village agrees and covenants with the Developer as follows:

- A. The Village has, and will, cooperate in all reasonable respects to facilitate Developer's completion of the Project, including by promptly (i) holding public hearings and meetings, as necessary, with respect to the Project Approvals and any other permits, zoning, subdivision, or other approvals or relief Developer may seek from the Village relating to the Project, (ii) responding in writing to all reasonable applications, submissions, and inquiries relating to the Project, and (iii) cooperating with Developer in relation to applications or submissions necessary to obtain permits or approvals for the Project from non-Village agencies or bodies having jurisdiction, provided that any of the

foregoing are in accordance with the terms of this Agreement. Within ten (10) business days after the Village receives any complete building permit application from Developer for the Project, the Village will either: (i) issue the requested building permits, or (ii) issue a written response informing Developer as to the specific deficiencies in the application. All permit applications, plans, and specifications shall be required to conform to this Agreement, the Project Approvals, and all Requirements of Law.

- B. The Village agrees to waive all: (i) building permit fees; (ii) water and sanitary sewer connection or tap-on fees; and (iii) impact and transition fees (including without limitation fire, school, and library impact fees) established by Village ordinances for the Project, including for the initial build-out and occupancy of the Restaurant and Apartments (collectively, “*Village Fees*”).
- C. The Village agrees to construct a public parking lot and related facilities (the “*Parking Lot*”) on the remainder of the Fire Station Property and adjacent property commonly known as 11011 N. Woodstock Street (P.I.N. 18-28-376-098) in a manner that is generally consistent with the site plan attached hereto as Exhibit C. The Village shall substantially complete construction of the Parking Lot by May 1, 2023, subject to extensions due to Force Majeure.
- D. The Village shall provide to Developer a cross-access and parking easement in substantially the form attached hereto as Exhibit K authorizing the owners of the Property and their tenants, occupants, licensees, and invitees to use the Parking Lot for access and for passenger vehicle parking (including, without limitation, overnight parking) relating to the occupancy and operation of the Restaurant and the Apartments.

The easement shall be recorded against the Parking Lot parcel prior to the issuance of the first certificate of occupancy for the Property.

- E. The Village shall reimburse the Developer for qualifying Developer Expenses as provided in Article Four of this Agreement.
- F. To the extent permitted by law, the Village shall indemnify, defend, and hold harmless the Developer, its directors, members, shareholders, officers, officials, agents and employees or any of them (collectively, the “*Developer Indemnified Parties*”), from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, arising, or alleged to have arisen, in connection with the Village’s performance of any of its duties or obligations under this Agreement (but specifically excluding any claim or cause of action concerning the purchase or sale of the Property or the subsequent construction and operation of the Project). Any Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at their own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties is required to contribute to such settlement.
- G. Developer hereby acknowledges, covenants, and agrees that: (i) the corporate authorities of the Village have approved and executed this Agreement in their official and corporate capacities; (ii) in no event shall any individual elected or appointed official, officer,

employee, agent, or attorney of the Village be personally liable to Developer for any monetary damages, payments, obligations, or performance due under this Agreement, or for any alleged breach or failure of performance by the Village hereunder; (iii) Developer's sole recourse for any payments, performance, damages, or other remedies hereunder shall be against the Village itself; and (iv) the sole source of funds for the payment or reimbursement of Developer Expenses (as defined herein) shall be the TIF Fund, and any Village payment or reimbursement of Developer Expenses hereunder shall not constitute a general obligation or debt of the Village within any constitutional or statutory provision, nor shall the Village be compelled to exercise any taxing power or authority in order to make any payment or reimbursement to Developer under this Agreement.

2.3 Zoning and Uses

- A. The zoning classification of the Property is B-2. Pursuant to the Project Approvals, the Corporate Authorities have approved zoning and subdivision relief for the Property, including special use permits, preliminary and final planned unit development (PUD) approvals, and a final plat of subdivision. The Parties acknowledge that Developer intends to submit applications for a liquor license and a video gaming license for the Restaurant prior to its opening for business. The Village agrees that, subject to meeting all requirements for the approval of such licenses, the Village shall promptly take all necessary actions for the review and consideration of such license applications. Any liquor license or video gaming license issued by the Village shall be personal to the licensee (who shall be the owner or tenant of the licensed premises), non-transferrable, and issued solely for the licensee's benefit in accordance with the Huntley Code.

B. During the term of this Agreement, Developer may apply to the Village for additional zoning or subdivision relief, including amendments to the Project Approvals, and any such further relief or amendments may be approved by the Corporate Authorities in their sole discretion. Application for, or approval of, any such relief in accordance with the Village's Zoning Code, Subdivision Regulations, and other applicable laws shall not require amendment to this Agreement. Notwithstanding the foregoing, Developer acknowledges and agrees that none of the following uses may be established on the Property during the term of this Agreement, whether or not they may be, now or in the future, authorized as permitted or special uses generally within the B-2 District:

- (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation;
- (ii) flea-markets;
- (iii) second-hand, resale, or consignment stores or sales;
- (iv) pool or billiard rooms;
- (v) amusement arcade or bingo parlor (other than a licensed video gaming establishment);
- (vi) massage parlor, modeling studio, or tanning salon;
- (vii) any use or establishment that would be considered a sexually oriented business by prevailing community standards, including any business engaged in the rental or sale of pornographic literature or video products;
- (viii) tattoo parlor;
- (ix) tobacco or vape shop, smoking lounge, or hookah establishment;

- (x) adult-use or medical cannabis business, including without limitation a cannabis dispensary, cultivation center, craft grower, infuser/processor, or transporter;
- (xi) pawn shop;
- (xii) currency exchange, check cashing agency, payday loan store, cash for gold store, or any similar establishment; or
- (xiii) automotive uses.

2.4 Building Construction Plans Submittal

The Developer has delivered, or will deliver, to the Village all required building permit plans and specifications for the Project (the “*Building Permit Plans*”). The Village shall promptly review and respond to any building permit applications and plans submitted by Developer for the Project in accordance with the Huntley Code, the Requirements of Law, and this Agreement. The Village has or will issue building permits for the work described in the Building Permit Plans subject to Developer’s acquisition of the Property, compliance with the Project Approvals, and compliance with or satisfaction of all applicable Requirements of Law relating to issuance of the requested permits. All Building Permit Plans shall be prepared by a professional engineer or architect licensed in the State of Illinois, and the construction plans and all construction practices and procedures with respect to the construction of the Project shall be in full conformity with all applicable Village codes and ordinances and all other Requirements of Law.

ARTICLE THREE
PROJECT MATERIALS

3.1 Project Construction Materials

The Developer has submitted exterior construction material samples for the exterior portions in connection with its application for the Project Approvals. The Developer shall construct the Project using materials that are substantially consistent with the samples submitted and that otherwise comply with the Project Approvals and all Requirements of Law.

3.2 Marketing Sign

Subject to compliance with all applicable Village sign regulations, including issuance of a sign permit, Developer may, at its own cost and expense, erect one temporary marketing sign on the Coral Street frontage of the Property for purposes of announcing the Project. The Developer shall remove such sign prior to the issuance of a certificate of occupancy for the Restaurant.

ARTICLE FOUR
TIF FINANCING

4.1 Developer Expenses; Requirements for Certificates of Expenditure

The Parties acknowledge that the Developer will pay, or has paid, extraordinary costs relating to the assembly and redevelopment of the Property that qualify as Redevelopment Project Costs, and Developer would not have incurred such costs but for the TIF financing assistance as provided in this Agreement. Subject to the terms of this Section, the Village agrees to reimburse the Developer from the TIF Fund for a portion of the Developer's costs relating to the Project that qualify as redevelopment project costs, as such term is defined in the TIF Act (the "*Developer Expenses*") in the maximum amount of \$536,000.00 as further set forth in this

Article. The Village shall have no obligation to reimburse any Developer Expenses unless and until Developer has submitted a certificate in the form attached hereto and made a part hereof as **Exhibit F**, prepared by the Developer and reasonably approved by the Village, including all supporting documentation required by this Agreement or as the Village may reasonably request to confirm compliance with the TIF Act and other Requirements of Law (a “*Certificate of Expenditure*”). Each and every Certificate of Expenditure shall set forth and certify the nature and amount, in reasonable detail, of Developer Expenses for which reimbursement is requested. Such Developer Expenses shall have been actually incurred by the Developer as of the date of the Certificate of Expenditure. Notwithstanding anything in this Agreement to the contrary, the Village shall have no obligation to make any payment for Developer Expenses if Developer is in breach of any material obligation under this Agreement at the time the reimbursement is payable.

4.2 Eligibility and Timing for Payment.

Subject to Developer’s submission of appropriate Certificates of Expenditure to the Village and compliance with this Agreement, Developer Expenses shall be reimbursed by the Village from the TIF Fund as follows and according to the following schedule:

- A. Up to \$150,000.00 in reimbursement of Developer Expenses incurred in the rehabilitation, reconstruction, repair, remodeling, or replacement of the Fire Station Building for the Restaurant, including fixtures and leasehold improvements for the Restaurant, (“*Restaurant Expenses*”) subject to the terms and conditions of this Agreement. After issuance of the first building permit for the Restaurant tenant space, Developer may submit one or more Certificates of Expenditure requesting reimbursement of Restaurant Expenses up to \$75,000.00, in the aggregate. Provided that a restaurant tenant fully occupies the Restaurant

and is open to the general public for business on or before June 30, 2023, then Developer may submit one additional Certificate of Expenditure requesting reimbursement of up to \$75,000.00 of additional Restaurant Expenses.

- B. Up to \$386,000.00, which may be subject to reduction as provided in this paragraph, (the “*Maximum Additional Reimbursement*”) in reimbursement of other Developer Expenses incurred in completion of the Project, as further described in **Exhibit G**, that do not qualify as Restaurant Expenses. The Village’s obligation to make payments for the Maximum Additional Reimbursement shall not take effect until all final certificates of occupancy are issued for the Building, including the Restaurant and all Apartments. If Developer fails to obtain all final certificates of occupancy for the building by June 30, 2023 (subject only to extensions due to Force Majeure or due to failure of the Village to timely review, as provided in this Agreement, complete building permit applications submitted by the Developer), then the amount of the Maximum Additional Reimbursement shall be reduced by \$500 per day until all final certificates of occupancy are issued. The Maximum Additional Reimbursement shall be payable as follows, provided that Developer has first submitted appropriate Certificates of Expenditure:

- (i) For the first full tax year in which the Project is fully assessed (which is the tax year after the tax year in which the final certificate of occupancy for the Project is issued) and for each of the four subsequent tax years, the Village shall, after deducting any amounts required to be paid to school districts or public libraries pursuant to the

- TIF Act as a result of the Project: (a) retain in the TIF Fund \$37,500 or 60%, whichever is greater, of the TIF incremental revenues actually received by the TIF Fund that are attributable to the Property; and (b) pay to Developer the remainder of the TIF incremental revenues actually received by the TIF Fund that are attributable to the Property.
- (ii) Beginning in the sixth tax year for which the Project is fully assessed and continuing through the Term of this Agreement, or until the aggregate amount of all annual payments to Developer equals the Maximum Reimbursement Amount, whichever occurs first, the Village shall, after deducting any amounts required to be paid to school districts or public libraries pursuant to the TIF Act as a result of the Project: (a) retain in the TIF Fund 60% of the TIF incremental revenues actually received by the TIF Fund that are attributable to the Property; and (b) pay to Developer 40% of the TIF incremental revenues actually received by the TIF Fund that are attributable to the Property.
- (iii) Each annual payment to the Developer under this Section 4.2(B) shall be due on November 1 of the calendar year following the relevant tax year.
- (iv) In no event shall the aggregate amount of all payments to Developer under this Section 4.2(B) exceed the Maximum Additional Reimbursement amount.
- (v)

4.3 Other Uses of TIF Fund

The Developer shall not, and hereby covenants and agrees to waive any right to, seek any form of reimbursement for eligible redevelopment project costs, as such term is defined in the TIF Act, relating to the Property or the Project except for the reimbursement of Developer Expenses set forth in this Article and the waiver of Village Fees as provided in Article 2 of this Agreement. Developer further acknowledges that the Village, subject to its obligations under this Agreement, may avail itself of the benefits of the TIF Act for its expenditures in connection with the Project and otherwise in furtherance of the TIF Plan, including without limitation use of incremental revenues received by the TIF Fund (whether attributable to the Property or other properties within the TIF) to pay for or reimburse qualifying redevelopment project costs incurred by the Village, including Village costs relating to land acquisition and construction of the Parking Lot.

**ARTICLE FIVE
COVENANTS ON THE PART OF THE DEVELOPER**

5.1 Payment of Taxes, Fees and Charges

The Developer hereby covenants and agrees to promptly pay, as the same become due, any and all amounts due and owing to the Village for any reason, any and all taxes, permit fees, water bills and any other governmental charge or fine of any kind that may be assessed with regard to its operation, and all real estate taxes assessed against the Property, except Village Fees that are waived or reduced as provided in this Agreement.

5.2 Requirements of Law

The Developer hereby covenants and agrees that, at all times during the term of this Agreement, Developer shall strictly adhere to all Requirements of Law in connection with the

use, development, and maintenance of the Property and the Building; construction of the Project; and performance of all work on the Property or in furtherance of the Project.

5.3 Progress Meetings

The Developer hereby covenants and agrees to meet with designated Village Staff and to attend meetings of or make presentations to the Corporate Authorities as reasonably requested by the Village in order to keep the Village apprised of the progress of the Project.

ARTICLE SIX

PROJECT COMMENCEMENT, COMPLETION AND PENALTIES

6.1 Building Construction

The Developer hereby covenants and agrees to commence work on the Building (the “*Building Commencement*”) within thirty (30) calendar days after Developer’s acquisition of title to the Property, provided that the Village completes its review of building permit applications within ten (10) business days after they are submitted by Developer, in the manner provided by this Agreement.

6.2 Building Completion

The Developer hereby covenants and agrees to complete the Building Shell not later than December 31, 2022, subject to the Force Majeur provisions of this Agreement. If Developer fails to timely complete the Building Shell as required by this Section, Developer shall immediately pay to the Village liquidated damages in the amount of \$100 per day until such work is completed. The Village shall have the right of offset to utilize any monies otherwise owed or payable to Developer under this Agreement to settle or satisfy any such damages. The completion date for construction of the Building Shell shall be defined as the date on which the Village inspects and approves the Building Shell as being constructed in accordance with the

approved building permit plans and Requirements of Law, as determined by the Village in its reasonable discretion. The Village shall not unreasonably withhold or delay such inspection and approval. Developer covenants and agrees to waive any and all defenses or claims, in law or equity, to the right of the Village to the penalty provision herein contained for failure to perform pursuant to the terms and conditions contained within this Agreement. The Village and Developer agree that this provision shall be a covenant running with the land and shall constitute a lien against the Property enforceable by the Village and shall be binding upon and incur to the benefit of the Developer's grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

ARTICLE SEVEN

WITHHOLDING OF PERMITS

7.1 The Village may withhold issuing or may revoke any building permit if the Developer fails or refuses to fulfill in all material respects any of its representations, warranties, covenants, and obligations with respect to the Project or the Property pursuant to this Agreement or any provision of the Village Code or any term or condition of the Project Approvals.

ARTICLE EIGHT

EQUAL EMPLOYMENT OPPORTUNITY

8.1 The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property by the Developer, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or other protected classification under State or federal law. The Developer

shall take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin.

ARTICLE NINE

DEVELOPER'S INDEMNIFICATION, REPRESENTATIONS, AND WARRANTIES

The indemnifications, representations, warranties and covenants contained in this Article shall survive the termination or expiration of this Agreement, except as limited in time in Sections 9.6 and 9.7, and shall be enforceable by the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

9.1 Claims Against the Village – Indemnification

To the extent permitted by law, the Developer shall indemnify, defend, and hold harmless the Village, its officers, officials, agents, and employees or any of them (collectively, the “*Village Indemnified Parties*”) from all claims, liabilities, losses, taxes, judgments, costs, fines, and fees, including expenses and reasonable attorney’s fees, in connection therewith arising, or alleged to have arisen, out of or in connection with the Developer’s use of the Property, construction and maintenance of the Project, or performance or non-performance of any of the Developer’s duties, obligations, or responsibilities under the terms of this Agreement or relating to the Project, including, but not limited to, any claim or cause of action concerning matters pertaining to hazardous materials and other environmental matters in existence as of the Effective Date of this Agreement. Any such Village Indemnified Party may obtain separate counsel to participate in the defense of any such claim or cause of action at his or her own expense. The Village Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as

to payment as it may deem appropriate, without the prior approval or consent of the Village Indemnified Parties, or any of them, as the case may be, provided that none of the Village Indemnified Parties shall be required to contribute to such settlement, and further provided the TIF Fund shall not be used in connection with, or affect by, any such settlement.

9.2 Liens

The Developer represents and warrants that it shall not cause or permit any mechanic's liens or other lien claims against the Property (other than a mortgage lien against the Property only to secure the construction loan used to fund the Construction Escrow Account) or against the TIF Fund for labor or materials furnished in connection with site preparation, development, construction, additions, modifications, improvements, or any other matter which might give rise to lien rights. Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute, or settle, as the case may be in a timely and commercially reasonable manner, any claims for mechanic's liens, other liens, claims or causes of action relating to allegedly defective or incomplete work, provided that the Village shall not be required to contribute to such settlement so long as the Village does not prejudice Developer as to the rights above. The Village shall have the right of offset to utilize any monies otherwise owed or payable to Developer under this Agreement to settle or satisfy any liens or claims that Developer may cause or permit to exist against the Property or the TIF Fund in violation of this Section. Additionally, the Developer hereby agrees and covenants to indemnify, defend and hold harmless the Village Indemnified Parties, (including the payment of reasonable attorneys' fees and costs and expenses) from and against any such liens, claims, or causes of action as may be asserted against the Property or the TIF Fund.

9.3 No Control or Ownership

The Developer represents, warrants, and covenants that no official, officer, or employee of the Village, including any elected official or appointed member of any board, commission, or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property, or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the TIF Act.

9.4 Payment of Obligations

Developer shall pay promptly when due all proper and lawful generally applicable federal, State, and local governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, fees, liens, claims, or encumbrances or non-governmental claims or liens upon and/or relating to the Property, the Project, Developer's business, Developer's income and/or gross receipts, and insurance premiums due on any policy or policies of insurance required arising or incurred from and after the date hereof with respect to the Project.

9.5 Legally Organized

The Developer is a duly organized and existing limited liability company organized and existing in good standing under the laws of the State of Illinois, and has the authority to enter into, execute, deliver, and perform this Agreement.

9.6 Progress Reports

Until construction of the Project is complete, the Developer shall make monthly progress reports to the Village, in the form attached hereto and incorporated herein as **Exhibit H**, regarding

the Project by the twenty fifth day of each month. Developer shall submit its progress reports and any related documents and information to the Village Manager (provided, however, that the Village Manager may, by written notice to Developer, designate another Village representative to receive progress reports).

9.7 Inspection

Until issuance of all final certificates of occupancy for the Building, the Developer hereby agrees to permit the Village's authorized agents and employees to, during the normal business hours, inspect the Project as it is being constructed.

9.8 Miscellaneous Developer Covenants

(i) The Developer is now solvent and able to pay its debts as they mature; (ii) Developer, upon due inquiry, is unaware of any actions at law, in equity or similar proceedings which are pending or threatened against the Developer, which are reasonably likely to be adversely determined and result in any material and adverse change to the Developer's financial condition, or materially affect the Developer's assets as of the date of this Agreement; (iii) the Developer has or will obtain all required government permits, certificates, consents (including, without limitation, appropriate environmental clearances and approvals) necessary to permit Developer to construct, occupy and operate the Project; (iv) no default has been declared with respect to any indenture, loan agreement, mortgage, deed, or other similar agreement relating to the borrowing of moneys to which the Developer is a Party or by which it is bound which has not been cured or which is reasonably likely to result in a material and adverse change to the Developer; (v) there has been no material and/or adverse change in the assets, liabilities, or financial condition of the Developer other than as a result of the ordinary and customary conduct of its business; (vi) the execution and delivery of this Agreement by

the Developer, and the performance of this Agreement by Developer, have been duly authorized by Developer, and this Agreement is binding on Developer and enforceable against Developer in accordance with its terms; (vii) no consent of any creditor, investor, judicial or administrative body, governmental authority, or other party to such execution, delivery and performance is required; (viii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which Developer is a party or by which Developer is bound; or (b) violate any restriction, court order or agreement to which Developer is subject.

ARTICLE TEN

DEFAULTS

10.1 Failure on the part of either party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement within thirty (30) calendar days after written notice thereof shall constitute an event of default. Unless the defaulting party commences to cure the event of default within said thirty (30) calendar days after receipt of notice from the non-defaulting party and continues diligently and without interruption to cure such event of default, then the non-defaulting party may pursue any action at law or in equity as it may determine to be necessary or desirable to enforce this Agreement. Any failure or delay by either party to insist upon the strict and prompt performance of any of the terms, covenants, agreement, and conditions contained herein, or failure of delay in asserting any of either party's rights or remedies as to any event of default or alleged default or breach shall not operate as a waiver of any such default or breach, or of any rights or remedies either party may have as a result of such default or breach. Upon an occurrence of an event of default by the Developer, the Developer agrees to reimburse the Village for all costs incurred in seeking to

enforce such obligation, covenant, or agreement, including but not limited to costs incurred by use of the Village's attorneys, provided the Village substantially prevails. Upon an occurrence of an event of default by the Village, the Village agrees to reimburse the Developer for all costs incurred in seeking to enforce such obligation, covenant, or agreement, including but not limited to costs incurred by use of the Developer's attorneys, provided the Developer substantially prevails.

ARTICLE ELEVEN

MISCELLANEOUS PROVISIONS

11.1 Amendments and Modifications

No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and effective when signed by the authorized agents of both parties hereto.

11.2 No Other Agreements or Representations

This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution, and each party acknowledges that no representation or warranties have been made which have not been set forth herein and that no other agreements or representations other than those contained in this Agreement have been made by the parties.

11.3 Successors and Assigns

Developer may assign this Agreement (together with all of Developer's rights, duties, and responsibilities hereunder) to Coral Street Fire House, LLC. The Developer may not otherwise assign this Agreement, or any of the Developer's rights, duties, or responsibilities hereunder, under any circumstances without the approval of the Corporate Authorities of the Village, in its sole discretion. This Agreement shall constitute a covenant running with the land and be binding

on the parties, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessors of all or any portion of the Property.

11.4 Time is of the Essence; Force Majeure

A. Time is of the essence in the performance this Agreement.

B. Notwithstanding the foregoing, a party will not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same, and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnations, riots, insurrections, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused indirectly by the other party (or the other party's agents, employees or invitees) or similar causes that are beyond such party's reasonable control and reasonable ability to remedy (collectively, "**Force Majeure**"). In the event the performance of any covenant or obligation to be performed hereunder by either Developer or the Village is delayed due to a Force Majeure event, then the time for such performance shall be extended by the duration of such Force Majeure event; provided, however, that a Force Majeure event shall not extend the time for any party to make a payment of money required by this Agreement.

C. If Developer anticipates that it will be unable to complete the Project in accordance with the Construction Schedule or to meet any construction progress or completion deadline under this Agreement due to a Force Majeure event, then Developer may submit a written extension request to the Village, in the form of **Exhibit I**, specifying the reason for the request, substantiating that Force Majeure conditions existed that could not have been reasonably

anticipated or remedied and had an adverse effect on the scheduled construction completion, and specifying the duration of extension requested. Developer shall not be entitled to any claim for time extension based on adverse weather unless the number of actual adverse days exceeds the number of budgeted adverse days as identified in **Exhibit D** and the progress reports provided by Developer in the form of **Exhibit H**. So long as the Developer is not in default of the Agreement and the criteria set forth in this section are met, the Developer's request for such extension shall be granted by the Village.

11.5 Severability

If any article, section, subsection, term, or provision of this Agreement or the application thereof shall be invalid or unenforceable, then the remainder of said article, section, subsection, term or provision of this Agreement will not be affected thereby to the extent the remainder can be given effect without the invalid provision.

11.6 Governing Law and Venue

This Agreement shall be governed by the laws, but not the conflict of laws rules, of the State of Illinois in all respects. Any and all legal proceedings of any kind arising in connection with this Agreement shall be in the Circuit Court of McHenry County, Illinois. The Developer expressly agrees to submit to the jurisdiction of the Circuit Court of McHenry County, Illinois for all purposes and intents. The Developer agrees that service of process on it may be made, at the option of the Village, by personal delivery or certified mail any party, officer, or legal representative designated by Developer for the receipt of notices under this Agreement.

11.7 Waiver of Trial by Jury

The Village and Developer hereto shall and hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either party hereto against the other on any matters

whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy, emergency or otherwise.

11.8 Language and Paragraph Headings

Any headings of this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof or affect in any way the meaning or interpretation of this Agreement. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement.

11.9 No Joint Venture, Agency, or Partnership

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto.

11.10 No Third Party Beneficiaries

Every article, section, subsection, term, provision, condition, obligation or benefit of this Agreement contained herein or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement, nor entitled to enforce any provisions hereof.

11.11 No Liability of Village for Developer's Expenses

The Village shall not be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Project, nor shall the Village have any obligation to pay any expenses of the Developer relating to the Property or

completion of the Project except for the reimbursement of qualifying Developer Expenses as expressly provided in this Agreement.

11.12 Notices

Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, facsimile, delivery by overnight service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: (i) upon delivery, if personally delivered or if sent by facsimile transmission with an original sent by United States first class mail, postage prepaid on the same date; (ii) one day after placement with an overnight mail delivery service; (iii) or, if by certified United States Mail, postage prepaid, return receipt requested, five (5) calendar days after placing such in the mail, as follows:

If to the Developer:

Billitteri Enterprises, LLC
c/o Joe Billitteri
1055 Nimco, Suite E
Crystal Lake, IL 60014

With a copy to:

Samuel S. Melei
454 West Virginia St.
Crystal Lake, IL 60014

If to Village:

Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager

With a copy to:

Filippini Law Firm, LLP
990 Grove Street, Suite 220
Evanston, IL 60201
Attn: Betsy Gates-Alford

Either party may change the address at which it desires to receive notices upon giving written notice of such request to all other parties, in the manner herein specified.

11.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be sufficient unless an original signature is required by third parties.

11.14 Effective Date; Recording

The “*Effective Date*” of this Agreement shall be the date on which the Agreement is approved and fully executed by both parties; provided, however, that the effectiveness of this Agreement, and all of the Parties’ rights and obligations hereunder, are contingent upon Developer’s acquisition of fee simple title to the Property pursuant to the PSA. If the PSA expires or is terminated by either party or for any reason before closing on the Developer’s acquisition of the Property, then this Agreement shall be null, void, and of no force or effect. Upon this Agreement taking effect, and simultaneously with Developer’s acquisition of title to the Property, the parties shall cause a fully-executed original, or a true and correct certified copy, of this Agreement to be recorded against the Property in the Office of the McHenry County Recorder of Deeds.

11.15 Term

The term of this Agreement (“*Term*”) shall commence as of the Effective Date and terminate on the first to occur of: (i) such date as the Project is completed and the Village has

made all payments for reimbursable Developer Expenses as provided by this Agreement; or (ii) twenty (20) years after the Effective Date. All payments for reimbursable Developer Expenses shall be deemed complete when the Village has paid the maximum amount of Restaurant Expenses and Maximum Additional Reimbursement to which Developer is entitled (subject to any applicable offsets or reductions), or at such time as the TIF is completed or terminated and all TIF incremental revenues attributable to the Property have been disbursed. Upon this Agreement's expiration or termination, the Parties shall, if requested by Developer, execute and record a memorandum of termination or similar instrument against the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date identified above.

[SIGNATURES ON FOLLOWING PAGE(S)]

VILLAGE OF HUNTLEY, an
Illinois home rule municipality

Timothy J Hoeft
Village President

Date: _____

ATTEST:

Rita McMahon
Village Clerk

BILLITTERI ENTERPRISES, LLC, an
Illinois limited liability company

By: _____

Date: _____

Its: _____

ATTEST:

EXHIBIT A
Property Legal Description

EXHIBIT B
Property Final Site Plan

EXHIBIT C
Parking Lot Improvement Site Plan

EXHIBIT D
Construction Schedule

EXHIBIT E
Form of Sworn Owner's Statement

EXHIBIT F
Form of Certificate of Expenditure

EXHIBIT G

Itemization of Developer Expenses

Category (TIF Statute reference)	TIF Eligible Per Statute
TOTAL	\$536,000.00

EXHIBIT H

Form of Construction Progress Report

Activity	Original Start Date	Revised Start Date	Original Completion Date	Revised Completion Date

Signed this _____ day of _____, 20_____

Billitteri Enterprises, LLC

By: _____

Its: _____

EXHIBIT I

Form of Force Majeure Extension Request

EXHIBIT J
Building Shell Plans

EXHIBIT K
Form of Parking Lot Easement Agreement

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF HUNTLEY AND BILLITTERI ENTERPRISES, LLC,
FOR THE FIRE STATION REDEVELOPMENT PROJECT AT 11808 CORAL STREET**

ORDINANCE (O)2022-03.xx

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village of Huntley is the contract purchaser of the Property at 11808 Coral Street and intends to sell a portion of the property to Billitterri Enterprises, LLC, the Developer for the redevelopment of the Property for a mixed use development consisting of a restaurant with outdoor patio area and three stories above with a total of 18 apartment units ; and

WHEREAS, the Property is located within the Downtown TIF District established by the Village in 2013; and

WHEREAS, the President and Board of Trustees of the Village of Huntley (“Corporate Authorities”) adopted: (i) Resolution (R)2021-09.71 on September 23, 2021 setting forth the Village’s determination that it is in the best interests of the Village and its residents to pursue negotiations with the Developer regarding a potential redevelopment of the Property consistent with the TIF Plan; and

WHEREAS, the Village subsequently entered into negotiations for a Redevelopment Agreement with Billitterri Enterprises, LLC and an agreement has been prepared which identifies the terms and conditions for the redevelopment of the property; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest to enter into said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village Board hereby approves the Redevelopment Agreement with Billitterri Enterprises, LLC for the property at 11808 Coral Street in substantially the form presented to the Village Board, and in a final form to be approved by the Village Manager in consultation with the Village Attorney. The Village President is hereby authorized and directed to sign the Redevelopment in its final form on behalf of the Village.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March 2022.

APPROVED:

 Timothy J. Hoeft, Village President

ATTEST:

 Rita McMahon, Village Clerk

DRAFT



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – An Ordinance Approving (i) a Preliminary and Final Plat of Subdivision; (ii) Special Use Permit for a Restaurant; (iii) Special Use Permit for Multi-Family Dwellings Above First Floor Business Uses; and (iv) Special Use Permit for a Preliminary and Final Planned Unit Development, including any necessary relief, for the Redevelopment for the Former Huntley Fire Protection District Station One, 11808 Coral Street**

Petitioner: **Billitteri Enterprises, LLC, petitioner; Huntley Fire Protection District, owner**

Department: **Development Services – Planning and Zoning Division**

INTRODUCTION

The Village Board approved the Downtown Revitalization Plan in September, 2010 and has worked diligently to implement the plan, including the establishment of a Tax Increment Finance (TIF) District for the area. A fundamental component of the Downtown Plan is the redevelopment of properties within the TIF District. The plan identified the Fire Protection District property as a key redevelopment parcel appropriate for a mixed-use development that includes retail or dining uses on the ground floor and multi-family units above. Per Village Board direction on September 23, 2021, Staff began discussions with Billitteri Enterprises (the developer) for a redevelopment agreement for the renovation and re-use of the existing building for a restaurant with outdoor seating in the area adjacent to Coral Street and the addition of three stories of apartment units above. The restaurant operator is Dan Hart, who will be operating a DC Cobbs. The proposal by the developer includes a restaurant space of approximately 5,181 square feet on the ground floor and apartment units as follows: two studio, nine one-bedroom, and seven two-bedroom units for a total of 18 units. The proposal was conceptually reviewed by the Village Board on February 10th. The Village Board approved Resolution (R) 2022-02.15 Authorizing Continued Negotiation of a Redevelopment Agreement with Billitteri Enterprises, LLC for the Former Fire Station Property.

The building is currently still under the ownership of the Huntley Fire Protection District. It is the intent of the Village, subject to certain terms and conditions, to purchase the property from the Fire District and in turn sell a portion of the property to the petitioner subject to a purchase and sale agreement and a redevelopment agreement, both of which are being considered as separate agenda items. In connection with the proposed development, the Fire District property is proposed to be subdivided into two lots: Lot 1/northern lot and Lot 2/southern lot. The southern lot (including the existing building) will be redeveloped by Billitteri Enterprises. The ordinance being presented for Village Board consideration and the requested zoning relief relates to the developer's proposed redevelopment of the southern lot and building. The proposed parking on Lot 1 and the adjacent property to the east is not a part of the proposed ordinance. The site plan for the parking lot will be presented to the Village Board for final approval at a future date.



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

STAFF ANALYSIS

Preliminary and Final Planned Unit Development

The proposed planned unit development consists of the southern approximately 11,665 square feet of the property commonly known as 11808 Coral Street (Lot 2). The project includes the renovation and re-use of the former Huntley Fire Station One located at 11808 Coral Street for a restaurant and apartments.

Building Elevations and Site Plan

The proposed modifications to the existing building would add three additional stories to the structure, thus creating a four-story building that would have an overall height of 51'-8". The proposed elevations would keep the building's existing brick and add two additional overhead doors to the south elevation, facing Coral Street. The overhead doors would access the restaurant's outdoor patio. The proposed patio would include the use of a retractable roof structure, similar to the one at DC Cobb's McHenry location, which would be enclosable to allow use of the patio through the cooler months of the year. The upper three stories of the building would include a combination of face brick to match the existing building and LP Smart Siding (engineered wood siding). Each of the apartments would include a balcony that would be located on either the north or south elevations of the building. Access to the apartments would be provided on the west elevation of the building and the restaurant's entrance would be located on the south elevation, facing Coral Street. An exterior cooler for the restaurant is proposed at the northeast corner of the building on property that is not owned by the developer, which will require a separate lease agreement to be used for this purpose. The cooler will be faced with the same LP Smart Siding used on the building and landscaping will be planted to further screen it.

The site consists of the existing building and the 13-foot wide private access drive on the west side of the building that connects Coral Street to the two lots. The existing chain link fence along the west lot line of Lot 2 would be removed and replaced with a row of Thin Man arborvitae. This will provide ample screening between the subject property and the property to the west, which includes the dumpster enclosure for Sammy's Bar and Grill.

The dumpster enclosure for the building is proposed to be located at the northwest corner of Lot 1 and to be constructed by the Village to match the existing enclosures within the downtown (behind Parkside, Sal's, and on the east side of the fire station building). The enclosure would provide sufficient space for the trash receptacles required for the restaurant and the apartment units.

The existing curb cut and apron will be utilized for restaurant drop-off and pick-up. All deliveries for the restaurant will take place on Coral Street.

Parking

No on-site parking is proposed on the property. Instead, the restaurant and apartments would utilize nearby public parking facilities. In addition to existing public on- and off-street parking in the downtown, the Village plans to construct a new public parking lot containing approximately 41 off-street parking spaces adjacent to the Property. The Village also plans to add new on-street spaces and expand the Main Street lot. In total, the Village anticipates adding 231 new downtown public parking spaces in 2022-23.



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

The Village's plan for additional downtown parking improvements is included as supporting documentation. Details pertaining to the public parking improvements that will support this development are provided within the terms of the proposed redevelopment agreement.

Required Relief

The following relief is required as part of the Planned Unit Development:

1. The "B-2" zoning district requires a minimum front yard setback of 30 feet. The patio enclosure will be setback ± 2 feet from the Lot 2 front lot line.
2. The "B-2" zoning district requires a rear yard setback of 20 feet. The existing building on Lot 2 will be setback ± 4 feet from the lot line with Lot 1 (future proposed Village-owned public parking lot).
3. The "B-2" zoning district allows a maximum impervious coverage of 85%. The impervious coverage on the PUD site is $\pm 99\%$.
4. The "B-2" zoning district permits a maximum Floor Area Ratio (FAR) of 1.5 (150%). The proposed FAR for the PUD is 2.0 (200%).
5. The "B-2" zoning district allows a maximum building height of 3-stories / 35 feet. The proposed building height is 4-stories / 51'-8".
6. The Zoning Ordinance requires 1 parking space for every 3 seats in a restaurant and 2.5 spaces for every dwelling unit in multi-family buildings containing more than 5 units. Based on this, the proposed restaurant and 18 apartment units require 97 parking spaces (this assumes 150 seats within the restaurant). The Proposed Development includes no off-street parking on the Property. Instead, the Proposed Development would utilize public parking within the downtown area. There is existing public on- and off-street parking in the vicinity of the Property, and the Village anticipates construction of significant new Village-owned public parking facilities within the downtown area in 2022-23 to accommodate this and other developments and serve the general public. Planned public parking improvements include construction of a new public parking lot containing approximately 41 off-street parking spaces adjacent to the Property, additional on-street spaces, and expansion of the Main Street lot. In total, there are 231 new parking spaces planned within the downtown in 2022-23.

Special Uses

The subject property is zoned "B-2" Highway Service, which allows both restaurants and multi-family dwellings above first floor business uses as special uses.

Special Use Permit for a Restaurant

The proposed $\pm 5,181$ square foot restaurant will be operated by Dan Hart, who will be operating a DC Cobbs. Mr. Hart owns DC Cobbs restaurants in East Dundee, McHenry and was the original owner in Woodstock; owns the Hart's Garage restaurant in Pingree Grove, Hart's Saloon in Hebron, and is a partner in Clasen's Tavern in Union. The proposed restaurant will also include an outdoor patio space of approximately 1,100 square feet at the front of the building. Primary access to the restaurant will be provided at the front of the building, fronting Coral Street.



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

Special Use Permit for Multi-Family Dwellings Above First Floor Business Uses

As previously stated, three stories will be added to the existing structure to accommodate the proposed apartments above the first floor restaurant. The rental apartments would include two studio, nine one-bedroom, and seven 2-bedroom units for a total of 18 units. The apartment units will include upgraded features such as stainless steel appliances, granite or quartz counter tops, and in-unit washers and dryers. The anticipated monthly rent is expected to range between \$1,200 to \$1,600 per month. Access to the apartment's elevator lobby will be provided on the west elevation of the building.

Preliminary and Final Plat of Subdivision

The Fire Station is currently platted as Lot 1 and the west half of Lot 2 in Block 1 of the Huntley Station Subdivision. The proposed plat of subdivision will re-subdivide the property to create two lots to accommodate the proposed redevelopment of the site. The plat will subdivide the property to create an ±11,665 square foot lot for the former fire station building and a ±6,254 lot lying to the north of the building. The special use permits and planned unit development approvals relate to the southern ±11,665 square foot lot, which Billitteri Enterprises proposes to acquire and redevelop. It is anticipated that the northern ±6,254 lot will be owned and used by the Village for future development of public parking facilities.

The B-2 Highway Service District requires a minimum lot area of 5,000 square feet and a minimum lot width of 50 feet. Both proposed lots meet the minimum lot area for the "B-2" district; however, the northern lot (Lot 1) being created will require relief since it will not have street frontage. Access to the northern lot (Lot 1) would be provided from Coral Street via a platted ingress-egress easement.

PLAN COMMISSION RECOMMENDATION

The Plan Commission conducted a public hearing to consider the petitioner's request on February 28, 2022. A Second Street homeowner was the only resident to provide comment during the public hearing. They expressed concern regarding the height of the building. Following extensive discussion regarding the height of the building and parking, the Plan Commission recommended approval of the petition by a vote of 4 to 2, subject to the following conditions:

1. All improvements and site development must occur in full compliance with the submitted plans (see list of exhibits) and all other applicable Village Municipal Services (Engineering, Public Works, Planning and Building) standards, practices and permit requirements.
2. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
3. No building permits, plans, or Certificates of Occupancy are approved as part of this submittal.
4. Final sign plan for Lot 2 will require Village Board approval prior to issuance of any sign permits.

FINANCIAL IMPACT

The property is located in the Downtown Tax Increment Financing (TIF) District. The preliminary estimated value of the project is approximately \$5 million, with an estimated TIF increment of \$1,306,000 generated through the end of the TIF in 2036. The restaurant will also generate sales tax



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

revenue and video gaming revenue. A redevelopment agreement is proposed that would provide for the petitioner to be reimbursed for TIF-eligible expenses. Details pertaining to the expenses to be reimbursed are provided within the terms of the proposed redevelopment agreement.

LEGAL ANALYSIS

A property purchase and sale agreement and redevelopment agreement are being considered as separate agenda items.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies *“Strong Local Economy”* as a strategic focus and the following goals: *“Location of Choice for Residents,” “Location of Choice for New and Expanding Businesses of all Sizes,”* and *“A Vibrant Downtown Gathering Place.”* The addition of housing units in the downtown would create diversity in available housing options, while the addition of a restaurant will offer new dining opportunities. Additional commercial development in the downtown would also enhance its location as a gathering place and reinforce the economic vitality of the area.

ACTION REQUESTED

A motion of the Village Board to approve an Ordinance approving (i) a Preliminary and Final Plat of Subdivision; (ii) Special Use Permit for a Restaurant; (iii) Special Use Permit for Multi-Family Dwellings above first floor business uses; and (iv) Special Use Permit for a Preliminary and Final Planned Unit Development, including any necessary relief, for the Redevelopment for the Former Huntley Fire Protection District Station One, 11808 Coral Street.

SUPPORTING DOCUMENTS

1. Development Application
2. Description of Proposed Project, not dated
3. Response to Special Use Standards, not dated
4. Color Rendering, not dated
5. Color Elevations, dated 2/9/22
6. Exterior Material Legend/Elevations, dated 2/15/22
7. Building Height Comparison, dated 2/9/22
8. Patio Elevations, dated 2/2/22
9. Overall Downtown Parking Exhibit
10. Site Improvement Plans, dated 2/11/22
11. Lot 2 Landscape Plan, dated 2/21/22
12. Floor Plans, dated 2/9/22
13. Auto Turn Exhibits, not dated
14. Building Fixture Specifications, not dated
15. Plat of Resubdivision, dated 2/28/22
16. Draft Ordinance



**VILLAGE OF HUNTLEY
DEVELOPMENT APPLICATION**
 Village of Huntley – Development Services Department
 Planning and Zoning Division
 10987 Main Street, Huntley, IL 60142
 Phone: 847-515-5252 / Fax: 847-515-5241

-Official Use Only-	
Date Received:	_____
Petition #:	_____
Application Fee:	_____
Check #	_____
Escrow Fee:	_____
Check #	_____

Project Name: Coral Street Firehouse

Project Location: 11808 Coral St Huntley, IL 60142

Action Requested:

- | | |
|--|--|
| <input type="checkbox"/> Annexation | <input checked="" type="checkbox"/> Preliminary Plat of Subdivision |
| <input type="checkbox"/> Annexation Agreement Amendment | <input checked="" type="checkbox"/> Final Plat of Subdivision |
| <input type="checkbox"/> Appeal | <input checked="" type="checkbox"/> Preliminary Planned Unit Development (PUD) |
| <input type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Final Planned Unit Development (PUD) |
| <input checked="" type="checkbox"/> Special Use Permit | <input type="checkbox"/> Planned Unit Development Amendment |
| <input type="checkbox"/> Variation(s) to Subdivision or Zoning Ordinance | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Amendment to Subdivision or Zoning Ordinance | |
| <input type="checkbox"/> Site Plan Review | |
| <input type="checkbox"/> Concept Plan Review | |

NOTE: Please attach additional pages wherever necessary

Petitioner: Billitteri Enterprises

Address: 1055 Nimco Drive Suite E Phone Number: (847) 417-9884

Crystal Lake IL, 60014 Fax Number: _____

2nd Phone Number: _____

E-mail: csccommercial@gmail.com

Owner (if different): _____

Address: _____ Phone Number: _____

Fax Number: _____

2nd Phone Number: _____

E-mail: _____

Attorney: Sam Melei Phone: (815)356-8000 Fax Number: (815)356-8025

Address: 454 W Virginia St Crystal Lake, IL 60014 E-mail: sam@mpsthelaw.com

Engineer: Haeger Engineering Phone: (847)394-6600 Fax Number: (847)394-6608

Address: 100 E State Parkway Schaumburg, IL60173 E-mail: mike-a@haegerengineering.com

Architect: Architects 127 Phone: (847)452-4125 Fax Number: _____

Address: 5625 Chesapeake Dr McHenry IL 60050 E-mail: architects127@gmail.com

Other: _____ Phone: _____ Fax Number: _____

Address: _____ E-mail: _____

Property Location (attach legal description): _____
DOC DR569P69 LT 1 & W1/2 LT 2 BLK 1 HUNTLEY STATION VILL OF HUNTLEY

Parcel Identification Number (PIN): 18-28-376-043

Address (if applicable): 11808 Coral St Huntley, IL 60142

Zoning: Current: B2 Proposed: B2 - special use

Land Use: Current: Fire Station Proposed: mixed use commercial / residential

Comprehensive Plan Designation:
 Current: Fire Station Proposed: restaurant / residential

Neighboring Properties:

LOCATION	ZONING	LAND USE	COMPREHENSIVE PLAN
North	R2	SFR	R2
South	B2		
East	B2	residential apartments	
West	B2		

Identify all abutting and/or adjoining Rights Of Way:

South - Coral Street parking spaces and roadway.
North - Village of Huntley proposed parking lot.
West - Cross Access - pedestrian and vehicular between Village of Huntley and Developer

Describe the proposed project (*it is recommended that a separate page is attached to fully describe the project*):

see submittals

Size of the property: Square Feet: 11,751 sqft Acres: .27

Dimensions of the lot at the lot line (feet): approximately
 North: 98.58 South: 98.58
 East: 119.2 West: 119.2

Please define which "yards" are being considered as Front, Side, Rear, Abutting Street, Abutting Landscape Area, Abutting Residential, ...etc.:

North: abutting parking lot South: abutting street / commercial

East: abutting apartments West: abutting commercial / 1 SFR

Total Open Space Area on site:

Square Feet: 400 Acres: _____ Percent: _____

Total impervious area on site (pavement only):

Square Feet: 6,000 Acres: _____ Percent: 95%

Total Building footprint on site:

Square Feet: 6,000 Acres: _____ Percent: _____

Total detention/retention/wetlands/etc. on site:

Square Feet: N/A Acres: _____ Percent: _____

Total Right-of-Way on site:

Square Feet or Acreage: N/A Linear feet: _____

Size of (Existing/Proposed) Structure:

Square Feet: 2,400 Floor Area Ratio (FAR): 400% Lot Coverage: 100%

Required parking spaces:

Regular: N/A Handicapped: _____ Motorcycle/Other: _____

Proposed parking spaces:

Regular: N/A Handicapped: _____ Motorcycle/Other: _____

Is there a phasing schedule planned, or are there any planned future additions? Yes No

Please explain: _____

What is the peak two hour parking period for this project: 6:00 PM - 8:00 PM

Will this project share parking spaces with other businesses?

Yes No

Please explain: D.C. Cobbs restaurant on first floor occupying 5,500 sqft.

Estimate the number of motor vehicle trips this project will generate: 18 apartments and 5,500 sqft restuarant

Weekday

Peak day: _____ Peak A.M hour: _____ Peak P.M hour: _____

Weekend day

Peak day: _____ Peak A.M hour: _____ Peak P.M hour: _____

Has a traffic impact analysis been conducted for this project?

Yes No

Please explain: _____

Will this project require any existing roadway improvements?

Yes No

Please explain: The Village of Huntley will be improving the right of way on Coral St to add an
additional 3 parking spaces.

Will this project contain any publicly dedicated Rights Of Way?

Yes No

If yes, how many linear feet/miles: _____

Does this project require any Illinois Department of Transportation approvals?

Yes No

If yes, have they been obtained?

Yes No

Please explain: N/A

Are there Wetlands or Floodplains on the site?

Yes No

If yes, has the required field delineation been performed; F.I.R.M. or L.O.M.R been obtained; A letter of Map Revision requested? Please explain: _____

Does this project require any County, State, Federal or other approvals or permit requirements per Army Corps of Engineers, Illinois Department of Natural Resources, *Kane-DuPage Soil and Water Conservation District*, etc.?

Yes No

If yes, have they been obtained?


Yes No

Please explain: N/A

Please list examples of similar uses (including name, address and location) in the area that can be used for comparison by Village Staff:

1. Sal's Pizza - 11019 Woodstock St, Huntley IL 60142
2. Manny's Handcrafted Gelato and Cafe - 11808 Main St, Huntley IL 60142

Signatures:


Petitioner(s) (if different from owner)

2.17.22
Date

John Curtis
Print Name(s)

As owner of the property in question, I hereby authorize the seeking of the above requested action.

Owner(s)

Date

Print Name(s)

NOTE: If the subject property is held in trust, the trust officer must sign this application as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

NOTE: The petitioner is required to submit proof of ownership of the subject property. If the petitioner is not the owner, then a contract to purchase shall be submitted with this application.

Date Received

VILLAGE OF HUNTLEY
Economic Interest Disclosure Form

I. Applicant Information:

Name: Billitteri Enterprises

Address: 1055 Nimco Drive Suite E Crystal Lake, IL 60014

Telephone Number: 847-417-9884 Email: csccommercial@gmail.com

Type of Business:

- Individual/ Sole Proprietor Corporation Limited Liability Company
 General Partnership Limited Partnership Trust/ Land Trust Other: _____

II. License/ Approval Applied For (check all that apply):

Business License Application:

- Alcoholic Beverages
 Video Gaming/ Electronic Sweepstakes Machine
 Raffle
 Adult Use
 Wastehauler
 Second-Hand Articles Drop-Off Container
 Tobacco

Zoning Application:

- Special Use Permit/
 Planned Unit Development
 Variation
 Zoning Map Amendment
 Zoning Ordinance Amendment

III. Property Owner Information (for zoning applicants):

Address of Property: 11808 Coral St Huntley, IL 60142 P.I.N. 18-28-376-043

Applicant's Interest in the Property (owner, purchaser, tenant, contractor, etc.): _____
contract purchaser

Property Owner Information (if different than Applicant):

Name: Huntley Fire Protection District

Address: 11808 Coral St / PO Box 517 Huntley, IL 60142

Telephone Number: _____ Email: _____

- Type of Business: Individual/ Sole Proprietor Corporation
 Limited Liability Company General Partnership Limited Partnership
 Trust/ Land Trust Other: _____

IV. Business Information (for business license applicants):

Name of Business: _____

Huntley Business Location: _____

Description of Business Activity: _____

V. Economic Interest Disclosures:

Full disclosure of the Applicant's ownership and control, as described below, is required. For zoning applications, full disclosure of the Applicant's interest in the Subject Property is required, and, if the Applicant is not the current owner of the Subject Property, then disclosure of the current Property Owner's ownership, interest, and control is also required.

Attach a copy of documentation showing the following information for the Applicant (and Property Owner if applicable):

A. If the Applicant is a corporation:

- A resolution of the corporation authorizing the execution and submittal of the application(s) submitted to the Village;
- The names of all directors and corporate officers of the corporation; and
- The names of all shareholders who own, individually or beneficially, 5% or more of the outstanding stock of the corporation.

B. If the Applicant is a limited liability company:

- The names of all managers and officers of the limited liability company; and
- The names of all members who have a 5% or greater individual or beneficial interest in the limited liability company.

C. If the Applicant is a general partnership:

- The names of all general partners who have a 5% or greater individual or beneficial interest in the partnership.

D. If the Applicant is a limited partnership:

- The names of all general partners; and
- The names of all limited partners having a 5% or greater individual or beneficial interest in the partnership.

E. If the Applicant is a land trust or any other trust:


- The names and addresses of all beneficiaries of the trust and their respective interests in the trust.

VI. Certifications and Verification:

This Economic Interest Disclosure must be signed and verified by an authorized representative of the Applicant. If the Applicant is a trust or land trust, this Economic Interest Disclosure must be signed and verified by the Applicant in his or her capacity as trustee or by a beneficiary or beneficiaries of the trust who constitute greater than 50% ownership of the beneficial interest of the trust.

The person signing this Economic Interest Disclosure hereby certifies as follows:

- A. He/ she is fully authorized to sign and submit this Economic Interest Disclosure on behalf of the Applicant.
- B. If this Economic Interest Disclosure is filed in connection with a zoning application, it is submitted with the permission and consent of the owner of the Subject Property, if different from the Applicant.
- C. All information contained herein is true and correct to the best of the Applicant's knowledge.
- D. Applicant acknowledges that the Village may seek additional information related to this Economic Interest Disclosure for the purpose of ensuring compliance with all applicable Village ordinances and regulations, and Applicant agrees to provide such information in a timely manner.
- E. Applicant acknowledges that failure to submit a complete and accurate Economic Interest Disclosure shall be grounds for denial of its application(s) and/or invalidation or revocation of any license or approval issued by the Village pursuant to such application(s).

By: 

2.17.22
Date

Printed Name: John Curtis

Title: Gen. Mgr. UCS

Description of Proposed Project

The proposed Coral Street Firehouse Project is comprised of the following:

The downtown Huntley firehouse currently has a 6,000 sq ft footprint, the proposed new building will incorporate the existing structure with an additional three (3) new residential floors above. The building will consist of a restaurant and 18 new residential apartment units.

The first floor will be a 5,181 sq ft restaurant consisting of approximately 25 seats in the bar area, 150 seats in the dining area, and 50 seats in the 1,200 sq ft louvered open-air outdoor seating structure. The open-air outdoor structure will be able to be utilized 9 to 10 months out of the year.

The 2nd, 3rd, and 4th floor will consist of 7 two bedroom, 9 one bedroom, and 2 studio apartments. Each unit will have its own balcony, quartz countertops, in unit washer/dryer, and stainless-steel appliances. There will be an elevator for residential use only as well as 2 stairwells one on each the east and west side of the building.

The exterior will consist of various materials including brick and LP siding. There will be a TPO roof with a 4 ft parapet wall on all sides for screening the venting and RTUs for restaurant, as well as all condensers for the apartments which will be located on the roof.

Rent will range from \$1200 to \$1650 per month.

The freezer will be wrapped with LP SmartSide, which is the same material as the siding on the building.

Response to Standards of Special Use

Regarding the Standards for Special Use Permits, the proposed development at 11808 Coral St Huntley, IL 60142 will comply with all standards, purposes, and requirements of Article VII, section 156.068 Special Use Permits of the Village of Huntley Zoning Ordinance.





proposed west elevation 1/4"=1'-0"

DO NOT SCALE DRAWINGS. USE DIMENSIONED DIMENSIONS AND FIELD VERIFY DIMENSIONS TO ANY BIDDING AND/OR WORK.



proposed south elevation 1/4"=1'-0"

BUILDING FRONT - FACING CORAL STREET



proposed east elevation 1/4"=1'-0"

DO NOT SCALE DRAWINGS. USE DIMENSIONED DIMENSIONS AND FIELD VERIFY DIMENSIONS TO ANY BIDDING AND/OR WORK.



proposed north elevation 1/4"=1'-0"

DO NOT SCALE DRAWINGS. USE DIMENSIONED DIMENSIONS AND FIELD VERIFY DIMENSIONS TO ANY BIDDING AND/OR WORK.

Design Firm License No.: 184-002195

Architects 127

5625 Chesapeake Drive - Tel (847) 452-4125 + Associates, Inc.
McHenry, IL 60050 architects127@gmail.com

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
**proposed 4-story multi-tenant
mixed-use bldg. renovation**
HUNTLEY, ILLINOIS
11808 CORAL STREET

PROJECT NO:	REVISION:	DATE:	DESCRIPTION:
2187			
	9 FEB 22	9 FEB 22	VILLAGE REVIEW
	JMF/LAF		
CONTENTS: PROPOSED BUILDING ELEVATION - MATL. & COLORS			

A2.C

exterior material/ color/finish legend

EXTERIOR WALLS:

- 1) FACE BRICK: (EXIST. TO REMAIN) EXISTING BRICK TO REMAIN REPLACE MISSING & BROKEN BRICK WHERE REQUIRED
- 1A) COMMON BRICK: (EXIST. TO REMAIN) STAIN EXIST. BRICK TO MATCH FACE BRICK 1 LISTED ABOVE - REPLACE MISSING & BROKEN BRICK WHERE REQUIRED
- 2) FACE BRICK: (TO MATCH EXIST.) MANUF.: BOWERSTON BRICK COMPANY
SIZE: MODULAR (3 5/8" x 2 1/4" x 1 5/8")
SURFACE: SCRATCH - RAKED WIRE CUT
COLOR: DARK BLUSH BUFF VER-TEX #1546
BOND: STRETCHER 1/2 RUNNING BOND
MORTAR: WARM GRAY-CONCAVE RAKE
- 3) FACE BRICK: MANUF.: BOWERSTON BRICK COMPANY
SIZE: MODULAR (3 5/8" x 2 1/4" x 1 5/8")
SURFACE: SMOOTH
COLOR: DARK RED
BOND: STRETCHER 1/2 RUNNING BOND
MORTAR: WARM GRAY-DEEP SET RAKE
- 4) WALL SIDING: MANUF.: LP "SMART SIDE" OR EQUAL
SIZE: 6" HORIZ. PLANK LAP SIDING
SURFACE: WOOD GRAINED
COLOR: TERRA BROWN
MATERIAL: PREFINISHED ENGINEERED-WOOD SIDING
FASTENER: CONCEALED ATTACHMENT
- 5) WALL PANEL: MANUF.: PAC-CLAD PETERSEN OR EQUAL
SURFACE: SMOOTH-FACED - 20 GA.
COLOR: SANDSTONE
- 6) STONE COURSE: (CONTINUOUS) MATERIAL: EDWARDS CAST STONE
SIZE: 6" H. & 4" - PROJECT 3/4"
SURFACE: HONED
COLOR: TAN
- 7) SILL & HEADER (ADJ. FACE BRICK) MATERIAL: EDWARDS CAST STONE
SIZE: 4" H. SILL & 12" H. HEADER
SURFACE: HONED
COLOR: TAN
- 8) SILL & HEADER (ADJ. LAP SIDING) MATERIAL: PREFIN. COMPOSITE EXTERIOR TRIM
SIZE: 12" H. HEADER & 1 1/4" THK.
SURFACE: SMOOTH
COLOR: TAN TO MATCH STONE

ENTRANCE & BALCONY DOOR:

- 9) PATIO/BALCONY SLIDING DOOR: DOUBLE INSULATED CLEAR (LOW E") VINYL DOOR AND FRAME - COLOR: PREFINISHED BRONZE
- 9A) ENTRANCE SWING DOOR & SIDELITE: DOUBLE INSULATED PREFINISHED ALUMINUM AND GLASS DOOR & SIDELITE - FRAME COLOR - BRONZE
- 10) OVERHEAD DOOR (FRONT SOUTH ELEVATION) PREFIN. ALUMINUM COLOR: PREFINISHED RED
- 10A) OVERHEAD DOOR (NORTH ELEVATION) PREFIN. METAL COLOR: TO MATCH ADJACENT FACE BRICK COLOR
- 11) SERVICE DOOR 3'-0" X 7'-0" X 1 3/4" INSULATED METAL DOOR AND FRAME, PRIME & PAINT TO MATCH ADJACENT WALL COLOR (U.N.O.)

WINDOW & GLAZING:

- 12) PREFINISHED VINYL DOUBLE HUNG WINDOWS - DOUBLE INSULATED CLEAR (LOW E") INSULATED GLASS - RELIABILT 150 SERIES OR EQUAL - PREFINISHED BRONZE

BALCONY RAILING:

- 13) 42" HIGH, PREFINISHED WELDED WROUGHT IRON OR STEEL CHANNELS & PICKET RAIL SYSTEM OR EQUAL COLOR - PREFIN. ANODIZED BRONZE

CORNICE AND FASCIA COPING:

- 14) METAL FASCIA COPING: (ADJACENT TO BRICK) MANUF.: PAC-CLAD PETERSEN OR EQUAL
MATERIAL: PREFINISHED - 20 GA.
COLOR: SANDSTONE
- 15) METAL FASCIA COPING: (ADJACENT TO SIDING) MANUF.: PAC-CLAD PETERSEN OR EQUAL
SURFACE: PREFINISHED
COLOR: TERRA GOTTA



proposed south elevation **1/4"=1'-0"**

• BUILDING FRONT - FACING CORAL STREET

Design Firm License No.: 184-002195

Architects 127
5625 Chesapeake Drive - Tel (847) 452-4125
McHenry, IL 60050 architects127@gmail.com

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
**proposed 4-story multi-tenant
mixed-use bldg. renovation**
HUNTLEY, ILLINOIS
11808 CORAL STREET

PROJECT NO.	REVISION	DATE	DESCRIPTION
2187	15 FEB 22	15 FEB 22	VILLAGE REVIEW
	JMF/LAF		

CONTENTS: PROPOSED SOUTH (FRONT) BUILDING ELEVATION
EXTERIOR MATERIAL/COLOR/FINISH LEGEND

A2.S



proposed north elevation

1/4"=1'-0"

• DO NOT SCALE DRAWINGS, USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK!

PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
DATE: 15 FEB 22	JMF/LAF	15 FEB 22	VILLAGE REVIEW
DRAWN: JMF/LAF			CONTENTS: PROPOSED NORTH BUILDING ELEVATION

A2.N

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

Design Firm License No.: 184-002195

Architects 127

5625 Chesapeake Drive · Tel (847) 452-4125 + Associates, Inc.
 McHenry, IL 60050 architects127@gmail.com



proposed east elevation

1/4"=1'-0"

• DO NOT SCALE DRAWINGS. USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK!

PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
DATE: 15 FEB 22	JMF/LAF	15 FEB 22	VILLAGE REVIEW
DRAWN: JMF/LAF			
CONTENTS: PROPOSED EAST BUILDING ELEVATION			

A2.E

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

Design Firm License No.: 184-002195

Architects 127

5625 Chesapeake Drive Tel (847) 452-4125 + Associates, Inc.
 McHenry, IL 60050 architects127@gmail.com



proposed west elevation

1/4"=1'-0"

• DO NOT SCALE DRAWINGS. USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK!

Design Firm License No.: 184-002195

Architects 127

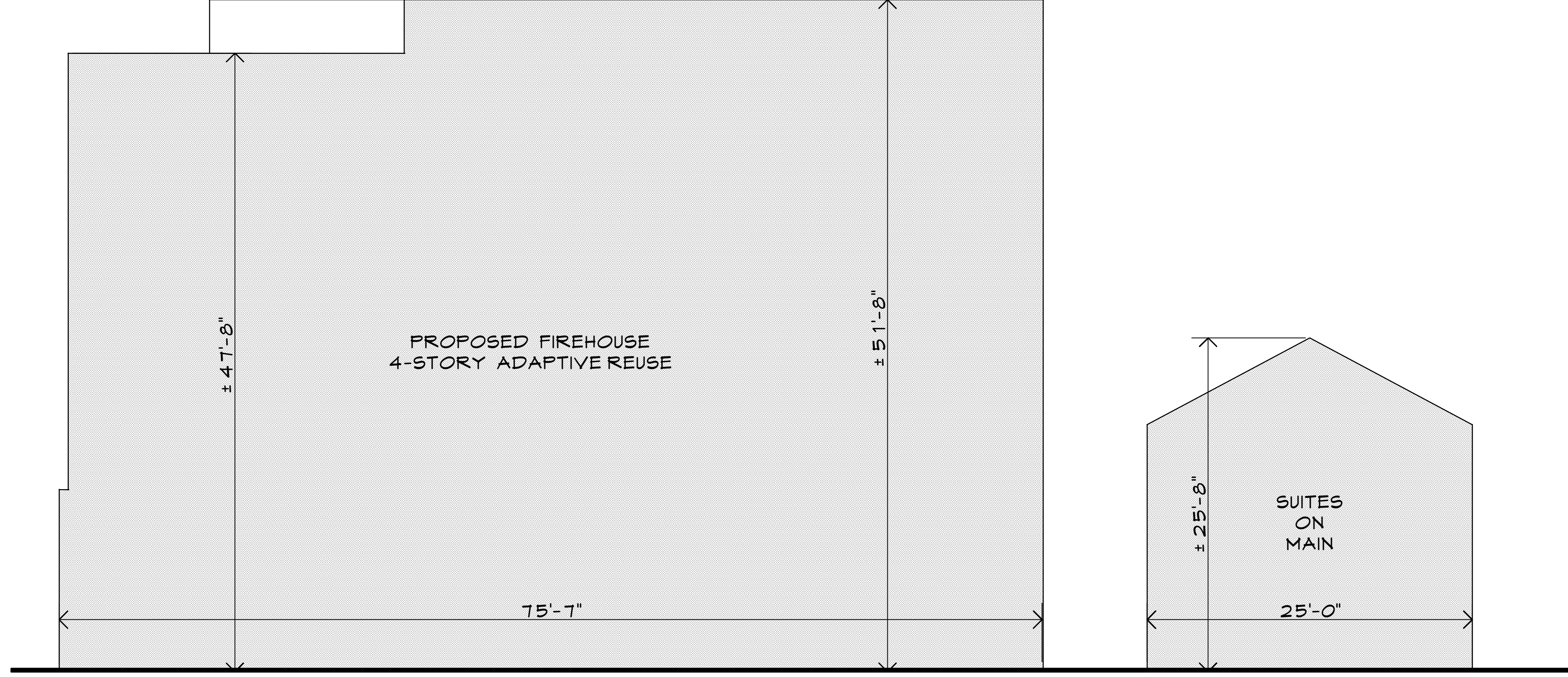
5625 Chesapeake Drive Tel (847) 452-4125 + Associates, Inc.
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FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
HUNTLEY, ILLINOIS
11808 CORAL STREET

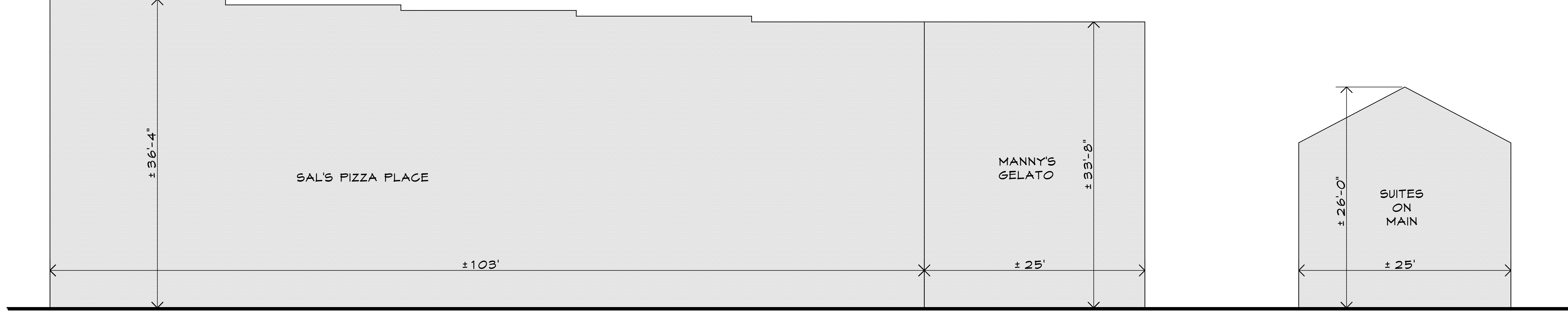
PROJECT NO.	REVISION	DATE	DESCRIPTION
2187		15 FEB 22	VILLAGE REVIEW
	JMF/LAF		

CONTENTS: PROPOSED WEST BUILDING ELEVATION

A2.W



coral street building heights



PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
DATE: 9 FEB 22	JMF/LAF	9 FEB 22	VILLAGE REVIEW
DRAWN: JMF/LAF			
CONTENTS: CORAL STREET BUILDING HEIGHTS			

A1.BH

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

Design Firm License No.: 184-002195

Architects 127

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 McHenry, IL 60050 architects127@gmail.com



CLIENT
DC Cobbs
Huntley, IL

PROJECT
Restaurant Patio

CREATED: MM.DD.YY
MODIFIED: February 2, 2022
VERSION: V1.2

DESCRIPTION
Sheet Description

A01

patioEG
patio enhancement group, LLC

www.PatioEG.com
Thiensville, WI 53092
414-351-5100



CLIENT
DC Cobbs
Huntley, IL

PROJECT
Restaurant Patio

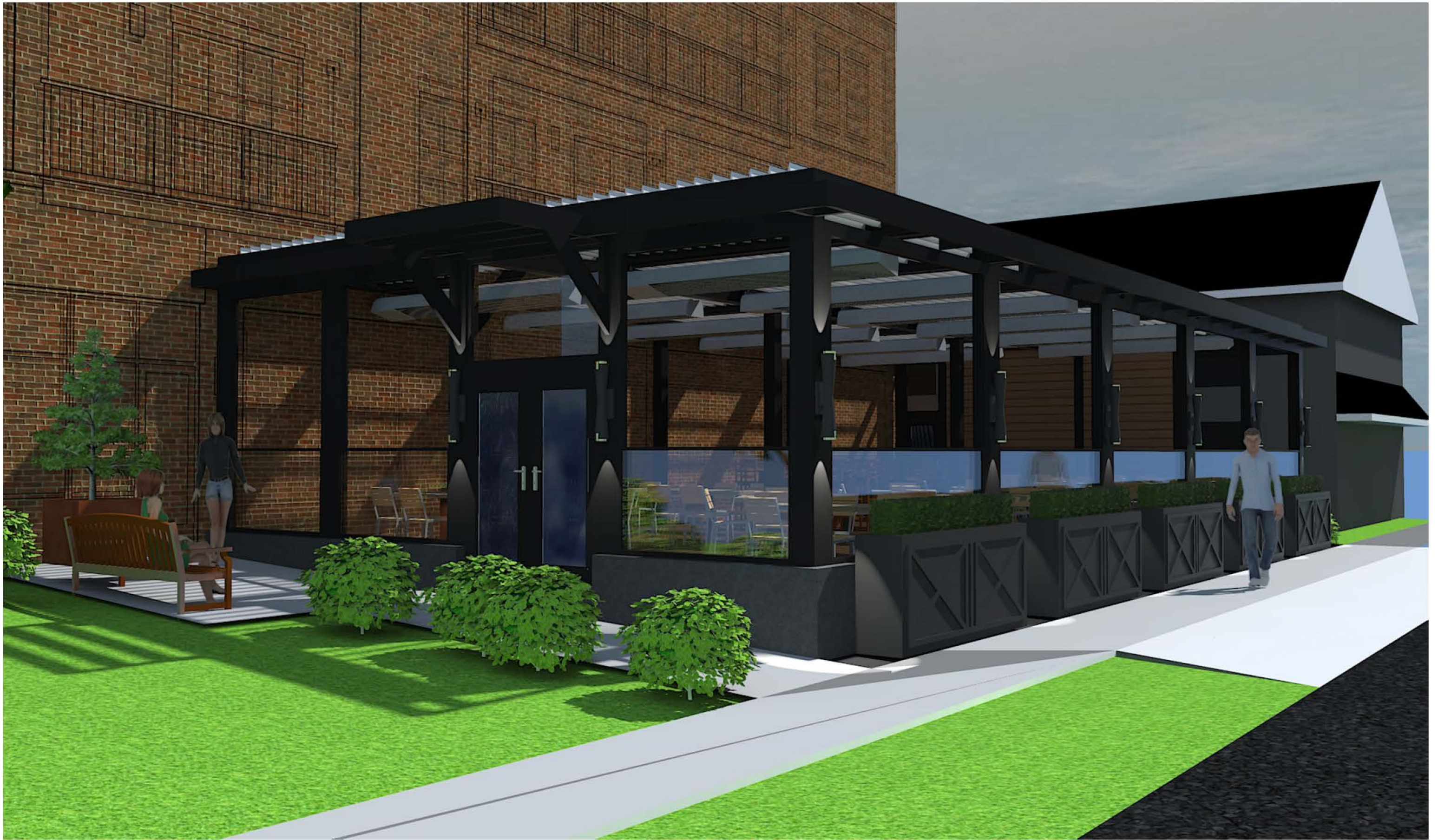
CREATED: MM.DD.YY
MODIFIED: February 2, 2022
VERSION: V1.2

DESCRIPTION
Sheet Description

A02

patioEG
patio enhancement group, LLC

www.PatioEG.com
Thiensville, WI 53092
414-351-5100



CLIENT
DC Cobbs
Huntley, IL

PROJECT
Restaurant Patio

CREATED: MM.DD.YY
MODIFIED: February 2, 2022
VERSION: V1.2

DESCRIPTION
Sheet Description

A03



www.PatioEG.com
Thiensville, WI 53092
414-351-5100

Downtown Parking Expansion

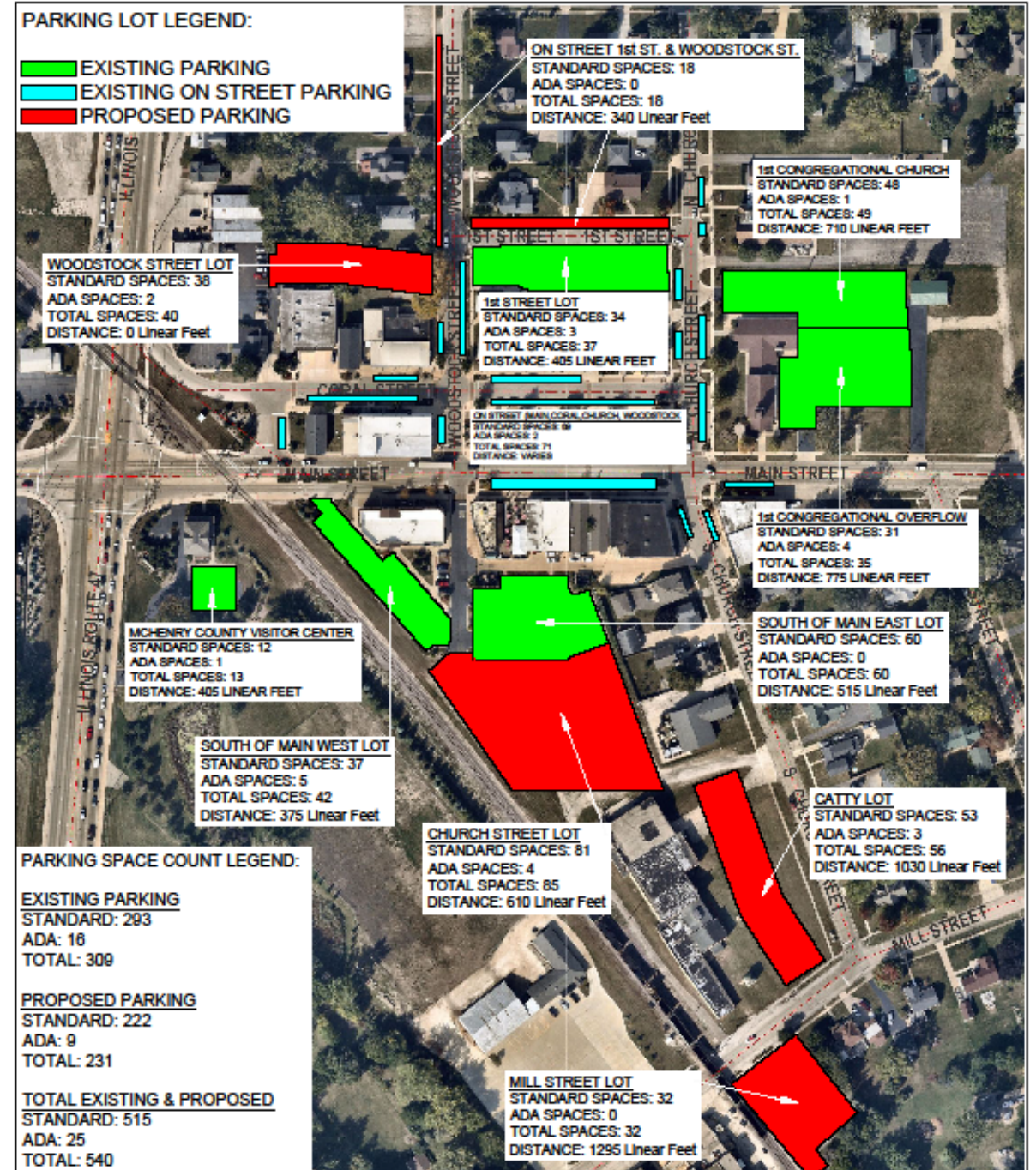
Pre-Revitalization – 185 parking spaces

Today – 309; 67% increase

Proposed Additional – 231; 75% increase

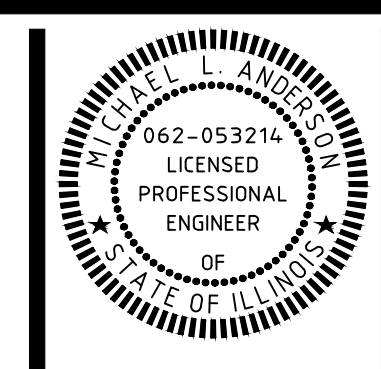
New Total – 540

Overall Increase – 290%



MIXED-USE SITE 11808 CORAL STREET SITE IMPROVEMENT PLANS

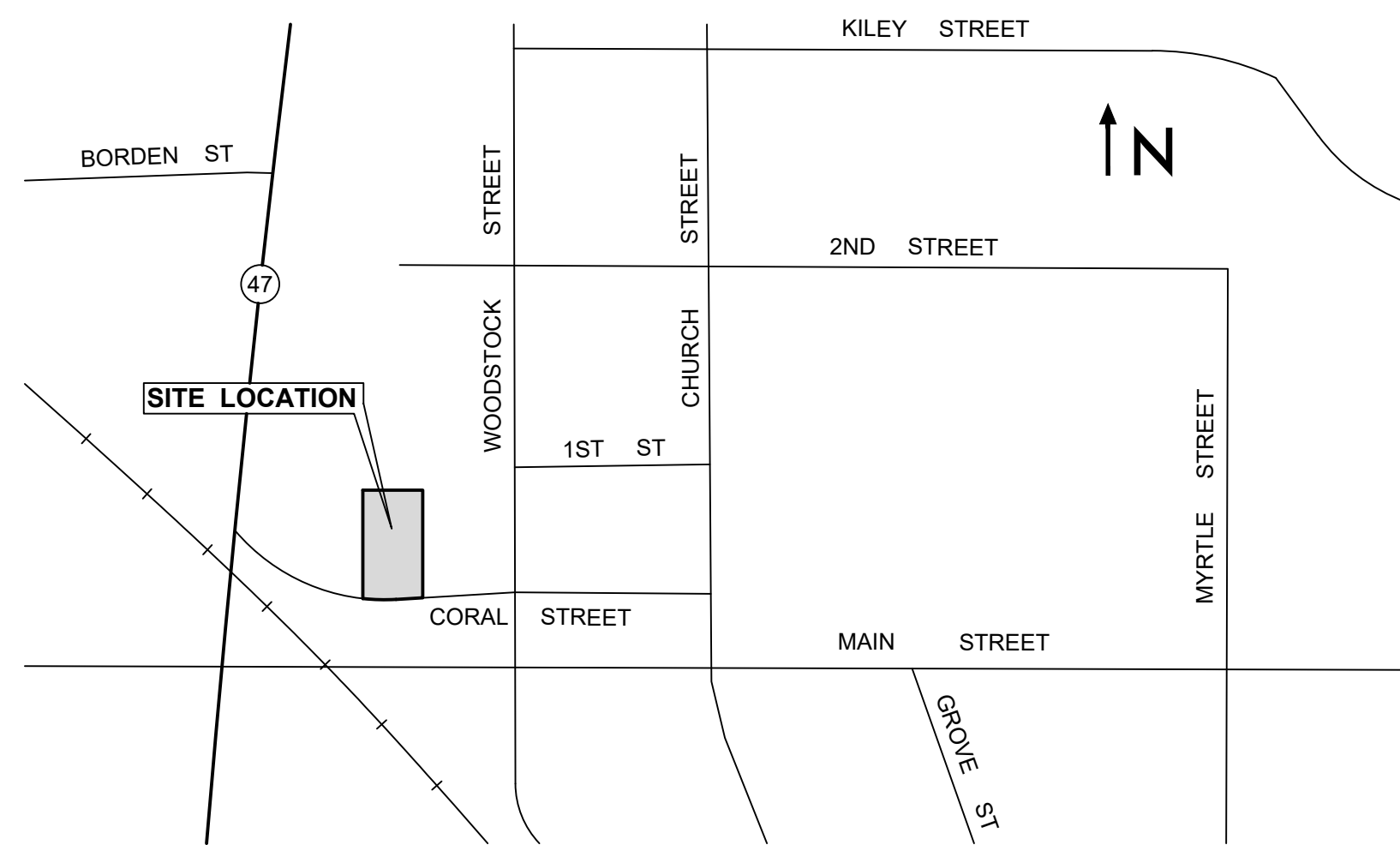
SECTION 28 TOWNSHIP 43 NORTH RANGE 7 EAST
HUNTLEY, ILLINOIS
MCHENRY COUNTY



EXPIRES 11-30-23

PREPARED BY:
Haeger Engineering LLC
Illinois Prof. Design Firm #184-003152
100 E. State Parkway
Schaumburg, IL 60173
Tel: 847-394-6600
Fax: 847-394-6608
www.haegerengineering.com

VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
Tel: 847-515-5200



LOCATION MAP
Not To Scale

INDEX TO SHEETS	
NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	GENERAL NOTES & SPECIFICATIONS
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	GEOMETRY / PAVING & GRADING PLAN
C5.0	CONSTRUCTION DETAILS

Existing Symbol	Description	Proposed Symbol
	Storm Sewer Manhole	
	Catch Basin	
	Inlet	
	Flared End Section	
	Headwall	
	Area Drain	
	Sanitary Sewer Manhole	
	Clean Out	
	Storm Sewer	
	Sanitary Sewer	
	Water Main	
	Fire Hydrant	
	Valve Vault	
	Valve Box	
	B-Box	
	Well Head	
	Light Pole	
	Light Pole With Mast Arm	
	Traffic Signal	
	Traffic Signal With Mast Arm	
	Hand Hole	
	Fence	
	Guardrail	
	Sign	
	Pipe Bollard	
	Gas Valve	
	Gas Line	
	Electric Line	
	Overhead Utility Line	
	Fiber Optic Line	
	Electrical Pedestal	
	Electric Manhole	
	Guy Wire	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Telephone Line	
	Cable TV Line	
	Cable TV Pedestal	
	Flagpole	
	Mailbox	
	Handicapped Parking Stall	
	Number of Parking Stalls	
	Curb & Gutter	
	Reverse Pitch Curb & Gutter	
	Depressed Curb	
	Retaining Wall	
	Curb Elevation and Gutter/Pavement Elevation	
	Pavement Elevation	
	Sidewalk Elevation	
	Ground Elevation	
	Top of Wall Elevation	
	Bottom of Wall Elevation	
	Open Lid Frame & Grate	
	Closed Lid Frame & Lid	
	Finish Grade	
	Garage Floor	
	Top of Foundation	
	Swale	
	Hardscape Flow	
	Softscape Flow	
	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Bush	
	Brushline	

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consulting engineers • land surveyors
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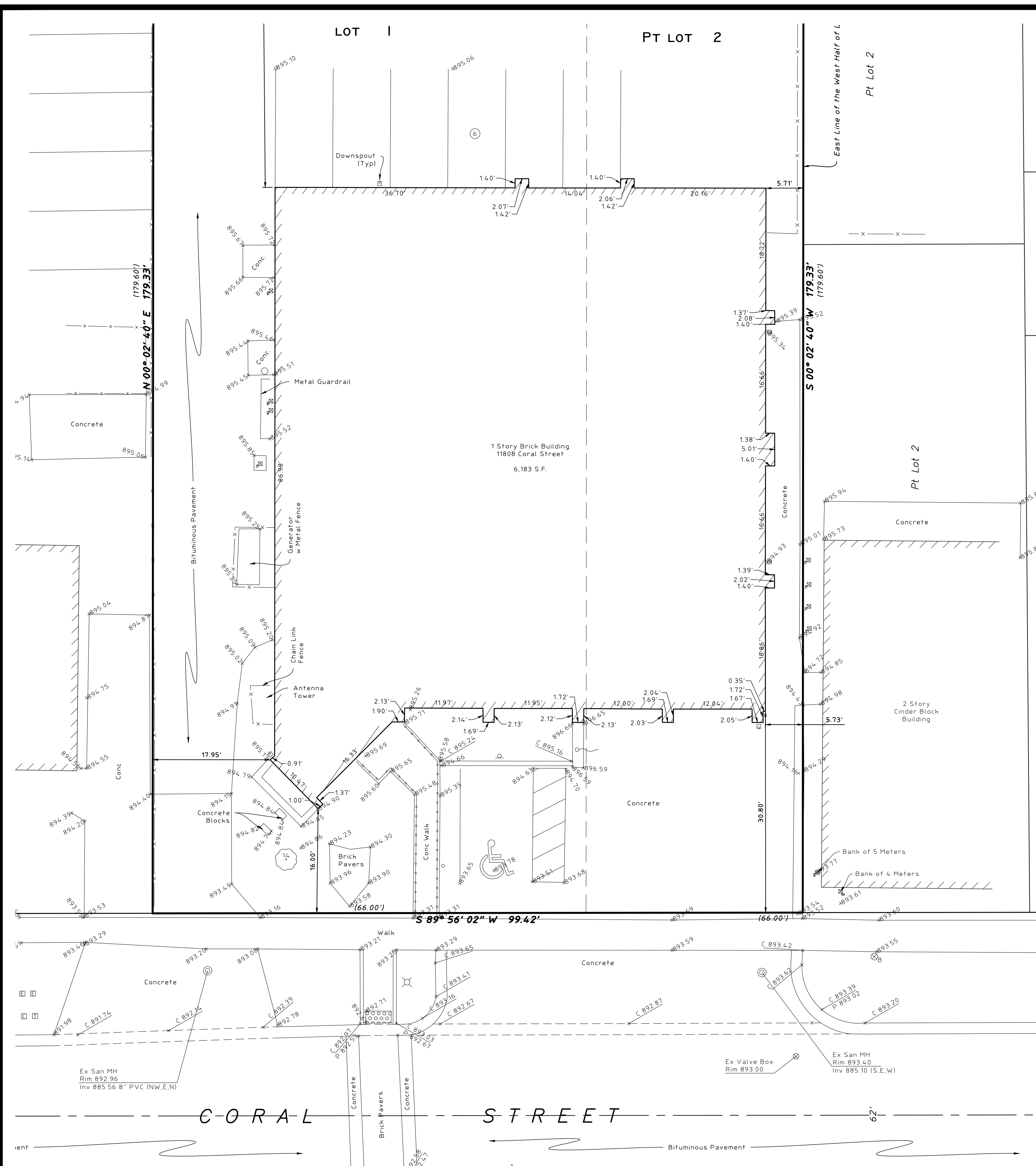
TITLE SHEET
MIXED-USE SITE
11808 CORAL STREET
HUNTLEY, ILLINOIS

Project Manager: M.L.A.
Engineer: M.L.A.
Date: 02.11.2022
Project No. 21-171
Sheet **C1.0** / C5



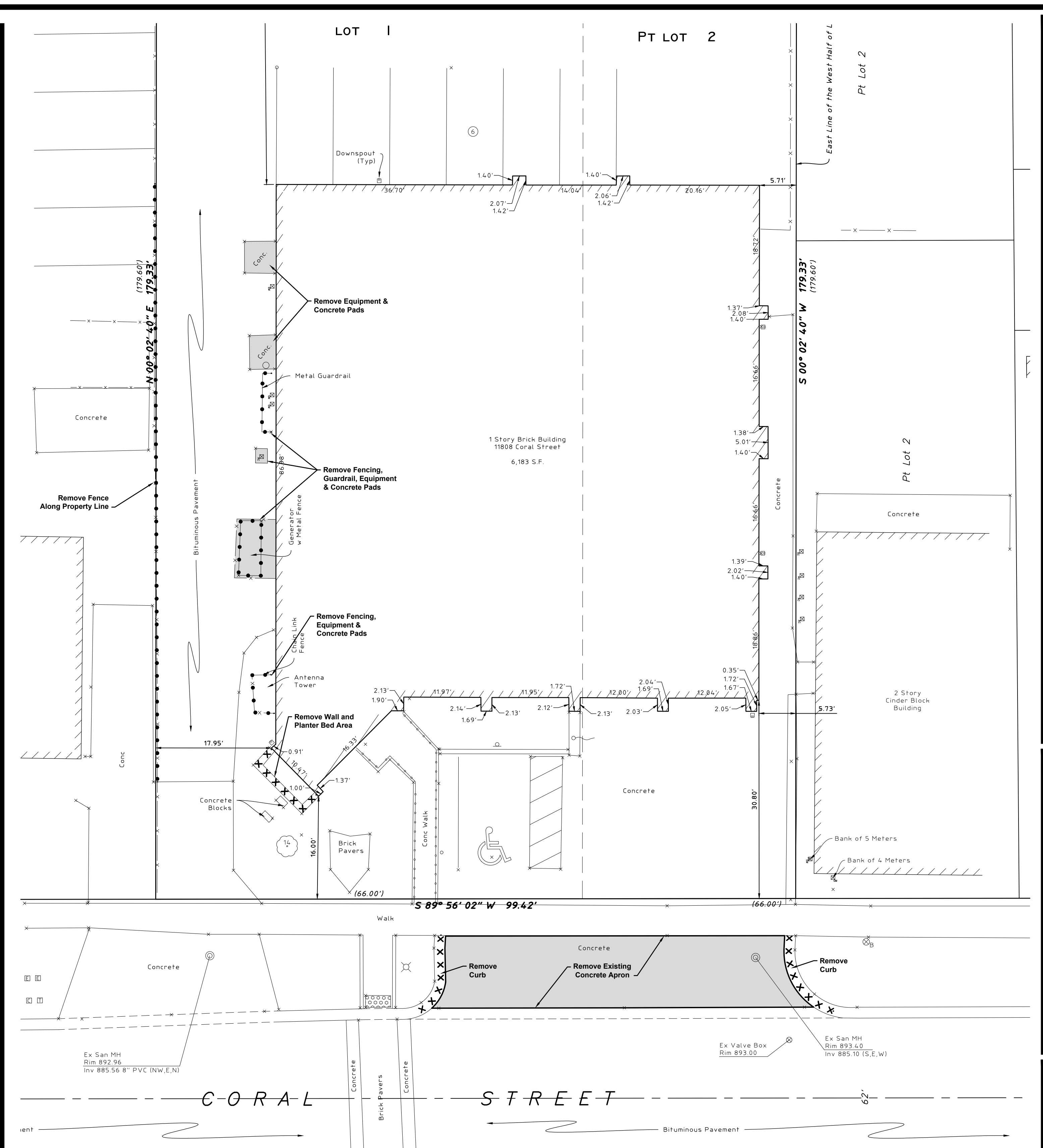
Know what's below.
Call before you dig.

Note:
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.




EXISTING CONDITIONS

LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 1 OF HUNTLEY STATION, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1853 IN BOOK 7 OF DEEDS, PAGE 43, IN MCHENRY COUNTY, ILLINOIS.



DEMOLITION PLAN

- DEMOLITION LEGEND**
- PAVEMENT REMOVAL
 - CURB / WALL REMOVAL
 - FENCE REMOVAL



NORTH

Scale: 1" = 10'

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Revision	Date

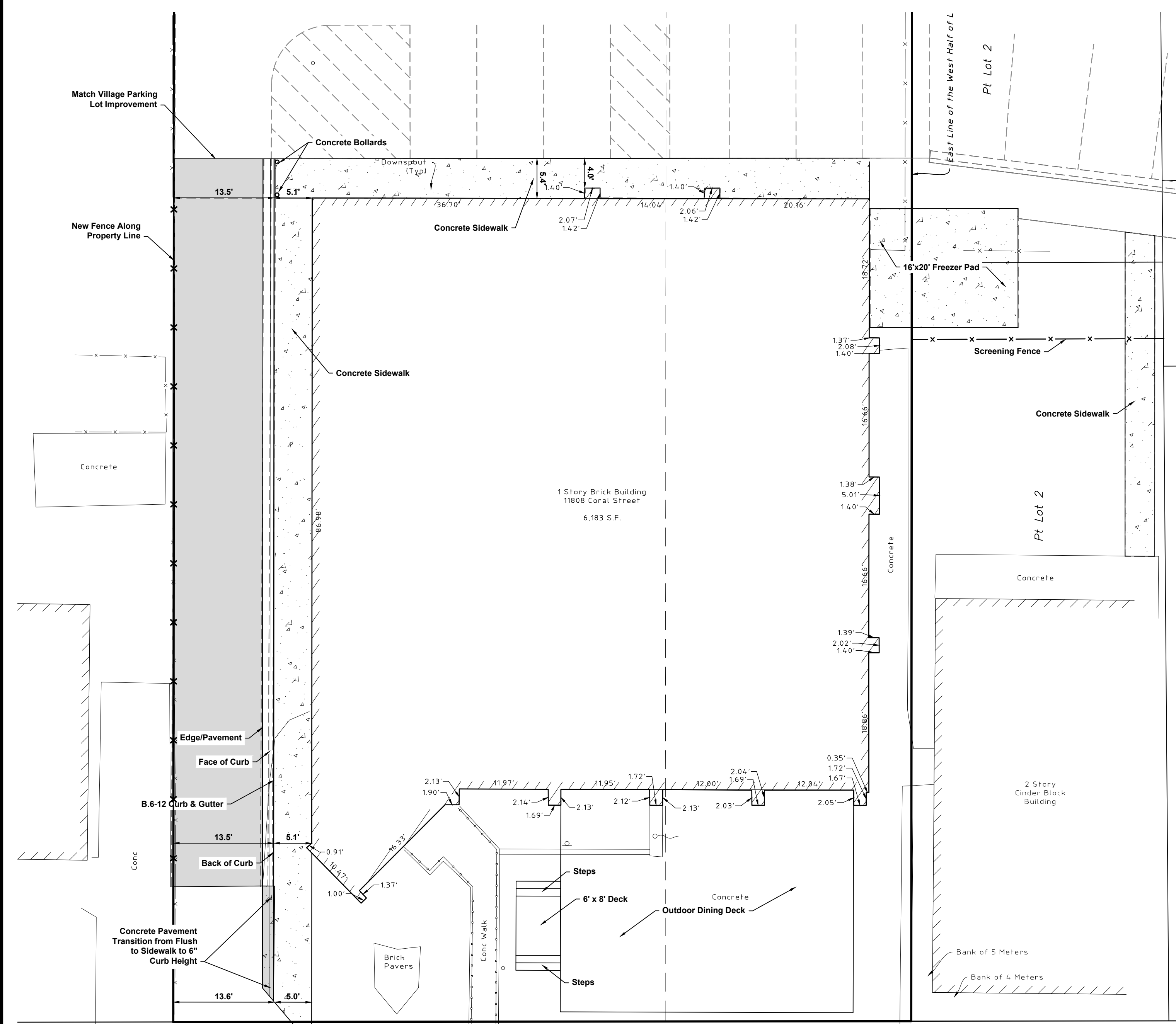
EXISTING CONDITIONS & DEMOLITION PLAN

MIXED-USE SITE

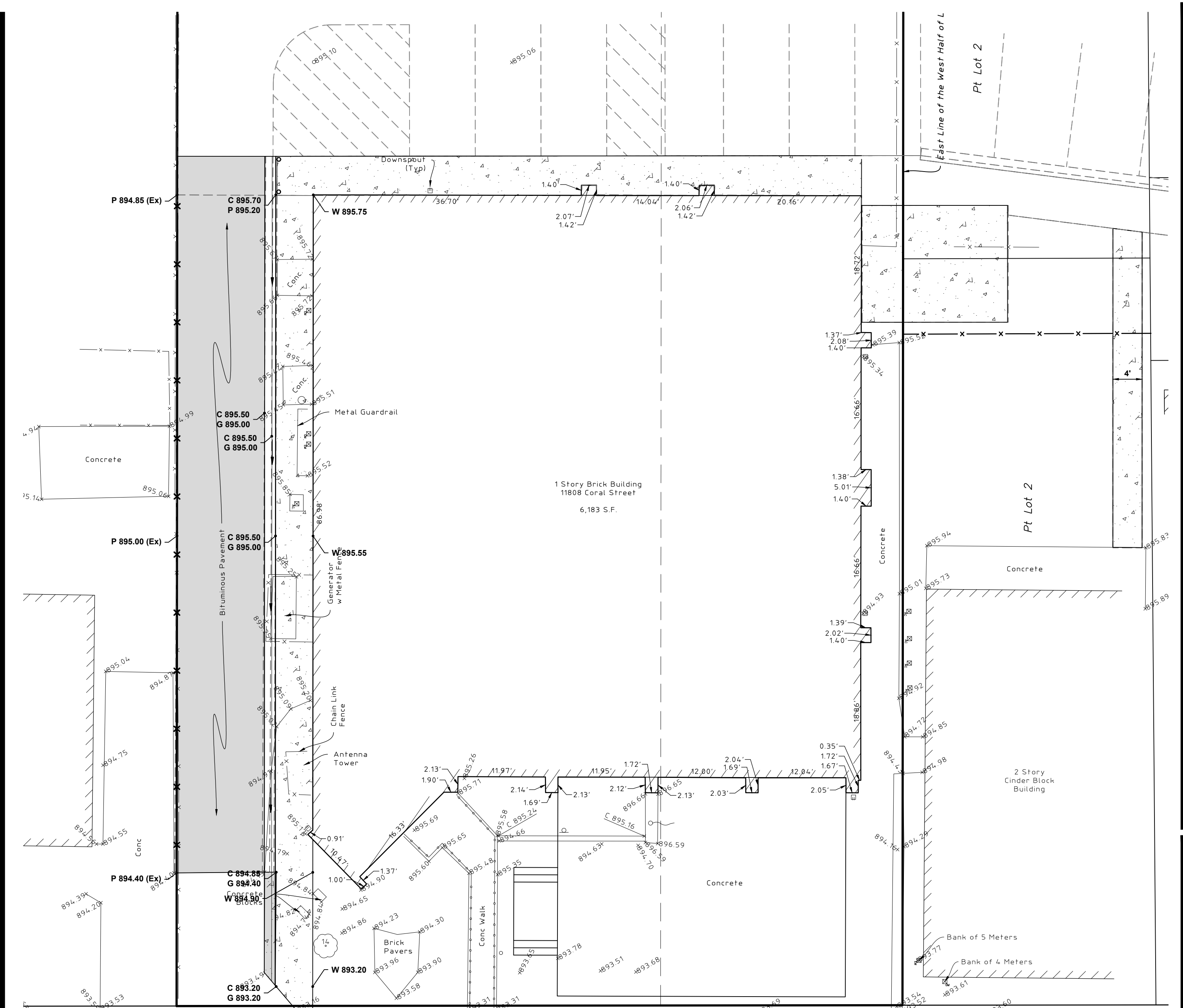
11808 CORAL STREET

HUNTLEY, ILLINOIS

Project Manager: M.L.A.
 Engineer: M.L.A.
 Date: 02.11.2022
 Project No. 21-171
 Sheet **C3.0** / C5



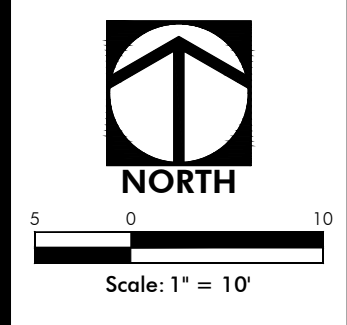
GEOMETRY - PAVING PLAN



GRADING PLAN

PAVING LEGEND

- Standard Pavement**
 -1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
 -1 1/2" Hot Mix Asphalt Binder Course, IL-19, N50
 -10" CA-6 Crushed Aggregate Base Course
- Concrete Pavement**
 -6" Portland Cement Concrete
 -6" CA-6 Crushed Aggregate Base Course
- Concrete Sidewalk**
 -5" Portland Cement Concrete
 -4" CA-6 Crushed Aggregate Base Course



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GEOMETRY - PAVING PLAN
GRADING PLAN
MIXED-USE SITE
11808 CORAL STREET
 HUNTLEY, ILLINOIS

Project Manager: M.L.A.
 Engineer: M.L.A.
 Date: 02.11.2022
 Project No. 21-171
 Sheet **C4.0** / C5

DEPRESSED CURB (TYPICAL)

DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED

BARRIER CURB

MOUNTABLE CURB

TYPE	A	B	C	D	R ₁
B-6.06	6	1	6	6	1
B-6.12	12	1	6	6	1
B-6.18	18	1	6	6	1
B-6.24	24	1	6	6	1
B-9.12	12	2	5	9	1
B-9.18	18	2	5	9	1
B-9.24	24	2	5	9	1

* For corner islands only.

TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
M-2.12	12	2	4	2	3	2
M-4.06	6	4	3	4	3	NA
M-4.12	12	4	3	4	3	NA
M-4.18	18	4	3	4	3	NA
M-4.24	24	4	3	4	3	NA
M-6.06	6	6	2	6	2	NA
M-6.12	12	6	2	6	2	NA
M-6.18	18	6	2	6	2	NA
M-6.24	24	6	2	6	2	NA

NOTES:
1. SEE DETAIL DRN-3 FOR NOTES.

VILLAGE OF HUNTLEY
10987 MAIN STREET
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COMBINATION CONCRETE CURB AND GUTTER

SCALE: NTS	DRAWN/CHECKED: CHIBEL/TFP	DRAWING NUMBER: DRN-1
DATE: 1/1/2016	REVISOR: 1/1/2016	

NOTES:

- THICKNESS - T** - THICKNESS OF PAVEMENT. WHEN CURB AND GUTTER IS CONSTRUCTED ADJACENT TO FLEXIBLE PAVEMENT, THE VERTICAL THICKNESS OF THE GUTTER FLAG SHALL MATCH THE EXISTING PAVEMENT THICKNESS, OR BE MINIMUM 9".
- DRAINAGE OPENINGS** - AT ALL LOCATIONS WHERE METAL CASTINGS ARE INCORPORATED IN THE CURB AND GUTTER, A 1" THICK PREFORMED JOINT FILLER, CONFORMING TO THE CROSS SECTIONS OF THE CURB AND GUTTER SHALL BE INSTALLED A DISTANCE OF 5 FT. FROM EACH SIDE OF THE METAL CASTING. WHEN THE WIDTH OF THE METAL CASTING IS LESS THAN THE WIDTH OF THE CURB AND GUTTER, 2 - NO. 4 EPOXY COATED REBARS (L = 12" + CASTING LENGTH + 12") SHALL BE INCORPORATED IN THE CONTINUOUS PORTION OF THE CONCRETE CURB AND GUTTER.
- JOINTS** - IN ADDITION TO THE REQUIREMENTS OF ARTICLE 606 OF THE STANDARD SPECIFICATIONS, JOINTS SHALL BE CONSTRUCTED AS FOLLOWS.
 - CONTRACTION JOINTS AND EXPANSION JOINTS SHALL BE INSTALLED IN THE CURB AND GUTTER IN PROLONGATION WITH JOINTS OF ADJACENT P.C.C. PAVEMENT OR BASE COURSE.
 - WHEN CURB AND GUTTER IS CONSTRUCTED ADJACENT TO FLEXIBLE PAVEMENT, A 1" THICK PREFORMED JOINT FILLER, CONFORMING TO THE CROSS SECTIONS OF THE CURB AND GUTTER SHALL BE INSTALLED AT POINTS OF CURVATURE FOR SHORT RADIUS CURVES.
 - ALL EXPANSION JOINTS SHALL BE PROVIDED WITH TWO 1 1/4" DIA. X 18" COATED SMOOTH DOWEL BAR CONFORMING TO ARTICLE 1006.11B OF THE STANDARD SPECIFICATIONS. THE DOWEL BAR SHALL BE FITTED WITH A CAP HAVING A PINCHED STOP THAT WILL PROVIDE 1" OF EXPANSION.
 - CONSTRUCTION JOINT SPACING 12 MAX.
 - EXPANSION JOINT SPACING 84' MAX.
- REINFORCEMENT** - ALL CURB AND GUTTER SHALL CONTAIN 2-#4 REBAR CONTINUOUS THROUGHOUT. **RIGID PAVEMENT ONLY:** #6 TIE BARS SHALL BE PLACED AT 24" CENTERS. TIE BAR MINIMUM CLEARANCE FROM BACK OF CURB SHALL BE 2".
- AN IDOT APPROVED CURING COMPOUND MUST BE PLACED ON THE FINISHED CONCRETE PER IDOT STANDARD SPECIFICATIONS 1020.13 AND 1022.01 (IDOT APPROVED PAILS OR DRUMS SHALL BE INSPECTED/WITNESSED BY THE VILLAGE OF HUNTLEY OR VILLAGE REPRESENTATIVE). NON IDOT APPROVED CURING/SEALING PRODUCTS WILL BE PROHIBITED.
- ALL CURB/GUTTER SHALL BE INSTALLED ON A MINIMUM 4" COMPACTED CA-6 SUBBASE THAT SHALL EXTEND A MINIMUM OF 6" FROM THE BACK OF CURB UNLESS OTHERWISE INDICATED.
- CURB SHALL BE STAMPED WITH A "W" INDICATING THE LOCATION OF WATER SERVICES AND STAMPED WITH A "S" INDICATING THE LOCATION OF SANITARY SEWER SERVICES.
- ALL WORK AND MATERIAL SHALL CONFORM TO IDOT STANDARD SPECIFICATION ART 606 UNLESS OTHERWISE SPECIFIED.

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CONCRETE CURB AND GUTTER NOTES

SCALE: NTS	DRAWN/CHECKED: CHIBEL/TFP	DRAWING NUMBER: DRN-3
DATE: 1/1/2016	REVISOR: 1/1/2016	

CONTRACTION JOINT DETAIL

EXPANSION JOINT DETAIL

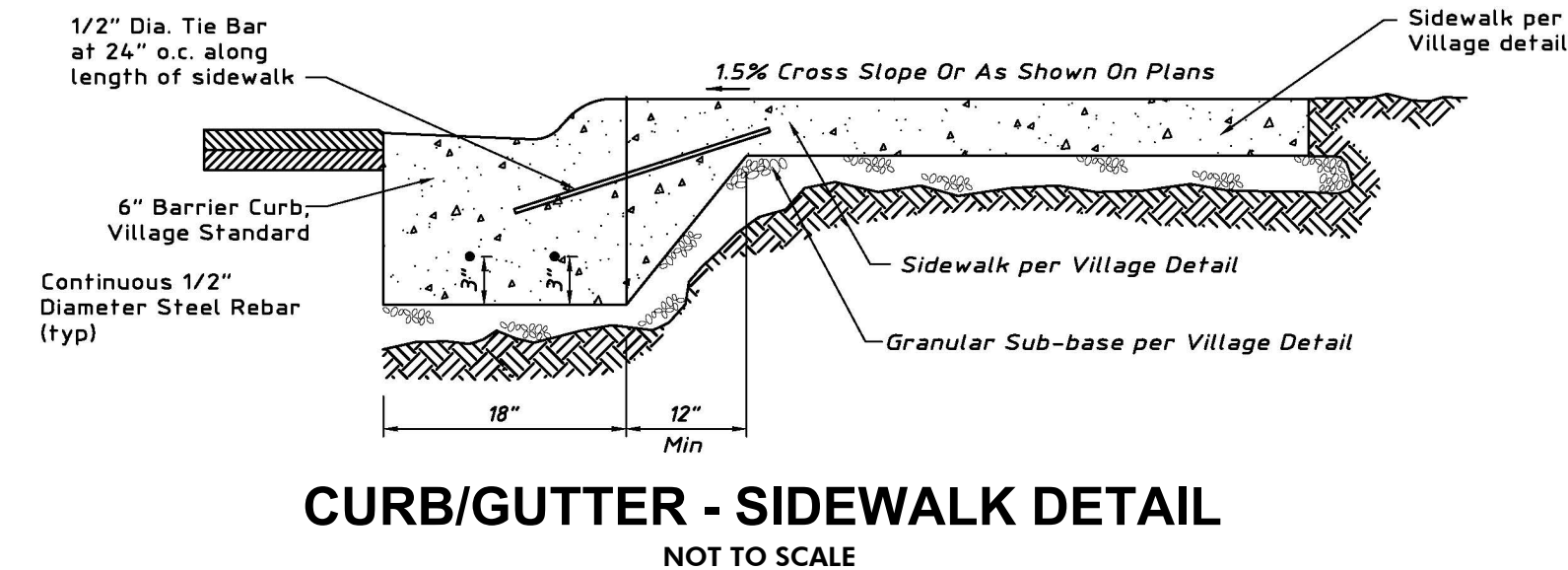
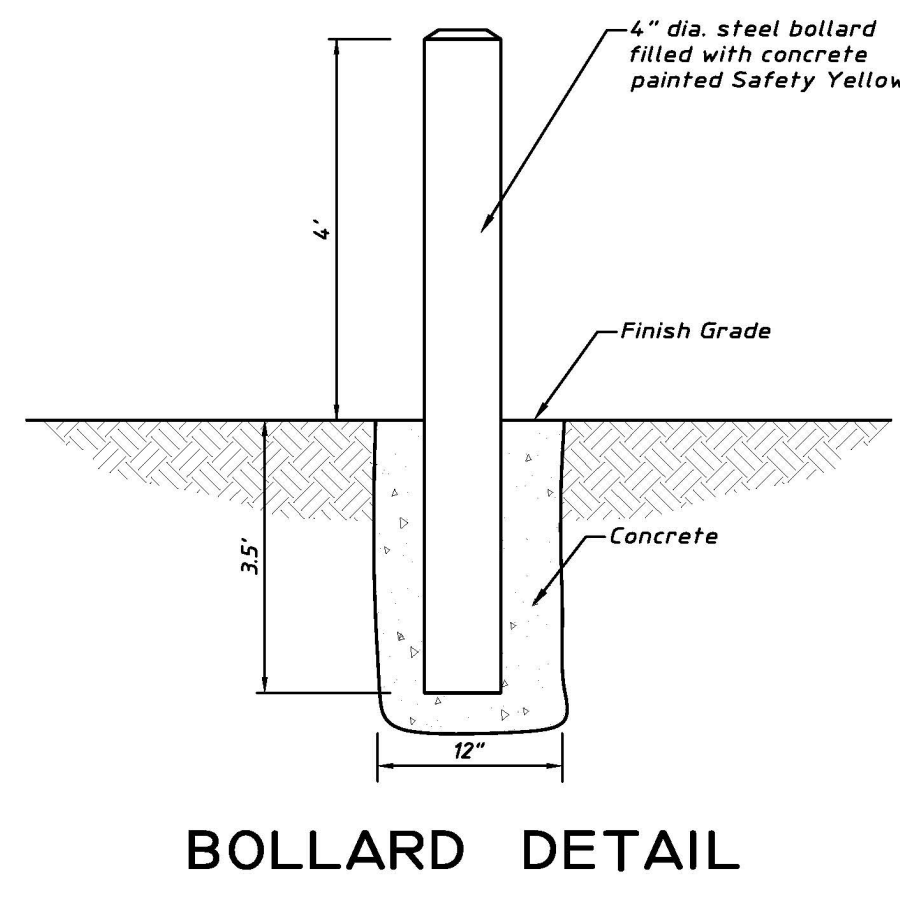
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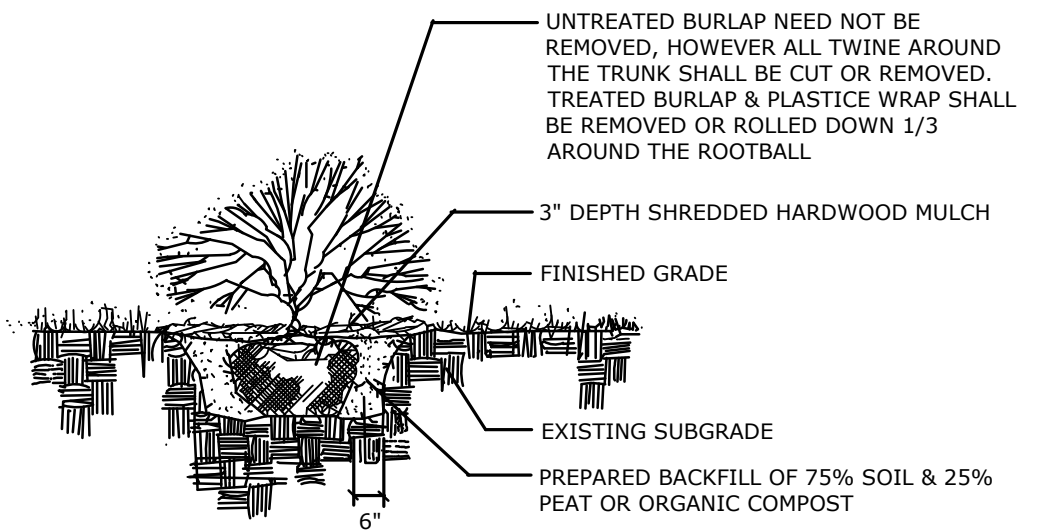
- UNLESS OTHERWISE NOTED ON PLANS, CONTRACTION JOINTS TO BE AT 5'-0" O.C.
- EXPANSION JOINTS TO BE 50'-0" O.C. MAXIMUM, AT BACK OF CURB, CHANGE OF DIRECTION, EXISTING WALK, UTILITY APPURTENANCE, OR FACE OF STRUCTURE.
- PORTLAND CEMENT CONCRETE SHALL BE IDOT CLASS SI, MIN. 3500 PSI (6.1 BAG MIX) AT 14 DAYS, WITH 5% TO 8% AIR ENTRAINMENT (NO FLY ASH ALLOWED).
- SIDEWALKS THROUGH DRIVEWAYS SHALL CONTAIN SYNTHETIC FIBER REINFORCEMENT ADDITIVE. THE USE OF WELDED WIRE MESH IS PROHIBITED.
- SIDEWALK THICKNESS SHALL BE 5" FOR SIDEWALK THROUGH THE LIMITS OF DRIVEWAYS, THICKNESS SHALL BE 6" FOR RESIDENTIAL DRIVEWAYS AND 8" FOR NON RESIDENTIAL DRIVEWAYS.
- ALL SIDEWALKS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT.
- ALL SIDEWALKS SHALL BE STAMPED WITH A "W" INDICATING THE LOCATION OF WATER SERVICE AND "S" INDICATING THE LOCATION OF SANITARY SERVICES.
- AN IDOT APPROVED MEMBRANE CURING COMPOUND MUST BE PLACED ON THE FINISHED CONCRETE PER IDOT STANDARD SPECIFICATIONS 1020.13 AND 1022.01 (IDOT APPROVED PAILS OR DRUMS SHALL BE INSPECTED/WITNESSED BY THE VILLAGE OF HUNTLEY OR VILLAGE REPRESENTATIVE). NON-IDOT APPROVED CURING/SEALING PRODUCTS WILL BE PROHIBITED.
- ALL SIDEWALK PLACED OVER ALL AREAS OF UTILITY TRENCHES OR EXCAVATED AREAS SHALL BE REINFORCED WITH A MINIMUM OF TWO #4 BARS 24" ON CENTER FOR A LENGTH EXTENDING 10' FROM THE CENTERLINE OF THE TRENCH.

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CONCRETE SIDEWALK

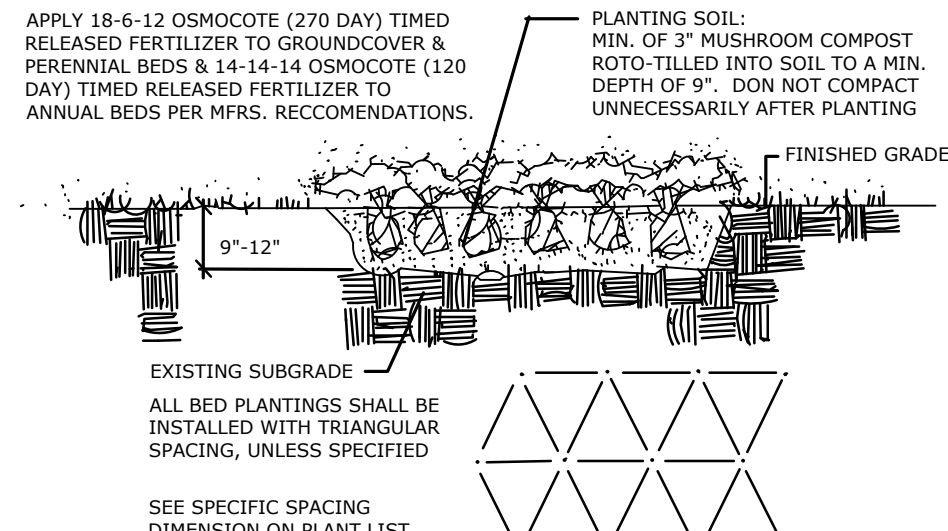
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DATE: 1/1/2016	REVISOR: 1/1/2016	





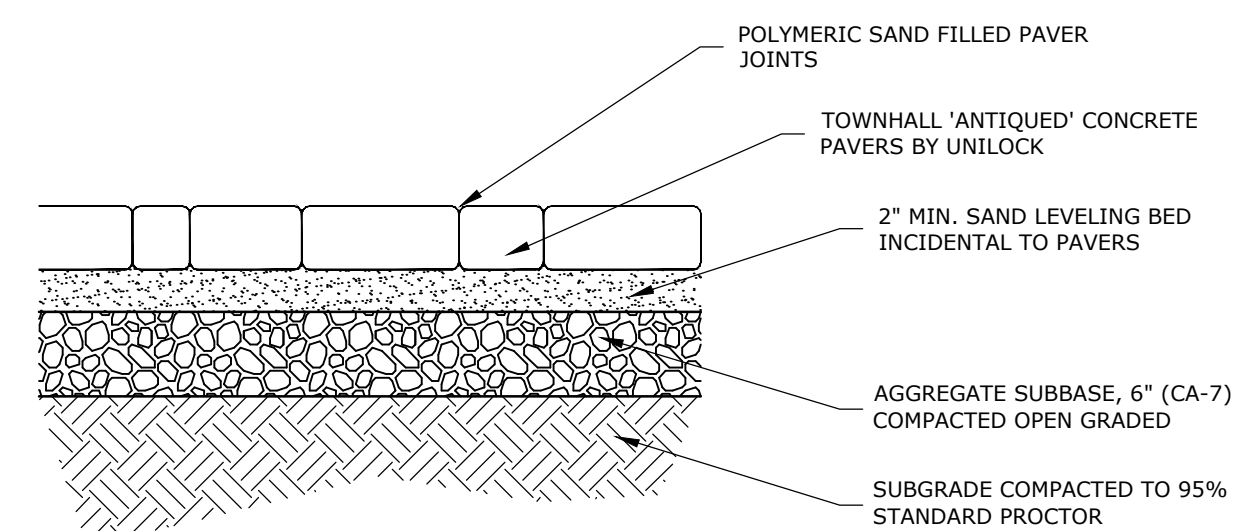
SHRUB PLANTING DETAIL

NOT TO SCALE



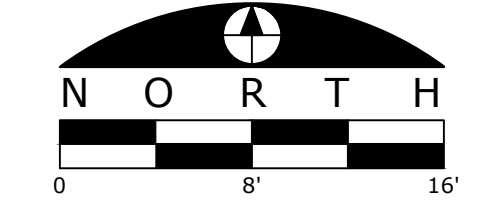
BED PLANTING DETAIL

(GROUNDCOVER, PERENNIALS & ANNUALS)

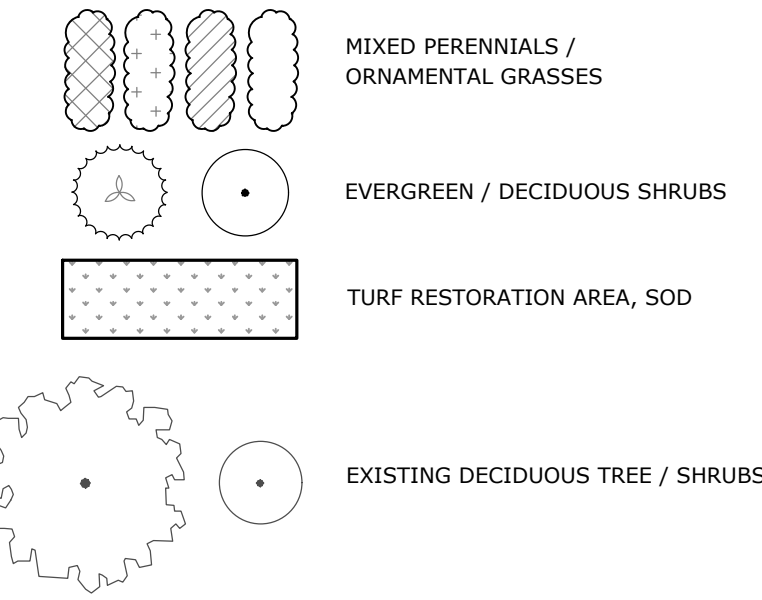


BRICK PAVER DETAIL

NOT TO SCALE



PLANT LEGEND

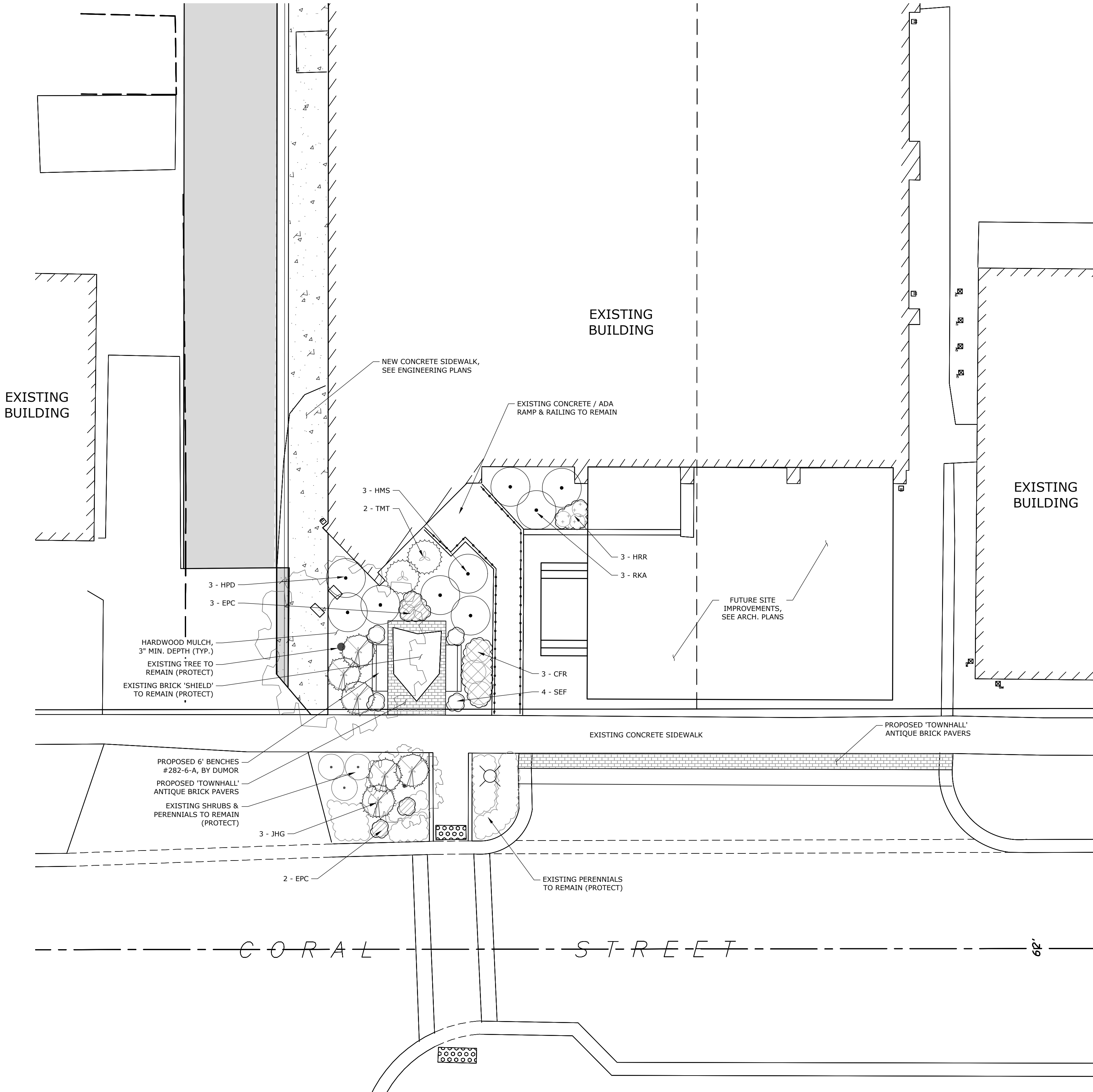
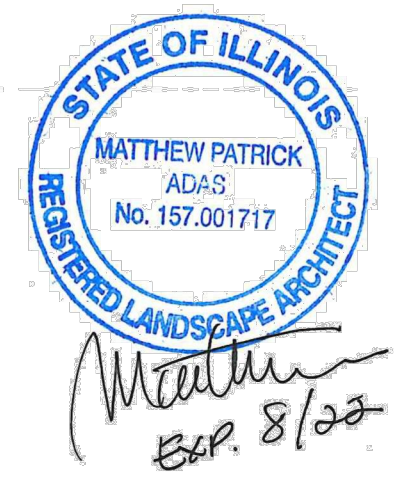


PLANT LIST

KEY	QTY	Botanical Name COMMON NAME	SIZE	REMARKS
HMS	3	Hydrangea macrophylla 'Summer Crush' ENDLESS SUMMER CRUSH HYDRANGEA	5 GAL	
HPD	3	Hydrangea paniculata 'Limelight Prime' PRIME LIMELIGHT HYDRANGEA	5 GAL	
JHG	3	Juniperus horizontalis 'Hagedus' GOOD VIBRATIONS GOLD JUNIPER	5 GAL	EVERGREEN
RKA	3	Rhododendron x 'Karen' KAREN AZALEA	5 GAL.	SEMI-EVERGREEN
TMT	2	Taxus media x 'Taunton' TAUNTON YEW	5 GAL	EVERGREEN
CFR	3	Calamagrostis acutifolia 'Karl Forster' FEATHER REED GRASS	GAL	3'-0" O.C.
EPC	5	Echinacea purpurea 'Cheyenne' CHEYENNE MULTI-COLOR CONEFLOWER	GAL	2'-0" O.C.
HRR	3	Hemmercallis x 'Rosy Returns' ROSY RETURNS PINK REBLOOMING DAYLILY	GAL	2'-0" O.C. - PERENNIAL
SEF	4	Salvia nemorosa x 'East Friesland' FRIESLAND MEADOW SAGE	GAL	2'-0" O.C. - PERENNIAL

PLANTING NOTES

- Landscape Contractor (Contractor) shall make a site visit prior to bidding/construction to inspect the current site conditions and review proposed planting plan and related work. Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.
- Contractor shall verify locations of all underground utilities prior to beginning construction on his phase of work. Electric, gas, telephone, and cable television can be located by calling J.U.L.I.E. at '811'. For regional locating, contact "Digger's Hotline". Any damage or interruption of services shall be the responsibility of the contractor. Contractor to coordinate all related activities with other trades on the job and shall report any unacceptable job conditions to owner's representative prior to commencing work.
- Contractor is responsible for application and cost of all necessary building permits and code verifications. Submit copies of all documents to owner and landscape architect.
- Building contractor is responsible for the removal and cleaning the site of all construction debris materials and rough grading the site prior to landscape contractor's scope of work.
- Contractor shall grade entire site to correct surface irregularities in preparation for sod/seed. Roto-til, disc, drag, harrow or hand rake sub grade in all lawn areas and remove construction debris, foreign matter or stones larger than 2". Grading shall provide slopes which are smooth, continuous, free from depressions or ridges. Level, rake and roll as necessary to an even and true condition and obtain positive drainage in all areas. Finish grades shall meet the approval of civil engineer and/or owner prior to plantings or turf installation.
- All disturbed areas should be brought to grade with "topsoil" to a minimum depth of 6 inches in turf areas to be seeded or sodded, and 12 inches minimum depth for all foundation plant areas or interior (curbed) landscape islands. All lawn areas are to be finished with mulch, straw mulch, seed, sod, etc. or as noted. All lawn areas to be watered until a healthy stand of grass is established. (see seed/sod notes for acceptance details).
- Quantity lists are supplied as a convenience; however, the contractor should verify all quantities. The drawings shall take precedence over the lists.
- Plantings may need to be adjusted in the field to accommodate utilities, easements, drainage ways, downspouts, etc.; however, quantities and sizes shall remain consistent with these plans.
- Size & grading standards of plant material shall conform to the latest addition of ANSI Z60.1 AMERICAN STANDARD OF NURSERY STOCK, by the American Nursery & Landscape Association. Plant material shall be nursery grown and be either balled and burlap or container grown.
- All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Landscape Architect and/or Owner.
- Any plant materials with damaged or crooked/distorted leaders, bark abrasion, sun scald, insect damage, etc. are not acceptable and will be rejected by Landscape Architect and/or Owner. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump.
- Upon inspection and acceptance of all landscape items by Landscape Architect and/or Owner the contractor shall assume maintenance responsibilities for a period of thirty (30) days, for all plant material, to include: watering, cultivating, weeding, pruning, mulching and spraying as necessary to keep plants free of insects and in a healthy, vigorous condition until responsibility is transferred to the owner (see below).
- All plant material shall be guaranteed for one (1) year after acceptance by landscape architect and/or owner. After the first thirty (30) days, the owner shall assume maintenance responsibilities as described (see above). Contractor shall replace without cost to owner any dead or unacceptable plants, as determined by the landscape architect at the end of one (1) year guarantee period. Contractor shall notify immediately, in writing, any concerns related to maintenance practices.
- All planting beds and tree saucers shall be mulched continuous with 3" depth shredded hardwood mulch, see planting details. All deciduous trees (shade / ornamental) that are not located in a planting bed shall be mulched with a 3'-0" diameter circle. Evergreen trees shall be mulched to outer-most branches at the time of installation.
- Planting edge delineation at all planting bed lines and tree saucers where beds meet turf areas shall require a minimum 4" depth "vee" shaped cultivated, spaded edge with a vertical face abutting all lawn areas and sloped to inside of plant bed continuous between lawn and mulched areas as indicated on plan.
- Contractor to install sod in all areas indicated on plan. Sod to be well established mineral type growth, no peat sod will be allowed. Sod grass blend shall consist of the following suggested bluegrass types: 55% Barrons, 15% Majestic, 15% Adelphi, 15% Glade. Sod pieces are to fit tightly together so that no joints are visible, alternate and stagger courses and tamp or roll firmly. All sodded lawn areas shall be fertilized at first cutting with 15-40-5 analysis fertilizer, at a rate of 6 lbs. per 1,000 s.f.. Acceptance and guarantee note shall apply to all sod areas.
- All turf areas shall be fertilized at installation with 6-20-20 analysis, at a rate of 6 lbs. per 1,000 s.f.. A second application of 21-7-14 to be applied at rate of 6 lbs. per 1,000 s.f. after the first cutting. Acceptance and guarantee notes shall apply to all seeded areas.
- Acceptance of grading and sod shall be by landscape architect and/or owner. Contractor shall assume maintenance responsibilities for a minimum of sixty (60) days or until second cutting, whichever is longer. Maintenance shall include watering, weeding, re-seeding (wash-offs) and other operations necessary to keep lawn in a thriving condition. Upon final acceptance, owner shall assume all maintenance responsibilities. After lawn areas have been installed, areas which fail to show a uniform stand of grass for any reason whatsoever shall be re-sodded repeatedly until all areas are shown no signs of dead or insufficient growth and has a satisfactory stand of grass. Minimum acceptance of sodded (seeded) lawn areas may include scattered dead or bare spots, none of which are larger than one (1) square foot and when combined do not exceed 2% of total lawn area.
- Contractor to provide and install 'TOWNHALL' antique concrete pavers by Unilock (800) 864-5625. Paver color to be Burgundy Red and pattern to be stacked/running bond laid parallel to the existing concrete sidewalk. Pavers to be installed around the existing brick 'shield' with restraining edge and polysand as shown on plan installed per manufacturer's specifications.
- Contractor to provide and install two (2) decorative benches in locations as shown on plan; benches to be model #282-6-A (with armrest) aluminum, in powder coat black by DuMor, Inc. (800) 598-4018. Surface mount to concrete pads or footings below bench legs per manufacturer's specifications.



ARC DESIGN
RESOURCES INC.

5291 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815) 484-4300
FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184-001334

PROJECT NAME
OWNER'S NAME

MIXED USE SITE
11808 CORAL ST
HUNTLEY, IL

FOR UNITED
CONSTRUCTION
1055 NIMCO DR., STE E
CRYSTAL LAKE, IL 60014

CONSULTANTS

ISSUED FOR

1. CITY APPROVAL	DATE
1. CITY APPROVAL	02-21-2022
2.
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REVISIONS

ITEM	DATE
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SHEET TITLE

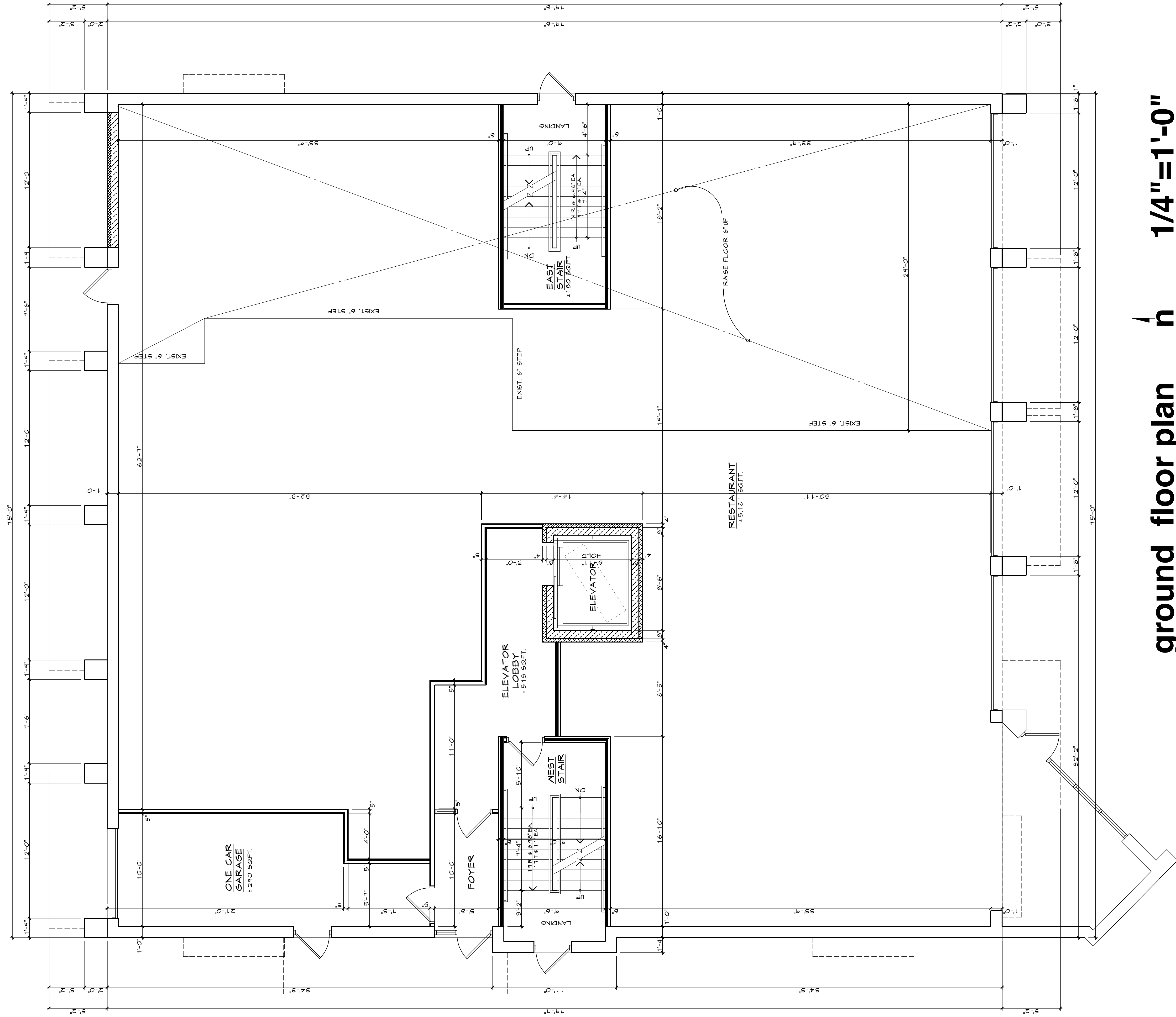
LANDSCAPE PLAN

DRAWN	MPA
CHECKED	LDS
PM	RCS

PROJECT NUMBER
SHEET NUMBER

22045

L01



ground floor plan ¹/₄" = 1'-0"

• DO NOT SCALE DRAWINGS, USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK!

PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
DATE: 9 FEB 22		9 FEB 22	VILLAGE REVIEW
DRAWN: JMF/LAF			
CONTENTS: PROPOSED GROUND FLOOR PLAN			

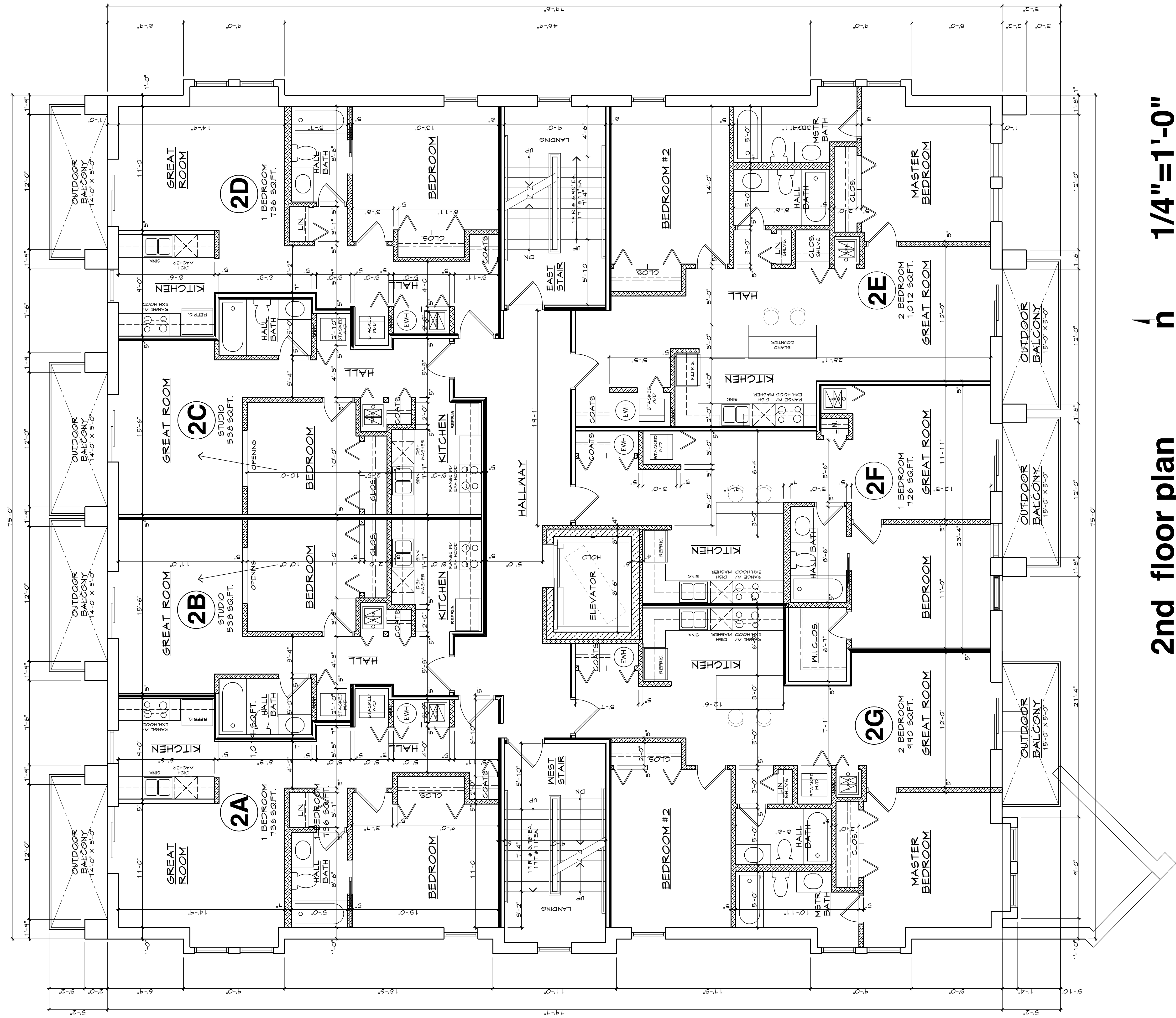
A1.1

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

Design Firm License No.: 184-002195

Architects 127

5625 Chesapeake Drive · Tel (847) 452-4125 + Associates, Inc.
 McHenry, IL 60050 architects127@gmail.com



2nd floor plan

1/4" = 1'-0"

• DO NOT SCALE DRAWINGS, USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK!

PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
9 FEB 22	JMF/LAF	9 FEB 22	VILLAGE REVIEW
CONTENTS: PROPOSED 2ND FLOOR PLAN			

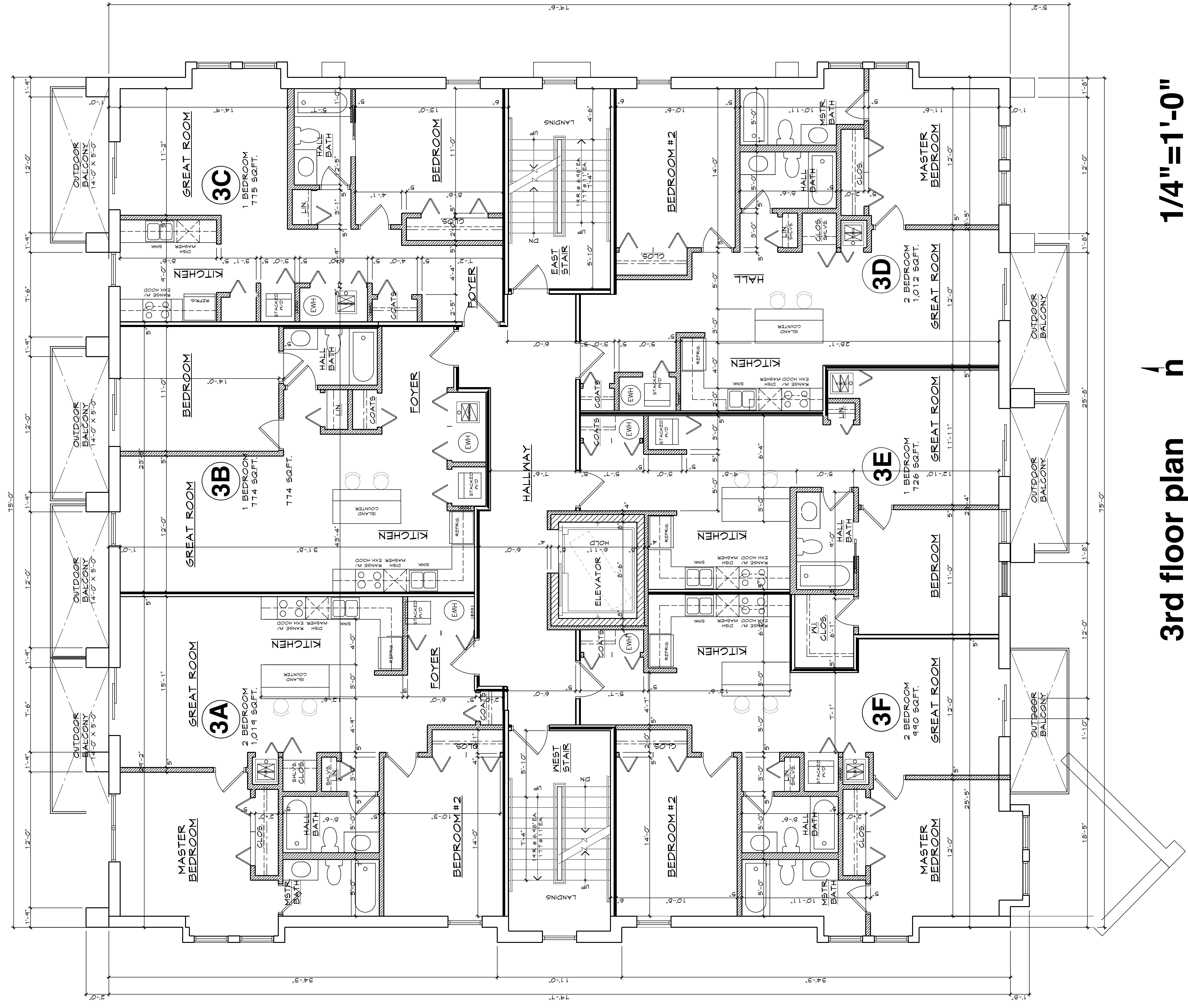
A1.2

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

Design Firm License No.: 184-002195

Architects 127

5625 Chesapeake Drive - Tel (847) 452-4125 + Associates, Inc.
 McHenry, IL 60050 architects127@gmail.com



3rd floor plan

1/4" = 1'-0"

DO NOT SCALE DRAWINGS. USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK.

A1.3

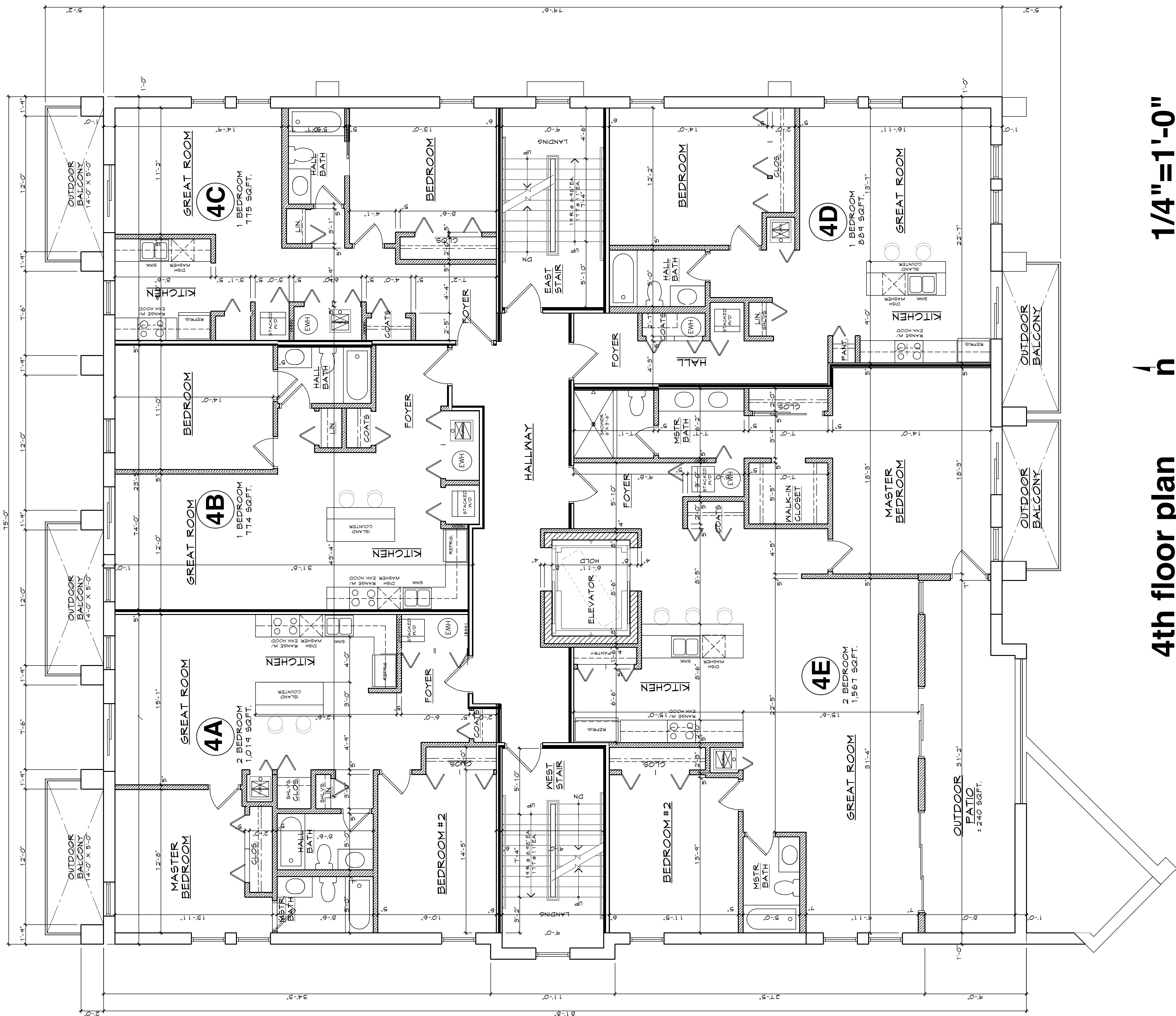
PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
DATE: 9 FEB 22	JMF/LAF	9 FEB 22	VILLAGE REVIEW
CONTENTS: PROPOSED 3RD FLOOR PLAN			

FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

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Architects 127

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+ Associates, Inc.



4th floor plan

1/4" = 1'-0"

DO NOT SCALE DRAWINGS. USE ONLY FIGURED DIMENSIONS AND FIELD VERIFY PRIOR TO ANY BIDDING AND/OR WORK!

PROJECT NO: 2187	REVISION:	DATE:	DESCRIPTION:
DATE: 9 FEB 22	JMF/LAF	9 FEB 22	VILLAGE REVIEW
DRAWN:			CONTENTS: PROPOSED 4TH FLOOR PLAN

A1.4

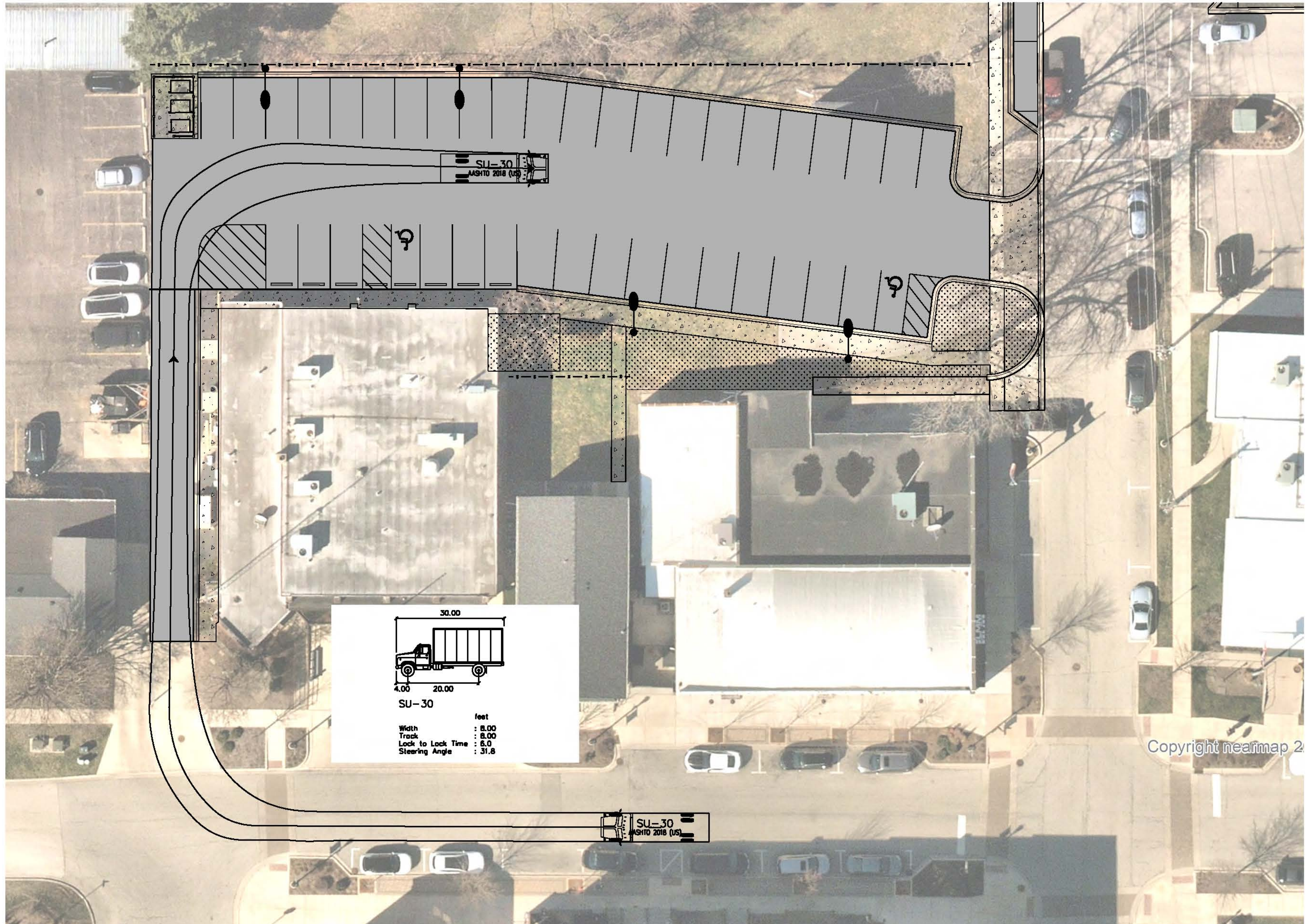
FORMER HUNTLEY FIRE PROTECTION DISTRICT FIRE HOUSE
proposed 4-story multi-tenant mixed-use bldg. renovation
 11808 CORAL STREET
 HUNTLEY, ILLINOIS

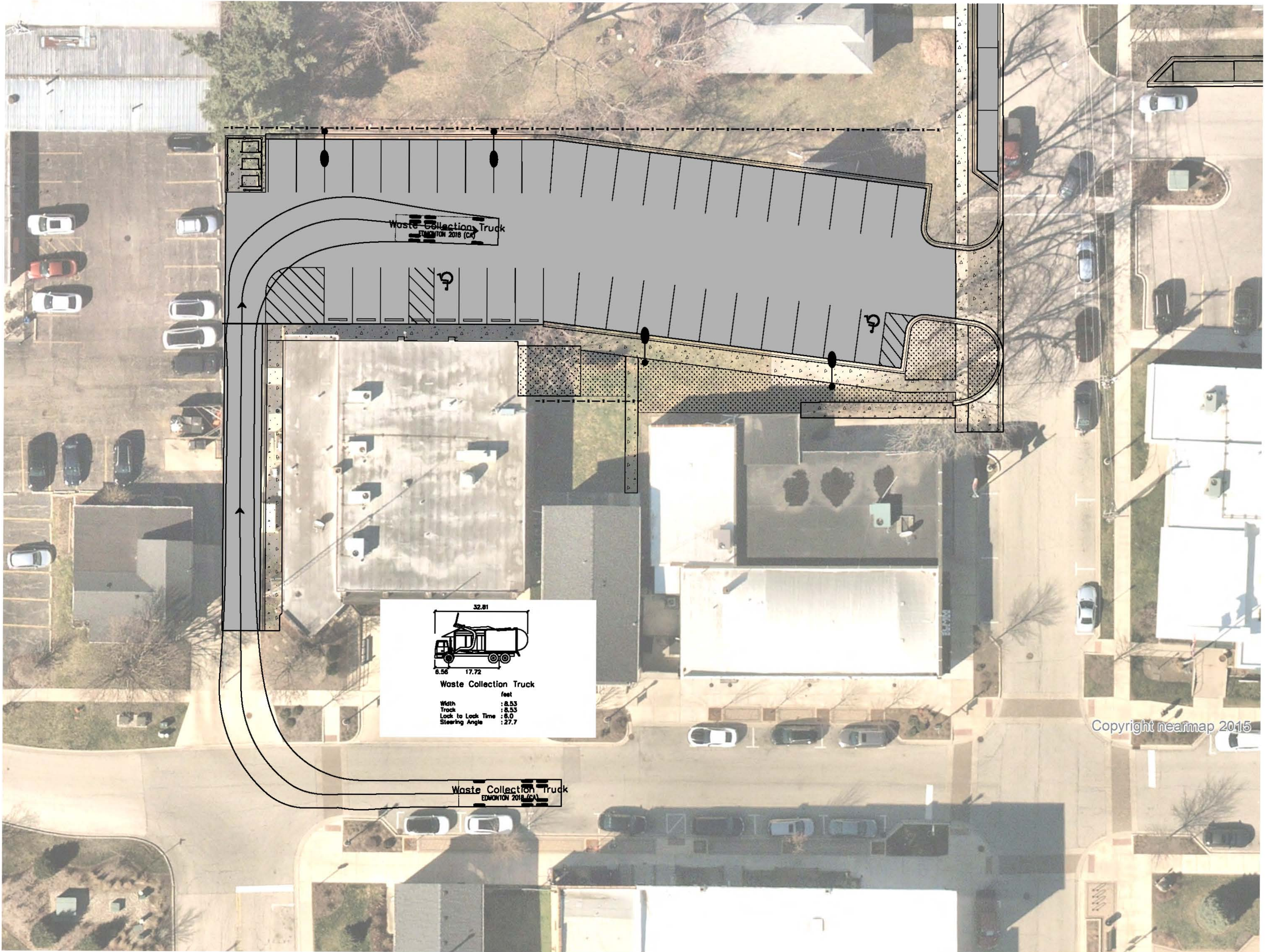
Design Firm License No.: 184-002195

Architects 127

5625 Chesapeake Drive · Tel (847) 452-4125 + Associates, Inc.
 McHenry, IL 60050 · architects127@gmail.com

Auto Turn Exhibits





32.81

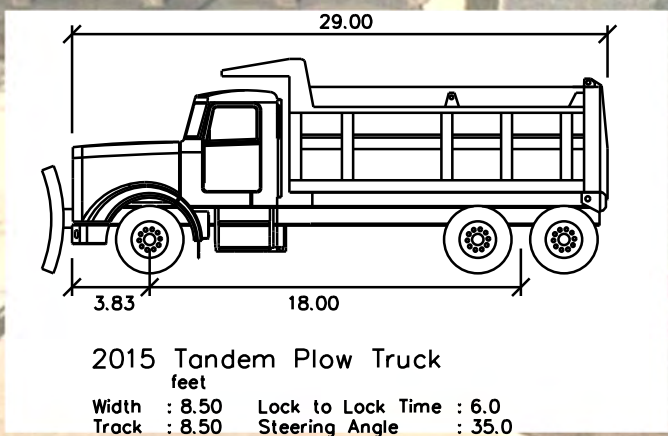
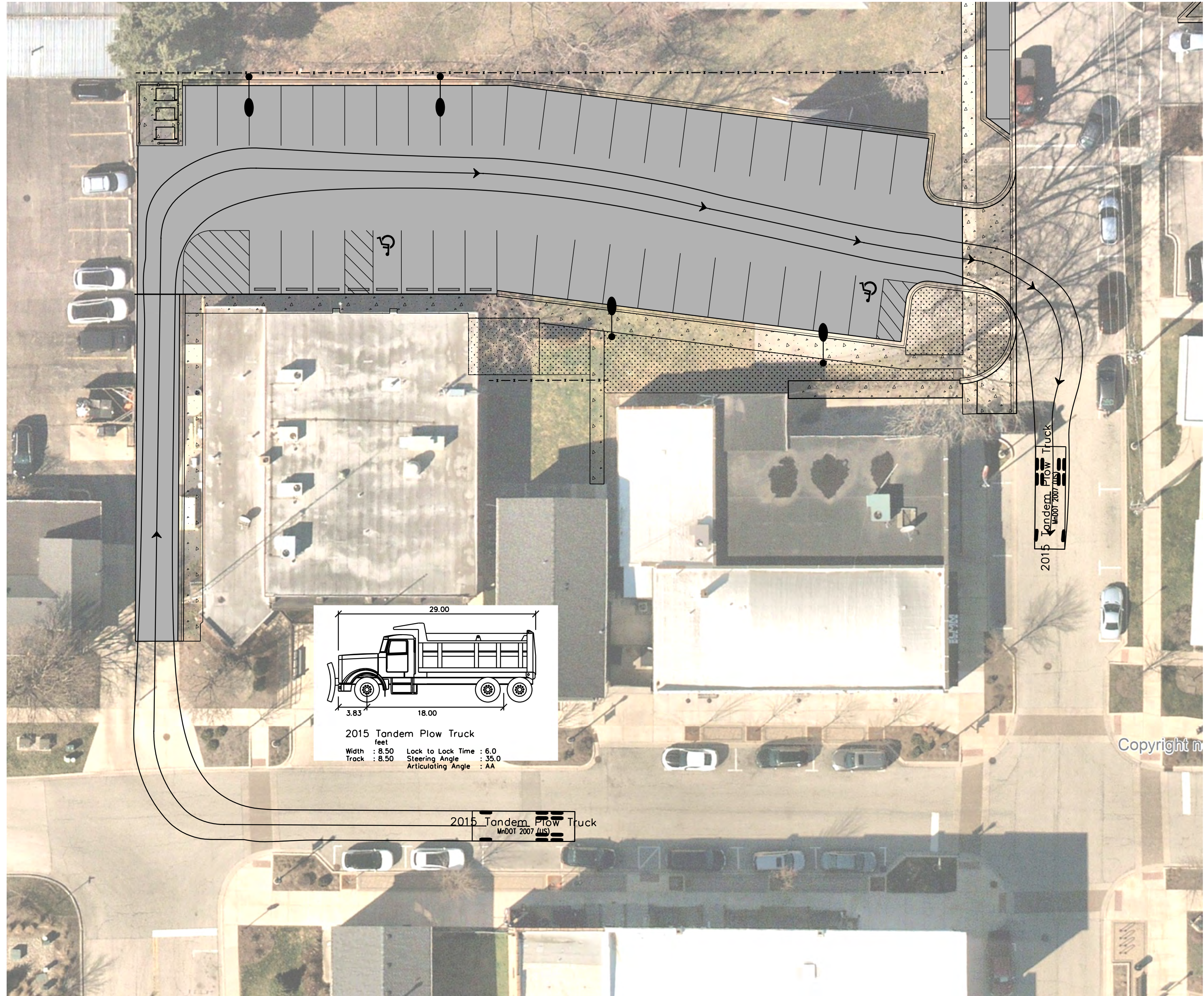


8.56 17.72

Waste Collection Truck

Width	: 8.53
Track	: 8.53
Lock to Lock Time	: 6.0
Steering Angle	: 27.7

Copyright nearmap 2015



2015 Tandem Plow Truck
MnDOT 2007 (US)

2015 Tandem Plow Truck
MnDOT 2007 (US)

Copyright n



P5643 - Square - Outdoor Light - 1 Light - in Modern style - 6 Inches wide by 12 Inches high by Progress Lighting

Specs

Width/Diameter (in):	6.00"
Height:	12.00"
Depth/Extension:	8.88"
Back Plate Length:	4.50"
Back Plate Width:	4.50"
Overall Length:	6W x 12H x 8.88D"
Height from Center:	4.50"
Weight:	5.30 lbs
Wire Length:	6.00"
# of Bulbs:	1
Standard Wattage:	250 Watts
Bulb Type:	Halogen
Lamp Base Type:	PAR-38
Design Style:	Modern/Transitional
Voltage Rating:	120 V
Material:	Porcelain/Aluminum
Warranty:	1 Year Limited
Prop 65 Rating:	Yes

Style and Option 1

Style:	Antique Bronze Finish
Item #:	P5643-20
Price:	Reg. \$234.00 Save 20% \$187.20 On Special

Style and Option 2

Style:	White Finish
Item #:	P5643-30
Price:	Reg. \$234.00 Save 20% \$187.20 On Special

Style and Option 3

Style: Black Finish

Item #: P5643-31

Price: ~~Reg. \$234.00~~ Save 20%
\$187.20 On Special



**LIFETIME
WARRANTY**





LED Outdoor Wall Light, ST19 Edison Bulb 800 Lumens
Clear Glass, 2700K Warm White

MODEL: MEL-7100W

7 WATTS ENERGY 60 WATTS EQUIV WARM WHITE 2700K 800 LUMENS 4/5 BRIGHTNESS

PRODUCT SPECIFICATIONS

MODEL	MEL-7100W
MANUFACTURER	Maxxima
LIGHT TYPE	LED Outdoor Light
COLOR	Black
QTY PACK SIZE	Single
WATTS	7
WATTS EQUIVALENT	60
BRIGHTNESS	800
LIGHT COLOR	Warm White
COLOR TEMPERATURE	2700K
CRI	80
LIFETIME HOURS	15000
ETL LISTED	Yes
SUITABLE FOR	Damp Locations
SENSOR TYPE	No Sensor
WIDTH	5"
HEIGHT	12.5"
DEPTH	7"

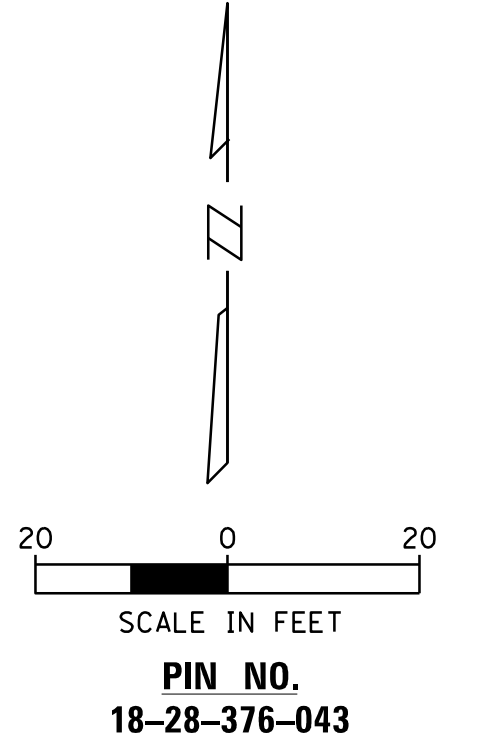
WEIGHT	3 lbs
VOLTAGE	120V AC
WARRANTY	3 Years

ADDITIONAL INFORMATION

- Standard E26 base
- ST19 filament bulb included (UL Listed)
- Included non-dimmable bulb model # MLB-ST19700W-06
- Fixture is compatible with dimmable bulbs (not included)
- Fixture is ETL Listed, Bulb is UL Listed
- Warranty: Fixture (3 Years), Bulb (1 year)
- Backplate dimensions: 4.6" W x 7.1" H
- Extends 6.7" from the wall
- Installation wire 7.5"

DOWNTOWN FIRE STATION RESUBDIVISION

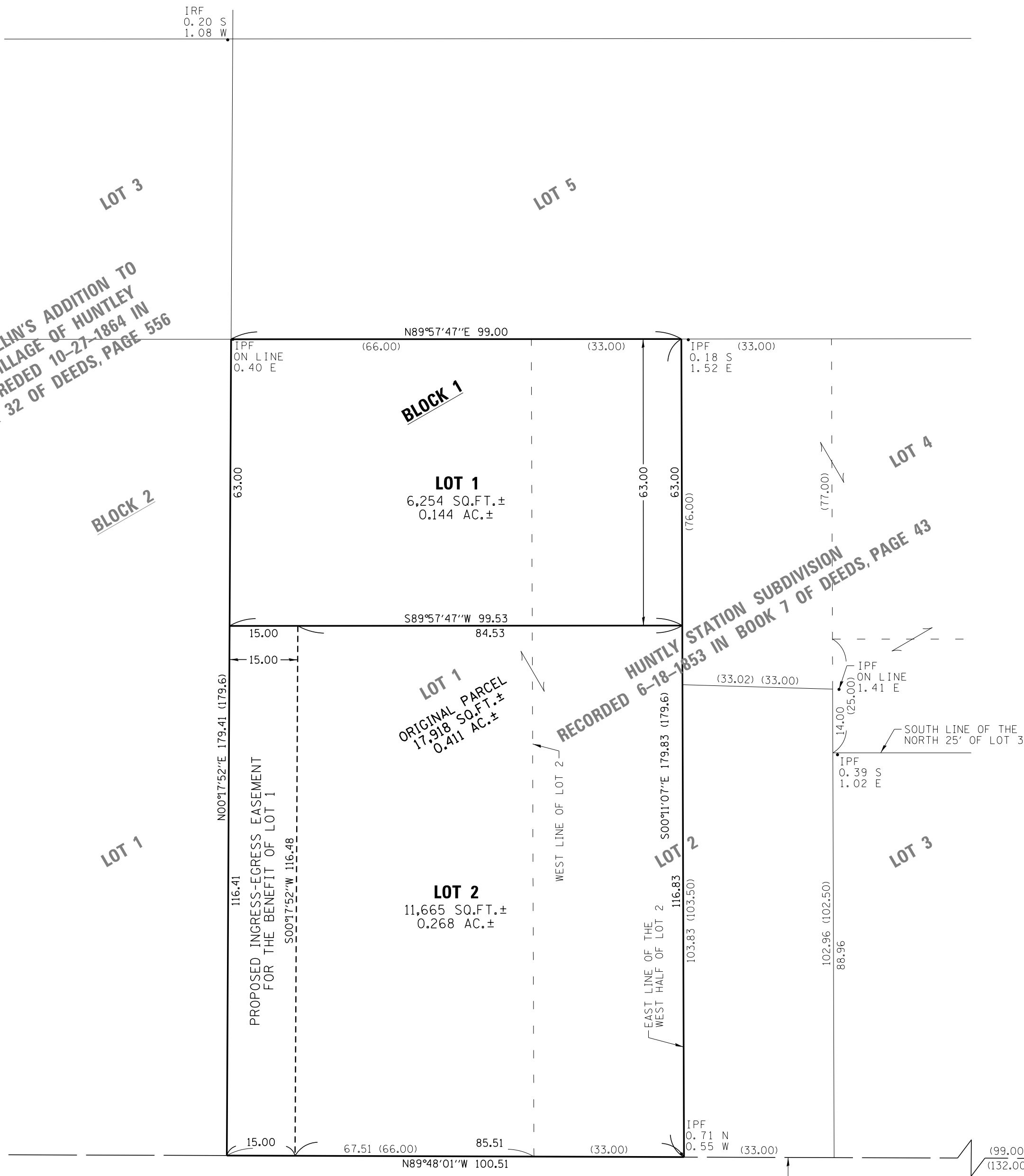
BEING A RESUBDIVISION OF LOT 1 & THE WEST HALF OF LOT 2 IN BLOCK 1 IN HUNTLEY STATION SUBDIVISION RECORDED IN BOOK 7 OF DEEDS, PAGE 43 ON JUNE 18, 1853



LEGEND

- IRON PIPE FOUND (IPF)
- IRON ROD FOUND (IRF)
- 00.00 MEASURED RECORD
- (00.00)
- PROPERTY LINE
- R.O.W. LINE
- - - - - EASEMENT LINE
- - - - - ABANDONED/EXTENSION LINE
- - - - - PROPOSED PROPERTY LINE
- - - - - PROPOSED EASEMENT LINE

MRS. MULLAN'S ADDITION TO THE VILLAGE OF HUNTLEY RECORDED 10-27-1864 IN BOOK 32 OF DEEDS, PAGE 556



OWNER'S SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY & KANE)SS
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
THAT HE/SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE VILLAGE OF HUNTLEY FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN:
AND
TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH TRACT, PARCEL, LOT OF BLOCK OF THE PROPOSED SUBDIVISION LIES IS/ARE:
CONSOLIDATED SCHOOL DISTRICT 158
MCHENRY COUNTY COMMUNITY COLLEGE DISTRICT NO. 528

OWNER'S ADDRESS: _____
STATE OF ILLINOIS)
COUNTY OF MCHENRY & KANE)SS
THIS IS TO CERTIFY THAT I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL.
THIS _____ DAY OF _____, 20 _____ A.D.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY)
THIS IS TO CERTIFY THAT THE HUNTLEY FIRE PROTECTION DISTRICT IS/ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED ON THE PLAT OF RESUBDIVISION AND THAT THEY HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.
THIS _____ DAY OF _____, 20 _____ A.D.
BY: _____
TITLE: _____
ATTEST: _____
TITLE: _____

OWNER'S NOTARY
STATE OF ILLINOIS)
COUNTY OF MCHENRY)SS
THIS IS TO CERTIFY THAT I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL.
THIS _____ DAY OF _____, 20 _____ A.D.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

- GENERAL NOTES:**
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 - ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
 - COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 - NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
 - CONTRACTOR/DEVELOPER SHALL NOTIFY J.U.L.T.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- SURVEYOR NOTES:**
- BUILDING DIMENSIONS AND TIES SHOWN HEREON ARE MEASURED FROM OUTSIDE FACE OF BUILDING.
 - BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
 - THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
 - PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
 - THIS SURVEY IS BASED ON FIELD WORK PERFORMED ON 01-25-2022 THRU 01-27-2022.

PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY & KANE)SS
APPROVED THIS _____ DAY OF _____, 20 _____ A.D. VILLAGE OF HUNTLEY ZONING BOARD OF APPEALS/PLAN COMMISSION.
CHAIRMAN: _____
SECRETARY: _____

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY & KANE)SS
APPROVED AND ACCEPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____, 20 _____ A.D.
BY: _____ VILLAGE PRESIDENT
ATTEST: _____ VILLAGE CLERK

VILLAGE CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY & KANE)SS
THIS IS TO CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR OTHER LIENS ON THE ABOVE DESCRIBED PROPERTY.
VILLAGE CLERK _____ DATE _____

VILLAGE ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY & KANE)SS
I, _____, VILLAGE ENGINEER OF THE VILLAGE OF HUNTLEY, ILLINOIS, HEREBY CERTIFY THAT PLAT OF RESUBDIVISION IS APPROVED AND ACCEPTED.
DATED AT VILLAGE OF HUNTLEY, MCHENRY COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20 _____ A.D.
VILLAGE ENGINEER _____

SURFACE WATER DRAINAGE CERTIFICATE
I, _____, OWNER, AND I, _____, PROFESSIONAL ENGINEER OF THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA, OR DRAINS WHICH THE SUB-DIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
OWNER _____ PROFESSIONAL ENGINEER _____

INGRESS-EGRESS EASEMENT PROVISIONS
A NON-EXCLUSIVE PERMANENT INGRESS-EGRESS EASEMENT IS HEREBY GRANTED AND RESERVED FOR THE BENEFIT AND USE OF LOT 1 HEREON OVER, UPON AND ACROSS THE WEST 15 FEET OF LOT 2 FOR INGRESS AND EGRESS AND ACCESS BY VEHICULAR AND PEDESTRIAN TRAFFIC TO AND FROM LOT 1 AND THE RIGHT-OF-WAY FOR CORAL STREET, AS SHOWN.

COUNTY RECORDER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY)SS
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, ON THIS DAY OF _____, 20 _____ A.D., AT _____ O'CLOCK.
BY: _____ RECORDER OF DEEDS MCHENRY COUNTY

COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCHENRY)SS
I, _____, COUNTY CLERK OF MCHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT OF RESUBDIVISION. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT OF RESUBDIVISION.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, DATED THIS _____ DAY OF _____, 20 _____ A.D.
COUNTY CLERK _____

PLAT AUTHORIZATION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)SS
WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001175-0014, HEREBY DESIGNATE THE VILLAGE OF HUNTLEY TO RECORD THIS PLAT OF RESUBDIVISION WITH THE MCHENRY COUNTY RECORDER OF DEEDS OR REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER SECTION 2 OF THE ILLINOIS PLAT ACT, 765 ILLINOIS COMPILATED STATUTES 205/2.
GIVEN UNDER OUR HAND AND SEAL AT ROSEMONT, ILLINOIS.
THIS _____ DAY OF _____, 20 _____ A.D.

KENNETH J. RASMUSSEN, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
MY LICENSE EXPIRES 11/30/2022

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)SS
WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001175-0014, DO HEREBY STATE THAT WE HAVE SURVEYED AND RESUBDIVIDED THE PROPERTY AS FOLLOWS:
LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 1 OF HUNTLEY STATION, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1853 IN BOOK 7 OF DEEDS, PAGE 43, IN MCHENRY COUNTY, ILLINOIS.
WE FURTHER DECLARE THAT ALL THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HUNTLEY, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.
IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1 - 5/8" X 24" REBAR & CAP ARE SET AT ALL LOT CORNERS AND POINTS OF GEOMETRIC CHANGE, UNLESS NOTED OTHERWISE.
THIS IS TO FURTHER CERTIFY THAT THE PROPERTY DESCRIBED IS LOCATED WITHIN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN IN THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17111C0316J, DATED NOVEMBER 16, 2006 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM.
THIS _____ DAY OF _____, 20 _____ A.D.
KENNETH J. RASMUSSEN, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
MY LICENSE EXPIRES 11/30/2022
"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM TECHNICAL STANDARDS FOR A BOUNDARY SURVEY."

REVISED: 03-03-2022

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

DOWNTOWN FIRE STATION RESUBDIVISION
VILLAGE OF HUNTLEY, ILLINOIS
PREPARED FOR
VILLAGE OF HUNTLEY

CALC.	KJR	PROJECT NO.
DWN.	AJK	070103.0011
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=20'	DRAWING NO.
DATE:	02-28-2022	RESUB070103.111A

**AN ORDINANCE APPROVING (I) A PRELIMINARY AND FINAL PLAT OF SUBDIVISION;
(II) SPECIAL USE PERMIT FOR A RESTAURANT; (III) SPECIAL USE PERMIT FOR MULTI-FAMILY DWELLINGS
ABOVE FIRST FLOOR BUSINESS USES; AND (IV) SPECIAL USE PERMIT FOR A PRELIMINARY AND FINAL PLANNED
UNIT DEVELOPMENT, INCLUDING ANY NECESSARY RELIEF, FOR THE REDEVELOPMENT FOR THE FORMER
HUNTLEY FIRE PROTECTION DISTRICT STATION ONE, 11808 CORAL STREET**

11808 Coral Street

**Billitteri Enterprises, LLC, Petitioner
Huntley Fire Protection District, Owner**

Ordinance (O)2022-03.##

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village Board approved the Downtown Revitalization Plan in September, 2010 and has worked diligently to implement the plan, including the establishment of a Tax Increment Finance (TIF) District for the area; and

WHEREAS, a fundamental component of the Downtown Plan is the redevelopment of properties within the TIF District; and

WHEREAS, the Huntley Fire Protection District ("**District**") is the current record owner, and the Village is the contract purchaser, of an approximately 17,919 square foot parcel of real estate commonly known as 11808 Coral Street (P.I.N. 18-28-376-043) and legally described in Exhibit A (the "**Fire Station Parcel**"); and

WHEREAS, the Fire Station Parcel is zoned "B-2" Highway Service and is currently improved with a former fire station building, which is currently vacant and unused, and the Downtown Plan and TIF Plan have identified the Fire Station Parcel as a key redevelopment parcel appropriate for a mixed-use development that includes retail or dining uses on the ground floor and multi-family units above; and

WHEREAS, the Village Board has approved a Property Purchase and Sale Agreement pursuant to which the Village intends to sell the southern approximately 11,665 square feet of the Fire Station Parcel, being the real property legally described and depicted as "Lot 2" on the Subdivision Plat attached hereto as Exhibit B hereto (the "**Property**") to Billitteri Enterprises, LLC ("**Developer**") for redevelopment with a four-story, mixed-use building containing a restaurant on the ground floor and eighteen studio, one-bedroom, and two-bedroom apartment units on the upper floors; and

WHEREAS, the proposed ±5,181 square foot restaurant will be operated by Dan Hart, who will be operating a DC Cobbs; and

WHEREAS, the upper-floor apartments will include two studio, nine one-bedroom, and seven 2-bedroom units for a total of 18 units; and

WHEREAS, restaurants and multi-family dwellings above first floor business uses are allowable as special uses in the "B-2" Highway Service district; and

WHEREAS, no off-street parking is proposed to be provided on the Property, and the proposed restaurant and apartment uses would be served by public parking within the downtown area; and

WHEREAS, there is existing public on- and off-street parking in the vicinity of the Property, and the Village anticipates construction of significant new Village-owned public parking facilities within the downtown area in 2022-23, including construction of a new public parking lot containing approximately 41 off-street parking spaces adjacent to the Property; and

WHEREAS, Developer (as Petitioner) together with the District (collectively "**Applicant**") proposes approval of the following relief to permit development and use of the Property as described above (the "**Proposed Development**"): (i) a special use permit for an approximately 5,181-square-foot ground-floor restaurant on the Property; (ii) a special use permit for eighteen studio, one-bedroom, and two-bedroom multi-family dwellings on floors two through four above the restaurant on the Property; (iii) a special use permit for a planned unit development (PUD) and preliminary and final PUD approvals for the Property; (iv) a preliminary and final plat of resubdivision for the Fire Station Parcel; and (v) all other relief necessary to permit the construction, use, and maintenance of the Proposed Development on the Property (collectively, the "**Requested Relief**"); and

WHEREAS, in furtherance of their application for the Requested Relief, the Applicant has submitted plans and information to the Village including the following:

- Downtown Fire Station Resubdivision Plat consisting of 1 sheet prepared by Christopher B. Burke Engineering, Ltd., with a last revised date of February 28, 2022, a copy of which is attached hereto as Exhibit B ("**Subdivision Plat**");
- Site improvement plans consisting of 5 sheets prepared by Haeger Engineering, with a last revised date of February 11, 2022;
- Building elevations and color renderings consisting of 7 sheets prepared by Architects 127 & Associates, Inc., with a last revised date of February 9, 2022;
- Patio elevations and color renderings consisting of 3 sheets prepared by Patio Enhancement Group, with a last revised date of February 2, 2022;
- Floor plans consisting of 4 sheets prepared by Architects 127 & Associates, Inc., with a last revised date of February 9, 2022;
- Building lighting specifications consisting of 3 sheets prepared by 1StopLighting and MaxximaStyle (undated);
- Landscaping plan consisting of 1 sheet prepared by ARC Design Resources, Inc., with a last revised date of February 21, 2022; and
- Exterior lighting fixture specifications consisting of 9 sheets prepared by Gardco by Signify dated 01/22 and one sheet prepared by Hapco (undated);

copies of which are on file with the Village (collectively, the "**Plans**"); and

WHEREAS, the Subdivision Plat will resubdivide the Fire Station Parcel into two lots: (1) the Property, being a ±11,665 square foot lot identified as "Lot 2" on the Subdivision Plat; and (2) a ±6,254 square foot lot identified as "Lot 1" on the Subdivision Plat; and

WHEREAS, Lot 1 and Lot 2, as depicted on the Subdivision Plat, both meet the minimum lot area for the "B-2" district; however, Lot 1 requires relief as provided in this Ordinance due to it not having street frontage; and

WHEREAS, as part of the Requested Relief, Applicant is seeking preliminary and final PUD approvals, including a request to approve relief from certain generally applicable zoning regulations pursuant to Section 156.070(D)(1) of the Zoning Code to permit construction of the Proposed Development on the Property as shown on the Plans, including the following specific deviations (collectively, the "**Requested PUD Standards**"):

1. The "B-2" zoning district requires a minimum front yard setback of 30 feet. The patio enclosure will be setback ± 2 feet from the front lot line.
2. The "B-2" zoning district requires a rear yard setback of 20 feet. The existing building will be setback ± 4 feet from the new rear lot line.
3. The "B-2" zoning district allows a maximum impervious coverage of 85%. The impervious coverage on the Property is $\pm 99\%$.
4. The "B-2" zoning district permits a maximum Floor Area Ratio (FAR) of 1.5 (150%). The proposed FAR for the Property is 2.0 (200%).
5. The "B-2" zoning district allows a maximum building height of 3-stories / 35 feet. The proposed building height is 4-stories / 51'-8".
6. The Zoning Ordinance requires 1 parking space for every 3 seats in a restaurant and 2.5 spaces for every dwelling unit in multi-family buildings containing more than 5 units. Based on this, the proposed restaurant and 18 apartment units require 97 parking spaces (this assumes 150 seats within the restaurant). The Proposed Development includes no off-street parking on the Property. Instead, the Proposed Development would utilize public parking within the downtown area. There is existing public on- and off-street parking in the vicinity of the Property, and the Village anticipates construction of significant new Village-owned public parking facilities within the downtown area in 2022-23 to accommodate this and other developments and serve the general public. Planned public parking improvements include construction of a new public parking lot containing approximately 41 off-street parking spaces adjacent to the Property, additional on-street spaces, and expansion of the Main Street lot. In total, there are 231 new parking spaces planned within the downtown in 2022-23.

WHEREAS, the Plan Commission conducted a public hearing on February 28, 2022 to consider the Applicant's request for the Requested Relief and thereafter made findings of fact and recommended approval of the Requested Relief by a vote of 4 to 2; and

WHEREAS, pursuant to Resolution (R)2022-03. [REDACTED], the Village Board has approved a Redevelopment Agreement with Developer (the "**Redevelopment Agreement**") related to the redevelopment and use of the Property; and

WHEREAS, the President and Board of Trustees, having considered the Applicant's application for the Requested Relief, the public hearing record, and the findings and recommendation of the Plan Commission, have determined that Applicant has demonstrated satisfaction of all standards of the Zoning Code and Subdivision Regulations related to the Requested Relief, and that it is in the best interest of the Village and its residents to grant the Applicant the Requested Relief and approve the Requested PUD Standards, subject to the terms and conditions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: Pursuant to the Village's Zoning Code and Subdivision Regulations (including the specific provisions set forth below), home rule powers, and other applicable authority, the Requested Relief is hereby granted as follows to permit the Proposed Development on the Property consistent with the Plans, and subject to the conditions and limitations set forth in Section II of this Ordinance:

- (a) Pursuant to Sections 156.038(B)(2) and 156.068 of the Zoning Code, a special use permit for a restaurant to authorize an approximately 5,181-square-foot ground-floor restaurant on the Property;

- (b) Pursuant to Sections 156.038(B)(2) and 156.068 of the Zoning Code, a special use permit for multi-family dwellings above first floor business uses to authorize eighteen studio, one-bedroom, and two-bedroom apartment units on floors two through four on the Property;
- (c) Pursuant to Section 156.070(C) of the Zoning Code, a special use permit for a planned unit development (PUD) on the Property consistent with the Plans and the terms and conditions of this Ordinance;
- (d) Pursuant to Section 156.070(E)(2), 156.070(E)(3), and 156.070(F) of the Zoning Code, concurrent preliminary and final PUD approvals for the Proposed Development on the Property consistent with the Plans and the terms and conditions of this Ordinance;
- (e) Pursuant to Section 156.070(D)(1) of the Zoning Code, approval of the Requested PUD Standards as alternate standards for the development and design of the Proposed Development, which Requested PUD Standards shall apply to the Proposed Development on the Property in lieu of the general regulations set forth elsewhere in the Zoning Code;
- (f) Pursuant to Sections 155.220 and 155.221 of the Village's Subdivision Regulations, approval of the Subdivision Plat as a combined preliminary and final plat of resubdivision for the Fire Station Parcel;
- (g) Pursuant to Section 155.036 of the Subdivision Regulations, approval of an exception from the requirements of the Subdivision Regulations regarding street frontage with respect to Lot 1 to permit the resubdivision of the Fire Station Parcel as depicted on the Subdivision Plat.

SECTION II: The approvals granted by this Ordinance shall be, and are hereby, subject to and limited by the following conditions, the violation of any of which shall be deemed violations of both this Ordinance and the Zoning Code:

- (a) Redevelopment Agreement. Pursuant to Sections 156.070(K) and 156.090 of the Zoning Code, the approvals set forth in this Ordinance are hereby conditioned upon Developer's execution and recordation of, and compliance with, the Redevelopment Agreement during its term. Any violation by Developer, or its successors and assigns, of the Redevelopment Agreement shall be deemed a violation of this Ordinance and the Zoning Code. After expiration or termination of the Redevelopment Agreement, the development, use, and maintenance of the Property shall comply with the terms and conditions of this Ordinance and all other applicable Village codes and ordinances then in effect.
- (b) Use Limitations. The uses allowed on the Property shall be a ground floor restaurant and upper-floor multi-family apartment dwelling units as set forth in this Ordinance, and any use change on the Property shall be deemed a major modification to the PUD that requires approval by the Village Board following notice and public hearing consistent with Section 156.070 of the Zoning Code. Additionally, none of the following uses may be established on the Property, whether or not they may be, now or in the future, authorized as permitted or special uses generally within the B-2 District:

- i. any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation;
 - ii. flea-markets;
 - iii. second-hand, resale, or consignment stores or sales;
 - iv. pool or billiard rooms;
 - v. amusement arcade or bingo parlor (other than a licensed video gaming establishment);
 - vi. massage parlor, modeling studio, or tanning salon;
 - vii. any use or establishment that would be considered a sexually oriented business by prevailing community standards, including any business engaged in the rental or sale of pornographic literature or video products;
 - viii. tattoo parlor;
 - ix. tobacco or vape shop, smoking lounge, or hookah establishment;
 - x. adult-use or medical cannabis business, including without limitation a cannabis dispensary, cultivation center, craft grower, infuser/processor, or transporter;
 - xi. pawn shop;
 - xii. currency exchange, check cashing agency, payday loan store, cash for gold store, or any similar establishment; or
 - xiii. automotive uses.
- (c) Compliance with Plans. The Proposed Development and all improvements on the Property shall be constructed, located, installed, and maintained in substantial conformity with the Plans.
- (d) Security Requirements. Prior to obtaining any permits for work on the Property or beginning any such work, Developer shall deliver to the Village performance bonds and other security as required by the Redevelopment Agreement. For any permits sought after the expiration or termination of the Redevelopment Agreement, Developer shall deliver such performance, payment, and other security as may be required by the Village's Subdivision Regulations or other Village codes and ordinances in effect at the time the permit application is made.
- (e) Compliance with Laws. Except as otherwise expressly provided in this Ordinance or the Redevelopment Agreement, the Village's Zoning Code, Subdivision Regulations, and all other applicable ordinances and regulations shall continue to apply to the Proposed Development and the Property, and the development and use of the Property shall comply with all applicable laws, regulations, and ordinances of all federal, state, and local governments and agencies having jurisdiction.
- (f) Binding Effect/Successors and Assigns. The rights and obligations set forth in this Ordinance shall run with the land and be binding on Applicant and any and all of their successors and assigns to all or any portion of the Property. To the extent that Developer assigns its right to acquire the Property to a third-party assignee or nominee (an "**Assignee**") prior to taking title thereto, then Developer shall cause such Assignee to execute and record, and Developer shall deliver to the Village, an acknowledgement

agreement in acceptable form providing that the Assignee acknowledges, agrees to be bound by, and will succeed to all rights and obligations of Developer under this Ordinance and the Redevelopment Agreement.

- (g) All improvements and site development must occur in full compliance with the submitted plans (see list of exhibits) and all other applicable Village Municipal Services (Engineering, Public Works, Planning and Building) standards, practices and permit requirements.
- (h) The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
- (i) No building permits, plans, or Certificates of Occupancy are approved as part of this submittal.
- (j) Final sign plan for Lot 2 will require Village Board approval prior to issuance of any sign permits.

SECTION III: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that (except with respect to approval of the Subdivision Plat, which approval shall be effective when the Subdivision Plat is fully executed and delivered to the Village in recordable form), this Ordinance shall be of no force or effect unless and until: (i) the Redevelopment Agreement has been fully executed and recorded; (ii) Developer (or its Assignee) acquires fee simple title to the Property; and (iii) Developer and its Assignee, if applicable, have caused duly authorized persons to execute and thereafter file with the Village their unconditional agreement and consent, in the form attached hereto as Exhibit C and any required Assignee acknowledgement agreement. Upon this Ordinance having full force and effect it shall be recorded in the Office of the McHenry County, Illinois Recorder of Deeds. Following full execution of the Subdivision Plat in its final form, the Subdivision Plat shall be recorded in the Office of the McHenry County, Illinois Recorder of Deeds.

SECTION IV: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

Village President

ATTEST:

Village Clerk

DRAFT

EXHIBIT A

FIRE STATION PARCEL LEGAL DESCRIPTION

LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 1 IN HUNTLEY STATION SUBDIVISION RECORDED IN BOOK 7 OF DEED, PAGE 43 ON JUNE 18, 1853.

DRAFT

EXHIBIT B
SUBDIVISION PLAT

DRAFT

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

Pursuant to Section Three of Huntley Ordinance No. (O)2022-03. [REDACTED] and to induce the Village of Huntley to grant the approvals provided for in such Ordinance, the undersigned acknowledge for the Developer and its successors and assigns in title to the Property that the Developer:

1. has read and understands all of the terms and provisions of said Ordinance;
2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of said Ordinance; the Huntley Zoning Code; and all other applicable codes, ordinances, rules, and regulations;
3. acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any approvals or permits for the use of the Property or the Proposed Development, and that the Village's issuance of any approval or permit does not, and shall not, in any way, be deemed to insure the Developer against damage or injury of any kind and at any time;
4. acknowledges that all public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;
5. agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties in connection with the Property, the Proposed Development, or any Village action respecting the Proposed Development or the Requested Relief, including without limitation the adoption of this Ordinance or granting the approvals to Developer pursuant to the Ordinance (or claims relating to any ordinance or code provision pursuant to which the Requested Relief is otherwise authorized), except as may arise from the Village's gross negligence or willful misconduct, and provided that the Village shall assert its available immunities in connection with such claims. In the event that the Village elects to retain separate counsel in defense of any such claims, Developer hereby agrees to reimburse the Village for its attorneys' fees and costs incurred in connection of such defense of claims; and
6. represents and acknowledges that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Developer.

[SIGNATURES ON FOLLOWING PAGE]

BILLITTERI ENTERPRISES, LLC

By: _____

Its: _____

ATTEST:

DRAFT



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: Discussion – Authorization to Seek Bids for Infrastructure Improvements Related to the Woodstock Street Parking Lot and Additional Downtown On-Street Parking

Department: Public Works and Engineering – Administration and Engineering Division

INTRODUCTION

Construction of a new municipal parking lot on Woodstock Street adjacent to the Post Office was originally proposed as a 2020 project in the FY20 Budget but was deferred due to Covid concerns. This was in part to alleviate on-street parking concerns in and around the Post Office and in anticipation of new redevelopment opportunities. With the anticipated redevelopment of the former Fire Station One building at 11808 Coral Street, construction of a reconfigured parking lot that includes the parking area on the fire station lot and the property to the east at 11011 Woodstock Street was identified as a capital project in the FY22 Budget.

STAFF ANALYSIS

Design engineering improvements for parking lot reconfiguration and improvements will be ready to bid as early as this spring for summer construction. The project also includes an additional eight on-street parking spaces on the north side of 1st Street. Staff had explored the potential for adding on-street parking on Woodstock Street between 1st and 2nd Street but site constraints, including limited parkway area, location of driveways, and conflicts with dry utilities made that less cost effective. To relieve traffic congestion, an ordinance will be presented for Village Board consideration at a future date that establishes no parking on the west side of Woodstock Street between 1st and 2nd Streets and prior to or in conjunction with the opening of the Woodstock Street lot.

Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared the attached plans for the Woodstock Street Parking Lot and on-street parking on the north side of 1st Street. The number of spaces provided in the Woodstock Street lot are 38 parking stalls, two ADA stalls and one garage stall for a total of 41 stalls. Proposed improvements also include the following:

- Landscaping and fencing with an emphasis on buffering the neighboring properties to the north, west, and south along the footprint for the proposed freezer to service the restaurant
- Parking lot lighting
- Dumpster enclosure to service the residential units and restaurant to the south

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies “Strong Local Economy” as a strategic focus and the following goal: “A Vibrant Downtown Gathering Place.” Additional parking in the downtown is important to attract new residential and commercial development.

FINANCIAL IMPACT

The FY22 Budget includes \$750,000 for the Woodstock Street Parking Lot and \$340,000 for the additional on-street parking including construction and engineering in the Downtown TIF Fund 440-00-00-8007. The budget includes funds for land acquisition in the amount of \$260,000.



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

*March 10, 2022
Village Board Meeting*

LEGAL ANALYSIS

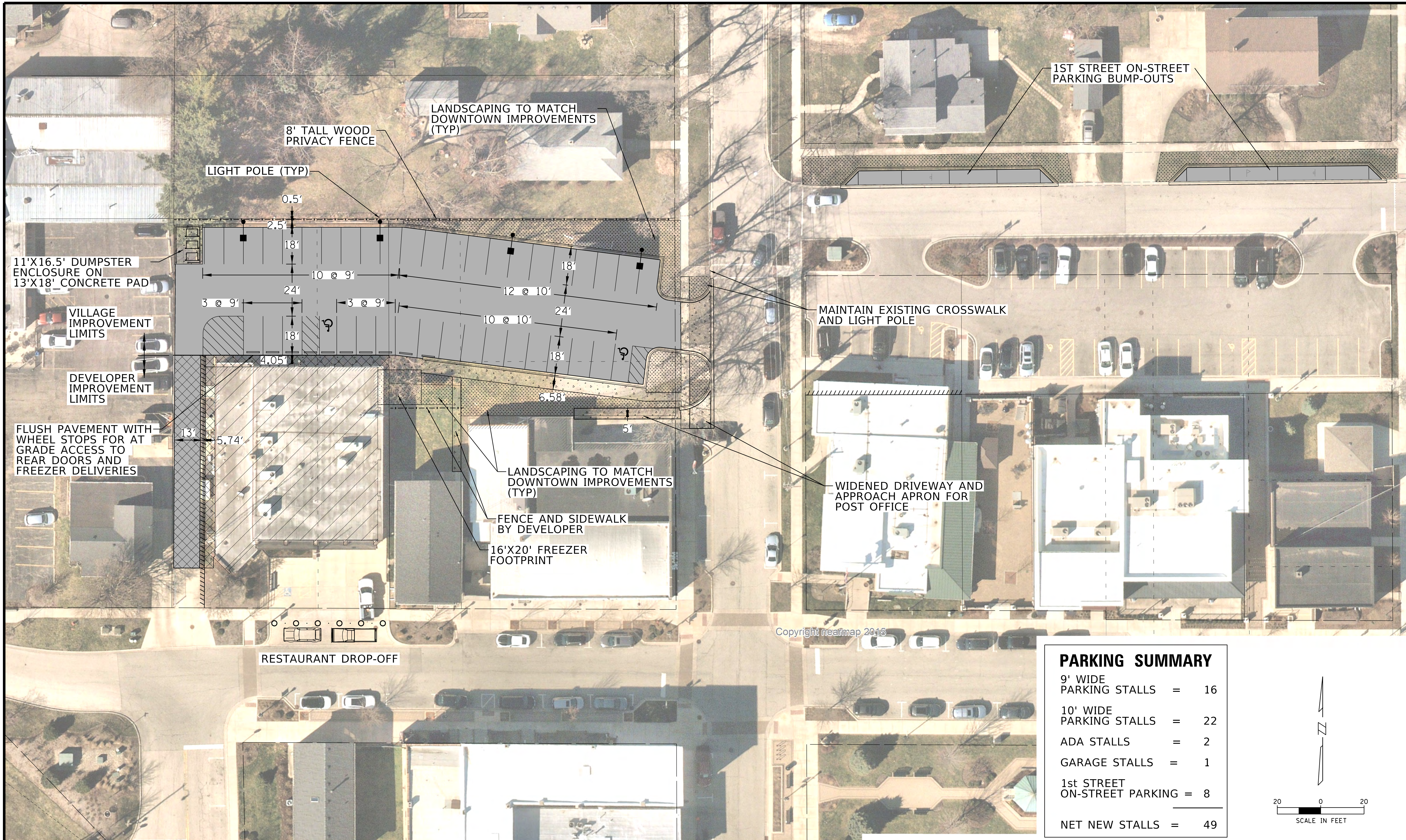
None required.

ACTION REQUESTED

Authorization of the Village Board is requested to seek bids for infrastructure improvements related to the Woodstock Street Parking Lot and additional on-street parking.

SUPPORTING DOCUMENTS

1. Parking Exhibit prepared by CBBEL, dated 3/2/22
2. Landscape Plan prepared by CBBEL, dated 2/10/22
3. Photometric Plan, dated 2/16/22



1ST STREET ON-STREET PARKING BUMP-OUTS

LANDSCAPING TO MATCH DOWNTOWN IMPROVEMENTS (TYP)

8' TALL WOOD PRIVACY FENCE

LIGHT POLE (TYP)

11'X16.5' DUMPSTER ENCLOSURE ON 13'X18' CONCRETE PAD

VILLAGE IMPROVEMENT LIMITS

DEVELOPER IMPROVEMENT LIMITS

FLUSH PAVEMENT WITH WHEEL STOPS FOR AT GRADE ACCESS TO REAR DOORS AND FREEZER DELIVERIES

MAINTAIN EXISTING CROSSWALK AND LIGHT POLE

WIDENED DRIVEWAY AND APPROACH APRON FOR POST OFFICE

LANDSCAPING TO MATCH DOWNTOWN IMPROVEMENTS (TYP)

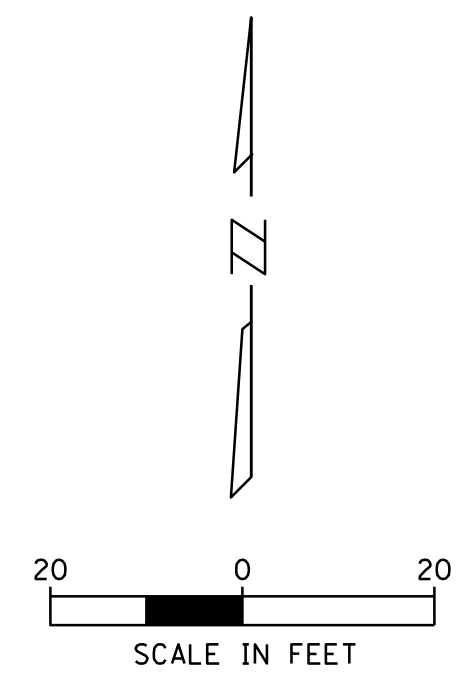
FENCE AND SIDEWALK BY DEVELOPER

16'X20' FREEZER FOOTPRINT

RESTAURANT DROP-OFF

PARKING SUMMARY

9' WIDE PARKING STALLS	=	16
10' WIDE PARKING STALLS	=	22
ADA STALLS	=	2
GARAGE STALLS	=	1
1st STREET ON-STREET PARKING	=	8
NET NEW STALLS	=	49



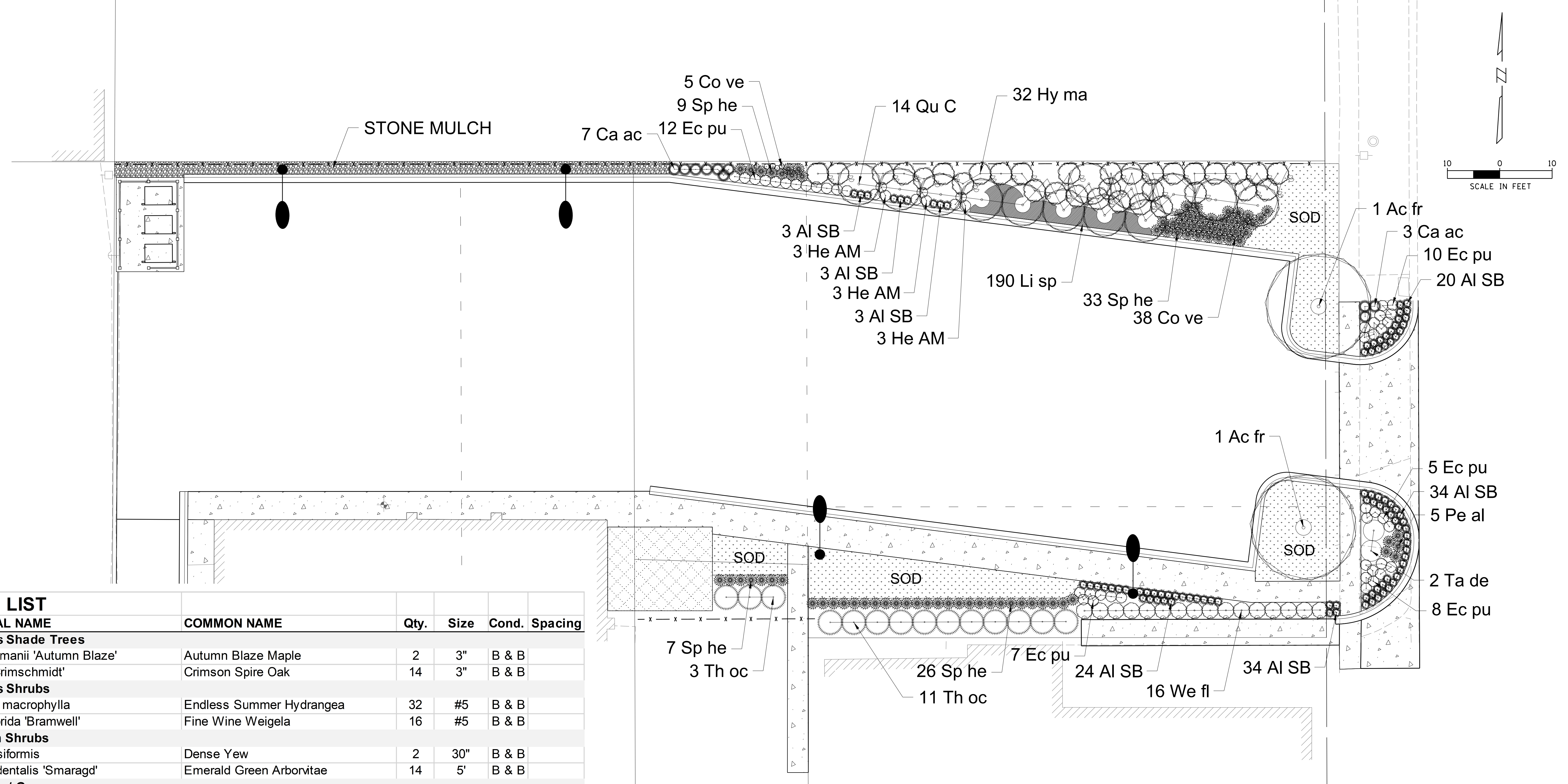
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:  **VILLAGE OF HUNTLEY**
 10987 MAIN STREET
 HUNTLEY, IL 60142
 (847) 669-3450

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
				Default
FILE NAME	N:\Huntley\070103\070103_001\Civil\PAK_MIX_ANGLE_070103_001.SHT			


TITLE: **WOODSTOCK STREET PARKING LOT
 9' & 10' PARKING STALLS
 ANGLE CONFIGURATION**

PROJ. NO. 070103.0096
 DATE: _____
 SHEET _____ OF _____
 DRAWING NO. _____
\$sht



PLANT LIST						
SYM.	BOTANICAL NAME	COMMON NAME	Qty.	Size	Cond.	Spacing
Deciduous Shade Trees						
Ac fr	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	2	3"	B & B	
Qu C	Quercus 'Crimschmidt'	Crimson Spire Oak	14	3"	B & B	
Deciduous Shrubs						
Hy ma	Hydrangea macrophylla	Endless Summer Hydrangea	32	#5	B & B	
We fl	Weigela florida 'Bramwell'	Fine Wine Weigela	16	#5	B & B	
Evergreen Shrubs						
Ta de	Taxus densiformis	Dense Yew	2	30"	B & B	
Th oc	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	14	5'	B & B	
Perennials / Grasses						
AI SB	Allium Summer Beauty	Summer Beauty Onion	121	#1	Cont.	1' oc
Ca ac	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	10	#1	Cont.	2' oc
Co ve	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis	43	#1	Cont.	1' oc
Ec pu	Echinacea purpurea 'Magnus'	Magnus Coneflower	42	#1	Cont.	2' oc
He AM	Heuchera 'Amethyst Myst'	Amethyst Myst Coralbell	9	#1	Cont.	1.5' oc
Li sp	Liriope spicata	Creeping Lilyturf	190	10 flat	Cont.	9" o.c.
Pe al	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	5	#1	Cont.	2' oc
	Shredded Bark Mulch 3"		2048	SF		
	Sod		122	SY		
	Stone Mulch 3"		264	SF		

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

CLIENT:  **VILLAGE OF HUNTLEY**
 10987 MAIN STREET
 HUNTLEY, IL 60142
 (847) 669-3450

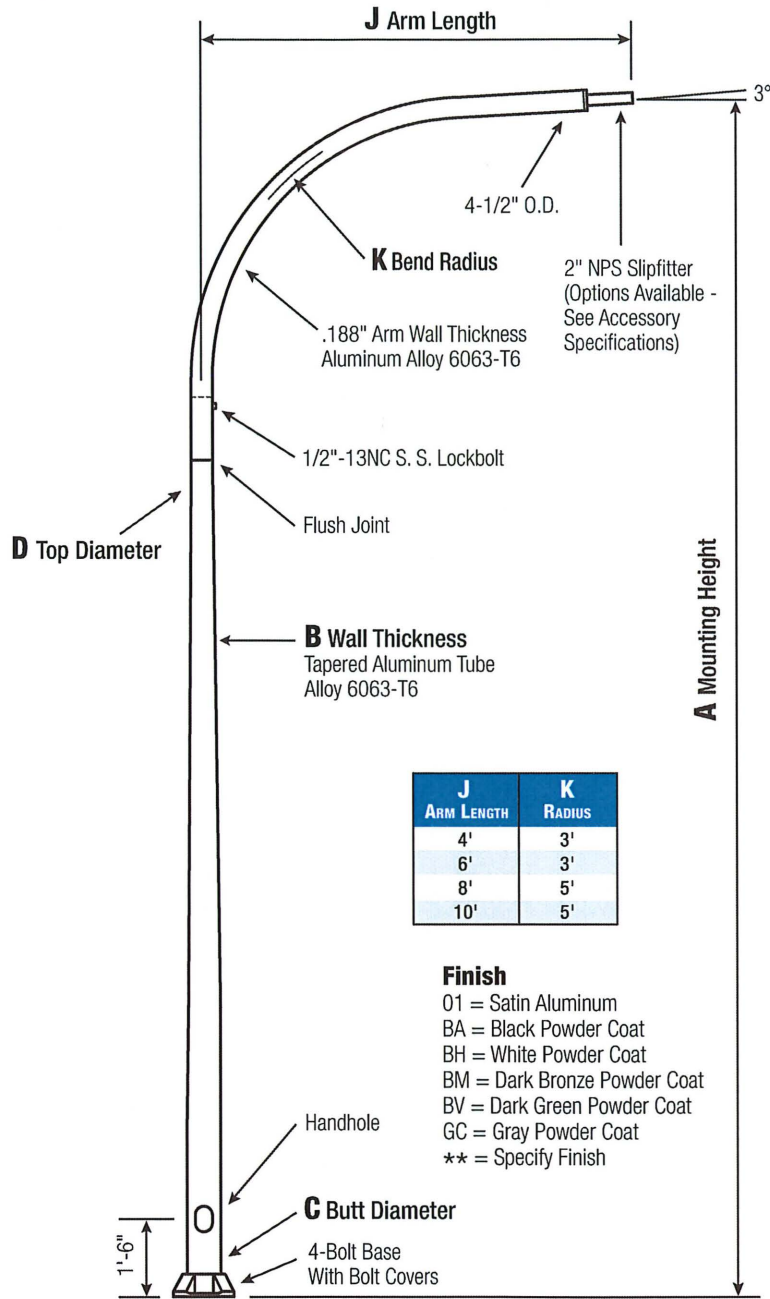
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TITLE: **WOODSTOCK STREET PARKING LOT LANDSCAPE PLAN**

PROJ. NO. 070103.0096
 DATE:
 SHEET OF
 DRAWING NO.
\$sht

RTA

Round Tapered Aluminum Pole with Arms Single Davit — 4-Bolt Base



J ARM LENGTH	K RADIUS
4'	3'
6'	3'
8'	5'
10'	5'

Finish

- O1 = Satin Aluminum
- BA = Black Powder Coat
- BH = White Powder Coat
- BM = Dark Bronze Powder Coat
- BV = Dark Green Powder Coat
- GC = Gray Powder Coat
- ** = Specify Finish

WARNING:
Do not install light pole without luminaire.

Satin Aluminum or Powder Coated
Finish per Customer Specification.

A Mtg. Hgt.	B WALL THICKNESS	C BUTT DIAMETER	J ARM LENGTH	LUM. WEIGHT	MAXIMUM EPA					OLD CAT. NUMBER	CATALOG NUMBER
					90	100	110	120	130		
17.6	0.156"	6	6'	35	11.2	8.2	7.4	5.6			RTA17.6C6B4D16-**

C BUTT DIA.	D TOP DIA.	F BOLT CIR. DIA.	G BASE SQ.	H BOLT PROJ.	I BOLT SIZE
6	4.5	9 - 10	9.75	2.75	1 x 36 x 4

Dimensions in Inches

CUSTOMER NAME:

PROJECT:

17' 6" MH

LOCATION: NOTES:

QUANTITY:

RTA17.6C6B4D16 BA

CATALOG NUMBER

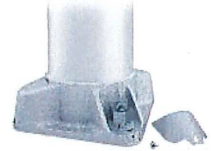
FINISH

Pole

Shaft and arm will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated after base weld to produce a T6 temper.

Base Style

4-Bolt Cast Aluminum Base Flange of Alloy 356-T6 with Aluminum Bolt Covers (Alloy 356-F) and Stainless Steel Hex Head Attaching Screws.



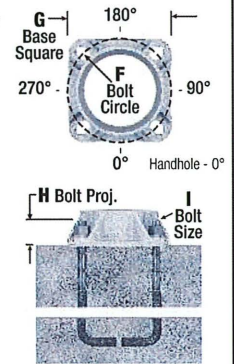
Handhole

Reinforced, 3" x 5" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. A Grounding Provision incorporating a 3/8" diameter hole is provided opposite the Handhole.

Anchorage

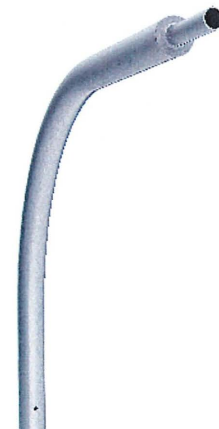
Anchorage Kit will include four (4) L-shaped Steel Anchor Bolts conforming to AASHTO M314-90 Grade 55. Ten inches (10") of threaded end will be galvanized per ASTM A153.

Kits will contain four (4) Hex Nuts, four (4) Lock Washers, and four (4) Flat Washers (all components Galvanized Steel). A bolt circle template will be provided.



Vibration Damper

When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.



EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.



26252 Hillman Highway
Abingdon, VA 24210
800.368.7171
www.hapco.com



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project: _____
 Location: _____
 Cat.No: _____
 Type: _____
 Lamps: _____ Qty: _____
 Notes: _____

SIGNIFY MODEL #ECF-S-32L-1A-NW-G2-SF-4-UNV-HIS-BK

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage
ECF-S						
ECF-S EcoForm site and area, small	32L 32 LEDs (2 modules)	365 365mA 530 530mA 700 700mA 1A 1050mA 1.2A 1200mA	WW-G2 Warm White 3000K, 70 CRI Generation 2 NW-G2 Neutral White 4000K, 70 CRI Generation 2 CW-G2 Cool White 5000K, 70 CRI Generation 2	AR² Arm Mount (standard) The following mounting kits must be ordered separately (See accessories) SF³ Slip Fitter Mount (fits to 2 3/4" O.D. tenon) WS Wall mount with surface conduit rear entry permitted RAM² Retrofit arm mount kit	Type 2 2 Type 2 2-90 Rotated left 90° 2-270 Rotated right 270° Type 3 3 Type 3 3-90 Rotated left 90° 3-270 Rotated right 270° Type 4 4 Type 4 4-90 Rotated left 90° 4-270 Rotated right 270° Type 5 5 Type 5 5W Type 5W	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVV 347-480V (50/60Hz)
	48L 48 LEDs (3 modules)	900 900mA 1A 1050mA 1.2A ¹⁹ 1200mA				
	64L 64 LEDs (4 modules)	900 900mA 1A ¹⁹ 1050mA				

Options						
Dimming controls	Motion sensing lens	Photo-sensing	Electrical	Luminaire	Finish	
DD^{4,18} 0-10V External dimming (for controls by others) DCC^{4,5,6,18} Dual Circuit Control FAWS^{4,5,18} Field Adjustable Wattage Selector LLC^{4,6,7,8,18} Integral wireless module BL^{1,4,7,18} Bi-level functionality SRDR^{4,5,6,8,17} SR driver connected to Zhaga socket DynaDimmer: Automatic Profile Dimming CS50^{4,8} Safety 50% Dimming, 7 hours CM50^{4,8} Median 50% Dimming, 8 hours CS30^{4,8} Safety 30% Dimming, 7 hours CM30^{4,8} Median 30% Dimming, 8 hours	IMR13¹⁵ Integral with #3 lens IMR17¹⁸ Integral with #7 lens	PCB^{5,9} Photocontrol Button TLRD5^{10,17} Twist Lock Receptacle 5 Pin TLRD7^{10,17} Twist Lock Receptacle 7 Pin TLRPC^{9,10,11,17} Twist Lock Receptacle w/ Photocell	Fusing F1⁹ Single (120, 277, 347VAC) F2⁹ Double (208, 240, 480VAC) Pole Mount Fusing FP1⁹ Single (120, 277, 347VAC) FP2⁹ Double (208, 240, 480VAC) FP3⁹ Canadian Double Pull (208, 240, 480VAC) Surge Protection (10kA standard) SP2 Increased 20kA	Square Pole Adapter included in standard product TB¹² Terminal Block RPA¹³ Round Pole Adapter (fits to 3"- 3.9" O.D. pole) HIS¹⁴ Internal House Side Shield	Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray Customer specified RAL Specify optional color or RAL (ex: RAL7024) CC Custom color (Must supply color chip for required factory quote)	

- BL-IMR13/7 equipped with out-boarded sensor housing when voltage is HVV (347-480V)
- Mounts to a 4" round pole with adapter included for square poles.
- Limited to a maximum of 45 degrees aiming above horizontal.
- Not available with other dimming control options.
- Not available with motion sensor.
- Not available with photocell.
- Must specify a motion sensor lens.
- Not available in 347 or 480V
- Must specify input voltage.
- TLRD5, TLRD7 and TLRPC receptacle pins 4 & 5 are capped off when ordered with any of the Dimming controls DD or FAWS or LLC.
- Not available in 480V. Order photocell separately with TLRD5/7.
- Not available with DCC.
- Not available with SF and WS. RPAs provided with black finish standard.
- HIS not available with Type 5, 5W, BLC, BLC-90, BLC-270, LCL or RCL optics.
- Not available with DD, DCC, and FAWS dimming control options.
- Not available with DD, DCC, FAWS and LLC dimming control options.
- When ordering SRDR, controller (by others) to be used on socket must be SR compatible (See specifications for more details). Consult factory for lead time. All 7 pins in NEMA receptacle are connected to SR driver. SRDR not available with TLRD5 or TLRPC.
- 0-10V dimming driver standard.
- LCL and RCL not available with 48L-1.2A or 64L-1A.

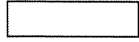


ECF-S EcoForm small

Area luminaire

EcoForm Accessories²¹ (ordered separately, field installed)

Shielding Accessories



Footnotes

20. Not available with Type 5 or 5W optics
 21. Consult Signify to confirm whether specific accessories are BAA-compliant.

House Side shield

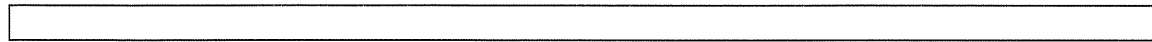
Standard optic orientation:

- HIS-32-H²⁰ Internal House Side Shield for 32 LEDs (2 modules)
 HIS-48-H²⁰ Internal House Side Shield for 48 LEDs (3 modules)
 HIS-64-H²⁰ Internal House Side Shield for 64 LEDs (4 modules)

Optic at 90 or 270 orientation:

- HIS-32-V²⁰ Internal House Side Shield for 32 LEDs (2 modules)
 HIS-48-V²⁰ Internal House Side Shield for 48 LEDs (3 modules)
 HIS-64-V²⁰ Internal House Side Shield for 64 LEDs (4 modules)

Luminaire Accessories



- ECF-BD-G2 Bird deterrent
 ECF-RAM-G2-(F) Retrofit Arm mount kit
 ECF-SF-G2-(F) Slip Fitter Mount (fits to 2 3/8" O.D. tenon)
 ECF-WS-G2-(F) Wall mount with surface conduit rear entry permitted

EcoForm PTF2
 (pole top fitter fits 23/8-21/2" OD x 4" depth tenon)

- PTF2-ECF-S/L-1-90-(F) 1 luminaire at 90°
 PTF2-ECF-S/L-2-90-(F) 2 luminaires at 90°
 PTF2-ECF-S/L-2-180-(F) 2 luminaires at 180°
 PTF2-ECF-S/L-3-90-(F) 3 luminaires at 90°
 PTF2-ECF-S/L-4-90-(F) 4 luminaires at 90°
 PTF2-ECF-S/L-3-120-(F) 3 luminaires at 120°

(F) = Specify finish

EcoForm PTF3
 (pole top fitter fits 3-31/2" OD x 6" depth tenon)

- PTF3-ECF-S/L-1-90-(F) 1 luminaire at 90°
 PTF3-ECF-S/L-2-90-(F) 2 luminaires at 90°
 PTF3-ECF-S/L-2-180-(F) 2 luminaires at 180°
 PTF3-ECF-S/L-3-90-(F) 3 luminaires at 90°
 PTF3-ECF-S/L-4-90-(F) 4 luminaires at 90°
 PTF3-ECF-S/L-3-120-(F) 3 luminaires at 120°

EcoForm PTF4
 (pole top fitter fits 31/2-4" OD x 6" depth tenon)

- PTF4-ECF-S/L-1-90-(F) 1 luminaire at 90°
 PTF4-ECF-S/L-2-90-(F) 2 luminaires at 90°
 PTF4-ECF-S/L-2-180-(F) 2 luminaires at 180°
 PTF4-ECF-S/L-3-90-(F) 3 luminaires at 90°
 PTF4-ECF-S/L-4-90-(F) 4 luminaires at 90°
 PTF4-ECF-S/L-3-120-(F) 3 luminaires at 120°

Ready to Go configurations (when ordered with the "RS-" catalog code, the following configurations will ship in 2 weeks):

Catalog Number	12NC	Catalog Number	12NC
RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-BZ	912401466002	RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-BK	912401534560
RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-MGY	912401466003	RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-BZ	912401466016
RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-BK	912401534554	RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-MGY	912401466017
RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-BZ	912401466004	RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-BK	912401534561
RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-MGY	912401466005	RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-BZ	912401466018
RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-BK	912401534555	RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-MGY	912401466019
RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-BZ	912401466006	RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-BK	912401534562
RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-MGY	912401466007	RS-ECF-RAM-G2-DGY	912401466487
RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-BK	912401534556	RS-ECF-RAM-G2-MGY	912401466488
RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-BZ	912401466008	RS-ECF-RAM-G2-WH	912401466485
RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-MGY	912401466009	RS-ECF-RAM-G2-BZ	912401466486
RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-BK	912401534557	RS-ECF-RAM-G2-BK	912401466484
RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-BZ	912401466010	RS-HIS-32-H	912401466489
RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-MGY	912401466011	RS-HIS-48-H	912401466491
RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-BK	912401534558	RS-HIS-64-H	912401466493
RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-BZ	912401466012		
RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-MGY	912401466013		
RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-BK	912401534559		
RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-BZ	912401466014		
RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-MGY	912401466015		

ECF-S EcoForm small

Area luminaire

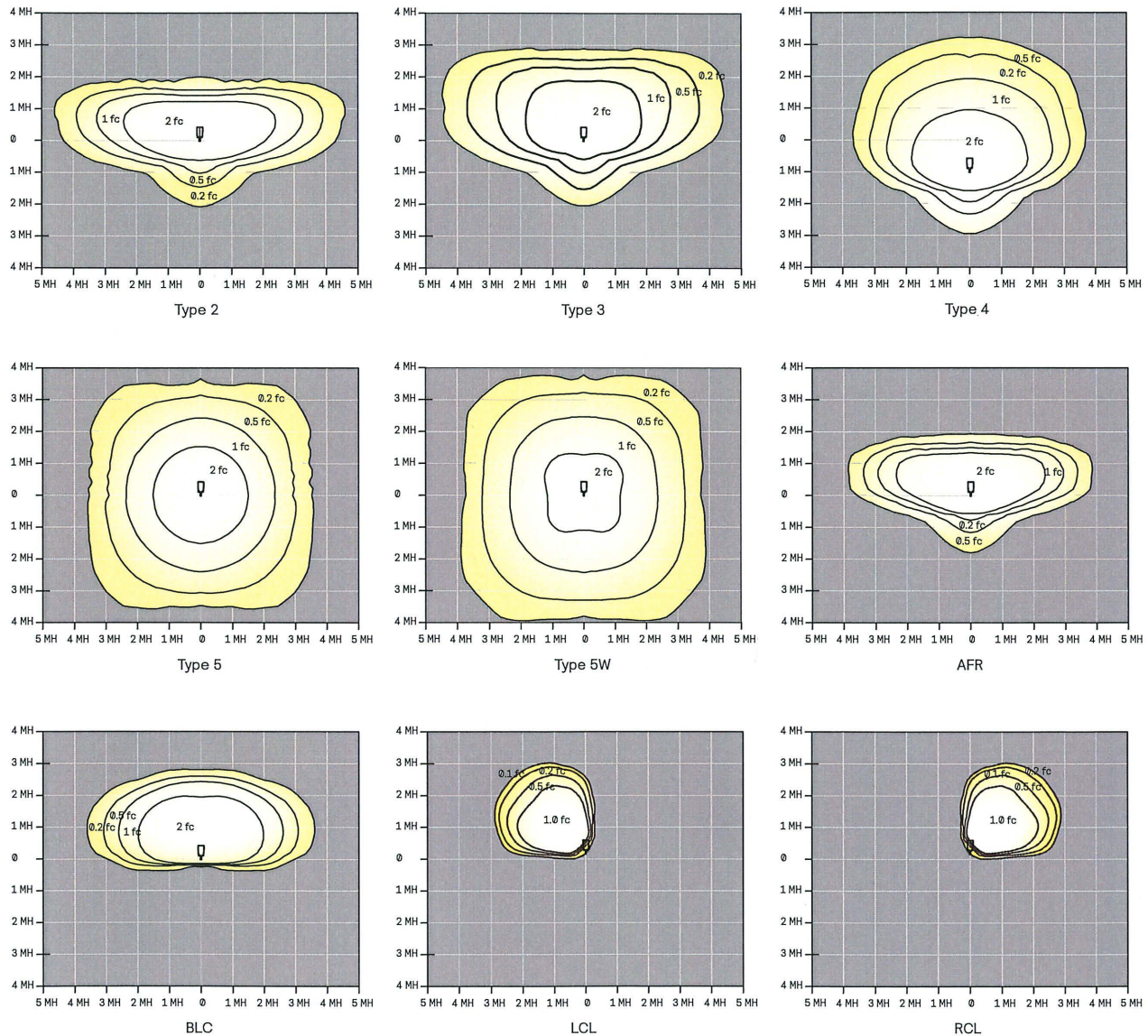
Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1200 mA	>100,000 hours	>120,000 hours	>99%

Optical Distributions

Based on configuration ECF-S-48L-1A-NW-G2 (159W) mounted at 20ft.



ECF-S EcoForm small

Area luminaire

5000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4			Type 5			Type 5W		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-CW-G2-x	32	365	5000	40	5,798	B1-U0-G1	145	5,713	B1-U0-G2	143	5,934	B1-U0-G2	148	6,094	B3-U0-G1	152	5,898	B3-U0-G2	147
ECF-S-32L-530-CW-G2-x	32	530	5000	56	7,536	B2-U0-G2	135	7,426	B1-U0-G2	133	7,713	B1-U0-G2	138	7,922	B3-U0-G2	142	7,667	B3-U0-G2	138
ECF-S-32L-700-CW-G2-x	32	700	5000	73	9,720	B2-U0-G2	133	9,509	B2-U0-G2	130	9,949	B2-U0-G2	136	10,218	B4-U0-G2	140	9,889	B4-U0-G2	136
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	13,685	B3-U0-G2	130	13,388	B2-U0-G3	127	14,006	B2-U0-G3	133	14,384	B4-U0-G2	136	13,923	B4-U0-G2	132
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	15,180	B3-U0-G3	125	14,851	B2-U0-G3	122	15,537	B2-U0-G3	128	15,956	B4-U0-G2	131	15,443	B4-U0-G2	127
ECF-S-48L-900-CW-G2-x	48	900	5000	135	18,016	B3-U0-G3	133	17,625	B3-U0-G3	130	18,440	B3-U0-G3	136	18,937	B4-U0-G3	140	18,329	B5-U0-G3	136
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	20,401	B3-U0-G3	129	19,958	B3-U0-G4	126	20,880	B3-U0-G4	132	21,444	B5-U0-G3	135	20,755	B5-U0-G3	131
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	22,647	B3-U0-G3	124	22,156	B3-U0-G4	121	23,179	B3-U0-G4	127	23,806	B5-U0-G3	130	23,040	B5-U0-G3	126
ECF-S-64L-900-CW-G2-x	64	900	5000	178	23,844	B3-U0-G3	134	23,327	B3-U0-G4	131	24,405	B3-U0-G4	137	25,063	B5-U0-G3	141	24,258	B5-U0-G4	136
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	26,863	B3-U0-G3	130	26,280	B3-U0-G4	128	27,495	B3-U0-G4	134	27,526	B5-U0-G3	134	27,330	B5-U0-G4	133

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type AFR			BLC			LCL or RCL		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-CW-G2-x	32	365	5000	40	6,006	B2-U0-G1	150	3,991	B0-U0-G1	101	2,633	B0-U0-G1	67
ECF-S-32L-530-CW-G2-x	32	530	5000	56	7,807	B2-U0-G1	140	5,412	B0-U0-G2	99	3,423	B0-U0-G1	62
ECF-S-32L-700-CW-G2-x	32	700	5000	73	10,070	B2-U0-G2	138	6,930	B0-U0-G2	96	4,415	B0-U0-G1	61
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	14,176	B3-U0-G2	134	9,756	B1-U0-G2	94	6,229	B0-U0-G2	60
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	15,725	B3-U0-G2	129	10,822	B1-U0-G2	90	6,910	B0-U0-G2	58
ECF-S-48L-900-CW-G2-x	48	900	5000	135	18,664	B3-U0-G2	138	12,843	B1-U0-G2	96	8,200	B0-U0-G2	62
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	21,133	B3-U0-G2	133	14,544	B1-U0-G3	93	9,286	B0-U0-G2	59
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	23,461	B3-U0-G2	128	16,145	B1-U0-G3	90			
ECF-S-64L-900-CW-G2-x	64	900	5000	178	24,700	B3-U0-G2	139	16,998	B1-U0-G3	97	10,853	B0-U0-G2	62
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	27,828	B4-U0-G3	135	19,150	B1-U0-G3	94			

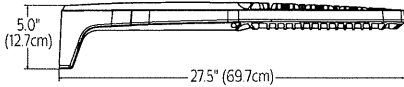
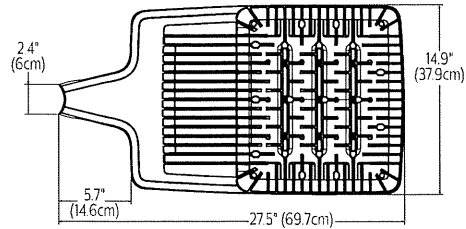
ECF-S EcoForm small

Area luminaire

Dimensions

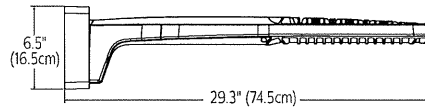
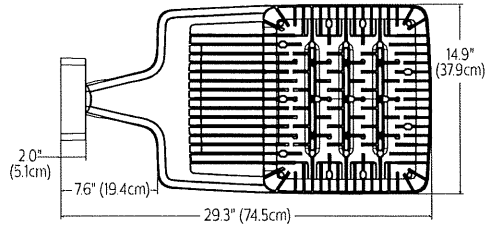
Standard Arm (AR)

Weight: 22 Lbs (9.9 Kg) EPA: 0.21ft² (.019m²)



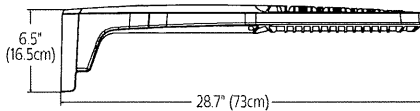
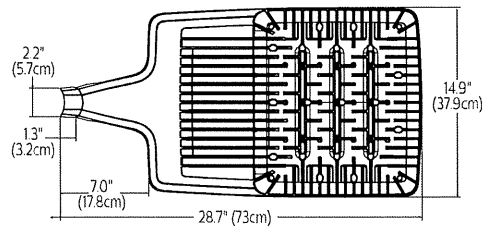
Wall (WS)

Weight: 27 Lbs. (12.2Kg) EPA: 0.27ft² (.025m²)



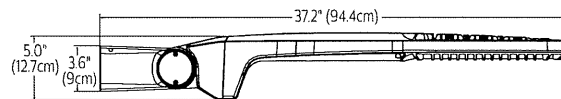
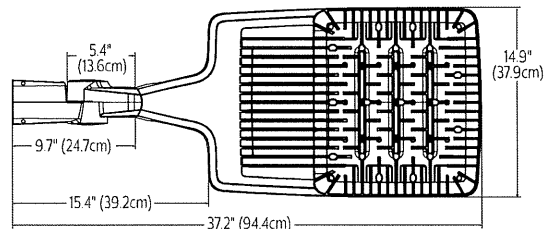
Retrofit Arm (RAM)

Weight: 24 Lbs (10.9 Kg) EPA: 0.24ft² (.022m²)

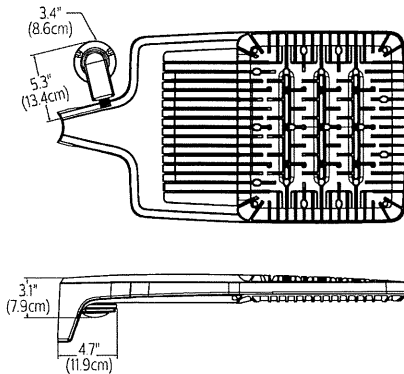


Slip fitter (SF)

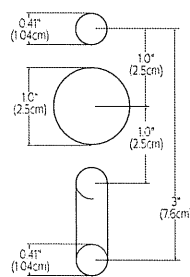
Weight: 27 Lbs (12.2 Kg) EPA: 0.33ft² (.031m²)



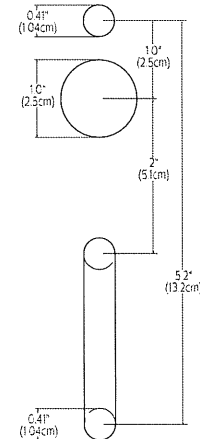
Outboard IMR-HVU sensor



Standard Arm (AR) drill pattern



Retrofit Arm (RAM) drill pattern



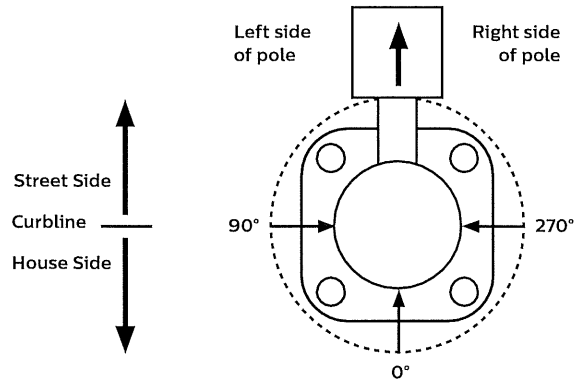
ECF-S EcoForm small

Area luminaire

Optical Orientation Information

Standard Optic Position

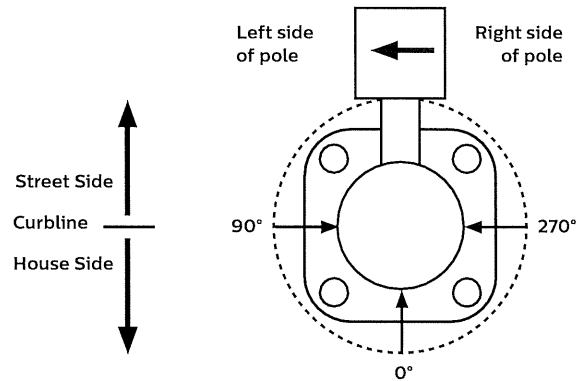
Luminaires ordered with asymmetric optical systems in the standard optic position will have the optical system oriented as shown below:



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Left (90°) Optic Position

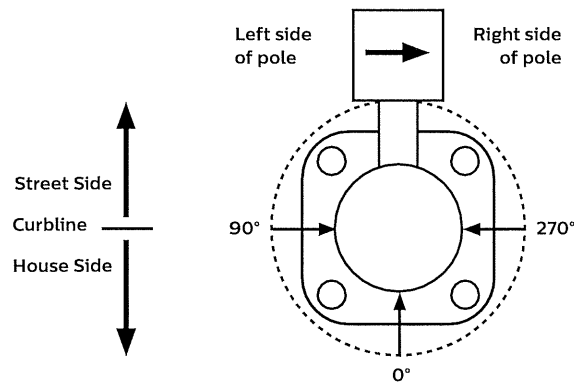
Luminaires ordered with optical systems in the Optic Rotated Left (90°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Right (270°) Optic Position

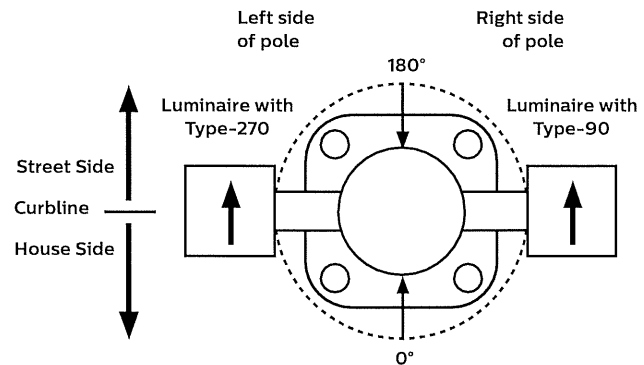
Luminaires ordered with optical systems in the Optic Rotated Right (270°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Twin Luminaire Assemblies with Type-90/Type-270 Rotated Optical Systems

Twin luminaire assemblies installed with rotated optical systems are an excellent way to direct light toward the interior of the site (Street Side) without additional equipment. It is important, however, that care be exercised to insure that luminaires are installed in the proper location.



Luminaires with Optic Rotated Right (270°) are installed on the LEFT Side of Pole

Luminaires with Optic Rotated Left (90°) are installed on the RIGHT Side of Pole

Note: The hand hole location will depend on the drilling configuration ordered for the pole.

ECF-S EcoForm small

Area luminaire

Specifications

Housing

One-piece die cast aluminum housing with integral arm and separate, self-retained hinged, one-piece die cast door frame. Luminaire housing rated to IP65, tested in accordance to Section 9 of IEC 60598-1.

Vibration resistance

Luminaire is tested and rated 3G over 100,000 cycles conforming to standards set forth by ANSI C136.31-2018. Testing includes vibration in three axes, all performed on the same luminaire.

Light engine

Light engine comprises of a module of 16-LED aluminum metal clad board fully sealed with optics offered in multiples of 2, 3, and 4 modules or 32, 48, and 64 LEDs. Module is RoHS compliant. Color temperatures: 3000K +/-125K, 4000K, 5000K +/- 200K. Minimum CRI of 70. LED light engine is rated IP66 in accordance to Section 9 of IEC 60598-1.

Energy saving benefits

System efficacy up to 152 lms/W with significant energy savings over Pulse Start Metal Halide luminaires. Optional control options provide added energy savings during unoccupied periods.

Optical systems

Type 2, 3, 4, 5, 5W, and AFR distributions available. Internal Shield option mounts to LED optics and is available with Type 2, 3, 4, and AFR distributions, including a dedicated BLC, LCL, and RCL optics to provide the best backlight control possible for those stringent requirements around property lines. Types 2, 3, 4, AFR, and BLC when specified and used as rotated, are factory set only. Performance tested per LM-79 and TM-15 (IESNA) certifying its photometric performance. Luminaire designed with 0% uplight (U0 per IESNA TM-15).

Mounting

Standard luminaire arm mounts to 4" O.D. round poles. Can also be used with 5" O.D. poles. Square pole adapter included with every luminaire. Round Pole Adapter (RPA) required for 3-3.9" poles. EcoForm features a retrofit arm kit. When specified with the retrofit arm (RAM) option, EcoForm seamlessly simplifies site conversions to LED by eliminating the need for additional pole drilling on most existing poles. RAM will be boxed separately. Also optional are slipfitter and wall mounting accessories. Note that only fixed mounts (AR, RAM, WS) are required to meet IDA compliance. SF mounting will not meet IDA.

Control options

0-10V dimming (DD): Access to 0-10V dimming leads supplied through back of luminaire (for secondary dimming controls by others). Cannot be used with other control options.

Dual Circuit Control (DCC): Luminaire equipped with the ability to have two separate circuits controlling drivers and light engines independently. Permits separate switching of separate modules controlled by use of two sets of leads, one for each circuit. Not recommended to be used with other control options, motion response, or photocells.

Sensor Ready Zhaga Socket Connector (SRDR): Product equipped with Sensor Ready drivers connected to 4-pin Zhaga Book 18 compliant receptacle designed for sensor and other control system applications. Receptacle is rated IP66 assembly in a compact design that provides a sealed electrical interface and rated UV resistance, mounted on underside of the luminaire, protective dust cap included. When a controller not provided by Signify is used with Sensor Ready Zhaga socket connector, the controller must be certified to work with the Titanium SR LED drivers as part of the SR certified program. SRDR can be used with NEMA 7-pin twist lock receptacle, which is mounted on top of the luminaire.

Automatic Profile Dimming (CS/CM/CE/CA): Standard dimming profiles provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. Dimming profiles include two dimming settings including dim to 30% or 50% of the total lumen output. When used in combination with not programmed motion response it overrides the controller's schedule when motion is detected. After 5 minutes with no motion, it will return to the automatic dimming profile schedule. Automatic dimming profile scheduled with the following settings:

- **CS50/CS30:** Security for 7 hours night duration (Ex., 11 PM - 6 AM)
- **CM50/CM30:** Median for 8 hours night duration (Ex., 10 PM - 6 AM)

All above profiles are calculated from mid point of the night. Dimming is set for 6 hours after the mid point and 1 or 2 hours before depending of the duration of dimming. Cannot be used with other dimming control options.

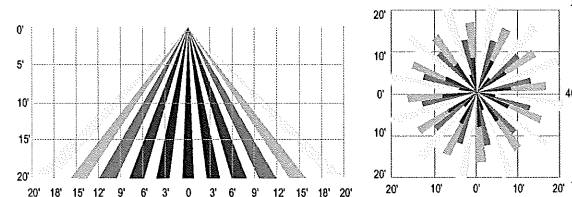
Field Adjustable Wattage Selector (FAWS): Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position at the lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

FAWS Position	Percent of Typical Lumen Output
1	25%
2	50%
3	55%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

Note: Typical value accuracy +/- 5%

Wireless system (LLC): Optional wireless controller integral to luminaire ready to be connected to a Limglight system (sold by others). The system allows you to wirelessly manage the entire site, independent lighting groups or individual luminaires while on-site or remotely. Based on a high-density mesh network with an easy to use web-based portal, you can conveniently access, monitor and manage your lighting network remotely. Wireless controls can be combined with site and area, pedestrian, and parking garage luminaires as well, for a completely connected outdoor solution. Equipped with motion response with #3 lens for 8-25' mounting heights. Also available with remote pod accessory where pod is mounted separate from luminaire to pole or wall.

LLC wireless controller with #3 lens



Motion response options

Bi-Level Infrared Motion Response (BL-IMRI): Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL-IMRI is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required. This can also be done with FSIR-100 Wireless Remote Programming Tool (contact Technical Support for details).

Infrared Motion Response with Other Controls: When used in combination with other controls (Automatic Dimming Profile), motion response device will simply override controller's schedule with the added benefits of a combined dimming profile and sensor detection. In this configuration, the motion response device cannot be re-programmed with FSIR-100 Wireless Remote Programming Tool. The profile can only be re-programmed via the controller.

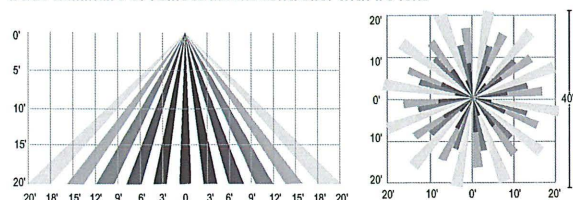
ECF-S EcoForm small

Area luminaire

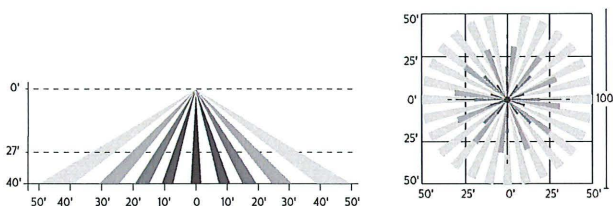
Specifications

Infrared Motion Response Lenses (IMRI3/IMRI7): Infrared Motion Response Integral module is available with two different sensor lens types to accommodate various mounting heights and occupancy detection ranges. Lens #3 (IMRI3) is designed for mounting heights up to 20' with a 40' diameter coverage area. Lens #7 is designed for higher mounting heights up to 40' with larger coverage areas up to 100' diameter coverage area. See charts for approximate detection patterns:

IMRI3 Luminaire or remote mount controller with #3 lens



IMRI7 Luminaire or remote mount controller with #7 lens



Electrical

Twist-Lock Receptacle (TLRD5/TLRD7/ TLRPC): Twist Lock Receptacle with 5 pins enabling dimming or with 7 pins with additional functionality (by others) can be used with a twistlock photoelectric cell or a shorting cap. Dimming Receptacle Type B (5-pin) and Type D-24 (7-pin) in accordance with ANSI C136.41. Can be used with third-party control system. Receptacle located on top of luminaire housing. When specifying receptacle with twistlock photoelectric cell, voltage must be specified. When ordering 7-pin Twist-lock receptacle (TLRD7), all 7 pins are wired to respective pins with the Sensor Ready (SR) driver, and photocell or shorting cap is not included. When ordering a twist-lock receptacle with a photocell (TLRPC), the receptacle used is a 5-pin receptacle, so pins 6 and 7 are not available (no SR driver). 0-10V dimming leads (pins 4 and 5) are connected if not ordered with any other dimming option.

Buy American Act of 1933 (BAA):

This product is manufactured in one of our US factories and, as of the date of this document, this product was considered a commercially available off-the-shelf (COTS) item meeting the requirements of the BAA. This BAA designation hereunder does not address (i) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (ii) the "Buy America" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies. Prior to ordering, please visit www.signify.com/baa to view a current list of BAA-compliant products to confirm this product's current compliance.

Driver: Driver efficiency (>90% standard). 120-480V available (restrictions apply). Open/short circuit protection. All drivers are 0-10V dimming to 10% power standard, except when using Sensor Ready (SR) drivers, which uses DALI protocol (options CS50/CM50/CS30/CM30, SRDR, and TR7). Drivers are RoHS and FCC Title 47 CFR Part 15 compliant.

Button Photocontrol (PCB): Button style design for internal luminaires mounting applications. The photocontrol is constructed of a high impact UV stabilized polycarbonate housing. Rated voltage of 120V or 208-277V with a load rating of 1000 VA. The photocell will turn on with 1-4Fc of ambient light.

Surge protection (SP1/SP2): Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA. 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

Listings

UL/cUL wet location listed to the UL 1598 standard, suitable for use in ambient temperatures from -40° to 40°C (-40° to 104°F). Most EcoForm configurations are qualified under Premium and Standard DesignLights Consortium® categories. Consult DLC Qualified Products list to confirm your specific luminaire selection is approved. CCTs 3000K and warmer are Dark Sky Approved.

Finish

Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidic isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BZ), black (BK), white (WH), dark gray (DGY), and medium gray (MGY). Consult factory for specs on optional or custom colors.

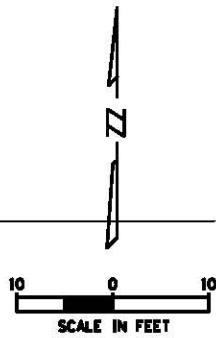
Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: signify.com

Warranty

EcoForm luminaires feature a 5-year limited warranty. See signify.com/warranties for complete details and exclusions.





LIGHT FIXTURE SCHEDULE

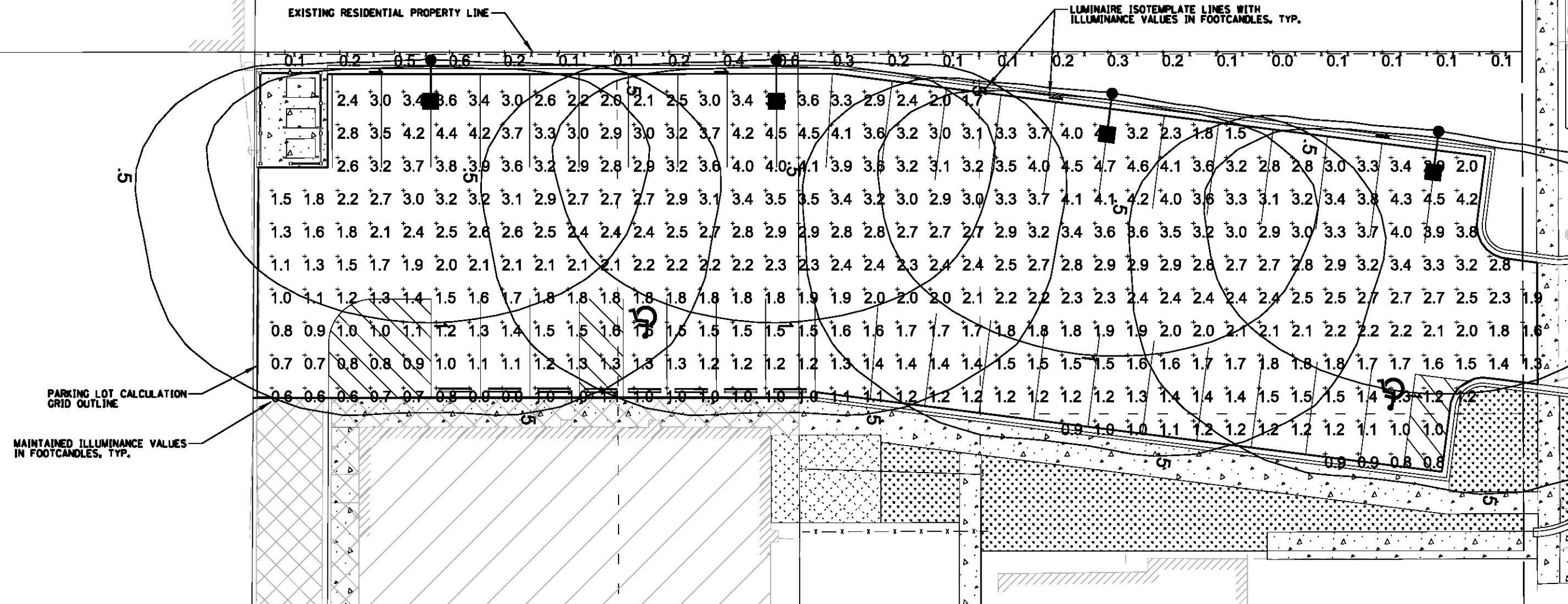
PROPOSED LIGHTING UNIT, 17.5 FT ROUND TAPERED SPUN ALUMINUM POLE ON A 2'-6" RAISED 24" DIA. CONCRETE FOUNDATION WITH A 106W LED LUMINAIRE AND INTERNAL HOUSE SIDE SHIELD ON A 6 FT DAVIT ARM (LUMINAIRE MOUNTING HEIGHT 20'-0") SIGNIFY GARDCO MODEL *ECF-S-32L-1A-NW-G2-SF-4-UNV-HIS-BK PHOTOMETRIC CURVE: ECF-S-32L-1A-NW-G2-4-HIS.ies INITIAL LUMENS/FIXTURE = 14,006

NOTES:

1. NUMBERS IN CALCULATION GRIDS REPRESENT MAINTAINED ILLUMINANCE VALUES IN FOOT CANDLES. PARKING LOT GRID ELEVATION AT GROUND LEVEL, PROPERTY LINE GRID ELEVATION AT 5'-0" ABOVE GROUND LEVEL.
2. CALCULATIONS DETERMINED FROM A 0.90 LIGHT LOSS FACTOR.
3. PHOTOMETRIC VALUES DO NOT TAKE ANY ADJACENT ROADWAY/PROPERTY LIGHTING AND BUILDING FLOOD LIGHTING (UNLESS OTHERWISE INDICATED) INTO ACCOUNT.

WOODSTOCK STREET PARKING LOT LIGHT LEVELS*	ILLUMINANCE (FC)			
	E(avg)	E(min)	E(max)	E(max)/E(min)
HUNTLEY RECOMMENDED ILLUMINANCE LEVELS**	2.0	N/A	N/A	N/A
HUNTLEY RECOMMENDED PROPERTY LINE ILLUMINANCE LEVELS**	N/A	N/A	1.0	N/A
PROPOSED PARKING LOT LIGHTING LEVELS	2.31	0.6	4.7	7.83
PROPOSED PROPERTY LINE LIGHTING LEVELS	N/A	0.0	0.6	N/A

* PARKING LOT LIGHT LEVEL CALCULATION GRID INCLUDES ONLY PARKING LOT GRID OUTLINED IN BOLD.
 ** RECOMMENDED VALUES FOR PARKING LOT FOR PARKING LOT LIGHTING LEVELS VILLAGE OF HUNTLEY ZONING ORDINANCE CHAPTER 156.088 SECTION (B) "LIGHTING STANDARDS" AND CHAPTER 156.090 SECTION (B) "LIGHTING".



WOODSTOCK ST

NO.	DATE	NATURE OF REVISION	CHG.	MODEL



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: Discussion – Proposed Additional Signage on Sun City Boulevard to Enhance Driver Awareness of the Designated On-Street Parking Condition on the Westbound Traffic Lane Between Del Webb Boulevard and Crestview Drive

Department: Public Works and Engineering – Administration and Engineering Division

INTRODUCTION

On April 9, 2020, the Village Board adopted Ordinance (O)2020-04.21 that restricts parking on the north side of Drendel Road and the west side of Shirley Lane in the vicinity of the tennis/pickle ball courts at Sun City. The ordinance also modifies the westbound traffic lanes on Sun City Boulevard between Del Webb Boulevard and Crestview Drive by reducing from two lanes to one lane of through traffic to accommodate on-street parking as depicted in the pavement marking and signage plan attached.

STAFF ANALYSIS

Pavement markings and corresponding parking signage were installed shortly after the approval of the ordinance. Staff has received some reports from motorists on Sun City Boulevard that they have witnessed vehicles driving through the designated on-street parking lane and making a right turn on Crestview thus creating a potential hazard for drivers making a proper right turn from the adjacent westbound travel lane. Staff has prepared the attached additional signage plan to enhance driver awareness of the designated on-street parking condition on the westbound traffic lane between Del Webb Boulevard and Crestview Drive.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies *“Healthy, Safe, and Attractive Community”* as a strategic focus and the following goal: *“A Safe Community.”* Additional signage will promote driver awareness of the designated on-street parking condition that exists on this roadway.

FINANCIAL IMPACT

The additional signage and posts are estimated to cost approximately \$1,000 and funds will be taken from the Street Improvements and Roads & Bridges Fund 420-00-00-8001.

LEGAL ANALYSIS

None Required.

ACTION REQUESTED

The additional signage plan is presented for Village Board review and discussion.

SUPPORTING DOCUMENTS

1. Ordinance (O)2020-04.21
2. Proposed Additional Signage Exhibits

**AN ORDINANCE CREATING CERTAIN PARKING
REGULATIONS IN THE VILLAGE OF HUNTLEY**

Ordinance (O)2020-04.21

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village of Huntley has considered certain existing parking conditions within the Village and has determined that the designation of certain areas within the Village as “No Parking” is in the best interest of the residents of the Village of Huntley.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: No parking shall be permitted on the north side of Drendel Road from Del Webb Boulevard west to Shirley Lane or on the west side of Shirley Lane from Drendel Road south approximately 250 feet. Appropriate signage designating these sections of roadway as “No Parking Between Signs” shall be posted.

SECTION II: Any persons violating the provisions of Section I of this Ordinance shall pay a fine not less than TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) and not more than ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

SECTION III: The westbound traffic lanes of Sun City Boulevard shall be modified to one lane of through traffic between Del Webb Boulevard and Crestview Drive to accommodate on-street parking as depicted in the attached Exhibit A pavement marking and signage plan.

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

SECTION V: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

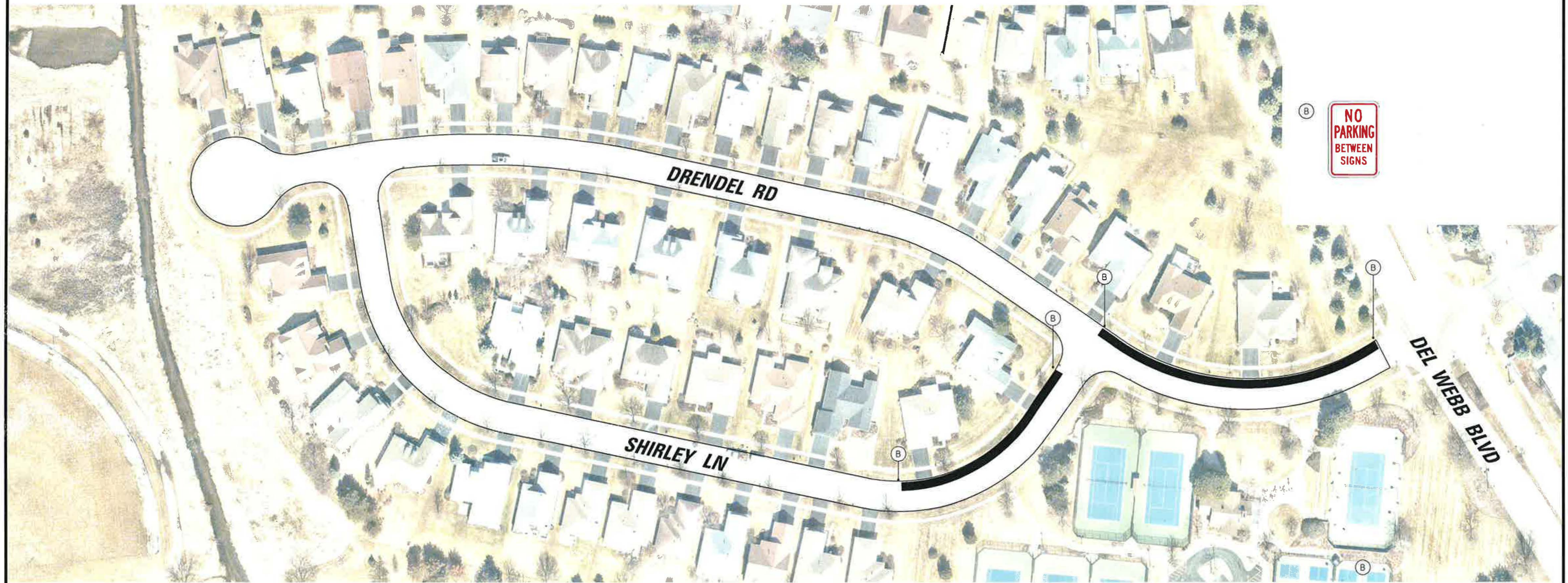
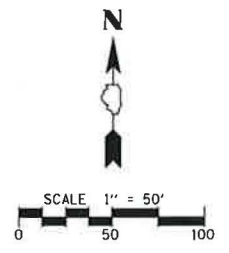
	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Hoeft	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Kanakaris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Leopold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Piwko	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Westberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED and APPROVED this 9th day of April, 2020.



Atto M. M. Mahan
Village Clerk

APPROVED:
[Signature]
Village President



OPTION 2:
 NORTH SIDE, NO PARKING
 BY TENNIS COURTS

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

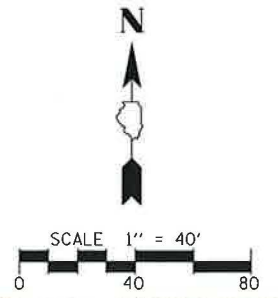
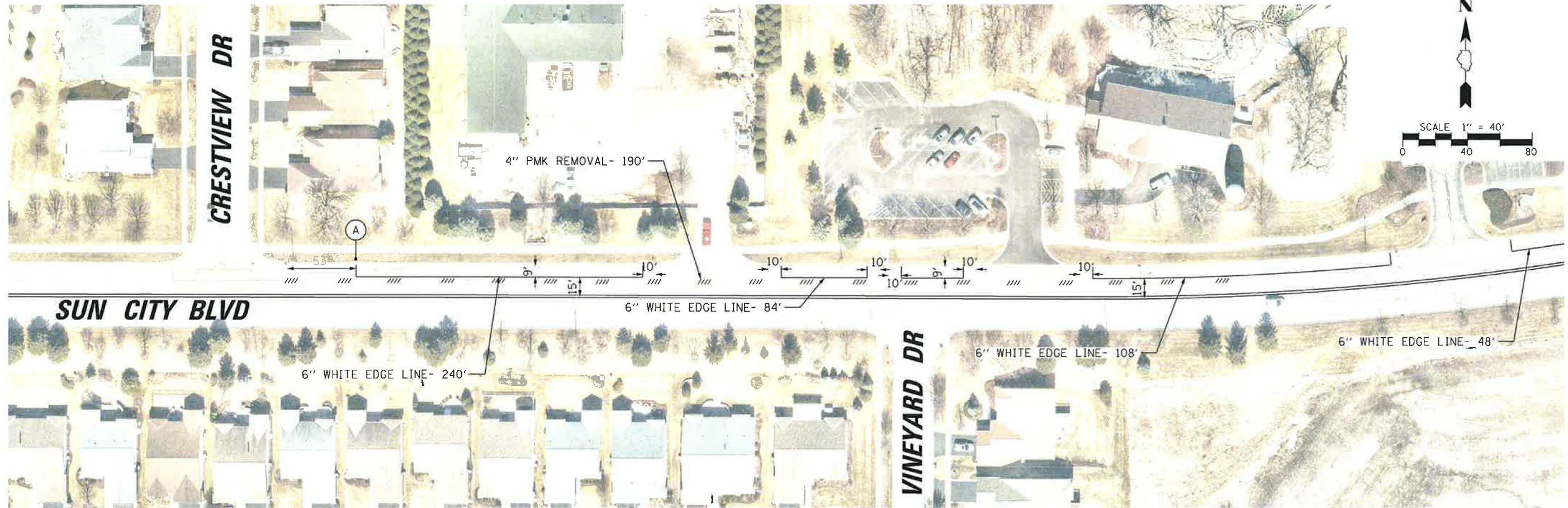
CLIENT:

VILLAGE OF HUNTLEY
 10987 MAIN STREET
 HUNTLEY, IL 60142
 (847) 669-3450

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	EXH
FILE NAME	N:\Huntley\Sun City Blvd\013020\drenDel.shirley_2.sht				

TITLE:
PARKING RESTRICTION EXHIBIT 2
NORTH SIDE – NO PARKING
BY TENNIS COURTS

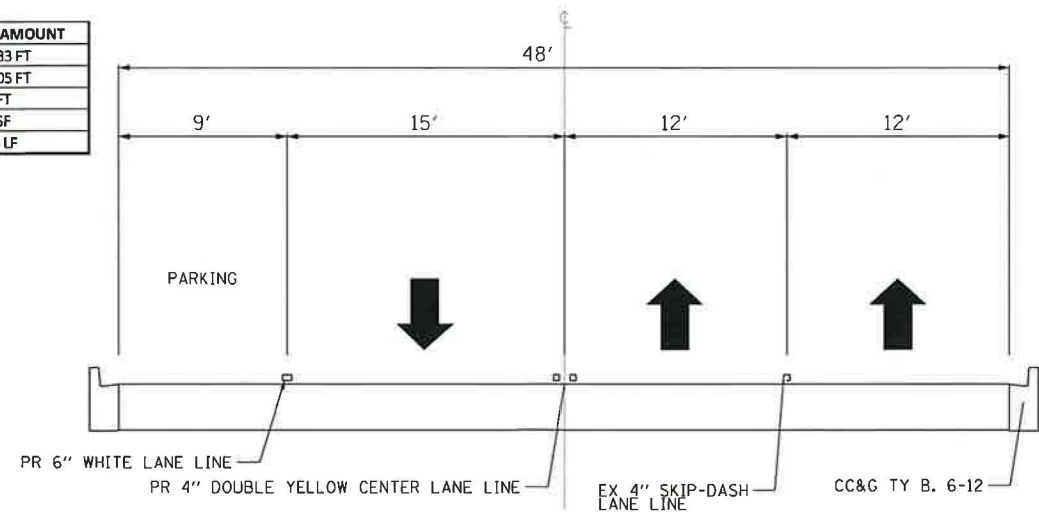
PROJ. NO. 000
 DATE: 2/3/2020
 SHEET 2 OF
 DRAWING NO.
EXH 2



81 TOTAL PARKING STALLS CREATED

QUANTITIES

ITEM	AMOUNT
4" WHITE SKIP-DASH LINE REMOVAL	1,233 FT
6" WHITE EDGE LINE	2,405 FT
12" WHITE DIAGONAL 10' C-C	51 FT
SIGN PANELS, TYPE 1	36 SF
SIGN POST, TYPE A	276 LF



TYPICAL SECTION- SUN CITY BLVD

SCALE: 1" = 10'

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

CLIENT:



VILLAGE OF HUNTLEY
10987 MAIN STREET
HUNTLEY, IL 60142
(847) 669-3450

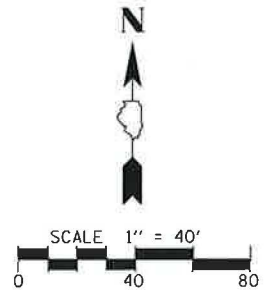
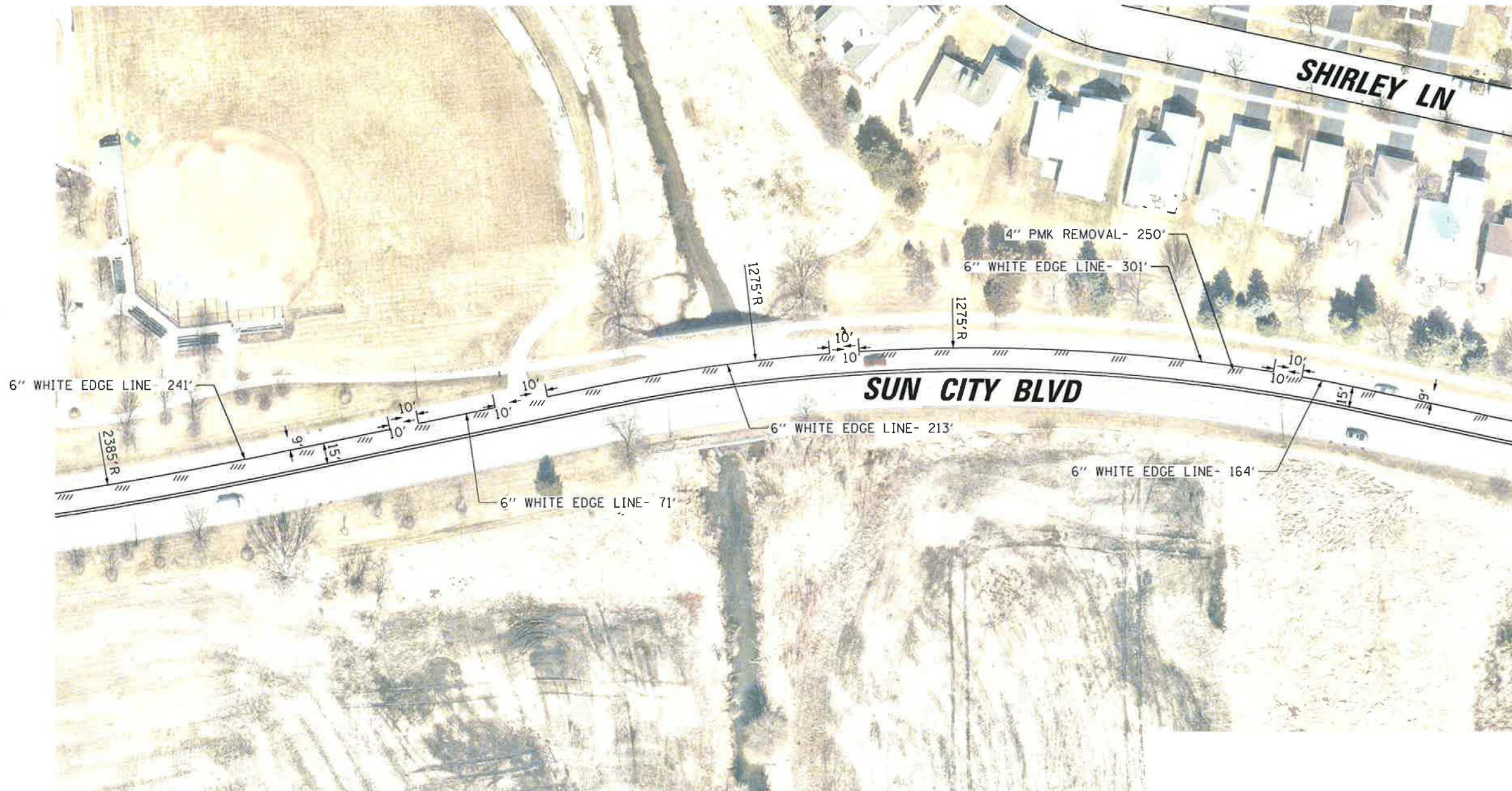
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	EXH

DSGN. DWN. EDT
 CHKD.
 SCALE: 40'
 PLOT DATE: 2/3/2020
 CAD USER: mqoldenberg
 MODEL: EXH

TITLE:

**SUN CITY BOULEVARD
PAVEMENT STRIPPING**

PROJ. NO. 000
DATE: 2/3/2020
SHEET 3 OF
DRAWING NO.



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

CLIENT:



VILLAGE OF HUNTLEY
 10987 MAIN STREET
 HUNTLEY, IL 60142
 (847) 669-3450

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	EXH

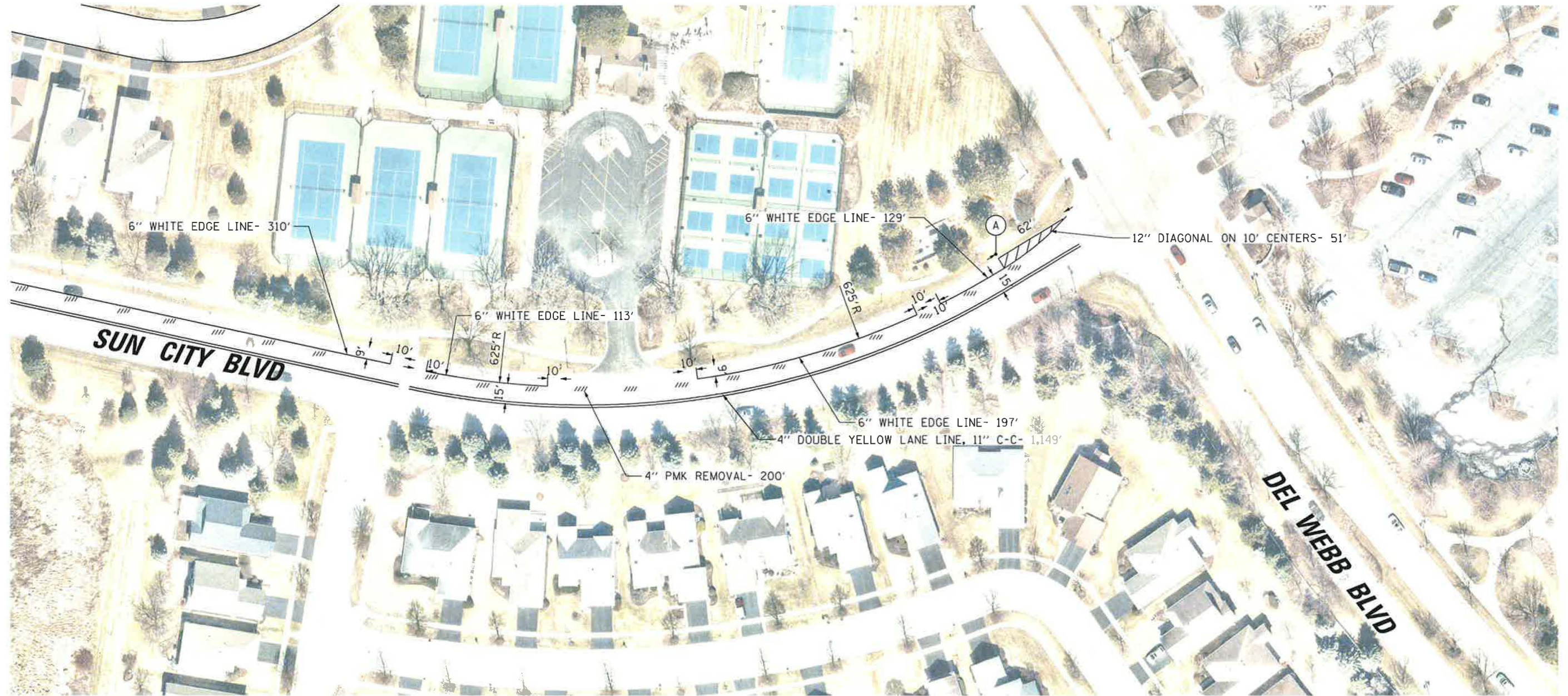
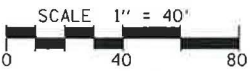
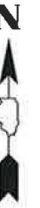
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DSGN.	EDT

TITLE:

**SUN CITY BOULEVARD
 PAVEMENT STRIPPING**

PROJ. NO. 000
DATE: 2/3/2020
SHEET 4 OF
DRAWING NO.
2



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

CLIENT:

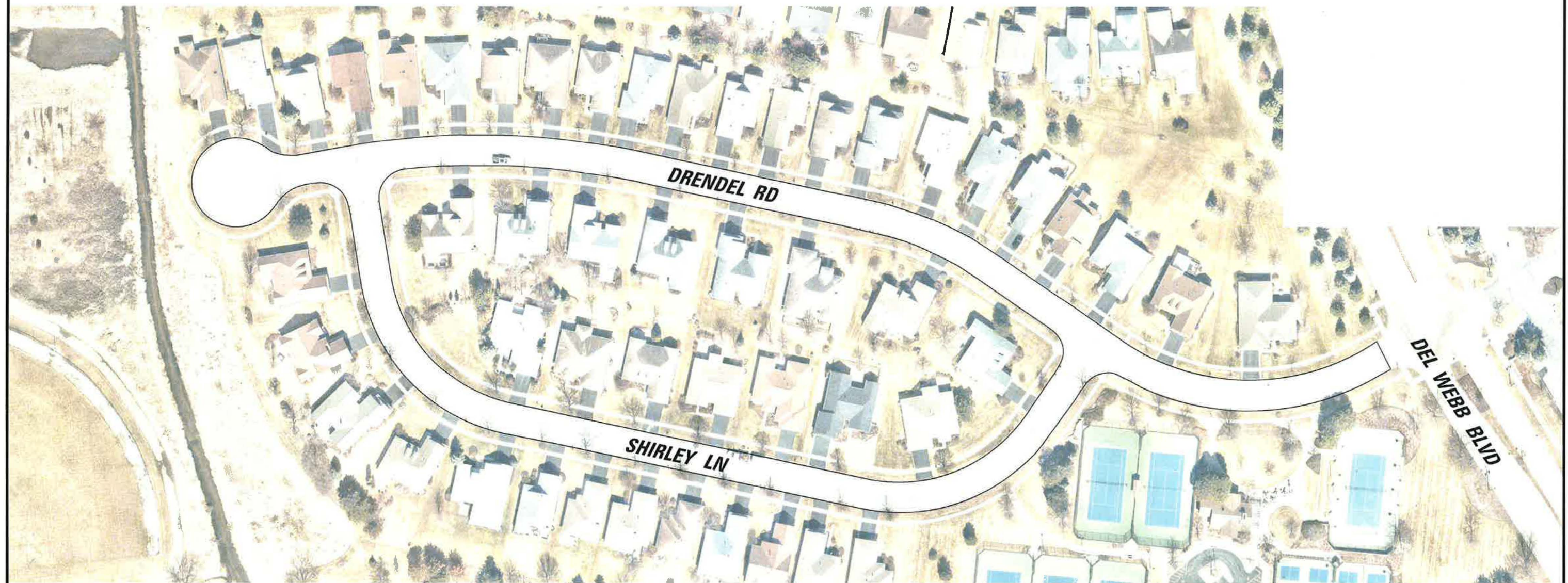
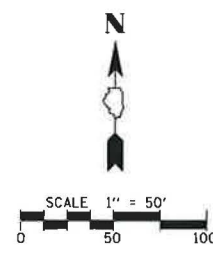
VILLAGE OF HUNTLEY
10987 MAIN STREET
HUNTLEY, IL 60142
(847) 669-3450

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	EXH

DSGN. DWN. EDT
CHKD. SCALE: 40'
PLOT DATE: 2/3/2020
CAD USER: mgoldenberg
MODEL: EXH

TITLE:
**SUN CITY BOULEVARD
PAVEMENT STRIPPING**

PROJ. NO. 000
DATE: 2/3/2020
SHEET 5 OF
DRAWING NO.



OPTION 1: EXISTING CONDITIONS

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

CLIENT:

VILLAGE OF HUNTLEY
 10987 MAIN STREET
 HUNTLEY, IL 60142
 (847) 669-3450

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	EDT
FILE NAME: N:\Huntley\Sun City Blvd\03020\drendel.shirley.Lsht					

TITLE:
PARKING RESTRICTION EXHIBIT 1
EXISTING CONDITIONS

PROJ. NO. 000
 DATE: 2/3/2020
 SHEET 1 OF
 DRAWING NO.
EXH 1



VILLAGE OF HUNTLEY SUN CITY BLVD - PARKING / THRU TRAFFIC SIGNAGE

● STREETLIGHT POLES

±400 FEET - DISTANCE BETWEEN STREETLIGHTS





Village of Huntley GIS
 SUN CITY BLVD SECTIONS 1,2,3



SCALE: 1" = 40'



VILLAGE OF HUNTLEY
 10987 Main Street
 Huntley, IL 60142
 (847)669-9600

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Print Date: 1/12/2022

SIGN # 1



SIGN # 2





Village of Huntley GIS
 SUN CITY BLVD SECTIONS 4,5

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SCALE: 1" = 50'

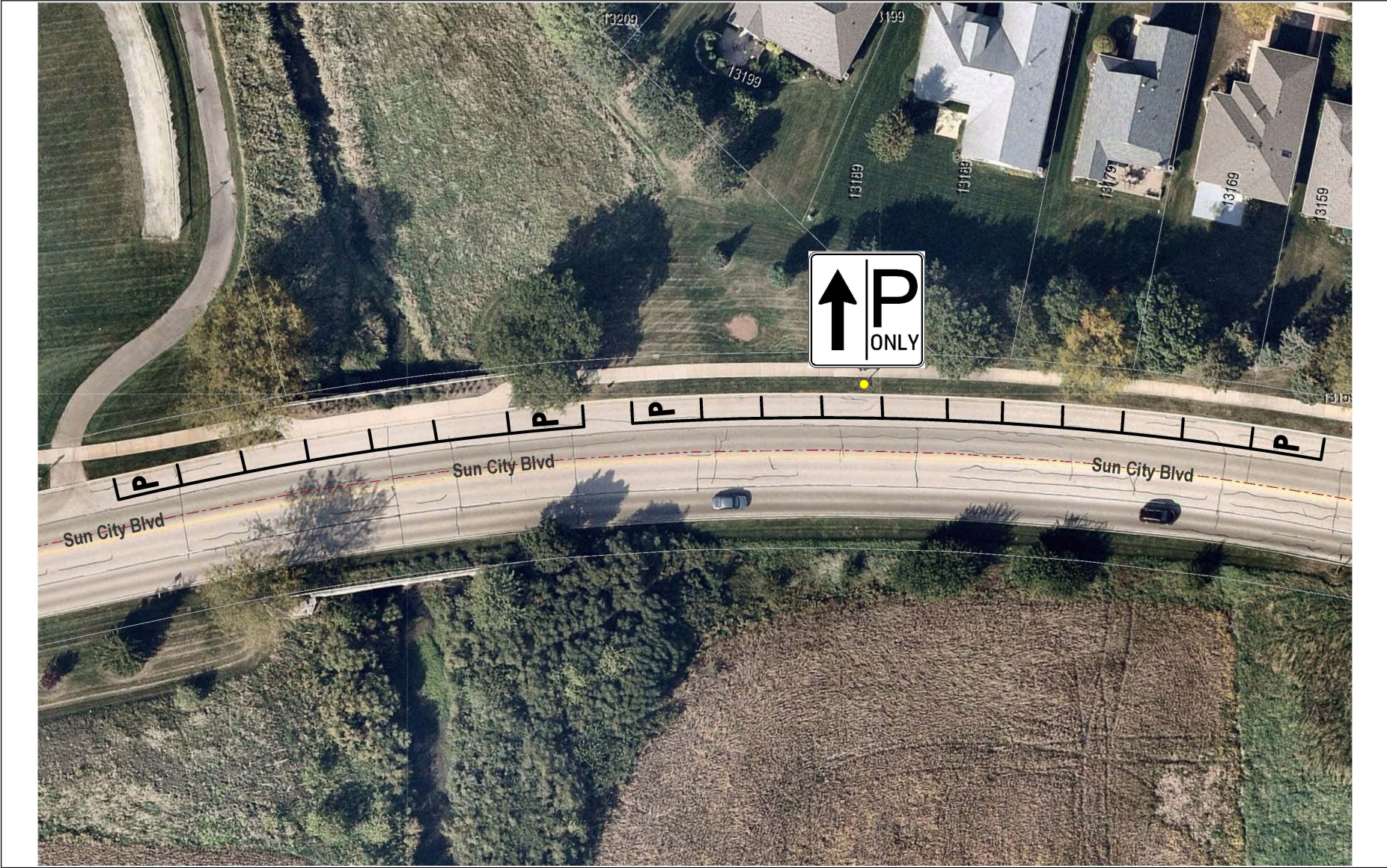


VILLAGE OF HUNTLEY
 10987 Main Street
 Huntley, IL 60142
 (847)669-9600

Print Date: 10/7/2021

SIGN # 3





Village of Huntley GIS
SUN CITY BLVD SECTIONS 6,7

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SCALE: 1" = 60'



VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
(847)669-9600

Print Date: 10/7/2021

SIGN # 4





Village of Huntley GIS
 SUN CITY BLVD SECTIONS 8,9

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SCALE: 1" = 50'



VILLAGE OF HUNTLEY
 10987 Main Street
 Huntley, IL 60142
 (847)669-9600

Print Date: 10/7/2021

SIGN # 5





Village of Huntley GIS

SUN CITY BLVD SECTIONS 10,11,12

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SCALE: 1" = 60'



VILLAGE OF HUNTLEY

10987 Main Street
Huntley, IL 60142
(847)669-9600

Print Date: 10/7/2021

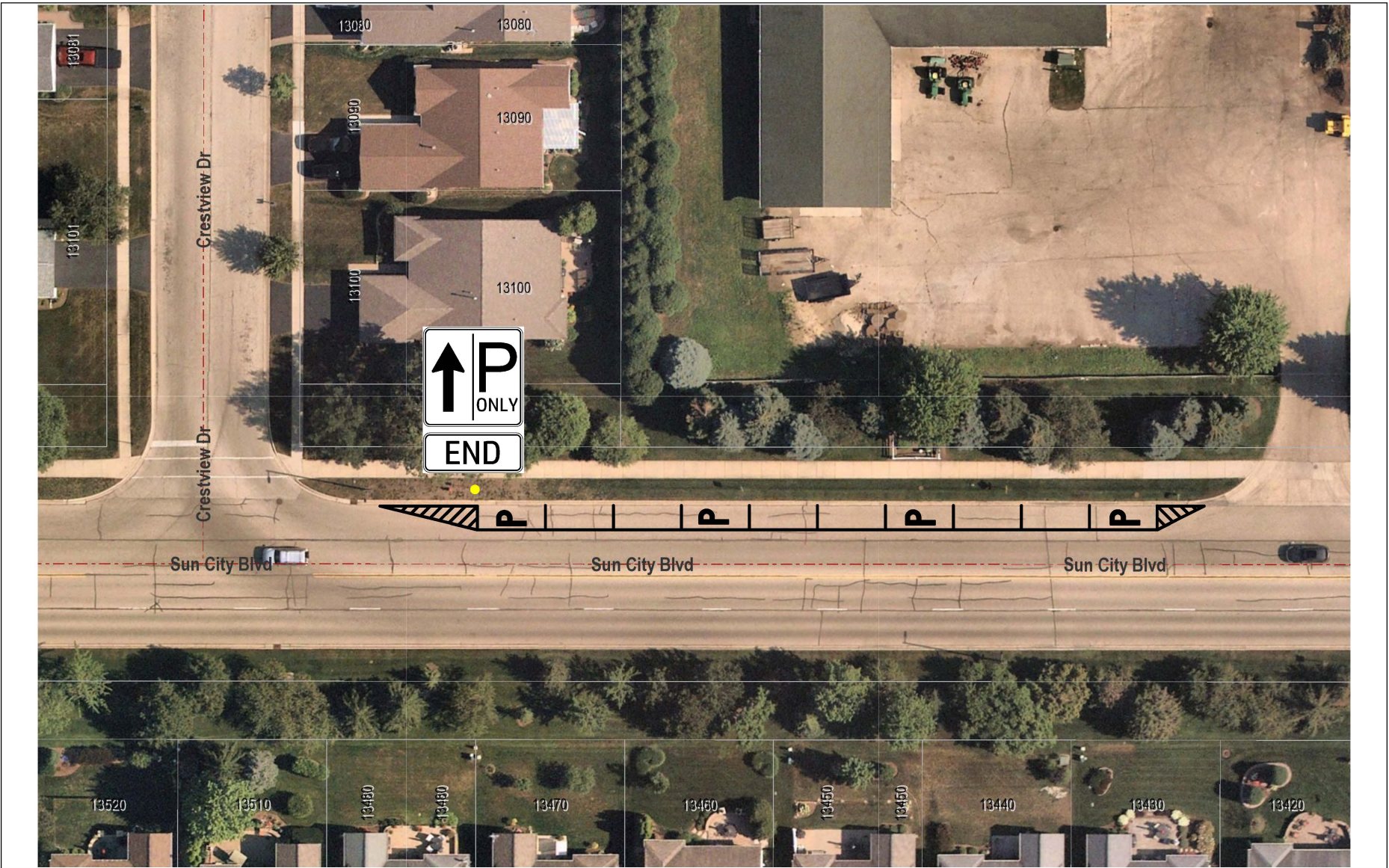
SIGN # 6



↑ P
ONLY

SIGN # 7





Village of Huntley GIS

SUN CITY BLVD & CRESTVIEW PARKING SECTION 13

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 50'



VILLAGE OF HUNTLEY

10987 Main Street
 Huntley, IL 60142
 (847)669-9600

Print Date: 10/5/2021

SIGN # 8





**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – A Resolution Approving a Base Bid Award to Manusos General Contracting for the East WWTP UV Disinfection System Replacement in the amount of \$524,000**

Department: **Public Works and Engineering – Utilities (Water and Wastewater)**

INTRODUCTION

The treated effluent from the East Wastewater Treatment Plant (WWTP) is required to be disinfected prior to discharge into the receiving stream in accordance with NPDES Permit No. IL0029238. The ultraviolet (UV) light disinfection system at the East WWTP was innovative technology at the time it was installed in 2000 but has since been redesigned and redeveloped by manufacturers in favor of more energy efficient and better performing units. Therefore, an in-kind replacement system is not available. At over 20 years old, the current UV disinfection system is beyond its useful life and has become increasingly difficult to repair and maintain due to the frequency of failure and obtaining replacement parts.

On Thursday, February 10, 2022 Bids were received from five (5) contractors for the East WWTP UV disinfection replacement project. The bid results are summarized in the attached Bid Tab.

STAFF ANALYSIS

The bids have been reviewed by Staff and the lowest responsive, responsible bidder for the East WWTP UV disinfection replacement project is Manusos General Contracting in the base bid amount of \$524,000, approximately 2% over the engineer’s estimate of \$513,800. An alternate bid deduct item was included in the bid schedule that removed work associated with mechanical HVAC upgrades, including unit heaters, exhaust fans and louvers identified in the base bid. Manusos General Contracting submitted the lowest alternate bid in the amount of \$489,055, as well. All is in order to award the East WWTP UV disinfection replacement project base bid to Manusos General Contracting.

The ComEd Energy Efficiency Program offers grants for energy efficiency projects for municipalities. The grants are based on the amount of energy savings. At present, the grant energy savings rate is \$0.12/kW-hr with grants available up to \$250,000. Based upon an average annual energy savings of 1,056 kWhrs/day or 193,248 kWhrs, a grant of approximately \$23,200 could be secured. Village staff and EEI are finalizing the application for this program.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies “Forward Looking Community” as a strategic focus and the following goal: “Management of Infrastructure Assets for Today and Tomorrow.” Replacing the UV disinfection system will significantly reduce resource inefficiencies associated with the existing aging asset.

FINANCIAL IMPACT

The FY22 Budget includes funding in the Wastewater Capital Improvement and Equipment Fund, 525-00-00-8005 for the East WWTP UV disinfection system replacement.



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

*March 10, 2022
Village Board Meeting*

LEGAL ANALYSIS

None required.

ACTION REQUESTED

A motion of the Village Board for a Resolution Approving a Base Bid Award to Manusos General Contracting for the East WWTP UV disinfection system replacement in the amount of \$524,000.

SUPPORTING DOCUMENTS

1. EEI Award Recommendation Letter
2. Bid Tab
3. Draft Resolution



February 15, 2022

Tim Farrell
Director of Public Works and Engineering
Village of Huntley
10987 Main Street
Huntley, IL 60142

Re: East Wastewater Treatment Facility UV Modifications

Dear Mr. Farrell,

Bids were received, opened, and tabulated for the above referenced project at 11:00 a.m., on February 10, 2022. Representatives from the contractors bidding the project, the Village and our firm were in attendance via in person conference.

Manusos General Contracting at 91 Christopher Way, Fox Lake, IL, 60020, is the lowest responsible bidder at \$524,000, which is approximately 2% higher the Engineer's Estimate of \$513,800. Manusos General Contracting is a qualified water and wastewater construction firm capable of satisfactorily performing the work.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Manusos General Contracting in the amount of \$524,000. The summary of bids is attached for your reference.

If you have any questions or need any additional information, please contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink that reads "Christopher Buckley".

Christopher Buckley, P.E., BCEE
Project Manager

CFB/
Enclosure

Cc: STD, CFB – EEI (w/o enclosures)

VILLAGE OF HUNTLEY, IL
EAST WWTF UV MODIFICATIONS

BID TABULATION
BIDS RECEIVED 2/10/22, 11:00 A.M.

2/10/2022

ITEM	1. MANUSOS GENERAL CONTRACTING 91 Christopher Way Fox Lake, IL 60020	2. BOLLER CONSTRUCTION CO. 3045 Washington Street Waukegan, IL 60085	3. KENO & SONS CONSTRUCTION CO. 1331 Central Avenue Deerfield, IL 60015
BASE BID TOTAL	\$524,000	\$527,500	\$545,700
DEDUCT BID ITEM	\$34,945	\$34,000	\$33,100
ALTERNATIVE BID TOTAL	\$489,055	\$493,500	\$512,600
ADDENDUM NO. 1	X	X	X
SIGNED BID	X	X	X
BID BOND	X	X	X
ITEM	4. KRESMERY CONSTRUCTION, LLC. 1725 Weld Road Elgin, IL 60123	5. JOSEPH J. HENDERSON & SON 4288 Old Grand Avenue Gurnee, IL 60031	Engineer's Estimate
BASE BID TOTAL	\$609,000	\$615,000	\$513,800
DEDUCT BID ITEM	\$20,000	\$27,000	\$30,000
ALTERNATIVE BID TOTAL	\$589,000	\$588,000	\$483,800
ADDENDUM NO. 1	X	X	
SIGNED BID	X	X	
BID BOND	X	X	

RESOLUTION APPROVING A BASE BID AWARD TO MANUSOS GENERAL CONTRACTING FOR THE EAST WWTP UV DISINFECTION SYSTEM REPLACEMENT

Resolution (R)2022-03.____

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the East WWTP UV disinfection system is over 20 years old and has reached the end of its useful life; and

WHEREAS, on February 10, 2022, sealed bids were opened and read aloud for the East WWTP UV disinfection system replacement; and

WHEREAS, the lowest, responsive, responsible bidder was Manusos General Contracting in the Base Bid amount of \$524,000 and Alternate Bid Amount of \$489,055; and

WHEREAS, the FY22 Budget includes funding for the East WWTP UV disinfection system replacement; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village Board hereby approves the Base Bid Award to Manusos General Contracting for the East WWTP UV disinfection system replacement in the amount of \$524,000.

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

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

ATTEST :

Timothy J. Hoeft, Village President

Rita McMahan, Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – A Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for Construction Engineering Services for the East WWTP UV Disinfection System Replacement in an Amount Not to Exceed \$24,664**

Department: **Public Works and Engineering – Utilities (Water and Wastewater Division)**

INTRODUCTION

The treated effluent from the East Wastewater Treatment Plant (WWTP) is required to be disinfected prior to discharge into the receiving stream in accordance with NPDES Permit No. IL0029238. The ultraviolet (UV) light disinfection system at the East WWTP was innovative technology at the time it was installed in 2000 but has since been redesigned and redeveloped by manufacturers in favor of more energy efficient and better performing units. Therefore, an in-kind replacement system is not available. At over 20 years old, the current UV disinfection system is beyond its useful life and has become increasingly difficult to repair and maintain due to the frequency of failure and obtaining replacement parts.

STAFF ANALYSIS

Staff has received a proposal from EEI in the amount of \$24,664.00 for construction engineering services to replace the UV disinfection system at the East WWTP. Engineering services will include project administration, coordinating progress meetings, processing pay applications, document review including shop drawings, O&M manuals, warranty certificates, RFI's and change orders, construction observation, field reports and record drawings.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies "Forward Looking Community" as a strategic focus and the following goal: "Management of Infrastructure Assets for Today and Tomorrow." Replacing the UV disinfection system will significantly reduce resource inefficiencies associated with the existing aging asset.

FINANCIAL IMPACT

The FY22 Budget includes funding in the Wastewater Capital Improvement and Equipment Fund, 525-00-00-8005 for construction engineering services of the East WWTP UV disinfection system replacement.

LEGAL ANALYSIS

None required.

ACTION REQUESTED

A motion of the Village Board for a Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for construction engineering services of the East WWTP UV disinfection system replacement in an amount not to exceed \$24,664.

SUPPORTING DOCUMENTS

1. EEI Proposal
2. Draft Resolution

**Agreement for Professional Services
Village of Huntley, IL
EAST WWTF UV SYSTEM MODIFICATIONS**

THIS AGREEMENT, by and between the Village of Huntley, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include engineering services for the EAST WWTF UV SYSTEM MODIFICATIONS as indicated on Attachment B.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$24,664.00, including Subcontractor's expenses. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or

disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors' consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimate of Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2021 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given by mail, addressed to the parties as follows:

For the Village:

Director of Public Works and Engineering
Village of Huntley
10987 Main Street
Huntley, IL 60142

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2022.

Village of Huntley

Engineering Enterprises, Inc.:

Timothy J Hoeft
Village President

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

Rita McMahan
Village Clerk

Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment A:

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter “Agreement”), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER’S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor’s failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER’S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER’S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER’S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other

party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**ATTACHMENT B: SCOPE OF SERVICES
EXHIBIT 1**

SECTION A - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional CONSTRUCTION engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the

ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Twenty Four Thousand Six Hundred and Sixty Four Dollars – Fixed Fee (FF) (\$24,664.00 FF) as summarized on Attachment B: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for the **“East WWTF UV System Modifications”** dated February 24, 2022.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
11. Preparation of design documents for alternate bids where major changes require additional documents.

12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment C includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in this Section D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.
 - (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with

generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. Covenant Against Contingent Fees - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2

SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES

EAST WWTF UV MODIFICATIONS CONSTRUCTION ENGINEERING SERVICES

The Village of Huntley intends to modify and upgrade the ultraviolet disinfection system at the East Wastewater Treatment Facility. Design Engineering has been completed in accordance with the previous Design Contract.

The Village has requested a task order for Construction Engineering for the project. The work items to complete the stated scope objectives are as follows:

CONSTRUCTION ENGINEERING

- 3.1 Project Administration, Coordination with Contractor and Village
- 3.2 Contracting Coordination and Construction Issues Plans and Specifications
- 3.3 Pre-Con Meeting and Construction Progress Meetings (3 Total Meetings Max.)
- 3.4 Review Pay Applications (8 Max.)
 - Review Contractor's Detailed Invoice and Prepare Cover Letter
 - Review and Track Contractor's Waivers of Lien
 - Provide General Tracking of Certified Payroll (No Detailed Review in Scope)
- 3.5 Review Shop Drawings, O&M Manuals, and Warranty Info
- 3.6 Review RFI's and PCO's
- 3.7 Construction Observation & Field Reports (Estimating 16 Hours Construction Observation. Village to provide Construction Observation as needed)
- 3.8 Punchwalks and Punchlists
- 3.9 Prepare and Issue As-Built Drawings (Includes Digital Version (pdf) and up to 6 Hard Copies – Total Full Size and/or Half Size)

Additional notes regarding the work scope are included in Attachment C – Level of Effort and Associated Cost.

Construction Engineering scope and fees assume 12 months for Substantial Completion and 14 months for Final Completion after the Notice to Proceed per the Project Manual. Time Extensions to the Contract may result in additional engineering fees. Such additional fees shall be considered Additional Services, as defined below; and they will be documented and discussed between the Owner and Engineer.

Engineering fees accrued as a direct result of the Contractor's negligence (such as defective work, excessive RFI's or PCO requests, or lack of an adequate phasing and implementation plan) shall be considered Additional Services, as defined below; and they will be documented and discussed between the Owner and Engineer.

The following scope of services will be provided by EEI's subconsultants:

- Electrical and Mechanical Engineering (Archer Consulting Engineers)

EXCLUSIONS

The above scope of services excludes the following:

- Attendance/Presentations at Village Board Meetings
- Easement Coordination
- Wetlands/Floodplain Permitting
- Local Permits
- Construction Staking
- Geotechnical Engineering and Materials Testing
- Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal
- Detailed Review of Contractor's Certified Payroll

ADDITIONAL SERVICES

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the agreement and will be billed in accordance with EEI's current Standard Schedule of Charges (2021 SSOC included as Attachment E for reference). No such additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.



**ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR**

EAST WWTP UV MODIFICATIONS

Village of Huntley, Illinois

February 22, 2022

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			SURVEYING		DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENG.	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	CAD MANAGER	SENIOR TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$206	\$185	\$147	\$185	\$174	\$185	\$147	\$70		
CONSTRUCTION ENGINEERING												
3.1	Project Administration, Including Coordination with Contractor, Village		4	16	16						36	\$ 6,136
3.2	Contracting Coordination and Construction Issue Plans and Specs		-	2	2						4	\$ 664
3.3	Pre-Con Meeting and Construction Progress Meetings (3 Total Meetings Max.)		-	8	8						16	\$ 2,656
3.4	Review Pay Applications (8 Max.)		-	4	12					2	18	\$ 2,644
3.5	Review Shop Drawings, O&M Manuals, and Warranty Info		-	6	12						18	\$ 2,874
3.6	Review RFI's and PCO's		-	4	8						12	\$ 1,916
3.7	Construction Observation & Field Reports		-	4	16						20	\$ 3,092
3.8	Punchwalks, Punchlists, and Closeout		-	4	4						8	\$ 1,328
3.9	Prepare and Issue As-Built Drawings		-	-	4				4		8	\$ 1,176
Construction Engineering Subtotal:			4	48	82	-	-	-	4	2	140	\$ 22,486
PROJECT TOTAL:			4	48	82	-	-	-	4	2	140	22,486

Notes:

- Construction Engineering Scope and Fees Assume 12 Months for Substantial Completion and 14 Months for Final Completion Per the Project Manual
- Construction Observation & Field Reports (Item 3. 8) Projects to Approx. 16 Hrs for total project. It is anticipated the Village will perform a majority of onsite Observation.
- See Attachment B: Scope of Services for Additional Clarifications and Exclusions

SUBS AND FEES SUMMARY	
Engineering Expenses =	\$ -
Vehicle Charges =	\$ 250
Mechanical & Electrical Engineering =	\$ 1,200
Architect =	\$ -
TOTAL SUBS AND FEES =	\$ 1,450

LABOR SUMMARY	
Engineering Expenses =	\$ 22,486
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 588
Administrative Expenses =	\$ 140
TOTAL LABOR EXPENSES =	\$ 23,214

TOTAL EXPENSES =	\$ 24,664
-------------------------	------------------

ATTACHMENT D: ANTICIPATED PROJECT CONSTRUCTION SCHEDULE EAST WWTF UV SYSTEM MODIFICATIONS

Village of Huntley, IL

2/23/22

WORK ITEM	2022																																																	
	January					February					March					April					May					June					July					August					September					October				
	3	10	17	24	31	7	14	21	28		7	14	21	28		4	11	18	25		2	9	16	23	30	6	13	20	27		4	11	18	25		1	8	15	22	29	5	12	19	26		3	10	17	24	31
EAST WWTF UV SYSTEM MODIFICATIONS																																																		
Advertisement for Bids																																																		
Pre-bid Conference																																																		
Bids Received																																																		
Bid Tabulation & Contracting Admin.																																																		
Village Award																																																		
Estimated Notice to Proceed																																																		
Construction Procurement Period/Minor Construction																																																		

WORK ITEM	2022 (CONT'D)										2023																													
	November				December						January					February					March					April					May									
	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29										
EAST WWTF UV SYSTEM MODIFICATIONS																																								
Construction Installation Period																																								
Substantial Completion																																								
Final Completion																																								
Disinfection Season Resumes / UV Fully Operational																																								

Specific Milestones	
Advertisement for Bids	1/19/2022
Pre-Bid Conference	2/2/2022
Receive Bids	2/10/2022
Recommendation to Award	2/14/2022
Village Award	3/10/2022
Estimated Notice to Proceed, Construction Procurement Period Starts	3/28/2022
Disinfection Season Ends/ UV installation can commence.	11/1/2022
Substantial Completion	3/15/2023
Final Completion	4/30/2023
Disinfection Season Resumes / UV Fully Operational	5/1/2023

Legend	
	Milestone Date
	Bidding and Award Recommendation
	Bid Review/Village Appr./Contracting
	Construction Procurement Period
	Actual UV Installation Construction Period

ATTACHMENT E

Standard Schedule of Charges

January 1, 2021



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH ENGINEERING ENTERPRISES, INC. FOR CONSTRUCTION ENGINEERING SERVICES
FOR THE EAST WWTP UV DISINFECTION SYSTEM REPLACEMENT**

Resolution (R)2022-03. __

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the East WWTP UV disinfection system is over 20 years old and has reached the end of its useful life; and

WHEREAS, the Village has received a Professional Services Agreement proposal from Engineering Enterprises, Inc. for the construction engineering of the East WWTP UV disinfection system replacement; and

WHEREAS, the FY22 Budget includes funding for the construction engineering of the East WWTP UV disinfection system replacement; and

WHEREAS, the Village of Huntley has reviewed the proposal submitted and determined that it is in the best interest to authorize a Professional Services Agreement with Engineering Enterprises, Inc. in the amount of \$24,664 for the construction engineering of the East WWTP UV disinfection system replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley hereby authorizes the Village Manager or his designee to enter into a Professional Services Agreement with Engineering Enterprises, Inc. in the amount of \$24,664 for the construction engineering of the East WWTP UV disinfection system replacement.

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

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

ATTEST :

Timothy J. Hoeft, Village President

Rita McMahon, Village Clerk



VILLAGE OF HUNTLEY
AGENDA SUMMARY

March 10, 2022
Village Board Meeting

Agenda Item: Approval of the Village of Huntley 2022 Street Improvement Program:

- i. Consideration - Approval of a Resolution to Appropriate \$1,500,000 in Motor Fuel Tax Funds for Maintenance of Streets and Highways for the 2022 Street Improvement Program
ii. Consideration - Approval of a Resolution Authorizing a Bid Award and a Construction Contract with Geske and Sons, Inc. for the 2022 Street Improvement Program

Department: Public Works and Engineering – Administration and Engineering Division

INTRODUCTION

The 2022 Street Improvement Program targets the resurfacing of three segments of arterial/collector roadways and one residential roadway comprised of approximately 60,000 square yards along approximately 2.5 centerline miles as follows:

Table with 4 columns: Street Name, Limits, Length (ft), Area (sy). Rows include Haligus Road, Ruth Road, Reed Road, Old Reed Road, and a Total row.

STAFF ANALYSIS

Staff has reviewed the bids and all is in order for consideration of the bid award to the lowest, responsible bidder, Geske and Sons, Inc. in the bid amount of \$1,946,875.26 contingent upon IDOT approval of the Motor Fuel Tax (MFT) resolution for the appropriation of funds. Work is anticipated to begin starting in Sun City on or about April 18, 2022, with a project completion date of August 12, 2022.

Pavement rehabilitation methods include spot repairs to curb and gutter or ribbon curb (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at trip hazards, and ADA accessible ramps retrofits), any necessary structure adjustments, replacement of damaged public utility frames and lids in the parkway/roadway, installation of thermoplastic pavement markings and all turf grass restoration.

Reed Road – 3 Inch Grind & Overlay: The grind and overlay pavement remediation will include removing 3 inches of the existing hot-mix asphalt and resurfacing the roadway with 1.5 inches of new hot mix asphalt surface course and 1.5 inches of hot mix asphalt binder course. Base repairs will be performed using 9-Inch-deep Class D patching. Also included will be select HMA spot repairs to an existing multiuse path along Reed Road.

Haligus Road and Ruth Road – 2-3/4 Inch Grind & Overlay: The grind and overlay pavement remediation will include removing 2-3/4 inches of the existing hot-mix asphalt and resurfacing the roadway with 2



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

inches of new hot mix asphalt surface course and ¾ inches of polymerized hot mix asphalt binder course. Base repairs will be performed using 11-Inch-deep deep Class D binder patching. Roadside ditch and parkway re-grading will be performed to improve drainage and restore poor areas of existing turf grasses. Also included will be select HMA spot repairs to an existing multiuse path along Haligus Road and partial reconstruction with widening of the existing asphalt multiuse path surface along Ruth Road.

Old Reed Road – 2.0 Inch Grind & Overlay: The grind and overlay pavement remediation will include removing 2.0 inches of the existing hot-mix asphalt and resurfacing the roadway with 2.0 inches of new hot mix asphalt surface course. Base repairs will be performed using 4-Inch-deep Class D patching.

The following work is also included in the 2022 Street Improvement Program:

The existing hot mix asphalt path along the north side of Main Street between Donald Drive and Ruth Road will be removed and replaced with PCC sidewalk. Replacement of existing HMA or PCC commercial driveways is also included with the work.

Sun City NH's 10, 13, 19, 23 & 38: Retrofitting of 91 ADA curb ramps within this area will include spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) and PCC sidewalk repairs (ADA accessible curb ramps retrofits). See location maps for general areas.

Crack sealing consisting of routing and cleaning the mainline pavement and existing pavement edge where the surface course meets the face of the concrete curb and gutter and placing a rubberized sealant within the Covington Lakes Subdivision recently re-surfaced as part of the Village's 2021 MFT Street Program.

On February 24, 2022, the Village received bids from six contractors for the 2022 Street Improvement Program. The bid results are summarized in the bid tabulation summary table.

Bid Tabulation Summary:

COMPANY	BASE BID AMOUNT
<i>Engineer's Estimate</i>	<i>\$1,971,909.75</i>
GESKE AND SONS, INC.	\$1,946,875.26
CURRAN CONTRACTING COMPANY	\$1,995,850.55
ARROW ROAD CONSTRUCTION CO.	\$2,029,341.98
PLOTE CONSTRUCTION, INC.	\$2,034,181.70
J.A. JOHNSON PAVING CO.	\$2,067,700.00
PETER BAKER & SON CO.	\$2,157,383.30



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies “*Forward Looking Community*” as a strategic focus and the following goal: “*Management of Infrastructure Assets for Today and Tomorrow.*” Pavement management is a form of asset management which seeks to optimize life-cycle costs of achieving and sustaining a desired target pavement condition.

FINANCIAL IMPACT

The FY22 Budget includes funding for the 2022 program in the amount of \$660,000.00 for engineering and partial construction costs from the Street Improvements and Roads & Bridges Fund, 420-00-00-8001 and \$1,500,000.00 for partial construction costs from the MFT Fund, 460-00-00-8001. The IDOT MFT appropriation is a procedural requirement for the use of MFT funds. The full amount of the MFT appropriation will be used for construction. Any unexpended budget funds will remain in the Street Improvements and Roads & Bridges Fund.

LEGAL ANALYSIS

Not required.

ACTION REQUESTED

A motion by the Village Board for:

- i. Approval of a Resolution to Appropriate \$1,500,000 in Motor Fuel Tax Funds for Contract Construction for the 2022 Street Improvement Program
- ii. Approval of a Resolution Authorizing a Bid Award and Construction Contract with Geske and Sons, Inc. in the Bid amount of \$1,946,875.26 for the 2022 Street Improvement Program

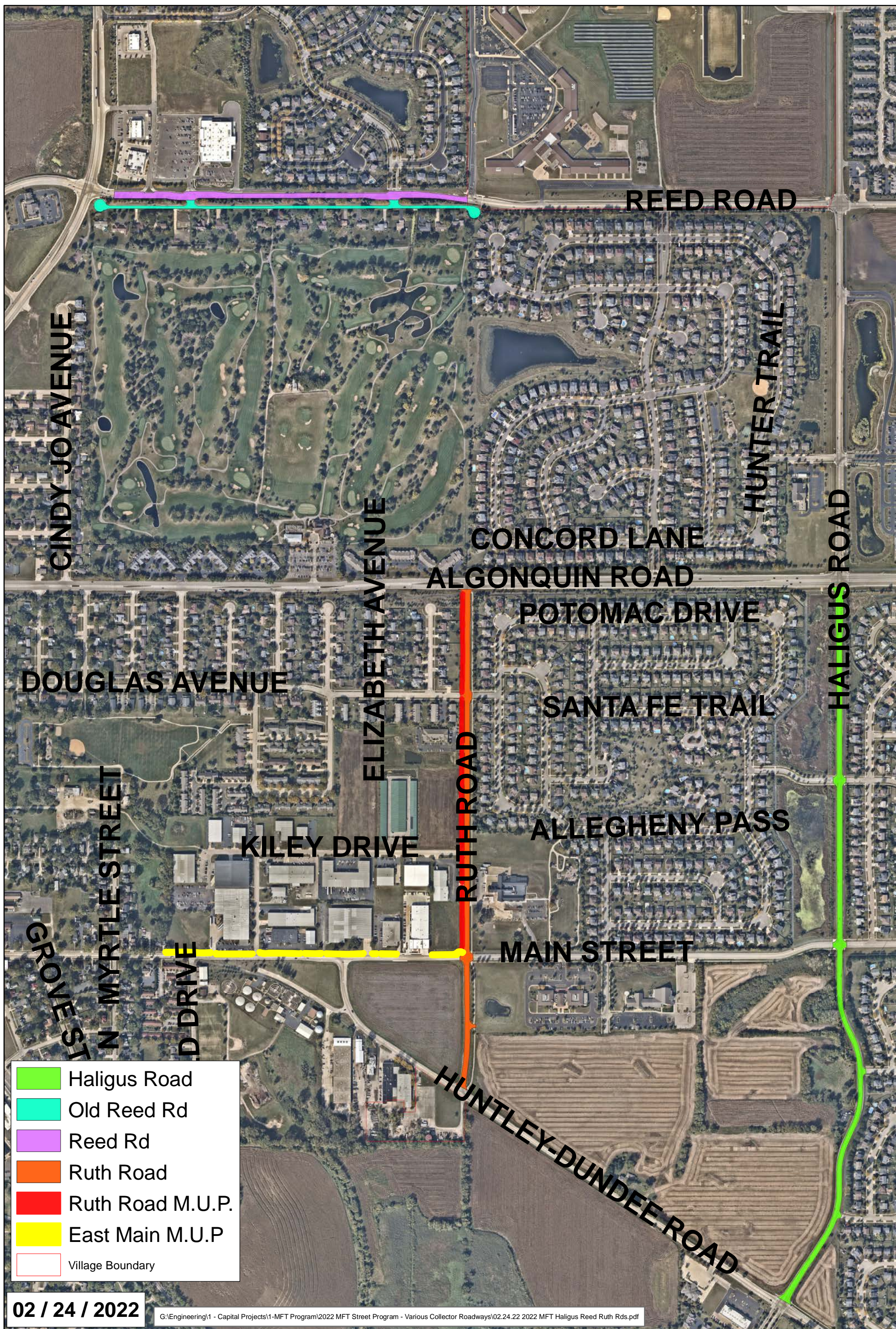
SUPPORTING DOCUMENTS

1. Project Location Exhibits
2. CBBEL Letter of Recommendation
3. Bid Tabulation Tables
4. Annual Street Improvement Program FY22 Cost Summary
5. Draft Resolutions



2022 STREET IMPROVEMENT PROGRAM

HALIGUS, REED, RUTH ROADS / RUTH RD AND MAIN ST M.U.P.s



- Haligus Road
- Old Reed Rd
- Reed Rd
- Ruth Road
- Ruth Road M.U.P.
- East Main M.U.P
- Village Boundary

02 / 24 / 2022



Village of Huntley GIS
Sun City NH 10 Curb Ramps

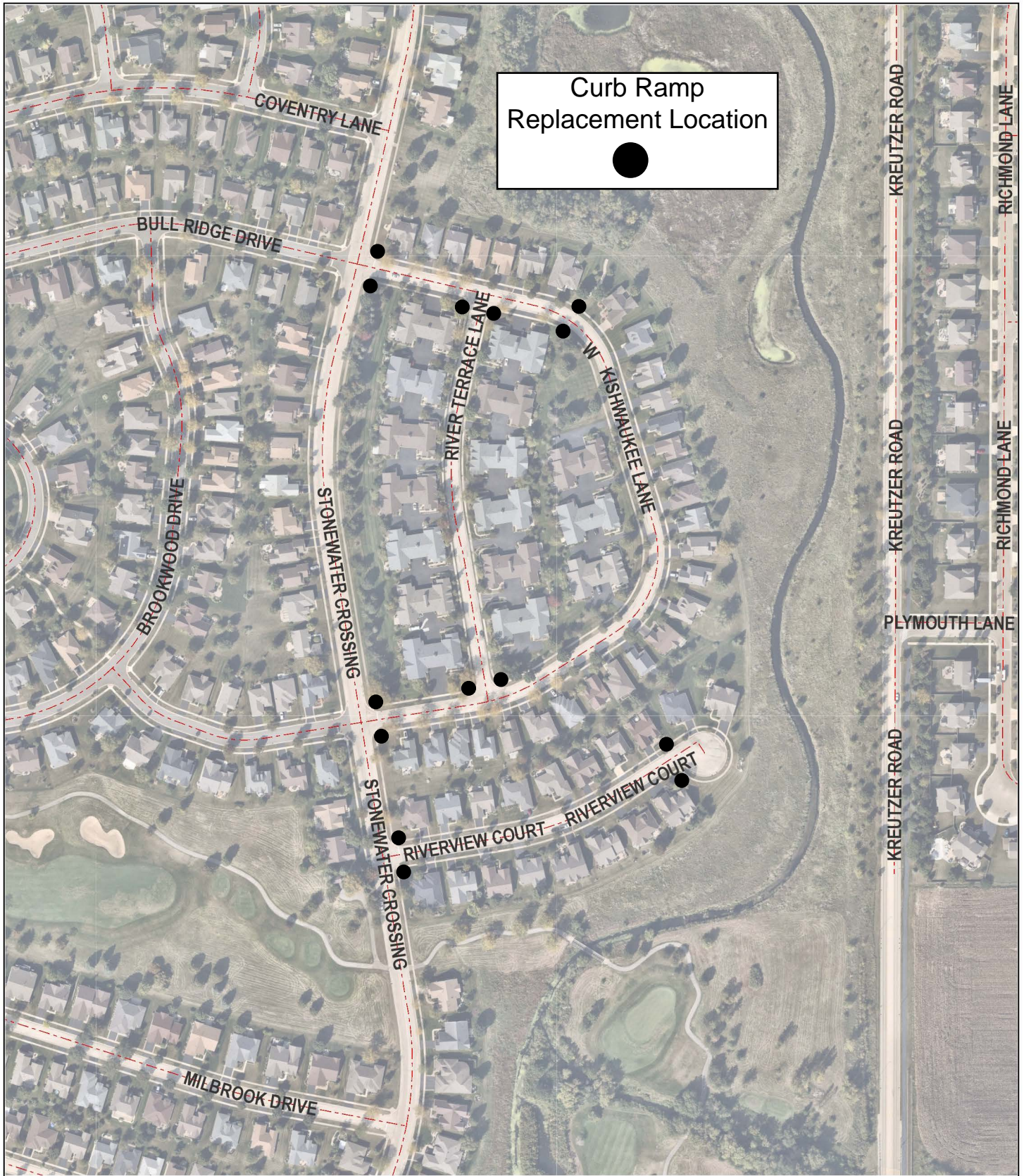
DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
(847)669-9600

SCALE: 1" = 294'

Print Date: 1/13/2022



Village of Huntley GIS
Sun City NH 13 Curb Ramps

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 294'

VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
(847)669-9600

Print Date: 1/13/2022



Village of Huntley GIS
Sun City NH 19 Curb Ramps

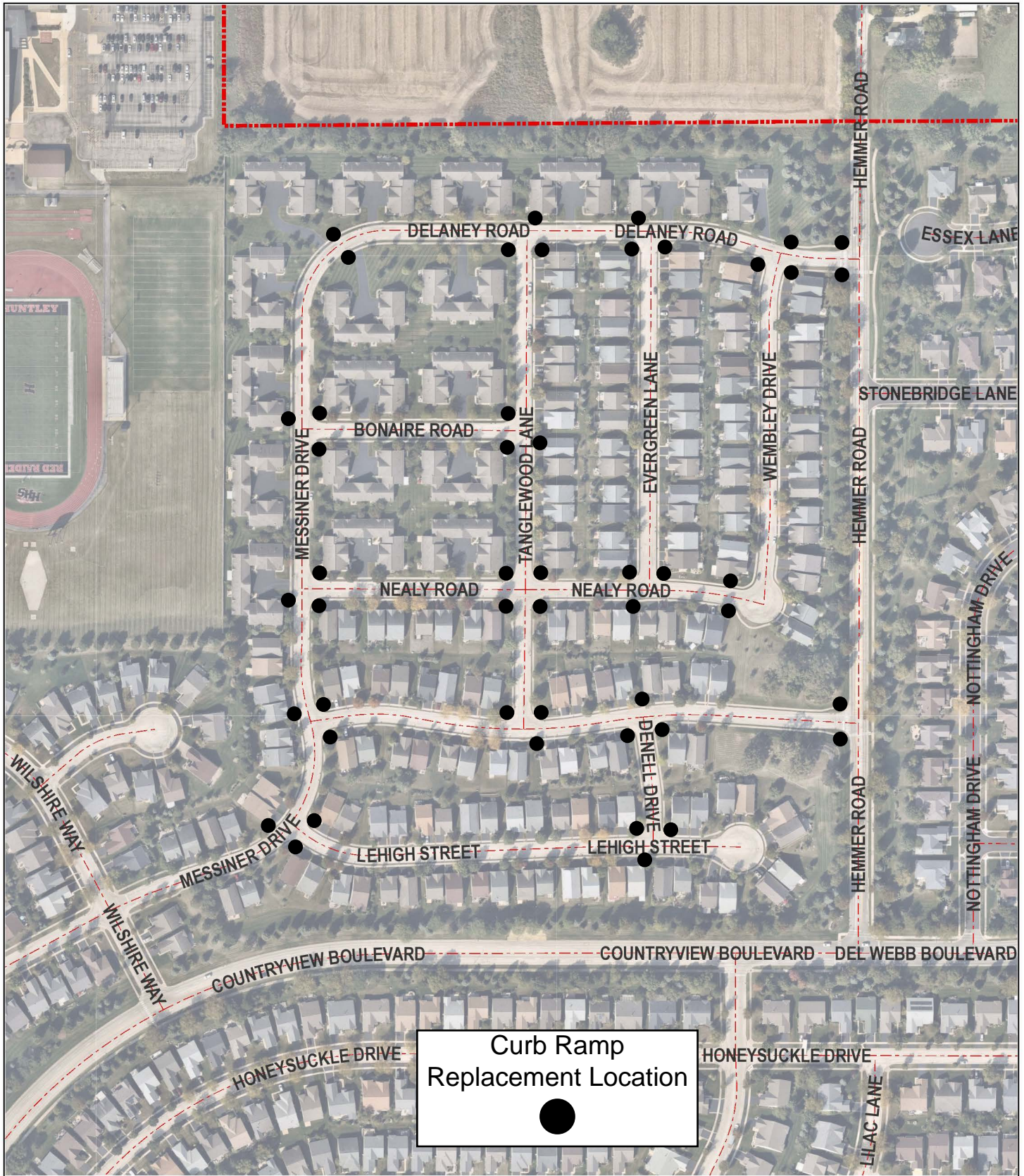
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VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
(847)669-9600

SCALE: 1" = 147'

Print Date: 1/13/2022



Village of Huntley GIS
 Sun City NH 23 & 38 Curb Ramps

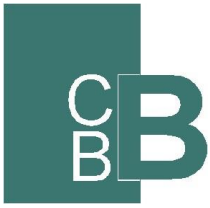
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VILLAGE OF HUNTLEY
 10987 Main Street
 Huntley, IL 60142
 (847)669-9600

SCALE: 1" = 294'

Print Date: 1/13/2022



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 28, 2022

Village of Huntley
10987 Main Street
Huntley, IL 60142

Attention: Mr. Tim Farrell, Director of Public Works & Engineering

Subject: **2022 MFT Street Program**
Section #22-00052-00-RS
(CBBEL Project No. 070103.00107)

Dear Mr. Farrell:

On Thursday, February 24, 2022, at 10:00 a.m., bids were received at the Village of Huntley Municipal Complex for the 2022 MFT Street Program. Our engineer's estimates for the project was \$1,971,909.75. Geske and Sons, Inc. Asphalt Paving was the low bidder with a bid amount of \$1,946,875.26. The bids have been reviewed and below is our engineer's estimate and the bid results:

Company Name	Base Bid Amount
Engineer's Estimate	\$1,971,909.75
Geske and Sons, Inc. Asphalt Paving	\$1,946,875.26
Curran Contracting Company	\$1,995,850.55
Arrow Road Construction Company	\$2,029,341.98
Plote Construction Inc.	\$2,034,181.70
J.A. Johnson Paving Co.	\$2,067,700.00
Peter Baker & Son Co	\$2,157,383.30

We recommend awarding the bid for the 2022 MFT Street Program to Geske and Sons, Inc. Asphalt Paving in the amount of \$1,946,875.26. Enclosed for your review is the project bid tabulation generated by CBBEL.

Sincerely,

Greg J. Sanders, PE
Senior Project Manager

cc: Jason Irvin, Village of Huntley

ANNUAL STREET IMPROVEMENT PROGRAM FY22 COST SUMMARY
Village of Huntley, IL

FY22 PROGRAM BUDGET	\$ 2,160,000.00
MFT Fund	\$ 1,500,000.00
Streets Improvement and Roads & Bridges	\$ 660,000.00
FY22 PROGRAM EXPENSES	\$ 2,156,875.26
FY23 Program Design Engineering (Budget)	\$ 70,000.00
FY22 Program Construction Engineering (Arterials/Collectors)	\$ 140,000.00
FY22 Construction Bid (Arterials/Collectors)	\$ 1,946,875.26
FY22 PROGRAM EXPENSES (OVER)/UNDER BUDGET	\$ 3,124.74
<hr/>	
TOTAL PROGRAM EXPENSES (Arterials/Collectors)	\$ 2,132,875.26
FY21 Program Design Engineering	\$ 46,000.00
FY22 Program Construction Engineering	\$ 140,000.00
FY22 Construction Bid	\$ 1,946,875.26
PROGRAM ENGINEERING AS % OF CONSTRUCTION (Arterials/Collectors)	10%



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original		22-00052-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Huntley Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Huntley of Huntley Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various	2.48	Various	Various	Various

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA Grinding and resurfacing with roadway base repairs for the rehabilitation of various municipal streets within the Village

2. That there is hereby appropriated the sum of One Million Five Hundred Thousand

\$1,500,000.00 Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rita McMahon Village Clerk in and for said Village

of Huntley in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Huntley at a meeting held on March 10, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11 day of March, 2021.

(SEAL)

Clerk Signature _____ Date _____

Approved

Regional Engineer _____ Date _____
Department of Transportation

**RESOLUTION AUTHORIZING A BID AWARD AND CONSTRUCTION CONTRACT
FOR THE VILLAGE OF HUNTLEY 2022 STREET IMPROVEMENT PROGRAM**

Geske and Sons, Inc.

Resolution (R)2022-03. __

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village of Huntley has received bids for the 2022 Street Improvement Program; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to award the bid and enter into a contract with the lowest, responsible bidder, Geske and Sons, Inc. for the 2022 Street Improvement Program in the Bid amount of \$1,946,875.26.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village Board hereby approves the bid award and execution of the Construction Contract and authorizes the Village President or Village Manager and Village Clerk to execute and attest, respectively, the construction contract with Geske and Sons, Inc.

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

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

Timothy J. Hoeft, Village President

ATTEST:

Rita, McMahan, Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration - A Resolution Approving a Proposal for Professional Construction Engineering Services for the 2022 MFT Street Improvement Program – Christopher B. Burke Engineering, Ltd in an Amount Not to Exceed \$140,000**

Department: **Public Works and Engineering – Administration and Engineering Division**

INTRODUCTION

The 2022 Street Improvement Program targets the resurfacing of three segments of arterial/collector roadways and one residential roadway comprised of approximately 60,000 square yards along approximately 2.5 centerline miles. A Proposal for Construction Engineering Services for the 2022 Motor Fuel Tax (MFT) Street Improvement Program has been received from Christopher B. Burke Engineering, Ltd. (CBBEL). Staff has reviewed the proposal and all is in order for Village Board consideration.

STAFF ANALYSIS

All pavement rehabilitation methods described below may include spot repairs to curb and gutter or ribbon curb (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at trip hazards, and ADA accessible ramps retrofits), any necessary structure adjustments, replacement of damaged public utility frames and lids in the parkway/roadway, installation of thermoplastic pavement markings and all turf grass restoration.

Reed Road – 3 Inch Grind & Overlay: The grind and overlay pavement remediation will include removing 3 inches of the existing hot-mix asphalt and resurfacing the roadway with 1.5 inches of new hot mix asphalt surface course and 1.5 inches of hot mix asphalt binder course. Base repairs will be performed using 9-Inch-deep Class D patching. Also included will be select HMA spot repairs to an existing multiuse path along Reed Road.

Haligus Road and Ruth Road – 2-3/4 Inch Grind & Overlay: The grind and overlay pavement remediation will include removing 2-3/4 inches of the existing hot-mix asphalt and resurfacing the roadway with 2 inches of new hot mix asphalt surface course and 3/4 inches of polymerized hot mix asphalt binder course. Base repairs will be performed using 11-Inch-deep deep Class D binder patching. Roadside ditch and parkway re-grading will be performed to improve drainage and restore poor areas of existing turf grasses. Also included will be select HMA spot repairs to an existing multiuse path along Haligus Road and partial reconstruction with widening of the existing asphalt multiuse path surface along Ruth Road.

Old Reed Road – 2.0 Inch Grind & Overlay: The grind and overlay pavement remediation will include removing 2.0 inches of the existing hot-mix asphalt and resurfacing the roadway with 2.0 inches of new hot mix asphalt surface course. Base repairs will be performed using 4-Inch-deep Class D patching.

The following work is also included in the 2022 Street Improvement Program:



VILLAGE OF HUNTLEY AGENDA SUMMARY

March 10, 2022
Village Board Meeting

The existing hot mix asphalt path along the north side of Main Street between Donald Drive and Ruth Road will be removed and replaced with PCC sidewalk. Replacement of existing HMA or PCC commercial driveways is also included with the work.

Sun City NH's 10, 13, 19, 23 & 38: Retrofitting of 91 ADA curb ramps within this area will include spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (ADA accessible curb ramps retrofits). See location maps for general areas.

Crack sealing consisting of routing and cleaning the mainline pavement and existing pavement edge where the surface course meets the face of the concrete curb and gutter and placing a rubberized sealant within the Covington Lakes Subdivision recently re-surfaced as part of the Village's 2021 MFT Street Program.

2022-2025 STRATEGIC PLAN ALIGNMENT

The Strategic Plan identifies *"Forward Looking Community"* as a strategic focus and the following goal: *"Management of Infrastructure Assets for Today and Tomorrow."* Pavement management is a form of asset management which seeks to optimize life-cycle costs of achieving and sustaining a desired target pavement condition.

FINANCIAL IMPACT

The FY22 Budget includes funding for the 2022 program in the amount of \$660,000.00 for engineering and partial construction costs from the Streets Improvements and Roads & Bridges Fund, 420-00-00-8001 and \$1,500,000.00 for partial construction costs from the MFT Fund, 460-00-00-8001.

LEGAL ANALYSIS

Not required.

ACTION REQUESTED

A motion of the Village Board to Authorize a Resolution Approving a Proposal for Professional Construction Engineering Services for the 2022 MFT Street Improvement Program – Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$140,000.

SUPPORTING DOCUMENTS

1. Professional Services Agreement
2. Draft Resolution



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 28, 2022

Village of Huntley
10987 Main Street
Huntley, IL 60142

Attention: Mr. Tim Farrell

Subject: Proposal for Professional Construction Observation Services for the 2022 MFT Street Program

Dear Mr. Farrell:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the Village of Huntley would like to rehabilitate three segments of collector roadways within the Village and one residential roadway segment, replace the existing asphalt sidewalk on Main Street between Donald Drive and Ruth Road, perform concrete repairs consisting primarily of retrofitting curb ramps to ADA standards within multiple Del Webb Sun City neighborhoods using MFT and/or local funds for construction in the year 2022 dependent on budgetary considerations and results of cost estimates developed as part of this assignment.

Roadway Rehabilitation

Street Name	Limits	Method of Pavement Rehabilitation	Length (ft)	Area (sy)
Collector Roadways				
Haligus Road	Algonquin Rd to Huntley-Dundee Rd	2.75" Grind & Overlay	4,700	23,700
Ruth Road	Algonquin Rd to Huntley-Dundee Rd	2.75" Grind & Overlay	3,400	16,000
Reed Road	Route 47 to LITHs Limits	3" Grind & Overlay	2,500	12,200
Residential Roadways				
Old Reed Road	Cul de Sac to Cul de Sac	2" Grind & Overlay	2,500	7,700

Total = 13,100 59,600

The collector roadway rehabilitation method will include spot repairs to the curb and gutter or ribbon curb (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at trip hazards not addressed as part of the Village’s sidewalk grinding program, and ADA accessible ramps retrofits). Also included would be any necessary structure adjustments, replacement of damaged public utility frames and lids in the roadway, and re-establishing positive drainage within the existing swales along Haligus and Ruh Roads. All thermoplastic pavement markings will be replaced and all midblock crosswalk locations will be replaced with high visibility pavement markings. The existing 7 ft. wide HMA multiuse path along the west side of Ruth Road will be partially reconstructed and widened to an 8 ft. wide HMA multiuse path. All areas of disturbance will be restored with topsoil, seeding and erosion control blanket.

Main Street HMA Sidewalk Replacement

The existing 6’ wide HMA multiuse path along the north side of Ruth Road from Donald Drive to Ruth Road will be partially reconstructed to a 6 ft. wide PCC sidewalk. The existing HMA path will be removed to a depth of 5 inches to accommodate a new PCC sidewalk along with the installation of ADA curb ramps at Main Street and Bakley Drive. The existing commercial driveways the existing path intersects will be replaced with new PCC driveway approaches. All areas of disturbance will be restored with topsoil, seeding and erosion control blanket.

Del Webb Sun City Neighborhood Concrete Repairs & ADA Ramp Retrofits

Neighborhood	Number of ADA Ramps
Del Webb Sun City Concrete	
NH 10	20
NH 13	14
NH19	9
NH 23	33
NH 38	15

Total = 91

The Del Webb Sun City concrete repairs will include spot repairs to the curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at ADA accessible ramps retrofits). Also included would be any necessary structure adjustments, replacement of damaged public utility frames and lids in the curb and gutter or sidewalk. All areas of disturbance will be restored with topsoil, seeding and netless erosion control blanket.

COVINGTON LAKES SUBDIVISION CRACK FILLING

The crack routing and filling the existing HMA edges of pavement constructed previously as part of the 2021 MFT Street Program as well as Jamestown Drive within the Covington Lakes Subdivision.

SCOPE OF SERVICES

Task 1 – Preconstruction Services:

- CBBEL will coordinate and attend a pre-construction conference with the Contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution.
- 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. If we have not previously worked with a proposed sub-contractor, CBBEL will make every effort to check references.
- Review the construction schedule submitted by the Contractor for compliance with the contract. CBBEL will review the schedule in relation to any milestone dates in the specifications. CBBEL will review the constructability of the Contractor's plan to ensure work is being completed in a logical sequence.
- Review the Contractor's submitted schedule for compliance with the specifications and request revisions to the schedule by the Contractor as necessary.
- CBBEL shall document all existing conditions with videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions. Digital pictures will be taken at individual residential driveway location for those which concrete removal and replacement work is being proposed.
- CBBEL will review submittals from the Contractor for conformance with the plans and specifications.

Task 2 – Construction Observation: CBBEL will provide up to one full-time Resident Engineer for the duration of the 2022 MFT Street Program scope of work detailed above. Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Review construction notices with the Contractor and record the dates and addresses of notices distributed by the Contractor to individual residential properties.
- Be present when made aware by the Contractor that the Contractor is performing work on the project.
- Assist Contractors in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions,

list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.

- Prepare payment requisitions and change orders for the Village’s approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward documents with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Act as “Resident Engineer” with respect to IDOT.

Task 3 – IDOT Quality Assurance Material Inspection: CBBEL will provide material inspection services through our sub-consultant Rubino Engineering Inc. (Rubino) of Elgin, IL. Rubino will complete the Quality Assurance (QA) material testing for concrete and asphalt at the site and QA testing at the plants in accordance with IDOT quality assurance material testing requirements. **There will be no mark-ups on the material testing subconsultant’s invoices.**

Task 4 – Post Construction Services: CBBEL will perform the following tasks once construction is complete:

- Once Contractor has fulfilled all obligations, prepare a final pay request for the Village’s approval.
- Prepare final paperwork documentation required by IDOT in accordance with the Bureau of Local Roads Manual.

ESTIMATE OF FEE

Task	Task Description	Estimated Fee
1	Preconstruction Services	\$10,000.00
2	Construction Observation	\$104,447.00
3	IDOT Quality Assurance Material Inspection	\$17,553.00
4	Post Construction Services	\$8,000.00
Total		\$140,000.00

CBBEL estimates \$140,000 for the tasks described above. The estimated fee will be billed to the Village on a time and materials basis, not to exceed the aforementioned total. All work performed under this proposal will be in accordance with our Master Agreement for Village Engineering Services.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor’s responsibility under the contract for construction.

If this proposal meets with your approval, please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF HUNTLEY:

BY: _____

TITLE: _____

DATE: _____

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**RESOLUTION APPROVING A PROPOSAL FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR THE 2022 MFT STREET IMPROVEMENT PROGRAM**

Christopher B. Burke Engineering, Ltd.

Resolution (R)2022-03. __

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the Village of Huntley has received a proposal for Professional Construction Engineering Services, dated February 28, 2022 from Christopher B. Burke Engineering, Ltd. for the 2022 MFT Street Improvement Program that includes project engineering consisting of resident engineering and construction observation services; and

WHEREAS, the approved Village FY22 Budget includes funding for the 2022 program of \$660,000.00 through the Streets Improvements and Road & Bridges Fund and \$1,500,000.00 through the MFT Fund; and

WHEREAS, the Village of Huntley has reviewed the proposal submitted and has determined that it is in the best interest to enter into a contract with Christopher B. Burke Engineering, Ltd.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley hereby approves the execution of the Proposal for Professional Construction Engineering Services contract, dated February 28, 2022 from Christopher B. Burke Engineering, Ltd. for the 2022 MFT Street Improvement Program in the form attached hereto and copy of which is incorporated herein and authorizes the Village President and Village Clerk to execute said proposal with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$140,000.

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

SECTION III: All resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March, 2022.

APPROVED:

ATTEST:

Timothy J. Hoeft, Village President

Rita McMahan, Village Clerk



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

Agenda Item: **Consideration – An Ordinance Amending the Huntley Code of Ordinances – Title XI Business Regulations, Chapter 110 Alcoholic Beverages to Create a Class “D-1” Liquor License Classification to Allow for the Retail Sale of Beer and Wine in the Sealed Original Package at Businesses Engaged in the Sale of Gasoline or Gasoline-Related Products**

Department: **Village Manager’s Office**

INTRODUCTION

The Village of Huntley regulates the sale of alcoholic beverages through its Liquor Control Ordinance in Title XI, Business Regulations, Chapter 110 Alcoholic Beverages, Video Gaming and Electronic Sweepstakes Machines. On January 27th, the Village Board approved Resolution (R)2022-01.06 directing the Village Attorney to prepare a draft code amendment to allow for the issuance of liquor licenses to gasoline stations for the sale of packaged beer and wine off-premises.

STAFF ANALYSIS

A new Class “D-1” license is proposed to accommodate the sale of packaged beer and wine at gas stations only. Hours for sale of alcohol are proposed to start no earlier than 7:00 a.m. and end no later than 12:00 a.m. (midnight). The license fee is proposed to be \$1,500, the same as other Class D liquor licenses. The new license class does not allow for any on-site service or consumption of any kind (i.e. no sampling events). Issuance of a new Class “D-1” license does not create any opportunity for video gaming at a gas station. The proposed hours for sale of alcohol are 7:00 a.m. to midnight daily. Three of the four gas stations in the Village currently operate 24 hours a day, with the fourth closing at 11:00 p.m.

The Class “D-1” proposed amendment language for Chapter 110 of the Code of Ordinances was prepared by the Village Attorney as outlined in bold below:

§ 110.09 CLOSING TIME

(A) It shall be unlawful to sell or offer for sale, at retail or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 1:00 am and 6:00 am of any Monday, Tuesday, Wednesday, Thursday, or Friday, and between the hours of 2:00 am and 6:00 am of any Saturday; and between the hours of 2:00 a.m. and 9:00 a.m. of any Sunday. Provided, however, that in the event that any Monday, Tuesday, Wednesday, Thursday or Friday shall be a legal holiday, with the exception of “Good Friday,” then the same hours shall apply as if such day were a Saturday. In the event that a New Year’s Eve shall fall on a Sunday closing time shall be 2:00 a.m. on Monday.

(B) Class “D” licensed premises shall not be allowed to operate between the hours of 2:00 a.m. and 7:00 a.m. of any Sunday.

(C) Class “D-1” licensed premises shall not be allowed to operate between the hours of 12:00 a.m. and 7:00 a.m. Sunday through Saturday.



**VILLAGE OF HUNTLEY
AGENDA SUMMARY**

March 10, 2022
Village Board Meeting

(D) It shall be unlawful to keep open for business or to admit the public at any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of such liquor is prohibited. Provided that in the case of restaurants, clubs, drug stores, gasoline stations, and hotels, such establishments may be kept open, but no alcoholic liquor may be sold to or consumed by the public during the hours prohibited.

§ 110.23 CLASSIFICATION AND FEES

(A) There shall be ~~eleven~~ **twelve** classes of licenses:

(4.1) Class “D-1.” Class “D-1,” which shall only permit the retail sale of beer and wine in sealed original packages, and not for consumption on the premises where sold. A Class D-1 license shall be issued only to a business that is engaged in the sale of gasoline and gasoline related products and that does not hold any other class of liquor license issued by the Village for the same premises. The holder of a Class “D-1” license shall not be permitted to conduct any form of alcoholic beverage sampling or tasting events on the premises. The annual fee for a Class “D-1” license shall be \$1,500.

§ 110.24 LIMITATION ON LICENSES

(D.1) There shall be zero Class “D-1” licenses in the corporate limits of the Village at this time.

FINANCIAL IMPACT

The annual fee of \$1,500 is the cost for a Class “D-1” liquor license and must be paid at time of application.

LEGAL ANALYSIS

The Village Attorney prepared the code amendment and all is in order for Village Board consideration.

ACTION REQUESTED

A motion of the Village Board to approve an Ordinance amending the Huntley Code of Ordinances – Title XI, Business Regulations, Chapter 110 Alcoholic Beverages to Create a Class “D-1” Liquor License Classification to Allow for the Retail Sale of Beer and Wine in the Sealed Original Package at Businesses Engaged in the Sale of Gasoline or Gasoline-Related Products.

SUPPORTING DOCUMENTS

1. Draft Ordinance

**AN ORDINANCE AMENDING SECTIONS 110.09, 110.23, AND 110.24
OF THE HUNTLEY CODE REGARDING RETAIL SALES
OF PACKAGED BEER AND WINE AT GASOLINE STATIONS**

Ordinance (O)2022-03.***

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, Title XI, Chapter 110 of the Huntley Code ("**Code**") regulates the retail sale of alcoholic beverages within the Village; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to modify the Village's liquor control regulations to create a new annual liquor license classification authorizing retail sales of packaged beer and wine for off-premises consumption only at a business engaged in the sale of gasoline and gasoline-related products, subject to certain conditions and limitations;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The foregoing recitals are incorporated into this Ordinance as if fully set forth in this section.

SECTION II: Section 110.09, entitled "Closing Time" of Chapter 110, entitled "Alcoholic Beverages, Video Gaming & Electronic Sweepstakes Machines" of Title XI, entitled "Business Regulations" of the Code is hereby amended in part, as follows:

§ 110.09 CLOSING TIME

(A) It shall be unlawful to sell or offer for sale, at retail or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 1:00 am and 6:00 am of any Monday, Tuesday, Wednesday, Thursday, or Friday, and between the hours of 2:00 am and 6:00 am of any Saturday; and between the hours of 2:00 a.m. and 9:00 a.m. of any Sunday. Provided, however, that in the event that any Monday, Tuesday, Wednesday, Thursday or Friday shall be a legal holiday, with the exception of "Good Friday," then the same hours shall apply as if such day were a Saturday. In the event that a New Year's Eve shall fall on a Sunday closing time shall be 2:00 a.m. on Monday.

(B) Class "D" licensed premises shall not be allowed to operate between the hours of 2:00 a.m. and 7:00 a.m. of any Sunday.

(C) Class “D-1” licensed premises shall not be allowed to operate between the hours of 12:00 a.m. and 7:00 a.m. Sunday through Saturday.

(D) It shall be unlawful to keep open for business or to admit the public at any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of such liquor is prohibited. Provided that in the case of restaurants, clubs, drug stores, **gasoline stations**, and hotels, such establishments may be kept open, but no alcoholic liquor may be sold to or consumed by the public during the hours prohibited

SECTION III: Section 110.23, entitled “Classification and Fees” of Chapter 110, entitled “Alcoholic Beverages, Video Gaming & Electronic Sweepstakes Machines” of Title XI, entitled “Business Regulations” of the Code is hereby amended in part, as follows:

§ 110.23 CLASSIFICATION AND FEES

(A) There shall be ~~eleven~~ **twelve** classes of licenses:

* * *

(4.1) Class “D-1.” Class “D-1,” which shall only permit the retail sale of beer and wine in sealed original packages, and not for consumption on the premises where sold. A Class D-1 license shall be issued only to a business that is engaged in the sale of gasoline and gasoline related products and that does not hold any other class of liquor license issued by the Village for the same premises. The holder of a Class “D-1” license shall not be permitted to conduct any form of alcoholic beverage sampling or tasting events on the premises. The annual fee for a Class “D-1” license shall be \$1,500.

SECTION IV: Section 110.24, entitled “Limitation on Licenses” of Chapter 110, entitled “Alcoholic Beverages and Video Gaming & Electronic Sweepstakes Machines,” of Title XI, entitled “Business Regulations” of the Code is hereby amended in part, as follows:

§ 110.24 LIMITATION ON LICENSES

* * *

(D.1) There shall be zero Class “D-1” licenses in the corporate limits of the Village at this time.

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

SECTION VI: All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of March 2022.

APPROVED:

ATTEST:

Timothy J. Hoeft, Village President

Rita McMahon, Village Clerk

DRAFT