



**COMMITTEE OF THE WHOLE MEETING  
MONDAY, MARCH 20, 2017  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.  
(Immediately following the Village Board Meeting)**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**DISCUSSION**

1. Randall Crossing P.U.D. Map Amendment
2. Water Permit Process
3. Community Sign
4. Budget Overview

**EXECUTIVE SESSION**

1. Review Executive Session Minutes dated: 11/7/2016; 11/21/2016 Session I; 2/6/2017 Session I; 2/6/2017 Session II

**ADJOURN**

Initials 

---

## VILLAGE OF NORTH AURORA BOARD REPORT

---

**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** ANNEXATION AGREEMENT AMENDMENT: RANDALL HIGHLANDS  
**AGENDA:** 4/3/2017 COMMITTEE OF THE WHOLE MEETING

---

### DISCUSSION

The petitioner is proposing to develop 7.68 acres in the Randall Highlands development with a three-story/64-room hotel and 40 townhome units.

Ordinance #05-06-27-01 approved the Annexation Agreement for the Randall Highlands Development. In order to facilitate the proposed development, there are four (4) items needing to be addressed as part of the Randall Highlands Annexation Agreement, which are as follows:

#### **Planned Unit Development Amendment**

The subject property is located in the B-2 General Business District and has already been granted a special use for a general commercial planned unit development. Ordinance No. 05-06-27-03, approved June 27, 2005, granted a special use as a multi-district mixed use PUD known as the Randall Highlands development.

The petitioner is requesting deviations to the height of the hotel, landscape island spacing on the hotel property, building setbacks for two of the townhome buildings, separation between three of the townhome buildings and a temporary signage package.

Such approvals would require a formal amendment to the original planned unit development, as a major change to the planned development. The original PUD was created as a special use, which requires any amendment to the PUD be conducted through the special use process. The Plan Commission reviewed the requested deviations at their March 7, 2017 and recommended approval of the major change to the planned development (special use), subject to the conditions below. Staff notes that the italicized conditions were added by the Plan Commission.

1. Approval of the Map Amendment, to establish the westerly 3.41 acres ('Lot D') as R-3 General Residence District, shall be contingent upon the approval of the Special Use to allow the deviations needed for the hotel development.
2. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.
3. For Lots A & C, wall signage shall be prohibited on the western building elevations.
4. The petitioner shall be responsible for completing the necessary platting to establish the subdivided lots as lots of record, prior to building permit issuance.

5. All street lighting shall be of a consistent design with the surrounding properties and shall be subject to approval by the Community and Economic Development Director.
6. Any modification or intensification that alters the essential character or operation of the use in a way not approved at the time the special use was granted shall require new special use approval.
7. *The westerly 3.41 acres shall be and hereby is zoned R-3 General Multi-Family Zoning District, provided that, if a valid and complete application for building permit is not submitted within one (1) year from the effective date of this Ordinance, the zoning shall lapse back to B-2 General Business District.*
8. *The hotel wall sign coloration shall match the neutral earth tones of the hotel and surrounding businesses.*

#### **Map Amendment**

The petitioner is also requesting a formal map amendment ('rezoning') to establish the westerly 3.41 acres (Lot D) as R-3 General Residence District to accommodate the development of the forty (40) townhome units. The Plan Commission reviewed the requested map amendment at their March 7, 2017 and recommended approval.

#### **Site Plan Approval**

Per Section 17.4.4(B) of the Zoning Ordinance, site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved. Standards for site plan review are established in Chapter 4.4 - Site Plan Review of the North Aurora Zoning Ordinance; however, the Randall Highlands Annexation Agreement establishes a set of site development standards. Both staff and the Plan Commission found that the petition meets the applicable site plan standards.

#### **General Annexation Agreement Amendments**

The petitioner is seeking to file an amendment to the Randall Highlands Annexation Agreement to reduce the traffic impact fee and eliminate the water connection fee *for the hotel development only*. The impact fees, established in the Annexation Agreement, require \$3 per square foot for the traffic impact fee. The petitioner has formally requested to reduce the traffic impact fee to \$1 per square foot. As the proposed hotel would be roughly 30,000 square feet, the traffic impact fee would be reduced to \$30,000. *Please see the developer's Economic Incentive Request for additional background information.*

The Water connection fee is a code-based fee and it is estimated that the hotel will require either a 3" or 4" water connection. The 3" water connection fee is \$10,765 and a 4" connection fee is \$20,990. Staff notes that the final connection size determination will depend on the total plumbing fixture count and fixture type. *Please see the developer's Economic Incentive Request for additional background information.*

In consideration of the requested fee reduction, the total reduction would be an estimated \$70,765 for a 3" connection, and if a 4" connection is required, a total fee reduction would be \$80,990.

In order to assist with a hotel development at Orchard Commerce Center, the Village Board approved Ordinance #14-08-04-01 on August 4, 2014, which reduced certain impacts fees for the proposed Fairfield Marriott. A total fee reduction of \$90,000 was approved and included a reduction to the traffic impact fee, sewer connection fee and water connection fee.

There have been a couple of issues that have been continually discussed as part of the proposed project in conjunction with the Randall Highlands/Randall Crossing development:

#### Project Phasing

As the westerly 3.41 acres is subject to rezoning, in order to accommodate the townhome development, there have been concerns that the townhomes could be developed without the construction of the hotel. In order to ensure that the townhomes are not constructed without the hotel development, Conditions #1 & #2 could be included in the Annexation Agreement.

#### Owner's Association

The original Annexation Agreement for the Randall Highlands required that owners associations be established for the single-family, townhomes and commercial developments. The commercial owners association was established in 2007 and was later dissolved in 2011. Since then, there have been issues regarding general maintenance of the commercial area. Snow mediation has been an issue and the Village stepped in to apply the final surfacing of Kilbery before the course surface needed to be replaced as well. Condition #3 requires that the owners association be reestablished for the commercial area.

#### Conditions:

- 1) Excavation of the North Aurora Lodging Property, Parcels 12-32-403-009 and 12-32-403-007, for the townhome development shall not commence until excavation of the North Aurora Lodging Property, Parcel 12-32-327-006, and the Decade Property for the hotel development has commenced.
- 2) The building permit for the North Aurora Lodging Property, Parcels 12-32-403-009; 12-32-403-007, for the townhome development shall not be issued until the building permit for the North Aurora Lodging Property, Parcel 12-32-327-006, and the Decade Property for the hotel development has been issued.
- 3) The Randall Crossing Commercial Subdivision Owners Association that was incorporated January 18, 2007, and dissolved involuntarily on May 19, 2011, shall be reinstated and the Declaration of Protective Covenants, Conditions Restrictions and Easements for Randall Crossing Commercial Subdivision dated October 20, 2006, and recorded October 24, 2006, as document No. 2006K116342, as amended to be consistent with the Annexation Agreement as amended, shall be enforced by the reestablishment of the Randall Crossing Commercial Subdivision Owners Association governed by the various owners of the properties in the Randall Crossing Commercial Development consistent therewith.

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION  
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR**

**GENERAL INFORMATION**

**Meeting Date:** March 7, 2017

**Petition Number:** #17-04

**Petitioner:** Ed Roberts

**Requests:** 1) Special Use - Major Change to a Planned Unit Development with deviations 2) Map Amendment 3) Site Plan Approval

**Parcel Number(s):** 12-32-403-009; 12-32-403-005; 12-32-403-007; 12-32-327-005; & 12-32-327-006

**Size:** 7.86 acres

**Current Zoning:** B-2 General Business District PUD

**Contiguous Zoning:** North: B-2 General Business District PUD, South: R-3 General Residence District PUD East: B-2 General Business District PUD West: R-3 General Residence District PUD

**Current Land Use:** Vacant Land

**Comprehensive Plan Designation:** 'Regional Commercial'



**BACKGROUND**

Ordinance No. 05-06-27-03, approved June 27, 2005, granted a special use as a multi-district mixed use PUD known as the Randall Highlands development. The development is comprised of a combination of commercial (B-2 General Business District), townhome (R-3 General Residence District) and single-family (R-1 Single Family Residence District) uses. For clarification purposes, 'Randall Highlands' refers to the single-family and townhome portion of the development and 'Randall Crossing' generally refers to the commercial areas.

On May 4, 2015, Next Generation Development LLC, developers of the Randall Highlands townhomes, presented a concept plan to the Village Board that included an additional 74 townhome units conceptually being built on the subject 7.8 acres of land. The concept plan received mixed

reviews – some Board members suggesting that the property remain commercially-entitled in perpetuity while others believed that the additional townhomes could be beneficial to the Village.

Per the direction of the Village Board, the *property owners* later presented a new concept plan before the Village Board on December 7, 2015, which refocused their efforts towards obtaining a greater share of commercial interest in the property. That concept plan included a four-story/104-room hotel, a 9,000 square foot banquet facility and 40 townhome units on the 7.8 acres. According to the property owners, the exterior façade was to be identical to the townhome units located west of Comiskey Avenue and would also include a mixture of 4-unit and 6-unit buildings.

The previous concept plan included a Best Western concept boutique hotel. The cost of that project exceeded expectations and the property owners have now been discussing the hotel portion of the site with My Place Hotels of America. My Place operates nationally and is suited to both short and long term rental. This proposed development remains similar to the last, with two exceptions -- a three-story/64-room hotel, as opposed to a four-story/104-room and restaurant pad site where the banquet facility was to go. Staff notes that there are no immediate plans to develop either restaurant site at this time.

Staff notes that both hotels and restaurants are classified as a permitted use in the B-2 District and the Randall Highlands PUD. While the Board was favorable towards a four-story hotel concept, staff notes that the building height exceeds the thirty-five (35) foot height limitation required of the Zoning Ordinance and PUD.

On November 21, 2016 the property owners again solicited the Village Board for feedback on, what is essentially, the development plan currently being proposed. The Village Board was supportive of the plan and did not have any additional comments or suggestions.

### **COMPREHENSIVE PLAN**

The 2015 Comprehensive Plan provides a 'Regional Commercial' designation for the subject site. Staff notes that a subarea plan for the Randall Highlands area was not conducted as part of the Comprehensive Plan. However, the West Gateway Subarea Plan, which is located one half-mile to the west of Randall Highlands was included in the Comprehensive Plan. Staff believes that an integral element of the West Gateway Subarea Plan could also be applied to the Randall Highlands development: *higher density residential uses should separate active commercial areas from the Village's quiet single-family neighborhoods and provide dense population to support planned commercial uses.*

### **REQUESTED ACTIONS**

#### ***Special Use – Major Change to a Planned Unit Development with deviations***

According to the Randall Highlands Annexation Agreement, any change to the development of the property, which requires a formal amendment to the Annexation Agreement through a public hearing, shall be considered a 'major change' to the development. Major changes must be approved by the Village Board after such hearing and recommendation by the Plan Commission. The PUD Ordinance (No. 05-06-27-03) is part of the Annexation Agreement; therefore, deviations to the PUD are considered an amendment to the Annexation Agreement. Further, the original PUD was created as a special use, which requires any amendment to the PUD be conducted through the special use process.

Staff conducted a zoning analysis of the proposed development and found the following items to be inconsistent with the PUD requirements, thus initiating a major change to the PUD:

#### Building Height - Hotel

The PUD establishes a maximum building height of 35 feet, which corresponds with the maximum building height of 35 feet (and no more than three stories) required of the underlying B-2 General Business District. The proposed three-story hotel will maintain a height of 35'10"; therefore, deviation is needed for the additional ten (10) inches in height.

#### Landscape Islands – Hotel Property

Section 14.9 of the Zoning Ordinance requires that one parking lot island be provided between every ten (10) parking spaces within the interior parking lot. The petitioner is request to allow *maximum* of one parking lot island per 16 spaces maximum.

The submitted site plan design includes landscape islands at a maximum spacing of 16 spaces, which is located within the existing parking area on the proposed hotel site. According to an illustration provided by the petitioner, the proposed site plan parking lot island spacing is consistent with the surrounding Randall Crossing development parking lot design. Staff has reviewed this information and confirms its accuracy.

#### Building Setbacks – Townhomes

If approved, the accompanying map amendment would apply the R-3 General Residence District yard and bulk regulations. The minimum front yard setback for residential uses in the R-3 District is twenty-five (25) feet. According to the submitted plan site plan, Building #4 would have a minimum setback of 19'2" from the southern property line.

The minimum side yard setback for residential uses in the R-3 District is ten (10) feet. The southwest corner of Building #3 would be 4'10" from the southern property line.

Staff notes that Building #3 and Building #4 both abut an existing storm water basin located directly south; as such, the areas requiring a setback reduction would not be located to any adjacent structures.

#### Building Separation - Townhomes

Section 11.2.A.3.b of the Zoning Ordinance requires a separation of twenty (20) feet between sidewalls among rows of townhouse developments. The submitted plans indicate that the separations between buildings 1, 2 & 3 would be seventeen (17) feet, which is below the required twenty (20) feet.

Staff notes that the slight reduction in separation is needed to accommodate housing for fire access control panels. According to the petitioner, the access closet is a heated room; 4'-4" wide with a 3' door and approximately 8' high for the use of housing the fire suppression system.

#### Signage

The PUD only makes a generic reference to signage: *The Developer shall be allowed suitable signage in conformance with the Village's Sign Ordinance in force at the time that the Owner applies for permits to begin construction on any phase.*

*Permanent Signage – Commercial Properties (Lots A & C)*

The petitioner is requesting two (2) permanent signs; one (1) at each entrance that are to be maximum 10' tall x 12' wide. One to be located on Lot C and one to be located on Lot A each within the landscape islands.

*Permanent Signage - Townhome Property (Lot D)*

The petitioner is requesting two (2) permanent signs; one (1) at each entrance of Lot D which will match the size and be of similar materials of the existing sign located at the northwest corner of Ritter Street and Comiskey Ave.

*Temporary Signage - Townhome Property (Lot D)*

In order to market the proposed residential townhome units, the petitioner is requesting a three-month time period to have discretion to display temporary on-site signage. This concept is similar to the grand opening signage afforded to new businesses, with the exception of the time display period. Staff notes that businesses are afforded a one-month cycle. The proposed display time would afford the petitioner the additional time to work through the leasing cycle. Once the three-month period ends, any temporary signage would be subject to the Sign Ordinance provisions. The proposed temporary signage for the townhome development is as follows:

*Within the residential area and within the first three months of leasing, temporary on-site sign usage, without restriction, shall include but not necessarily be limited to, banners, flags, and other means to advertise the opening of the operation, subject to the approval of the Community and Economic Development Director and limitations imposed for the protection of the public health, safety and welfare. No permit fee shall be required for such temporary advertising, and all signs that would otherwise be non-conforming must be removed promptly when the three-month period ends.*

***Map Amendment***

The Randall Highlands Annexation Agreement established the subject properties as B-2 General Business District. The petitioner is requesting a formal map amendment ('rezoning') to establish the westerly 3.41 acres (Lot D) as R-3 General Residence District to accommodate the development of the forty (40) townhome units. This course of action was recommended by the Village, as opposed to including the townhome use as a use exception in the current B-2 General Business District. As the townhome development is considered an extension of the existing townhome development to the west, (across Comiskey Ave) maintaining consistent zoning with the adjacent land use is preferred.

***Site Plan Approval***

Per Section 17.4.4(B) of the Zoning Ordinance, site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

Standards for site plan review are established in Chapter 4.4 - Site Plan Review of the North Aurora Zoning Ordinance; however, the Annexation Agreement establishes a set of site development standards as outlined below:

*Compliance: Final site plan is in compliance with the terms of this PUD Ordinance.*



*Circulation: The traffic circulation for the one or more lots is deemed adequate for the use contemplated for such one or more lots.*

*Pedestrian Pathways: Pedestrian pathways within such lots are approved as adequate for the use contemplated for such one or more lots.*

*Site Plan Engineering: The Village Engineer must approve the final engineering within the area to be developed within the Site Plan to be submitted.*

*Site Plan Landscaping: Approval by the Village Administrator that the parking lot and foundation landscaping proposed for the area within the Final Site Plan is in compliance with the Village Ordinances existing as of the date hereof, it being acknowledged that in addition, the landscaping depicted on the General Landscape Plan which is located within the development area of the proposed Final Site Plan shall also be installed concurrently with development of the development area within the proposed Final Site Plan.*

*Signage: The Developer shall be allowed suitable signage in conformance with the Village's Sign Ordinance in force at the time the Owner applies for permits to begin construction on any phase.*

## **FINDINGS**

Staff finds that the proposed special use, map amendment and site plan meets the applicable standards set forth in the Zoning Ordinance and PUD. Should the Plan Commission elect to approve the requests, staff recommends that the Plan Commission make a motion to include the following conditions:

1. Approval of the Map Amendment, to establish the westerly 3.41 acres ('Lot D') as R-3 General Residence District, shall be contingent upon the approval of the Special Use to allow the deviations needed for the hotel development.
2. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.
3. For Lots A & C, wall signage shall be prohibited on the western building elevations.
4. The petitioner shall be responsible for completing the necessary platting to establish the subdivided lots as lots of record, prior to building permit issuance.
5. All street lighting shall be of a consistent design with the surrounding properties and shall be subject to approval by the Community and Economic Development Director.
6. Any modification or intensification that alters the essential character or operation of the use in a way not approved at the time the special use was granted shall require new special use approval.

MT



25 East State Street, North Aurora, IL 60542  
P: 630.897.1457 F: 630.897.0269  
www.northaurora.org

## APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA  
Board of Trustees  
25 East State Street  
North Aurora, IL 60542

PETITION NO. 17-04

FILE NAME RANDALL CROSSINGS

DATE STAMP

**RECEIVED**

### I. APPLICANT AND OWNER DATA

**JAN 26 2017**

Name of Applicant\* Ed Roberts

**VILLAGE OF**

Address of Applicant 123 W. WASHINGTON ST. #214, OSWEGO, IL 60543

**NORTH AURORA**

Telephone Numbers 512-413-4500

Email Address edrobertstx@gmail.com

Name of Owner(s)\* N.A. Lodging 1, LLC / DECADE GROUP RANDALL

Telephone Numbers 512-413-4500

If Applicant is other than owner, attach letter of authorization from Owner.

Title of Record to the real estate was acquired by Owner on \_\_\_\_\_

### II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property RANDALL CROSSINGS / KILBERY LANE INTERIOR 7.86 ACRES  
(indicate location if no common address)

Legal Description: See attached

Parcel Size 7.86 acres

Present Use vacant

(business, manufacturing, residential, etc.)

Present Zoning District B2 PUD

(Zoning Ordinance Classification)



25 East State Street, North Aurora, IL 60542  
P: 630.897.1457 F: 630.897.0269  
www.northaurora.org

\*In the event that the applicant or owner is a trustee of a land trust or a beneficiary or beneficiaries of a land trust, a statement identifying each beneficiary of such land trust by name and address and defining his/her interest therein shall be attached hereto. Such statement shall be verified by the trustee or by a beneficiary.

### III. PROPOSED SPECIAL USE

Proposed Special Use SPECIAL USE FOR PUD AMENDMENT  
(Zoning Ordinance Classification)

Code Section that authorizes Special Use HOTEL - APPROVED / TOWNHOMES - MAJOR MODIFICATION  
Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? \_\_\_\_\_ If so, when? \_\_\_\_\_ to what district? \_\_\_\_\_

Describe briefly the type of use and improvement proposed \_\_\_\_\_  
40 TOWNHOMES

What are the existing uses of property within the general area of the Property in question?

COMMERCIAL & RESIDENTIAL

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) The 40 additional townhomes will expand on the highly successful Randall Highlands townhomes project directly to the west. Will solve the need for additional multi-family units in immediate area.

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

PLEASE SEE ATTACHED!

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.



25 East State Street, North Aurora, IL 60542  
P: 630.897.1457 F: 630.897.0269  
[www.northaurora.org](http://www.northaurora.org)

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.
5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

#### **IV CHECKLIST FOR ATTACHMENTS**

The following items are attached here to and made a part hereof:

1. Legal Description (may be included in items 2 or 6 below)
2. Two (2) copies of an Illinois Land Surveyor's plat of survey showing the nearest dedicated east-west and north-south streets, the right-of-way width and the distance of each street from the property in question.
3. Twenty five (25) copies of a plot plan, 8 ½" x 11 or 8 ½" x 14" showing existing and proposed structures and parking areas.



25 East State Street, North Aurora, IL 60542  
P: 630.897.1457 F: 630.897.0269  
[www.northaurora.org](http://www.northaurora.org)

4. A written certified list containing the names of registered owners, their mailing addresses and tax parcel numbers, of all properties within 250 feet of the property for which the special use is requested.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. A copy of owner's title insurance policy or the deed for the subject property.
7. Filing fee in the amount of \$4,300.00, if paid by check make payable to the Village of North Aurora.
8. Letter of authorization letter form owner, if applicable.
9. Disclosure of beneficiaries of land trust, if applicable.

Completed forms for the following must accompany application

10. Visit the Illinois Department of Natural Resources' website [www.dnr.state.il.us](http://www.dnr.state.il.us) and initiate a consultation using DNR's EcoCat online application
11. Visit the Kane DuPage Soil and Water Conservation District's website [www.kanedupageswcd.org](http://www.kanedupageswcd.org) for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending certified mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

  
Applicant or Authorized Agent

1/26/2017  
Date

DECADE GROUP - RIVINGTON / NA LONGWY 2, LLC  
Owner

1/26/2017  
Date

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

Per the Village of North Aurora's municipal code, the proposed special use for a Planned Unit Development is a special use allowed within the B-2 Zoning district.

2. The proposed special use is deemed necessary for the public convenience at that location.

The high concentration traffic moving through the corner of Orchard and Randall roads along with the easy access to I-88 is instrumental to the success of the project.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.

The proposed development will be a benefit to the economic welfare of the community by providing both commercial and residential occupants. This impact will produce additional sales and tax base revenues as well as filling a vacant need of these services to that location within the community.

The proposed development will not place any additional burdens or impacts to the public facilities and services at the expense of the public. The project will utilize existing public roadways and all additional private improvements will be at the expense of the development.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

The proposed special use will promote additional commercial development with the two additional restaurant sites. The addition of the

hotel and townhomes will help draw a larger regional market to the area and provide addition diversity in housing options.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

The proposed commercial and residential buildings will be designed with similar exterior products and/or color scheming of near- by buildings to create a sense of unity to the surrounding properties. Operations and maintenance will be a contracted and used as standard business practices to align the entire development with the surround properties.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

The proposed development will provide enhanced amenities to the existing residences and business operators. This will be created by bringing in additional residential occupants and social atmospheres increasing the value of the existing neighborhood.

The proposed development will be designed with appropriate safety and lighting enhancements to create a safe environment while adding value to the adjoining properties.

7. The proposed special use is compatible with development on adjacent or neighboring property.

The intention of the proposed development is to enhance, expand, and compliment the immediate properties surrounding the development. This will be accomplished by duplicating the existing adjoining townhome product with similar exterior elevations to create a harmonious community. The commercial properties will be like-minded and well-suited to the existing businesses creating a compliment in public enjoyment and housing services.

8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

The proposed development will be designed to use the existing roadway traffic patterns already familiar with the public. Signage, directional markings, and lighting will be used to provide adequate and safe traffic control to the site.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

Per village required mandate, the proposed development will meet and exceed necessary parking requirements. This will be accomplished by providing a balanced parking space count to the two restaurants parcels , increasing the hotel parking requirement beyond mandate, and adding additional guest parking for townhome residences.

10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

The proposed development will be designed to meet and exceed the needs for adequate utilities, drainage, road access, public safety, and other necessary facilities.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

The proposed special use has been designed to conform with the Village of North Aurora's zoning ordinance and other applicable regulations.





P: 630.897.1457 F: 630.897.0269

[www.northaurora.org](http://www.northaurora.org)

**TAX PARCEL NO.**

NAME \_\_\_\_\_

**MAILING ADDRESS**

Please see attached

I, Edwin Roberts, being first duly sworn on oath certifies that all fo the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

Applicant Signature

Date

SUBSCRIBED AND SWORN TO

Before me this 6<sup>TH</sup> day of FEBRUARY, 20 17.

Notary Public





Edwin Roberts &lt;edrobertstx@gmail.com&gt;

---

**Parcels/Addresses**

3 messages

---

**Claire McNamara** <makeupyourmind413@hotmail.com>

Thu, Feb 2, 2017 at 11:16 AM

To: Ed Roberts &lt;edrobertstx@gmail.com&gt;

Ed,

Here are the parcel numbers with corresponding owners.

Thanks.

Claire

12-32-326-006

12-32-328-007

12-32-328-009

12-32-328-010

12-32-328-011

**Star Randall Highlands****2211 York Road****Suite 222****Oakbrook, IL 60523-4024**

12-32-327-003

**Randall Crossings I, LLC****107 East Washington Street**

**Oswego, IL 60504**

12-32-327-005

12-32-327-006

12-32-403-007

12-32-403-009

**Decade Group - Randall LLC**

**564 South Washington**

**Suite 200**

**Naperville, IL 60540-6674**

12-32-328-031

**Kyle J & Potirala J Wiersbe**

**1274 Comiskey Ave**

**North Aurora, IL 60542-4501**

12-32-328-032

**Ronald Waller**

**1278 Comiskey Ave**

**North Aurora, IL 60542-4501**

12-32-328-033

**John & Carla Wills**

**1282 Comiskey Ave**

**North Aurora, IL 60542-4501**

12-32-328-034

**John Proczko**

**1286 Comiskey Ave**

**North Aurora, IL 60542-4501**

12-32-328-035

**Jordan Romano**

**Amanda Mills**

**1290 Comiskey Ave**

**North Aurora, IL 60542-4501**

12-32-328-036

**Ryan Hochsprung**

**Kimberly Bertram**

**1294 Comiskey Ave.**

**North Aurora, IL 60542-4501**

12-32-377-001

**Randall Highlands Condominium Assoc.**

**438 North Weber Road**

**Romeoville, IL 60446-4945**

12-32-403-008

**Turf Room LLC**

**Parker Grabowski**

**1033 Forest Trail**

**Sugar Grove, IL 60554-9252**

12-32-404-001

12-32-327-001

12-32-403-004

**BBG Randall Crossing LLC**

**Bridgeview Bank Group**

**4753 North Broadway St.**

**Chicago, IL 60640-5266**

12-32-327-007

**Orchard Crossing Center LLC**

**PO Box 1339**

**St. Charles, IL 60174-7339**

12-32-403-001

**Denver Capital LLC**

**123 West Washington**

**Suite 214**

**Oswego, IL 60543-8204**

12-32-403-005

**Jahn Properties LLC**

**1133 Oak Street**

**North Aurora, IL 60542-2060**

---

**Edwin Roberts** <edrobertstx@gmail.com>

To: Mike Toth <mtoth@northaurora.org>

Thu, Feb 2, 2017 at 12:31 PM

Mike-

Please take a look/review. Obviously, not as many as I thought when the duplicates were removed. Thoughts?

Thanks, Ed

Ed Roberts

KDR Holdings, LLC

[edrobertstx@gmail.com](mailto:edrobertstx@gmail.com)

## APPLICATION FOR MAP AMENDMENT

VILLAGE OF NORTH AURORA  
25 East State Street  
North Aurora, IL 60542

PETITION NO. 17-04

FILE NAME RANDALL CROSSINGS

DATE STAMP

RECEIVED

JAN 26 2017

VILLAGE OF  
NORTH AURORA

### I. APPLICANT AND OWNER DATA

Name of Applicant\* Ed Roberts  
Address of Applicant 123 W Washington Street #214, Oswego, IL 60542  
Telephone Numbers 512-413-4500  
Name of Owner(s)\* NA Lodging 1, LLC / DECADE GROUPE RANDALL  
Telephone Numbers 512-413-4500  
Email Address edroberts+tx@gmail.com  
If Applicant is other than owner, attach letter of authorization from Owner.  
Title of Record to the real estate was acquired by Owner on 11-21-16

### II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property RANDALL CROSSINGS / KILBERRY LN. INTERIOR 7.86 ACRES  
(indicate location if no common address)  
Legal Description: See attached  
Parcel Size 7.86 acres (3.41 for rezoning purposes)  
Present Use Vacant  
(business, manufacturing, residential, etc.)  
Present Zoning District B2 PUD  
(Zoning Ordinance Classification)

\*In the event that the applicant or owner is a trustee of a land trust or a beneficiary or beneficiaries of a land trust, a statement identifying each beneficiary of such land trust by name and address and defining his/her interest therein shall be attached hereto. Such statement shall be verified by the trustee or by a beneficiary.

### III PROPOSED MAP AMENDMENT

Proposed Zoning District R3 (Zoning Ordinance Classification)

Has the present applicant previously sought to rezone the property or any part thereof? NO  
If so, when? \_\_\_\_\_

To what zoning district classification? \_\_\_\_\_

What type of improvement to the Property is planned? town home development

What will be the actual use of such improvement(s)? residential

What are the existing uses of the property within the general area of the Property in question?

Commercial & residential

### IV CHECKLIST FOR ATTACHMENTS

The following items are attached hereto and made a part hereof:

1. Legal Description (may be included in items 2 or 5 below)
2. Two (2) copies of an Illinois Land Surveyor's plat of survey showing the nearest dedicated east-west and north-south streets, the right-of-way width and the distance of each street from the property in question.
3. Twenty five (25) copies of a plot plan, 8 1/2" x 11" or 8 1/2 x 14" showing proposed construction if any.
4. A written certified list containing the names of registered owners, their mailing addresses and tax parcel numbers, of all properties within 250 feet of the property for which the amendment is requested.
5. A copy of owner's title insurance policy commitment or deed for the subject property.
6. Filing fee in the amount of \$4300.00; if paid by check make payable to the Village of North Aurora.
7. Letter of authorization letter from owner, if applicable.
8. Disclosure of beneficiaries of land trust, if applicable.

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending certified mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing.

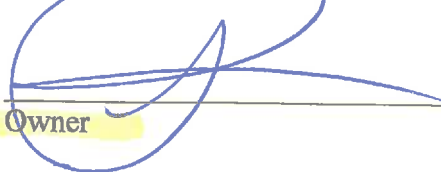
These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

  
\_\_\_\_\_  
Applicant or Authorized Agent

2/13/2017  
Date

  
\_\_\_\_\_  
Owner

2/13/2017  
Date



Randall Crossing Proposed Development  
2.28.17

Listed below hereto a statement with supporting data that the proposed Zoning Map Amendments will conform to the following standards:

1. Is the proposed amendment consistent with the existing use and zoning of the nearby property?

Yes. The amendment being proposed will be an extension of the existing property contiguous to the western surrounding residential properties.

2. Does the proposed amendment diminish the existing zoning of the subject property?

No. This request will enhance and extend the existing zoning west of Comiskey Ave.

3. Does the proposed amendment promote the public health, safety, comfort, convenience and general welfare of the Village.

Yes. The proposed development will provide enhanced light, traffic control along with fresh community impacts to the existing residences and business operators. The additional residences will create visual comfort to existing neighbors and business as this development has been vacant for multiple years. The new residences will have immediate conveniences with the surrounding commercial uses providing an increase of revenue to the village.

4. Does the proposed amendment provide a relative gain to the public as compared to the hardship impose upon the applicant?

Yes, this request to amend subsidizes the B-2 zoning and supports the entire developments improvement and welfare to the community.

5. Is the proposed amendment not feasible for development as it is presently zoned?

The existing zoning is for commercial use and creates additional impacts related to costs and code criteria that does not benefit the residential product line which is best suited for this property. These changes are required to create the maximum potential the residential area will provide.

6. Has the property in question been vacant, as presently zoned, for a significant length of time considered in the context of the development in the area where the property is located?

Yes, this property has been vacant a number of years and with this Zoning Map Amendment we can move forward and create a positive impact to this development and the surrounding properties.

7. Is there evidence of the community need for the use proposed by the applicant?

Yes. The R-3 zoned property directly west of Comiskey Ave, Randall Highlands, is the exact same product line as proposed. The current market demands show additional need of more of this type of residences. It fills an existing need that is not being met by the surrounding properties. It is evident by the continued high occupancy rates of the surrounding properties from the very first day of opening exceeding industry standards of 90 - 98% since its inception.

8. Is the proposed amendment consistent with the Comprehensive plan?

Yes as this proposed amendment change is contiguous to a Residential Improvement Area designated as Priority Infill that has been completed and can be a compliment to the new neighborhoods.

11. Does the proposed amendment benefit the residents of the Village as a whole, and not just the applicant, property owners(s), neighbors of any property under consideration, or other special interest groups?

Yes. The proposed amendment benefits the existing surrounding properties by increasing property values while bringing an additional pool of new residences. The residences will have the opportunity to support the local commercial businesses within the immediate area, and benefit the welfare of the Village.

13. Does the proposed amendment avoid creating nonconformities?

Yes. The amendment being proposed will be an extension of the existing property contiguous to the western surrounding residential properties.

14. Does the proposed amendment remain consistent with the trend development, if any, in the general area of the property in question?

Yes. The amendment being proposed will be an extension of the existing property contiguous to the western surrounding residential properties.

15. Are adequate public facilities available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are public facilities reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted?

Yes. The existing infrastructure as well as the ability of designing development required uses prior to installation will be adequate and capable for the proposed amendment if subject property were adopted.



**Schoppe Design Associates, Inc.**  
LAND PLANNING & LANDSCAPE ARCHITECTURE

March 2, 2017

Michael S. Toth  
Community and Economic Development Director  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**RE: Randall Crossing – Deviations from ordinances**

Below is a list of the items in which the Randall Crossing project is requesting to deviate from the North Aurora Zoning Ordinances.

Current Zoning: B-2 PUD

Requested Zoning: B-2 PUD & R-3 PUD

**Deviations from North Aurora Ordinances:**

Title 15 – Building and Construction, Chapter 15; 15.48 Signs

15.48.080 – Temporary Signs

**Deviation: Within the residential area and within the first three months of leasing, temporary on-site sign usage, without restriction, shall include but not necessarily be limited to, banners, flags, and other means to advertise the opening of the operation, subject to the approval of the community development director and limitations imposed for the protection of the public health, safety and welfare. No permit fee shall be required for such temporary advertising, and all signs that would otherwise be non-conforming must be removed promptly when the three-month period ends.**

15.48.090 - Signs permitted in all residential districts, D

D. Permanent residential development signs at entrances to a residential development or a residential planned unit development and containing no commercial advertising... No more than two signs per entrance are permitted.

**Deviation: Within the residential area, the developer is requesting two (2) permanent signs; one (1) at each entrance of Lot D and to match the size and be of similar materials of the existing sign located at the northwest corner of Ritter Street and Comiskey Ave.**

**Deviation: Within the residential area, the developer is also requesting one (1) permanent leasing office sign to be located at the model building and to be 5' tall x5' wide.**

15.48.100 - Signs in business zoning districts

126 S. Main Street  
Oswego, IL 60543  
p: 630 551-3355  
f: 630 551-3639  
schoppedesign.net



**Schoppe Design Associates, Inc.**  
LAND PLANNING & LANDSCAPE ARCHITECTURE

B. Freestanding signs as follows:

1. Number. There shall be a limit of one freestanding sign per lot...

**Deviation:** Within the commercial area, the developer is requesting two (2) permanent signs; one (1) at each entrance and to be maximum 10' tall x 12' wide. One to be located on Lot C and one to be located on Lot A each within the landscape islands.

Title 17 – Zoning, Chapter 7 – Residential Districts; 7.3 - Yard and bulk regulations

Table 7-2: Residential District Yard and Bulk Regulations

**YARD REGULATIONS**

Residential Front Yard, Minimum: 25'

**Deviation: Building 4: Requested 19'-2"**

Building 4 front on the existing storm water basin directly south. The nearest point of the Building to Ritter Street to the south is  $\pm 122'$ . The open space and the existing residential to the south support the deviation request for the reduced front yard setback.

Residential Interior Side Yard, Minimum: 10'

**Deviation: Building 1-2 and building 2-3: Requested 17'-0"**

Between these buildings the primary walls will have a conforming 20' separation. Each townhome has a FACP closet at one end of the building. The closet is a heated room; 4'-4" wide with a 3' door and approximately 8' high for the use of housing the fire suppression system.

**Deviation: Building 3: Requested 4'-10"**

Building 3 abuts the existing storm water basin directly south. The closest point of the Building to Ritter Street to the south is  $\pm 175'$ . The open space and the existing residential to the south support the deviation request for the reduced side yard setback

Title 17 – Zoning, Chapter 8 – Business Districts; 8.3 - Yard and bulk regulations

Table 8-2: Business District Yard and Bulk Regulations

Building Height Maximum: 35' but not more than 3 stories

**Deviation: 35'-10"**

Title 17 – Zoning, Chapter 14 – Landscaping and Screening

14.9 – Interior parking lot landscaping design guidelines

A. One parking lot island should be provided between every ten (10) parking spaces.

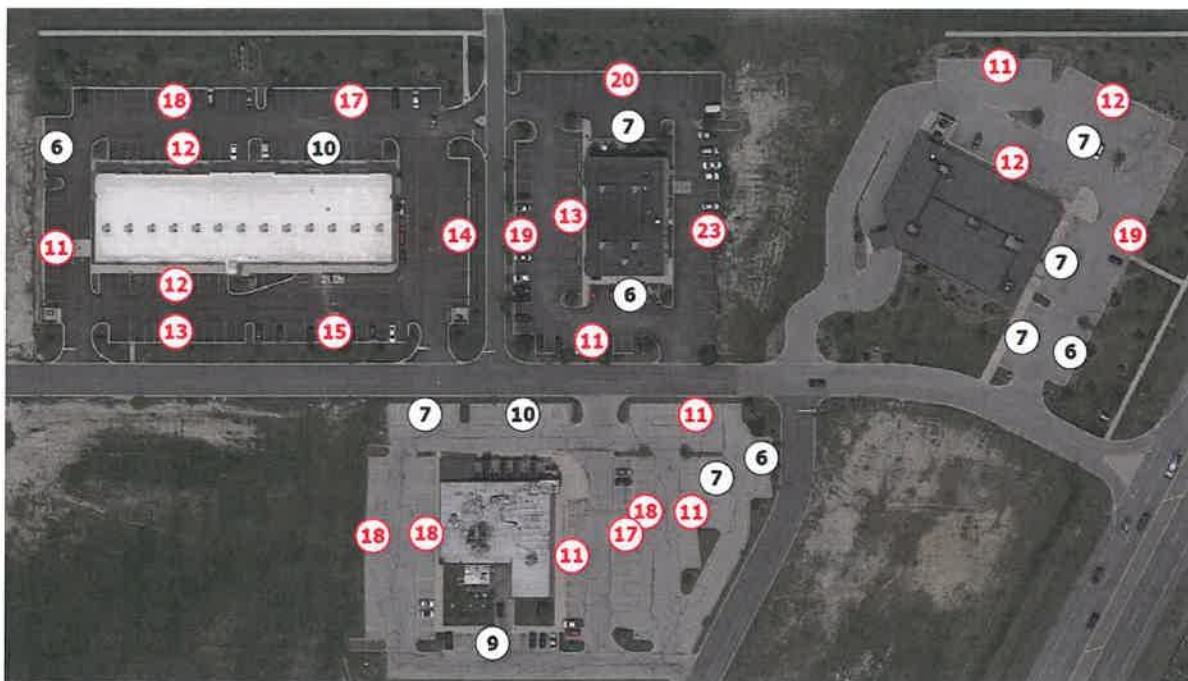
**Deviation: Request to allow maximum of 1 island / 16 spaces maximum.**

The Site Plan design has landscape islands at a maximum spacing of 16 spaces. This is part of the existing parking area on the site. The proposed site plan is consistent with the surrounding Randall



**Schoppe Design Associates, Inc.**  
LAND PLANNING & LANDSCAPE ARCHITECTURE

**Crossing development parking lot design and landscape island spacing. The aerial below illustrates the parking island spacing which exceed the requirements and thus support the requested deviation.**



Sincerely,  
**Schoppe Design Associates, Inc.**

A handwritten signature in black ink, appearing to read 'C. Funkhouser', written over a horizontal line.

**Chris Funkhouser**  
Senior Associate

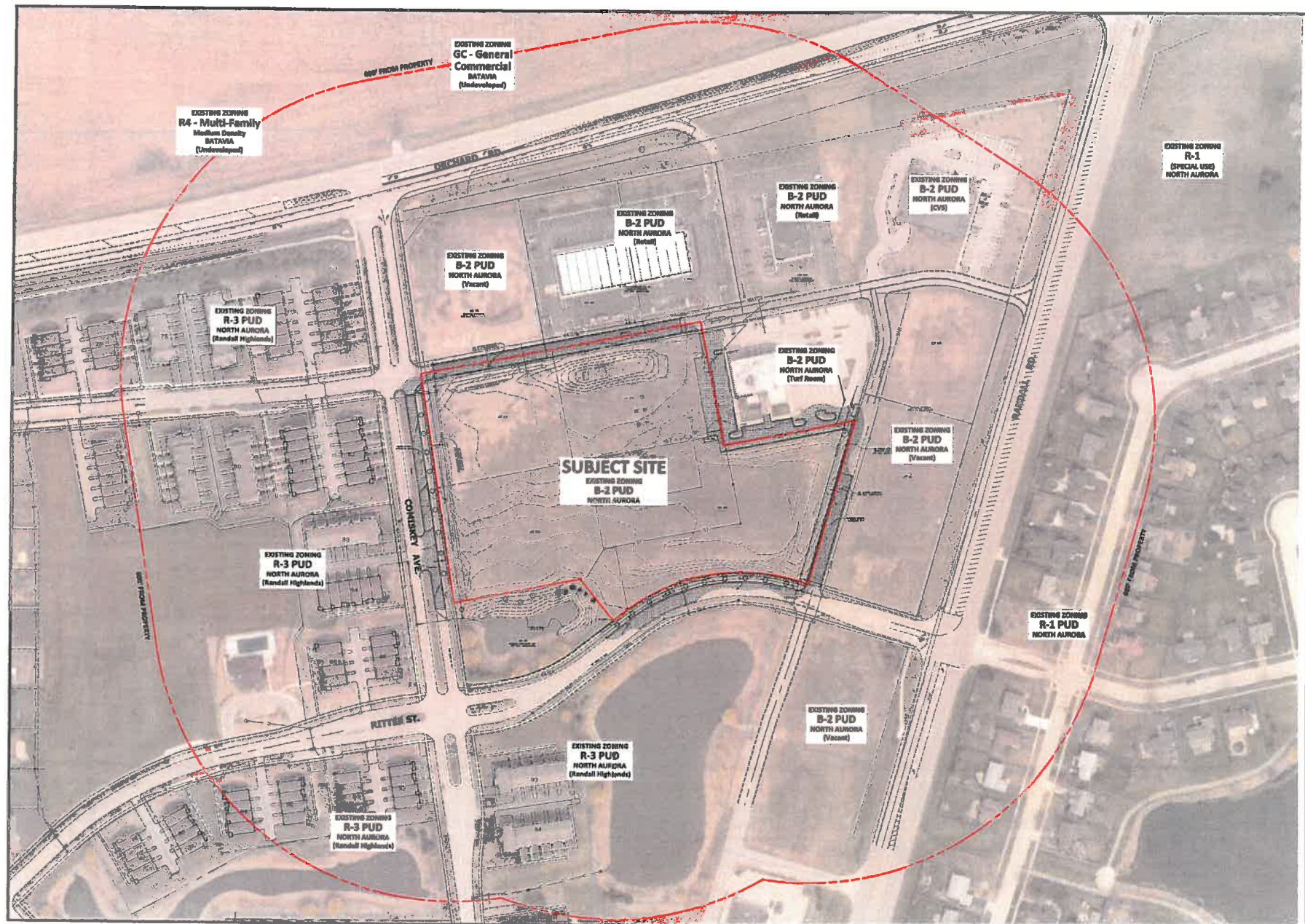
Cc: Ed Roberts - KDR Holdings, LLC w/out attach  
Mike Schoppe – Schoppe Design associates, Inc. w/out attach

cf











**S&B**  
Schaefer Design Associates, Inc.  
1000 N. Lincoln Ave.  
Naperville, Illinois 60563  
Tel: 630.251.2000  
Fax: 630.251.2001  
www.sandb.com

Project No. \_\_\_\_\_

Project Name: **RANDALL CROSSING**  
North Aurora, Illinois

Prepared For:

**N.A. LODGING I, LLC**  
2000 N. Lincoln Ave.  
Naperville, Illinois 60563

Prepared By:

**DECADE GROUP - RANDALL**  
2000 N. Lincoln Ave.  
Naperville, Illinois 60563

Project Name:

**EXISTING CONDITIONS**  
SITE LOCATION MAP

North



Revisions

No.	Description	Date
1	Initial Issue	11/11/11
2	Revised	11/11/11
3	Revised	11/11/11
4	Revised	11/11/11
5	Revised	11/11/11
6	Revised	11/11/11
7	Revised	11/11/11
8	Revised	11/11/11
9	Revised	11/11/11
10	Revised	11/11/11

Date: 11/11/11

Scale: 1" = 100'

Job #: 11111111

Drawn: J. Schaefer

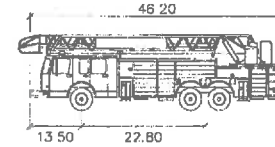
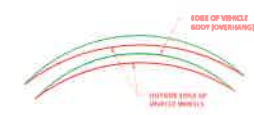
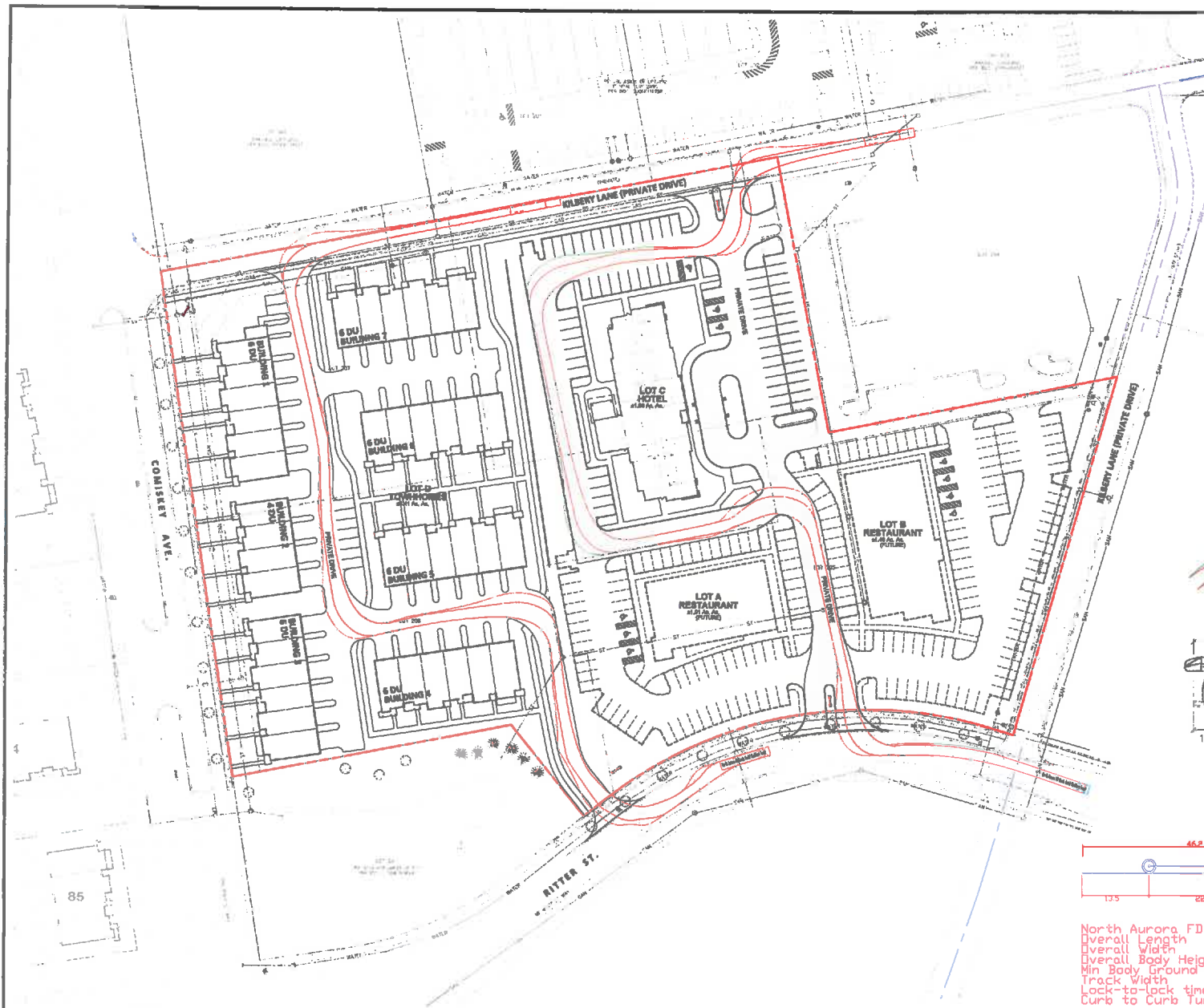
File #: 11111111

SHEET: \_\_\_\_\_

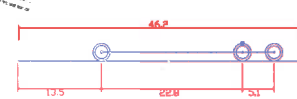
1.0







Aerial Platform	
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.00
Steering Angle	: 30.00



North Aurora FD Alexis Aerial Platform Truck	
Overall Length	46.200ft
Overall Width	8.000ft
Overall Body Height	1.400ft
Min Body Ground Clearance	1.400ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	45.000ft

Submitted For: **N.A. LODGING I, LLC**  
 1000 S. 10th Street  
 Suite 100  
 Schaumburg, IL 60196

Submitted For: **DECADE GROUP - RANDALL**  
 1000 S. 10th Street  
 Suite 100  
 Schaumburg, IL 60196

Submitted For: **RANDALL CROSSING**  
 1000 S. 10th Street  
 Suite 100  
 Schaumburg, IL 60196

Submitted For: **FIRE DEPARTMENT APPARATUS TURN MOVEMENTS**

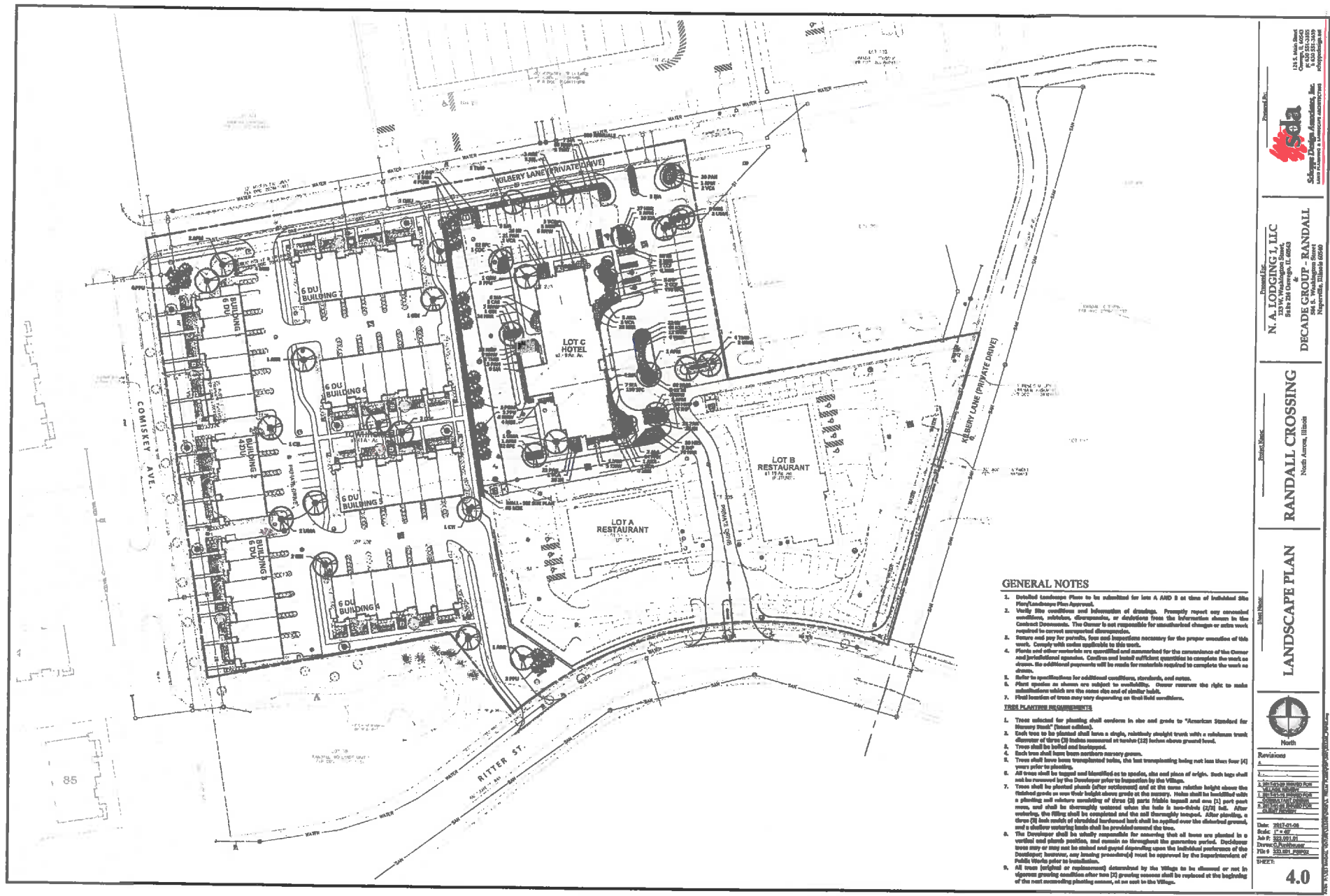
Submitted For: **North**

Submitted For: **Revision**

Submitted For: **Date: 10/17/2018**  
 Author: **John P. Smith**  
 Designer: **John P. Smith**  
 Checker: **John P. Smith**  
 Date: **10/17/2018**

Submitted For: **Sheet**

Submitted For: **3.0**



**GENERAL NOTES**

1. Detailed landscape plan to be submitted for lots A AND B at time of building site plan/landscape plan approval.
  2. Verify the conditions and information of drawings. Promptly report any omissions, conditions, omissions, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for unanticipated changes or extra work required to correct unanticipated discrepancies.
  3. Before and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
  4. Plants and other materials are quantified and summarized for the convenience of the Owner and professional agencies. Confirm and inspect sufficient quantities to complete the work as shown. No additional payments will be made for materials required to complete the work as shown.
  5. Refer to specifications for additional conditions, standards, and notes.
  6. Plant species as shown are subject to availability. Owner reserves the right to make substitutions which are the same size and of similar habit.
  7. Final location of trees may vary depending on final field conditions.
- TREE PLANTING REQUIREMENTS**
1. Trees selected for planting shall conform in size and grade to "American Standard for Nursery Stock" (latest edition).
  2. Each tree to be planted shall have a single, relatively straight trunk with a minimum trunk diameter of three (3) inches measured at twelve (12) inches above ground level.
  3. Trees shall be balled and burlapped.
  4. Each tree shall have been balled and burlapped.
  5. Trees shall have been transplanted within the last twenty-four (24) months prior to planting.
  6. All trees shall be tagged and identified as to species, size and place of origin. Such tags shall not be removed by the Developer prior to inspection by the Village.
  7. Trees shall be planted promptly after receipt and at the same relative height above the finished grade as they appear above grade in the nursery. Values shall be identified with a planting and nursery number consisting of three (3) parts: 1) Main trunk and one (1) part root zone, and shall be thoroughly watered when the hole is two-thirds (2/3) full. After watering, the filling shall be completed and the soil thoroughly tamped. After planting, a three (3) inch mesh of shredded hardwood bark shall be applied over the disturbed ground, and a shallow watering hole shall be provided around the tree.
  8. The Developer shall be totally responsible for ensuring that all trees are planted in a vertical and plant position, and remain so throughout the guarantee period. Deviations from any or any part of the ball and burlapped planting shall be the responsibility of the Developer; however, any planting procedure(s) must be approved by the Superintendent of Public Works prior to installation.
  9. All trees (except as replacement) determined by the Village to be stressed or not in vigorous growing condition other than (2) growing seasons shall be replaced at the beginning of the next succeeding planting season, at no cost to the Village.

Prepared By: **N.A. LODGING 1, LLC**  
2400 N. 24th Avenue, Suite 110, Chicago, IL 60640

Drawn By: **RANDALL CROSSING**  
North Avenue, Illinois

Project Name: **LANDSCAPE PLAN**

Revisions:

No.	Description	Date
1	As Shown	2017-01-08
2	As Shown	2017-01-08
3	As Shown	2017-01-08
4	As Shown	2017-01-08
5	As Shown	2017-01-08
6	As Shown	2017-01-08
7	As Shown	2017-01-08
8	As Shown	2017-01-08
9	As Shown	2017-01-08
10	As Shown	2017-01-08
11	As Shown	2017-01-08
12	As Shown	2017-01-08
13	As Shown	2017-01-08
14	As Shown	2017-01-08
15	As Shown	2017-01-08
16	As Shown	2017-01-08
17	As Shown	2017-01-08
18	As Shown	2017-01-08
19	As Shown	2017-01-08
20	As Shown	2017-01-08
21	As Shown	2017-01-08
22	As Shown	2017-01-08
23	As Shown	2017-01-08
24	As Shown	2017-01-08
25	As Shown	2017-01-08
26	As Shown	2017-01-08
27	As Shown	2017-01-08
28	As Shown	2017-01-08
29	As Shown	2017-01-08
30	As Shown	2017-01-08
31	As Shown	2017-01-08
32	As Shown	2017-01-08
33	As Shown	2017-01-08
34	As Shown	2017-01-08
35	As Shown	2017-01-08
36	As Shown	2017-01-08
37	As Shown	2017-01-08
38	As Shown	2017-01-08
39	As Shown	2017-01-08
40	As Shown	2017-01-08
41	As Shown	2017-01-08
42	As Shown	2017-01-08
43	As Shown	2017-01-08
44	As Shown	2017-01-08
45	As Shown	2017-01-08
46	As Shown	2017-01-08
47	As Shown	2017-01-08
48	As Shown	2017-01-08
49	As Shown	2017-01-08
50	As Shown	2017-01-08
51	As Shown	2017-01-08
52	As Shown	2017-01-08
53	As Shown	2017-01-08
54	As Shown	2017-01-08
55	As Shown	2017-01-08
56	As Shown	2017-01-08
57	As Shown	2017-01-08
58	As Shown	2017-01-08
59	As Shown	2017-01-08
60	As Shown	2017-01-08
61	As Shown	2017-01-08
62	As Shown	2017-01-08
63	As Shown	2017-01-08
64	As Shown	2017-01-08
65	As Shown	2017-01-08
66	As Shown	2017-01-08
67	As Shown	2017-01-08
68	As Shown	2017-01-08
69	As Shown	2017-01-08
70	As Shown	2017-01-08
71	As Shown	2017-01-08
72	As Shown	2017-01-08
73	As Shown	2017-01-08
74	As Shown	2017-01-08
75	As Shown	2017-01-08
76	As Shown	2017-01-08
77	As Shown	2017-01-08
78	As Shown	2017-01-08
79	As Shown	2017-01-08
80	As Shown	2017-01-08
81	As Shown	2017-01-08
82	As Shown	2017-01-08
83	As Shown	2017-01-08
84	As Shown	2017-01-08
85	As Shown	2017-01-08
86	As Shown	2017-01-08
87	As Shown	2017-01-08
88	As Shown	2017-01-08
89	As Shown	2017-01-08
90	As Shown	2017-01-08
91	As Shown	2017-01-08
92	As Shown	2017-01-08
93	As Shown	2017-01-08
94	As Shown	2017-01-08
95	As Shown	2017-01-08
96	As Shown	2017-01-08
97	As Shown	2017-01-08
98	As Shown	2017-01-08
99	As Shown	2017-01-08
100	As Shown	2017-01-08

Scale: 1" = 10'-0"

Drawn By: **Decade Group - Randall Crossing**

Sheet: **4.0**

Prepared By: **N.A. LODGING 1, LLC**  
2400 N. 24th Avenue, Suite 110, Chicago, IL 60640

Drawn By: **RANDALL CROSSING**  
North Avenue, Illinois

Project Name: **LANDSCAPE PLAN**

Revisions:

No.	Description	Date
1	As Shown	2017-01-08
2	As Shown	2017-01-08
3	As Shown	2017-01-08
4	As Shown	2017-01-08
5	As Shown	2017-01-08
6	As Shown	2017-01-08
7	As Shown	2017-01-08
8	As Shown	2017-01-08
9	As Shown	2017-01-08
10	As Shown	2017-01-08
11	As Shown	2017-01-08
12	As Shown	2017-01-08
13	As Shown	2017-01-08
14	As Shown	2017-01-08
15	As Shown	2017-01-08
16	As Shown	2017-01-08
17	As Shown	2017-01-08
18	As Shown	2017-01-08
19	As Shown	2017-01-08
20	As Shown	2017-01-08
21	As Shown	2017-01-08
22	As Shown	2017-01-08
23	As Shown	2017-01-08
24	As Shown	2017-01-08
25	As Shown	2017-01-08
26	As Shown	2017-01-08
27	As Shown	2017-01-08
28	As Shown	2017-01-08
29	As Shown	2017-01-08
30	As Shown	2017-01-08
31	As Shown	2017-01-08
32	As Shown	2017-01-08
33	As Shown	2017-01-08
34	As Shown	2017-01-08
35	As Shown	2017-01-08
36	As Shown	2017-01-08
37	As Shown	2017-01-08
38	As Shown	2017-01-08
39	As Shown	2017-01-08
40	As Shown	2017-01-08
41	As Shown	2017-01-08
42	As Shown	2017-01-08
43	As Shown	2017-01-08
44	As Shown	2017-01-08
45	As Shown	2017-01-08
46	As Shown	2017-01-08
47	As Shown	2017-01-08
48	As Shown	2017-01-08
49	As Shown	2017-01-08
50	As Shown	2017-01-08
51	As Shown	2017-01-08
52	As Shown	2017-01-08
53	As Shown	2017-01-08
54	As Shown	2017-01-08
55	As Shown	2017-01-08
56	As Shown	2017-01-08
57	As Shown	2017-01-08
58	As Shown	2017-01-08
59	As Shown	2017-01-08
60	As Shown	2017-01-08
61	As Shown	2017-01-08
62	As Shown	2017-01-08
63	As Shown	2017-01-08
64	As Shown	2017-01-08
65	As Shown	2017-01-08
66	As Shown	2017-01-08
67	As Shown	2017-01-08
68	As Shown	2017-01-08
69	As Shown	2017-01-08
70	As Shown	2017-01-08
71	As Shown	2017-01-08
72	As Shown	2017-01-08
73	As Shown	2017-01-08
74	As Shown	2017-01-08
75	As Shown	2017-01-08
76	As Shown	2017-01-08
77	As Shown	2017-01-08
78	As Shown	2017-01-08
79	As Shown	2017-01-08
80	As Shown	2017-01-08
81	As Shown	2017-01-08
82	As Shown	2017-01-08
83	As Shown	2017-01-08
84	As Shown	2017-01-08
85	As Shown	2017-01-08
86	As Shown	2017-01-08
87	As Shown	2017-01-08
88	As Shown	2017-01-08
89	As Shown	2017-01-08
90	As Shown	2017-01-08
91	As Shown	2017-01-08
92	As Shown	2017-01-08
93	As Shown	2017-01-08
94	As Shown	2017-01-08
95	As Shown	2017-01-08
96	As Shown	2017-01-08
97	As Shown	2017-01-08
98	As Shown	2017-01-08
99	As Shown	2017-01-08
100	As Shown	2017-01-08

Scale: 1" = 10'-0"

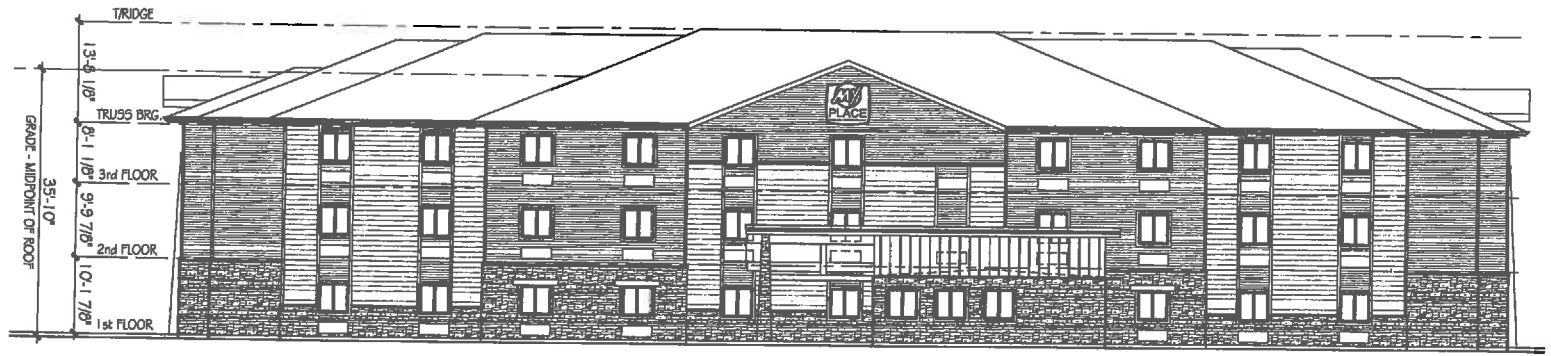
Drawn By: **Decade Group - Randall Crossing**

Sheet: **4.0**

[illegible]

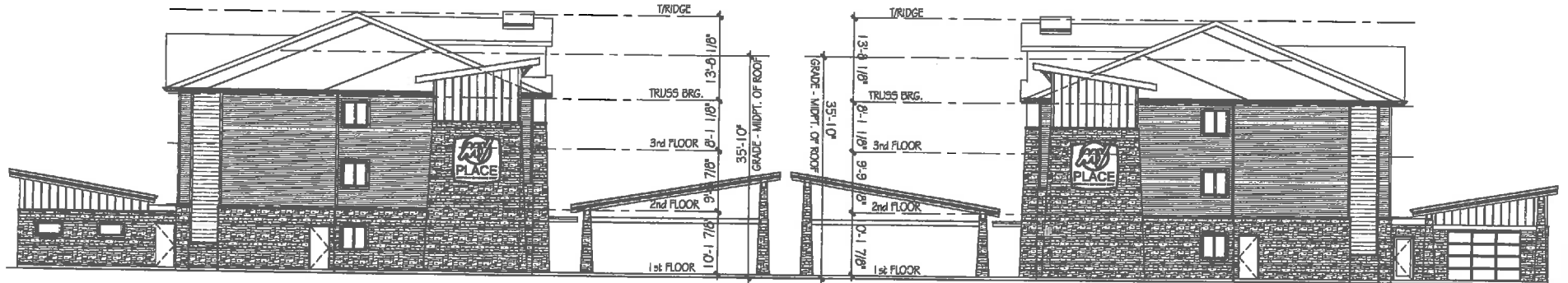






REAR ELEVATION

SCALE: 1/16"=1'-0"

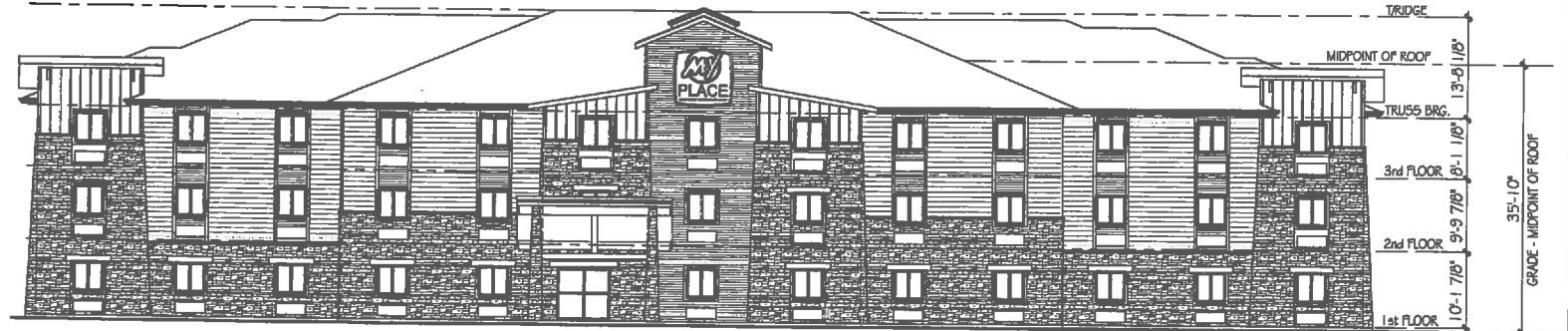


LEFT ELEVATION

SCALE: 1/16"=1'-0"

RIGHT ELEVATION

SCALE: 1/16"=1'-0"



FRONT ELEVATION

SCALE: 1/16"=1'-0"

My Place  
North Aurora, Illinois

911 Rogers Street  
Downers Grove, IL 60515  
630.289.2513  
studio21architects.com

DATE  
02/02/17

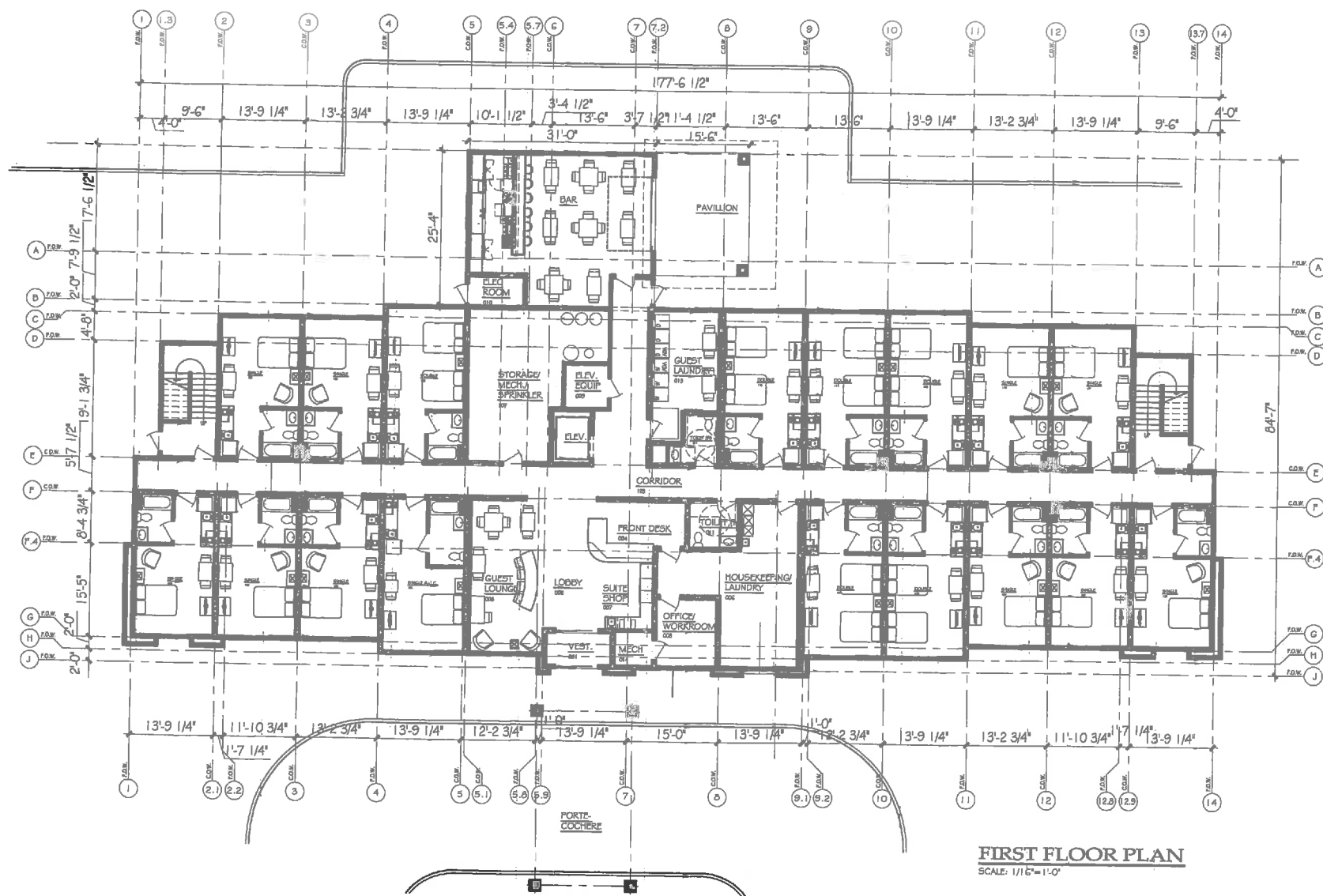
PROJECT  
16221

SHEET  
A4.0









FIRST FLOOR PLAN  
SCALE: 1/16" = 1'-0"



## RANDALL CROSSING

Proposed Product and Elevations

January 20, 2017



A. 6 UNIT BUILDING WITH  
TWO B-TYPE PRODUCTS  
ON EACH END

B. 4-UNIT BUILDING TYPE  
WITH B AND D UNITS  
TYPES

C. SIDE ELEVATION OF B  
UNIT

D. TYPICAL REAR ELEVATION

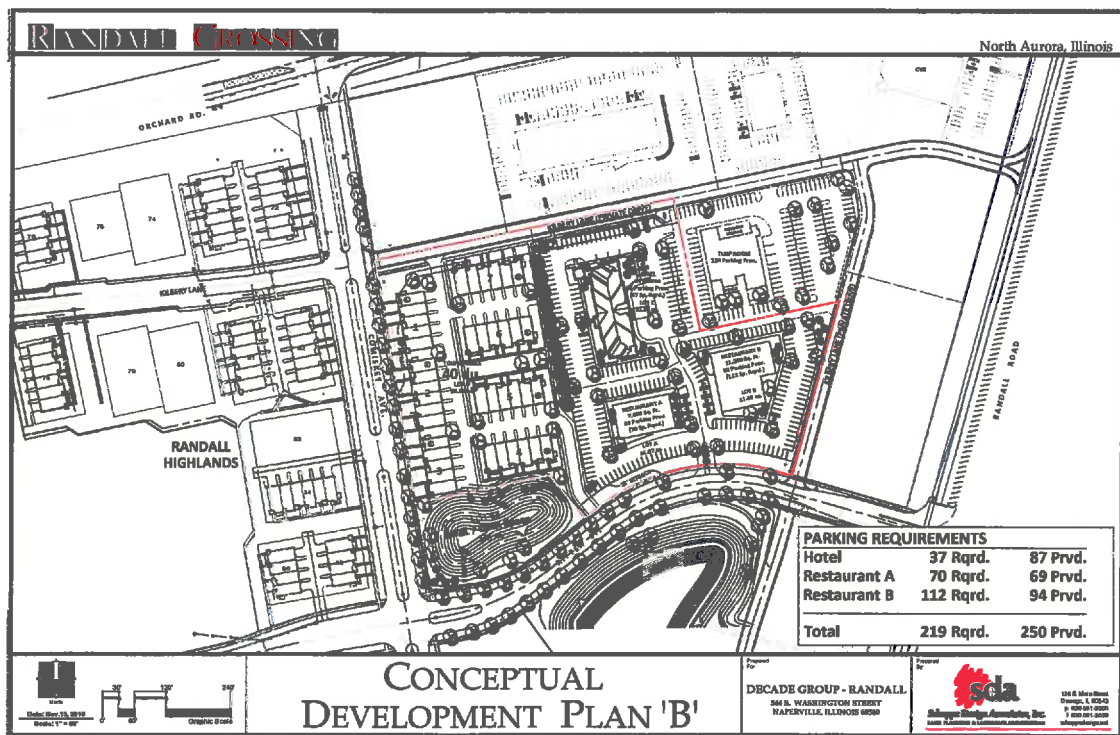
E. 4 UNIT BUILDING TYPE  
WITH TWO B-TYPE  
UNITS EACH END.

CONFIDENTIAL

## Economic Incentive Request

### **North Aurora Hotel Development** Randall Crossings, Village of North Aurora, Illinois

A proposed +/- 30,000 square foot, 64 room hotel



DATED  
March 20, 2017

Mr. Edwin Roberts  
N.A. Lodging 1, LLC  
123 W. Washington St., Suite, 214  
Oswego, IL 60543  
(512)-413-4500  
edrobertstx@gmail.com



## Executive Summary

The subject of this proposal is located as depicted on the updated concept plan for Lots 203, 205, 206, and 207 within Randall Crossings, North Aurora, IL. The development of these lots is anticipated to serve as a strong anchor for the entire subdivision and spur on further development of the surrounding lots. Its components include a three story 64 room hotel, two new restaurant pad sites and 40 Rental Townhomes that will be identical to the extremely successful Randall Highlands product.

For the hotel project to go vertical it is critical to secure a mutually beneficial economic incentive agreement. N.A. Lodging I, LLC will provide funding for the hotel construction if a proper incentive agreement can be achieved. N.A. Lodging I, LLC includes Moose International, an organization of over 1.5 million members committed to the humanitarian efforts provided through their two main endeavors; Mooseheart, a 1,000 acre Illinois home and school for children in need, and Moosehaven, a 65 acre Florida retirement community for senior members in need. The positive impact their involvement will have for this project is also critical to its success.

The new hotel, new restaurant sites and additional rental townhome units combined with the Turf Room, and other existing businesses on site will create excellent synergy within the subdivision. The surrounding business users are anxious to see this project finally move forward. They will all derive significant benefit from the overnight customers who are more likely to choose the convenience of the nearby restaurants, bars, and entertainment facilities as opposed to similar uses located off-site.

Due to the size and timing of this project, relief from real estate taxes, and impact fees are needed. However, as will be shown in this proposal, the present and future benefits to the Village of North Aurora generated by the subject development will far out weight the concessions needed to get this project vertical.



(Concept rendering only – proposed hotel – 3 story)

# Proposal

Our development team will perform or cause to be performed, the following:

- Construction of an approximately 30,000 square foot hotel, 40 Rental Townhome Units, two new restaurant pad sites, all associated infrastructure, appropriate parking, pedestrian walkways and landscaping.
- Upon approval of this agreement, developer commits to begin construction of the hotel and townhomes in the summer of 2017.

## Benefits

There are several benefits of the proposed subject development:

- Spur on completion/sale of surrounding out lots within the subdivision including the draw of national retail tenants/buyers to vacant spaces increasing real estate and sales tax revenues, and job creation in the area.
- The hotel portion of the subject development is projected to create approximately 30 jobs, including 15 full time employees and 15 part-time employees. Salaries for these employees will range from \$25,000 to \$55,000 with hourly wages ranging from \$10.00 to \$15.50.
- The Townhome portion of the project will emulate the existing Randal Highlands product and has a low impact on school district with a projected 60% plus dual income no children tenancy
- Previous infrastructure costs of over \$1,000,000 will be utilized and additional underground and earthwork costs of over \$400,000 are projected.
- The total budget of the hotel project will likely exceed \$9,000,000. The overall projected investment on the site including the townhomes and restaurants will exceed \$20,000,000 and employ hundreds of workers in the area.
- A development of this magnitude should bring substantial additional business to the community and create more demand for the development of the adjacent land.
- We have assembled a highly experienced development and management team

## Summary of March 7, 2017 Planning Commission Meeting

- N.A. Lodging received unanimous approval from Commission
- Local business owners present and expressed support
- Positive comments on future economic impact of proposed development to Village
- Favorable comments regarding Developers effort to keep up to two additional restaurant pad sites

## Impact/Permit Fees Waived

Finally, the development team requests the elimination of certain impact and permit fees associated with the hotel development. It is requested that some of the impact fees will be waived. A summary of these impact and permit fees are as follows:

<b><u>Anticipated Impact/Permit Fees- Village of North Aurora</u></b>	<b><u>Current Fee</u></b>	<b><u>Request</u></b>
Water "Tap On" and "Connection" fees	TBD	Waive
Traffic Impact Fee (\$3.00 psf)	\$90,000	\$30,000

Please see attached submittal

## Proposed Partners and Development Team

### ***Moose International***

In the early 1990s, the Moose organization decided to rethink the entire idea of what a fraternal facility and its programs need to be about in the 21st Century-de-emphasizing our Social Quarters, and placing greater emphasis on programs designed to appeal to every segment of our members' families in facilities called Family Centers. These members - responsible men and women and their children, make the Moose program strong and active in communities all across North America.

While their focus is changing to better serve the family at the Lodge, the commitment to the Moose fraternity's missions remain as strong as ever. Lodges and Chapters across the fraternity contribute to Moose-sponsored programs such as Mooseheart and Moosehaven, and also to people in their own communities through Community Service initiated by members of the Lodge.

A Moose member is a man belonging to the Loyal Order of the Moose or a woman belonging to the Women of the Moose. These members, over 1.5 million strong, make up the two components of the fraternal organization known as Moose International. Their membership is held in any one of 2,000 Lodges and 1,600 Chapters throughout the United States, Canada, Great Britain, and Bermuda. Moose International headquarters is approximately 38 miles west of Chicago at Mooseheart, Illinois.

Men and women join the Order for a variety of reasons, including Family Activities, Community Service projects, and member sports programs, just to name a few. While these activities offer each Moose member a valid reason to join, the main endeavors of the fraternity remain Mooseheart, the 1,000 - acre Illinois home and school for children in need, and Moosehaven, the 65-acre Florida retirement community for senior members in need. These residents, entrusted to the care and support provided by membership in the Moose, are constant living reminders of the humanitarian efforts of Moose members.

Ever since 1888, these men and women have been proud to serve local communities and fellow members of the fraternity known as the Moose.

### ***Next Generation Development, LLC***

Next Generation Development LLC (NGD) is a development company focused on multi-family and for-sale single family and townhomes. NGD and its predecessor company, Wiseman-Hughes, has been a significant and innovative presence in Chicago's western suburbs for more than 50 years. The company was founded and lead by James Hughes Senior until his son, James "Jimmy" Hughes, Jr., assumed the reigns of the company in 1985. NGD's senior staff, all of whom have a long tenure with the Hughes', have a significant amount of experience in land acquisition and entitlement, land development, product development, construction, marketing, sales and finance.

Since the company's inception, Jim Hughes, Jr. and partners have built over 1,150 multi-family residential units and more than 10,000 for-sale homes in 46 communities. This senior management team grew the company into one of the top five privately held home builders in the Chicago area operating primarily in DeKalb, DuPage, Kane, Kendall and Will counties.

### ***King Street Capital LLC***

With over two decades of experience in project development, real estate management, and strategic acquisition, King Street's Principals bring vast expertise in running and financing successful projects. The Principals of King Street have been involved in over \$50Million of projects in the Chicagoland suburban marketplace.

RANDALL CROSSING DEVELOPMENT  
Economic Incentive Request  
My Place Hotel  
March 20, 2017

We are requesting a revision to the particular areas of the North Aurora fee structure to assist our development's pro forma and ensure the success of the project. We have outlined two particular fees we would like to see revised consideration as an integral part of our economic success for completion.

Traffic Impact Fee

Reasoning:

We are requesting a reduction to \$1.00 /sf valuation from \$3.00/sf as indicated on Exhibit L Fee Schedule. This request is a result of researching and understanding the hotel will not create a large increase impact to the traffic volume or flow through the community while using existing roadway thoroughfares.

Per The Institute of Transportation Engineers publication, see attached, you will find a section of their "Trip Generation" data for during and after peak hours. The Hotel commercial classification of use as shown in the publication, indicates and shows this particular use has a low generation of volume, therefore supporting our ask to reduce the valuation to the fee schedule.

Water Connection/Tap-on Fees

Reasoning:

An evaluation of the entire Exhibit L Fee Schedule allows us to determine our total cost and how these fees will impact the entire pro forma. In reviewing these fees we have learned of how much we need assistance from the village therefore asking for consideration to waive the Water Tap-on/Connection Fees to make this project financial successful.

We base and highlight this particular line item due to previous precedence set with the village for the previous hotel project Fairfield Marriot.



## CEMCOM ENGINEERING

January 23, 2017

Pursuant to the request regarding the Village of North Aurora Traffic Impact Fees, we have reviewed trip generation figures for the commercial portion of the subject site which includes two restaurants (7,000 sq ft and 11,200 sft) and a 63 room Hotel with an approximate floor area of 30,000 sft.

The impact fee imposed by the Village of North Aurora for office and commercial sites is listed as \$3.00/square foot. Trip generation for commercial properties will vary significantly depending on the specific land use. The following is a listing of peak hour traffic generation figures based on specific land uses as stated in the publication "Trip Generation, 7<sup>th</sup> Edition" printed by The Institute of Transportation Engineers. This publication is utilized by traffic engineers who prepare traffic studies for various developments.

<b><u>Land Use</u></b>	<b><u>A.M. Peak Hour Trips</u></b>	<b><u>P.M. Peak Hour Trips</u></b>
	(trips/1000 SFt)	(trips/1000 SFt)
Hotel	0.67	0.70
Quality Restaurant	0.81	7.50
General Office	1.55	1.49
Veterinary Clinic	4.08	4.72
Medical – Dental Clinic	2.30	3.46
Apparel Shops	-----	3.83
Day Care Center	12.8	13.2
Fast Food Restaurants	49.3	33.8

There are obviously many other Commercial land uses not listed above but it should be noted that in general, Hotel and Quality Restaurant land uses are typically on the lower end of the Trip Generation figures. Since the basis of the Village's impact fees are linked to how much traffic will be generated from the site it seems reasonable to request some relief from the \$3.00/sft traffic impact fee due to lower site traffic generation.

**EXHIBIT L  
FEE SCHEDULE**

**VILLAGE OF NORTH AURORA  
RANDALL HIGHLANDS**

<b>TITLE</b>	<b>AMOUNT</b>	<b>WHEN</b>	<b>NOTES</b>
<b>Building permit</b>	<b>\$28/100 sq.ft.</b>	<b>at permit</b>	
<b><u>Capital Fees:</u></b>			
<b>Cap. Western</b>	<b>\$1043/ac</b>	<b>at plat</b>	<b>Residential</b>
	<b>\$70/1000 sq. ft. of the lot</b>	<b>at permit</b>	<b>Office or Commercial</b>
<b>Fire Protect</b>	<b>\$715/du</b>	<b>at permit</b>	<b>Residential</b>
	<b>8 cents per sq. ft.of the building</b>	<b>at permit</b>	<b>Office or Commercial</b>
<b>Library</b>	<b>\$120/du</b>	<b>at permit</b>	<b>Residential only</b>
<b>School</b>	<b>Applied by formula per du</b>	<b>at permit</b>	<b>Residential only (75% of established formula based on home</b>
<b>Traffic Impact fee</b>	<b>\$3/sq. ft.</b>	<b>at permit</b>	<b>Office or Commercial</b>
	<b>\$1800/du</b>	<b>at permit</b>	<b>Residential (subject to a \$1200 credit for the first 125 du perm</b>
<b>Revenue Gap Fee</b>	<b>\$320/ac/yr</b>	<b>at anniversary</b>	<b>Reduced by number of homes built per year</b>
<b><u>Land/Cash Donations:</u></b>			
<b>Park District</b>	<b>10ac/1000 pop. - land donation</b>	<b>at permit</b>	<b>Per formula (Residential only)</b>
<b>School District</b>	<b>Applied by formula per du</b>	<b>at permit</b>	<b>Residential only (based on bedroom count)</b>
<b><u>Third Party Costs:</u></b>			
<b>Subdivision &amp; Annexation Fee</b>	<b>\$30,000</b>	<b>Paid</b>	
<b>Consulting/Plan Review Fees</b>	<b>TBD when incurred</b>	<b>W/in 30 days of invoice</b>	<b>Developer to reimburse costs in excess of</b>
			<b>Annexation &amp; Subdivision Fee plus 12%</b>
<b>Inspection Fee</b>	<b>TBD when incurred</b>	<b>W/in 30 days of invoice</b>	<b>Costs plus 12%</b>
<b><u>Water &amp; Sewer:</u></b>			
<b>Water Tap-on</b>	<b>Min. of \$2765</b>	<b>at permit</b>	<b>Office or Commercial - Determined per tap size</b>
<b>Water Tap-on</b>	<b>Min. of \$1659</b>	<b>at permit</b>	<b>Residential - Determined per tap size</b>
<b>Water Meter</b>	<b>Min. of \$443</b>	<b>at permit</b>	<b>Based on actual meter cost plus 12%</b>
<b>Water usage during construction</b>	<b>\$62/du</b>	<b>at permit</b>	
<b>Village Sewer tap on</b>	<b>\$153/1000 sq.ft.</b>	<b>at permit</b>	<b>Office or Commerical</b>
<b>Village Sewer tap on</b>	<b>\$553/du</b>	<b>at permit</b>	<b>Residential</b>
<b>Storm Sewer Fee</b>	<b>175 per unit</b>	<b>at permit</b>	

**Other:**

**Damage & Nuisance Bond**            **\$2500/du**  
**Fence allowance**                    **\$150,000**

**at permit**                                    **Residential only**  
**W/n 30 days of annexation**    **To be credited back on the traffic impact fee as noted above**

**LEGEND**

**ac. = acre**

**sq. ft. = square feet of building area**

**du = dwelling unit**

**RANDALL CROSSING  
TOWNHOME APARTMENT INFORMATION  
Planning Commission Hearing  
3.7.17**

The proposed product we would like to introduce to this rezoning area is an extension of the existing product time directly west of Comiskey Ave located in Randall Highlands.

As the original developer builder of that property we recognized a unique need for the rental market that was not being met by traditional rental apartments.

This style of living we call "Transitional" living style as it allows for the renter to feel more like a single family home allowing for an internal 2 car attached garage, extra storage and the ability to have "Live to work" style residences.

The original development of this product was so successful that we accomplished full stabilization before we finished our last construction unit. At that time we search for the opportunity for more property as the demand was warranted.

We were glad to be approached by NA Lodging as we learned very quickly this development not only had the immediate infill need per the PUD area and could be a direct extension, but it was imperative to both the My Place Hotel and the Townhome Apartments to subsidize each product to be successful.

The two products complement each other's needs as it allows a short and long term rental program that keeps the resident in the neighborhood in lieu of moving to another location.

The added bonus is the mass development and timelines to be shared are in unison of construction needs and can support a single involvement of activity with limiting the disruption of the surrounding businesses.

These residences we find retain the units on average longer than a typical apartment unit as it allows them to experience "for sale" living with the benefits of a rental.

We believe the added long term residences will also bring added safety, security to the immediate area while providing to enjoy the ability to walk to immediate neighborhood businesses.

We have (4) plan types consisting of 2 and 3 bedroom units. We found the 3 bedroom unit to be most popular and in demand as our market research has indicated.

Plan B 3 Bedrm 2.5 Ba End Unit with a private patio	1465 SF with a 448 SF 2-car garage
-----------------------------------------------------	------------------------------------

Plan C1 2 Bedrm 2.5 Ba Int Unit (double master with private ba)	1606 SF with a 445 SF 2-car garage
-----------------------------------------------------------------	------------------------------------

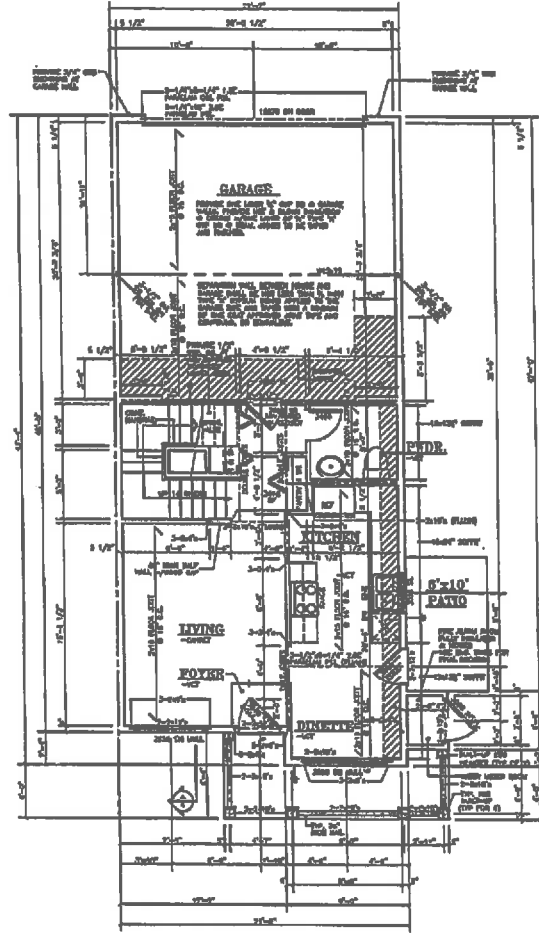
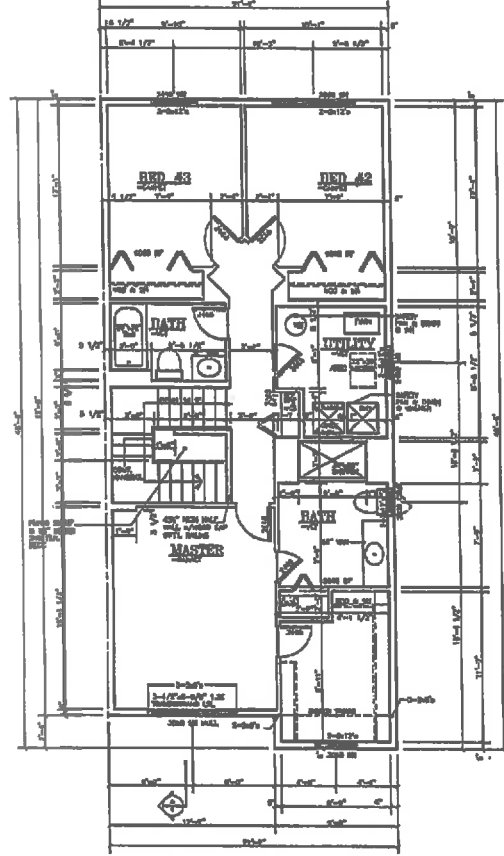
Plan C2 3 Bedrm 2.5 Ba Int Unit (great for home office)	1606 SF with a 445 SF 2-car garage
---------------------------------------------------------	------------------------------------

Plan D 3 Bedrm 2.5 Ba End Unit with large front porch living	1768 SF with a 490 SF 2-car garage
--------------------------------------------------------------	------------------------------------

The school district impact is per the average industry of 8-10% of the residences as demonstrated with the Randall Highlands neighborhood of (20) students.

The rezoning of this parcel will not add more infrastructure demand to the village as we will have incorporated the design elements of the existing primary streets and intersections allowing for us to create the internal traffic flow and lighting within our financial proforma.





FIRST FLOOR PLAN

100 TOTAL  
 547 SQ. FT. FIRST FLOOR  
 100 SQ. FT. SECOND FLOOR  
 1,400 SQ. FT. TOTAL  
 100 SQ. FT. PORCH  
 100 SQ. FT. GARAGE

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

602-B  
 UNIT B - FLOOR PLANS

DATE  
 2/1/17

JOB #  
 100-117-001

FILE  
 100-117-001

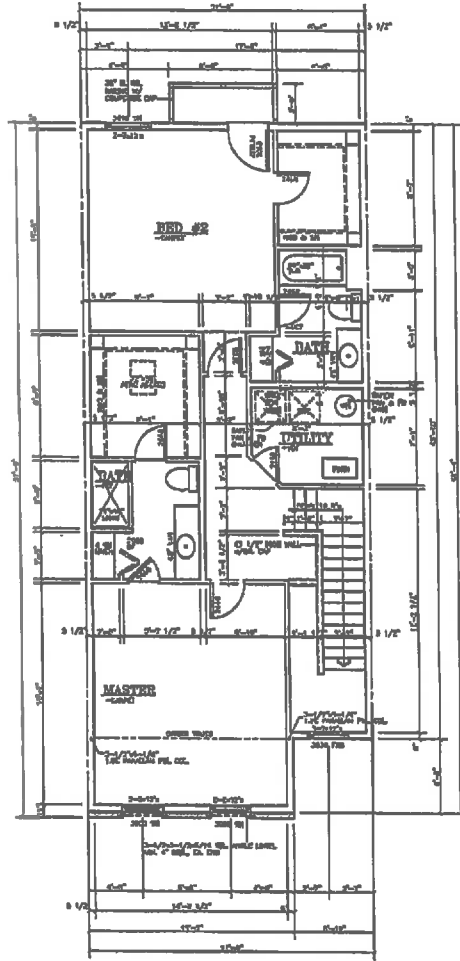
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----

333 E. 11TH ST.  
 SUITE 100  
 CHICAGO, IL 60605  
 (312) 321-1100

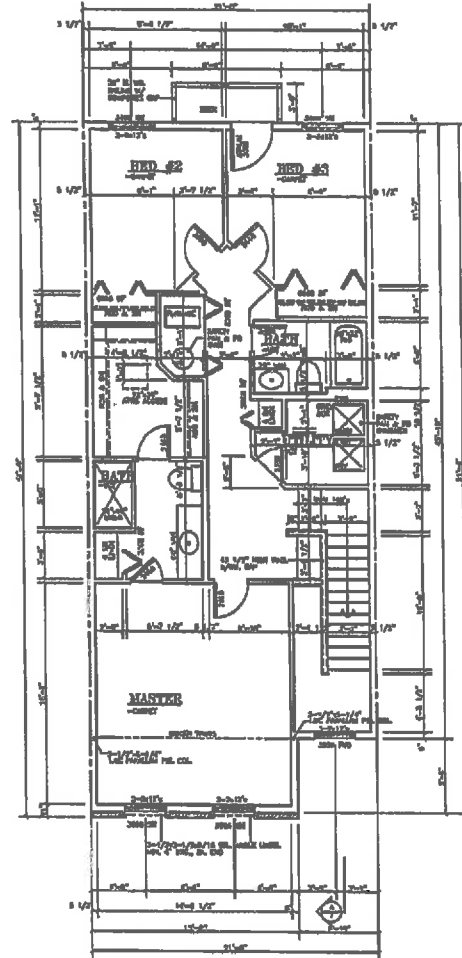
APT'S  
 1000 AMERICA, CHICAGO

Bloom Architecture, LLC  
 P.O. Box 579  
 La Grange, IL 60525  
 708-354-2424  
 fax 708-354-2525  
 DESIGN FIRM # : 184,000352

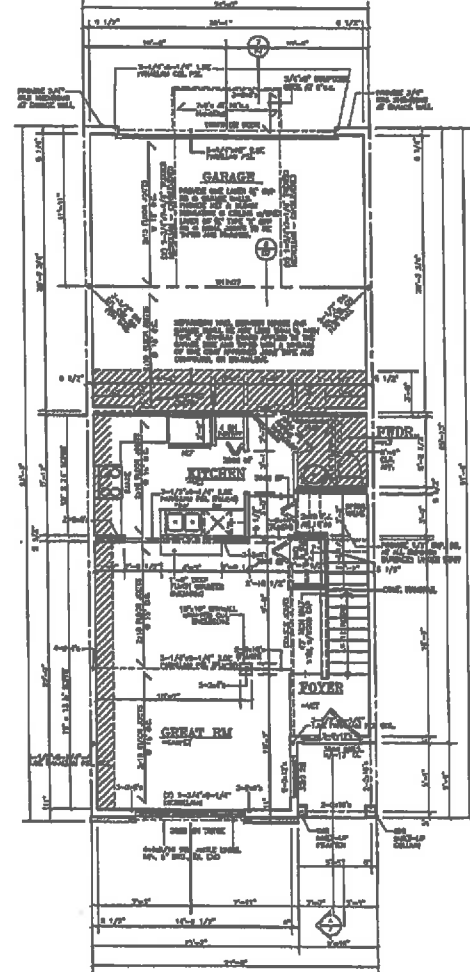
2  
 Sheet No.



**SECOND FLOOR PLAN**  
2 BEDROOM OPTION SCALE: 1/4" = 1'-0"



**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

NO. 1000000  
NO. 1000000  
NO. 1000000  
NO. 1000000  
NO. 1000000  
NO. 1000000  
NO. 1000000  
NO. 1000000

603-C - FLOOR PLANS  
UNIT C

5

DATE 2/1/01  
JOB # 1000000  
FILE # 1000000

1	2/1/01	1000000	1000000
2	2/1/01	1000000	1000000
3	2/1/01	1000000	1000000
4	2/1/01	1000000	1000000
5	2/1/01	1000000	1000000
6	2/1/01	1000000	1000000
7	2/1/01	1000000	1000000
8	2/1/01	1000000	1000000
9	2/1/01	1000000	1000000
10	2/1/01	1000000	1000000
11	2/1/01	1000000	1000000
12	2/1/01	1000000	1000000

NO. 1000000  
NO. 1000000  
NO. 1000000  
NO. 1000000

APT'S  
NO. 1000000

Bloom Architecture, LLC  
PO Box 578 IL 60625  
La Grange, IL 60625  
708-354-3232  
fax 708-354-3232  
DESIGN FIRM # : 184.008362





## **RANDALL CROSSING COMMUNITY TIME LINES**

**March 7, 2017**

<b>Townhome Apartment Plan Review Submittal</b>	<b>April 1, 2017</b>	<b>2 months</b>
<b>Hotel Plan Review Submittal</b>	<b>April 15, 2017</b>	<b>2.5 months</b>
<b>Mass Earth Work Start (early dirt work)</b>	<b>May 1, 2017</b>	<b>1.5 months</b>
<b>Site Work Completion Date</b>	<b>June 15,, 2017</b>	
<b>Hotel Excavation Start</b>	<b>June 16, 2017</b>	<b>8 months</b>
<b>Townhome Excavation Start</b>	<b>June 26, 2017</b>	<b>8 months</b>
<b>Townhome First Occupancy</b>	<b>December 1, 2017</b>	
<b>Townhome Construction Completion</b>	<b>March 2018</b>	
<b>(pending winter items)</b>		
<b>My Place Hotel Completion</b>	<b>February 2018</b>	

---

## VILLAGE OF NORTH AURORA BOARD REPORT

---

**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** WATERING PERMIT TEXT AMENDMENT  
**AGENDA:** 3/20/2017 COMMITTEE OF THE WHOLE MEETING

---

### DISCUSSION

Section 13.28.040(D) of the Village Code allows watering permits to be made available to the public throughout the growing season. Watering permits allow the public to water the sod, seed or vegetative landscaping utilizing unattended automatic sprinkling devices for a period of time not to exceed eight hours on the first day; and for the next consecutive nine days, watering shall be allowed between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 6:00 p.m. and 9:00 p.m. Following the ten (10) day period, compliance with the standard restricted watering time is required.

Section 13.28.040(D) also requires that staff estimates a predetermined amount of watering permits to be made available in each month of the next growing season, and obtain approval for the number of permits to be made available, by the Village Board on or before the first Board meeting in February of each year.

In order to accommodate property owners with the ability to obtain watering permits, staff is proposing to eliminate Section 13.28.040(D) in its entirety and allow watering permits to be issued on an as-needed basis. Staff notes that the Community Development Department usually issues an estimated 50 watering permits per year.

### Attachments:

1. Draft Ordinance amending Chapter 13.28.04 of the Village of North Aurora Municipal Code relating to watering permits

**ORDINANCE NO.**

**AMENDING CHAPTER 13.28.04 OF THE VILLAGE OF NORTH AURORA  
MUNICIPAL CODE RELATING TO WATERING PERMITS**

WHEREAS, the current Water Conservation Ordinance allows watering permits to be made available throughout the growing season; and

WHEREAS, certain Village Staff and Departments shall predetermine how many watering permits shall be made available in each month of the next growing season and the Village Board shall review and approve the watering permits proposal on or before the first board meeting in February of each year; and

WHEREAS, after careful consideration, those Village Staff and Departments have determined that it is in the best interest of the Village of North Aurora to provide the public with watering permits on an as-needed basis, without limitation of a predetermined number of watering permits.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees as follows:

SECTION 1 Section 13.28.040(D) of Chapter 13.28 Title 13 of the North Aurora Municipal Code is hereby removed in its entirety.

SECTION 2 The remaining portions of Section 13.28.040 of Chapter 13.28 Title 13 of the North Aurora Municipal Code remains unchanged, except as provided for in this ordinance.

SECTION 3 This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017, A.D.

Mark Carroll \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Chris Faber \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017, A.D.

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Lori Murray, Village Clerk

# Memorandum



**To:** Village President and Village Board of Trustees  
**From:** Steven Bosco, Village Administrator  
**Date:** 3-15-17  
**Re:** Community Sign

---

The community sign located at the northeast corner of State Street (Route 56) and Lincolnway (Route 31) was donated to the Village by the North Aurora Lions Club in the late 1980's. The Village has been responsible for updating the sign with new messages and the general maintenance of the sign. In its current state, the clock feature and temperature gauge on the sign are no longer working. Staff has reached out to two separate sign companies and have been told that these features are mostly obsolete and replacement parts are unavailable. In addition, electricity to the sign was terminated when the Activity Center was demolished in 2015. However, the electricity to the sign has since been restored, lighting up the double-sided reader board.

The Village Board discussed building a new sign at the June 20, 2016 Committee of the Whole meeting. Staff estimated the cost to refurbish or replace the sign with a double-sided light-emitting diode (LED) reader board to be up to \$60,000. Staff suggested an LED reader board as it increases staff efficiency by being able to program messages remotely. Currently, messages are changed by staff manually. Remote access also allows for messages to be removed immediately after an event has passed, keeping any updates timely. An LED board also allows for more than two messages to be posted at one time on the sign as the messages rotate and more visibility by utilizing colors and graphics. Per the discussion, the Village Board was in favor of moving forward with the purchase of the new sign.

Prior to the June 20<sup>th</sup> conversation, the Lions Club stated that they were interested in being exclusive sponsors of the sign, essentially providing a monetary donation to help fund the sign since they paid for the original sign. The Village Board discussed sponsorship at the June 20<sup>th</sup> meeting and determined that any sponsorship opportunities should be made available to other civic groups. Sponsorships discussed may be in the form of a monetary donation towards the cost of the sign in exchange for the civic group's logo to be added to the sign when it's constructed.

There was no discussion as to the monetary amount the Village would ask for if it sought sponsorships from civic groups.

Since the last discussion and in preparation of the upcoming budget year, staff met with three sign companies that meet the Village's responsible bidder requirement. Staff was seeking a company to provide a not-to-exceed contract to design, build and install the new community sign. Ultimately, staff is seeking the Village Board to waive bids in order to work with the selected company. Staff chose this process as opposed to holding a formal bid as the recent Village entry way welcome sign project yielded only one qualified bidder, despite two bid processes. Working with one company also gives the Village control over the design process as well as the building process. By having control of the design and build aspects of the project, staff can ensure any design selected by the Village Board can be built without unforeseen material or color alterations.

Staff has concluded the company review process and has received a contract from Western Remac Inc. of Woodridge, IL in the not-to-exceed amount of \$70,000. The contracted amount includes Western Remac's use of Greenberg Farrow, a professional landscape architect/site planner. The contract may ultimately be less money depending on the final sign selected by the Village Board and the fact that the Village has already established electricity at the site. Western Remac has conducted many municipal sign projects including directional/wayfinding signage, entryway signs and community signs.

At this point staff is seeking direction as to whether to move forward with the contract from Western Remac, Inc. in an amount not-to-exceed \$70,000. Should the Village Board agree to continue moving forward, staff is also seeking direction on the parameters for sponsorship, should the Village Board confirm sponsorships should be sought. These parameters include whether sponsorships should be limited to a certain number and what type of monetary contribution for sponsorship is reasonable.

Please find attached the contract from Western Remac Inc. in an amount not-to-exceed \$70,000 as well as information about their company and experience.

[www.westernremac.com](http://www.westernremac.com)



"Your Complete Sign Solution Provider"™

...Precisely  
the right partner







(630) 972-7770  
(630) 972-9680 fax  
(888) 744-6765 toll free  
www.westernremac.com

March 07, 2017

Village of North Aurora  
Mr. Steven Bosco

Re: Village Welcome/LED Message Sign Design Build Proposal

Dear Mr. Bosco:

We are pleased to submit the attached proposal for your Welcome/LED Message Sign Design Build initiative. Western Remac, inc.(WRI) is a signage contractor based in Woodridge, IL, with over 40 years' experience in the signage and construction industries with a solid knowledge of the Community Branding systems. With our sign fabrication, installation, and design experience Western Remac, Inc. is fully qualified to complete your project.

To complement our engineering, fabrication, and installation expertise, we will be teaming up with Greenberg Farrow, Inc. as our design sub-consultant. As professional Landscape Architects and Site Planners, Greenberg Farrow will be the optimal partner for this design build job.

WRI has built numerous community branding projects over the past 20 years. Examples of our gateway entry and wayfinding work can be found in numerous communities, parks, airports and major venues throughout the Chicagoland area. In addition to Skokie Downtown; City of Elmhurst, Village of La Grange Park, City of Des Plaines, Village of Oak Park, Village of St. Charles, Village of Woodstock, City of Chicago, Village of Frankfort, The City of Hobart, Indiana, Village of Lemont, O'Hare/Midway, and Soldiers Field just to name a few. Our company's staff is composed of engineers, project managers, and skilled craftsmen consisting of union carpenters, ironworkers, laborers, operating engineers, and teamsters which enable us to design, engineer, fabricate, and safely install your Welcome Sign program. Once you have reviewed our complete submittal, I trust you will find our team to be "uniquely qualified" to assist North Aurora with this most important project, and precisely the right partner for you.

We thank you for the opportunity to furnish the attached proposal and look forward to working with you on this project.

Respectfully yours,  
Western Remac, Inc.

Michael V. Conoscenti  
President

1740 Internationale Pkwy. Woodridge, Illinois 60517

EQUAL OPPORTUNITY EMPLOYER M/F/D/V

**Village of North Aurora  
Welcome/LED Message Sign DB proposal  
Phase 1 and 2 Scope of Work**

Below is our **Design-Build Proposal** for of the following elements: **Ground-mount Welcome sign to be located at the NEC of Rt. 31 and W. State St. Sign shall be double sided and consist of an LED variable message center that is roughly 48"x96" in dimension. Message center will be full color and have a 16mm pixel or better. Message center will have a decorative surround that will brand the Village of Aurora. Sign surround will consist of metal, masonry, or another exterior grade product that will be determined in the design phase. This element will serve to inform the pedestrian and motoring public of Village information. In addition it will serve as a key branding element of the North Aurora community. Western Remac, Inc. will provide the following products and services broken into two phases:**

**Phase 1: Due diligence, survey, analysis, and design of following elements: Welcome/LED Message Center Sign.**

- Kick-off meeting with Village of North Aurora and all key Village Staff.
- Gather input from Village Staff on the community's existing brand and to determine look and feel of the 2 elements at kick-off meeting.
- Field assess for feasibility the existing locations the Village has put together.
- Perform JULIE locates on 24 locations for new Wayfinding Signs.
- Document JULIE results and determine feasibility for the new elements.
- Prepare 3 different design concepts for the Welcome sign.
- Meeting with Village Staff to present concept designs.
- Follow-up meeting with Village Staff to review Village feed-back. Revise design concepts down to two "preferred" concept for the Welcome sign.
- Attend Village Board meeting to present concepts and answer questions
- Follow-up meeting with Village Staff to review final chosen concept and make any final tweaking modifications to that concept.
- After approval of final design, WRI will present hard quotation for Phase 2 (Furnish and Installation).

**Phase 1 Deliverables: Time frame 6-8 weeks**

- 3 Color prototype design concepts for each element (11"x17").
- 2 Color design concepts for each element (11"x17").
- 1 color design of final concept (11"x17")
- Demo of LED message board
- JULIE results documentation.
- Hard price quotation for Phase 2.

**Phase 2: Engineer, fabricate, and install the Welcome sign element created in Phase 1**

- Present material/color samples for approval.
- Designate and field stake final location for Welcome sign.
- Final JULIE.
- Final production engineering.
- Present production shop drawings for approval by Village.
- Obtain Permits from Village if necessary (cost to be passed onto Village).
- Furnish and install new Welcome sign, message center, and surround/base.
- Remove and scrap existing sign and pole.
- Site restoration to rough grade (finish landscaping and seeding provided by village).
- Spoil removal included.
- Equipment setup will take place in Village owned parking lot during installation and removal daytime hours M-F
- All installation work will be performed during day hours M-F.

**Phase 2 Deliverables:** time frame 12-14 weeks

- Full Color shop drawings.
- Construction time line.
- Color/material samples.
- (1) Welcome / LED Message center sign, double sided.
- (1) Decorative surround and base. (design and materials tbd in phase 1)
- (1) setup and training of message center by Daktronics technician
- (1) setup, access, and training on design software to create and control content on LED message center.
- Power will be brought to site of sign by Village

**Cost for Phase 1 and Phase 2 not to exceed \$70,000.00**

## Corporate Profile



### **Organization**

Western Remac, Inc., an Illinois corporation.

#### **Officers:**

Michael Conoscenti, President

Jill Longoria, Treasurer

Gregory Longoria, Secretary

Todd Fiegl, Vice President

Vicki Fiegl, Vice President

### **Years in Business**

15 Years under current name

Prime Contractor: 47 years experience

Subcontractor: 45 years experience

### **Bonding Capacity**

Available Bonding Capacity: \$6,500,000

-Single Project: \$5,000,000

-Aggregate: \$10,000,000

### **Corporate Headquarters**

1740 Internationale Parkway, Woodridge IL 60517

### **Litigation**

None.

### **Our Approach to Teaming and Project Management**

Our philosophy of working closely with customers, drives our project management and engineering support operations, and fuels our commitment to building and maintaining long term partnerships. We are acutely aware of the value and importance of providing close, individual attention to each project and we excel when accountable for an end-to-end process. Our start-to-finish approach begins with creative and practical design, excellent fabrication, successfully installed, implemented, on-time, within budgetary requirements, with the common goal of public safety and a competitive cost-of-ownership.

WRI has built numerous community branding projects over the past 20 years. Examples of our gateway entry and wayfinding work can be found in numerous communities, parks, airports and major venues throughout the Chicagoland area; City of Elmhurst, Village of La Grange Park, City of Des Plaines, Village of Oak Park, Village of St. Charles, Village of Woodstock, City of Chicago, Village of Frankfort, The City of Hobart, Indiana, Village of Lemont, O'Hare/Midway, and Soldiers Field just to name a few. In addition, we just finished a design build wayfinding job for Bartlett, valued at \$170,000. Our company's staff is composed of engineers, project managers, and skilled craftsmen consisting of union carpenters, ironworkers, laborers, operating engineers, and teamsters which enable us to design, engineer, fabricate, and safely install your wayfinding program.





### ***Design Build Community Branding Project***

City of Des Plaines

2008

\$200,000.00

Main LED Gateway DMS at Northwest Corner of River and Miner



***Village of Elk Grove***

*Location:* Elk Grove Boundaries

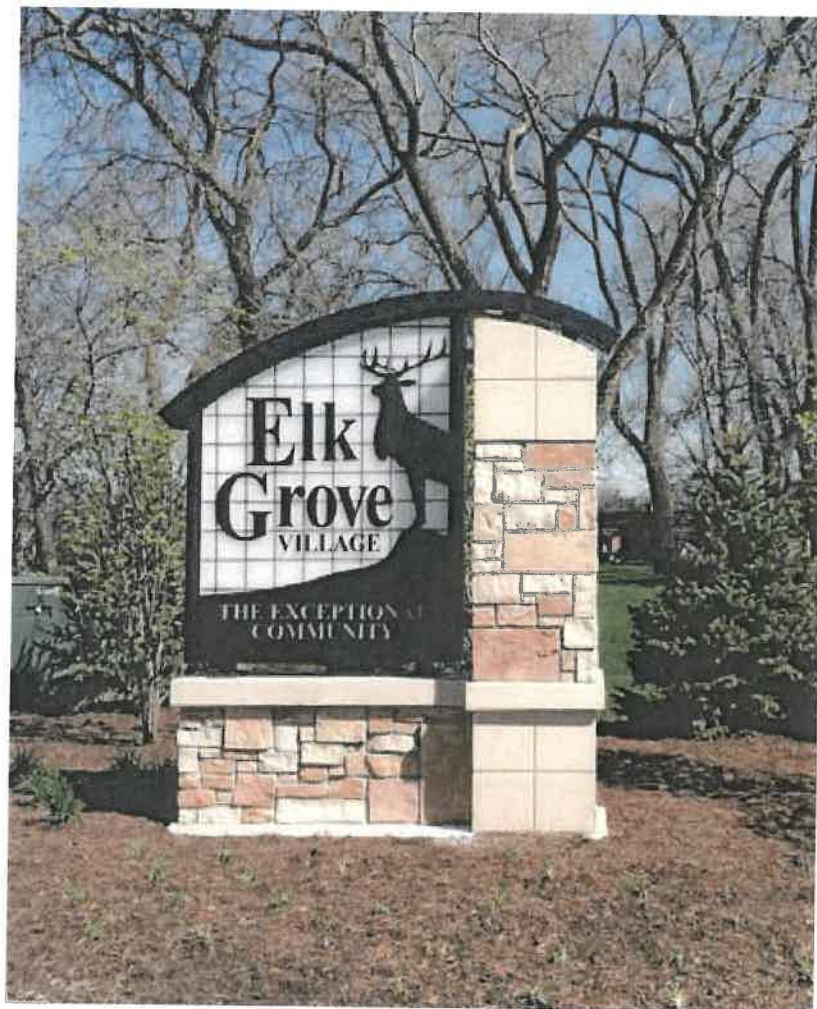
*Time Line:* 2014-2015

*Project Value:* \$260 Thousand

*Owner:* Village of Elk Grove

*Contact:* Brian Lovering

**Design build Village Gateways**







Original Sign

## Village of Richton Park

**Location:** Village Hall

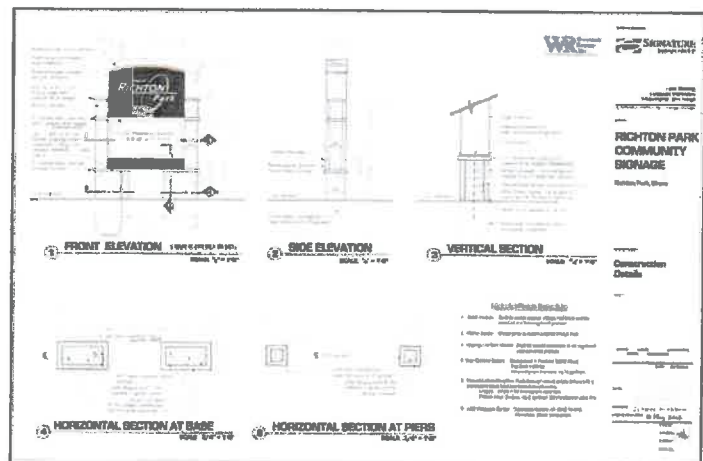
**Time Line:** 2011-2012

**Project Value:** \$125 Thousand

**Owner:** Village of Richton Park

**Contact:** Ouida Drummund

**Design of Village Brand, and Design build  
Village Hall Sign**





## College of DuPage

Completed work in 2010  
 Contract value \$1,037,000

Furnish and install campus identification and wayfinding signage



***Village Gateway Sign and Wayfinding Project***

Monument Sign  
Village of Bartlett, IL  
Completed in 2008  
Steve Bosco (630) 837-0800  
\$170,000.00

Fabrication & installation of custom monument and wayfinding signs at various locations throughout the Village.





*Village of Homewood*

\$55,000.00

Design, fabricate sign cabinets, construct foundations and stone base and install gateway entry signs.





***La Grange Park 31st Streetscape Revitalization***

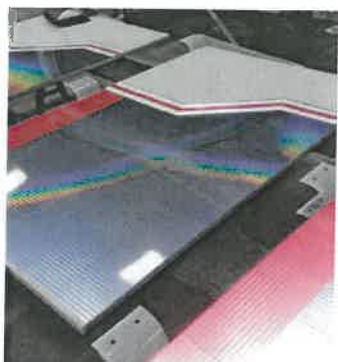
Village of La Grange Park, IL

2006

\$200,000

Village of La Grange Park 31st Street Streetscape, included the fabrication & installation of custom Wayfinding, Gateway Entryway Signage, Information Kiosks and Street Name Signs.





## Rosemont Wayfinding Design Build

**Location:** Rosemont

**Time Line: 2012-2014**

**Project Value: \$575 Thousand**

**General Contractor:** Western Remac

**Construction Manager:** Christopher Burke Engineering

**Contact:** Mark Wrzeszcz

## Design Build of Wayfinding Brand, Overhead Truss and Multiple Wayfinding Elements

[illegible]





**Skokie Wayfinding Design Build**

**Location:** Skokie

**Time Line: 2014-2015**

**Project Value: \$215 Thousand**

**General Contractor:** Western Remac

**Contact: Michael Aleksic**

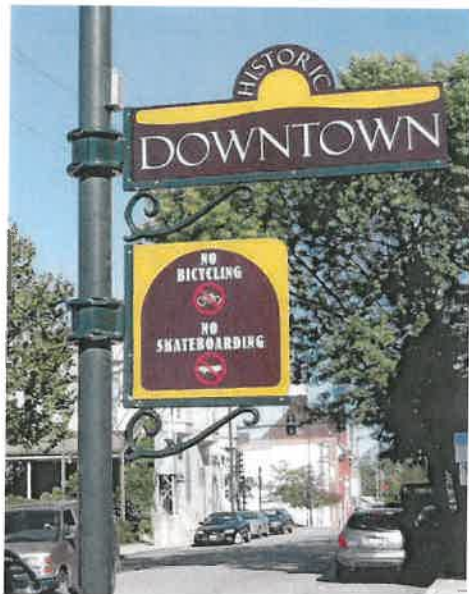
## Design Build of Wayfinding Brand, Wayfinding Elements Parking Identifiers and Gateway Elements

[illegible]

### ***Streetscape Revitalization***

Furnish and Install gateway signage  
Village of St Charles, IL  
Completed in 2006  
Greg Rejnart (630) 377- 4405  
\$300,000.00

Fabrication & installation of custom Wayfinding,  
Gateway Entryway Signage, Information Kiosks  
and Street Name Signs.





***McCormick Place West Expansion***

**Location:** McCormick Place

**Time Line:** 2006-2007

**Project Value:** \$1.7 Million

**General Contractor:** Clark Construction

**Contact:** Jim Calhoon (312) 525-8969

Variable message signs at entrances to facility,  
parking lots and parking structures





## **Chicago Midway International Airport**

**Location:** 5700 S. Cicero Ave. Chicago IL

**Time Line:** 1998 -2004

**Project Value:** \$3 Million

**General Contractor:** Clark/McHugh/Rausch - Joint Venture

The project consisted of a complete sign package for the total demolition and rebuild of Midway Airport. Items included, but were not limited to, ADA signs, flag mounted directionals, overhead wayfinding sign assemblies, dimensional letters and vinyl graphics.



**Michael V. Conoscenti**  
**President**  
1740 Internationale Pkwy.  
Woodridge, IL 60517  
630-972-7770

Michael is the president of Western Remac Inc. A graduate of Purdue University Krannert School of Management with a Bachelor of Science Degree, Industrial Management with a Minor in Computer Science. As President, he oversees all aspects of the company with a primary responsibility in guiding the sales and marketing division. As a 2nd generation owner, Michael has spent his entire life exposed to the transportation safety industry. He has set high expectations for the growth of Western Remac, and its role in the continuous improvement of the transportation safety industry.

Before stepping into the role of president of Western Remac, Michael performed with distinction as the Regional Sales Manager for Safe - Hit, a division of the Quixote Corporation (a major player in the transportation safety marketplace). During his three years with Quixote, Mike managed all sales and marketing activities in the 9 state Midwest region. He was responsible for overseeing the activities of all distributors and representatives within the region. During this time he achieved a 85% growth in his territory.

Michael's experience also includes contributions to the success of the Unistrut company, Mike was responsible for the sales of the Telespar Square post to the municipal highway departments. The product is used as a support system for secondary roadway signage. In addition to being responsible for bidding and servicing the state contract, he also promoted Rural Reference programs to country 911 boards throughout the state. Mike also worked in the Optical films division of Stimsonite. His main responsibility was to provide technical assistance for the applications of reflective films. This was a great opportunity right out of school. The position required travel throughout the Country and World. It brought Mike to sign shops in 46 of the 50 States and 4 Countries. In addition, it laid a great foundation for the sales field, as the position required communication with many types of personalities.

Currently, Michael is the President of the Illinois Chapter of ATSSA, Chairman of the Public Information Committee of IRTBA, and a member of the board of directors of the Woodridge Community Food Pantry.

### ***Project Executive***

Responsible for overall day to day operations.

---



Todd M. Fiegl  
Vice President - Construction  
1740 Internationale Pkwy.  
Woodridge, IL 60517  
630-972-7770

Todd Fiegl is the Vice President of Construction of Western Remac, Inc. A 1991 graduate of Clarkson University with a B.S. Degree in Civil and Environmental Engineering, Todd is also a licensed professional engineer, registered in the state of Illinois. Todd's civil engineering background is in the construction industry where he has spent his entire career.

Perini Corporation hired Todd out of college. After a year long tour in the estimating department of their Framingham, MA based office, Todd was transferred to Chicago to work on the Deep Tunnel Project. There Todd spent time as a project engineer. It was on this project where Todd learned the construction business from the field. Duties such as construction layout and surveying, field measurements, shop drawing preparation and review, quantity tracking and reporting, and construction safety were daily tasks which formed the basis of Todd's construction background. After several years at Perini Corporation, Todd shifted his focus out of underground construction and into road building and general contracting.

Prior to working at WRI, Todd spent four years as project manager in the Heavy and Highway division for the largest contractor in Illinois, Walsh Construction Company. In this capacity, Todd was responsible for the complete construction of transportation projects ranging in size from \$4.5 million to \$23 million. Daily tasks consisted of owner correspondence, maintenance of the job cost report, preparation and maintenance of the project CPM schedule, submission of monthly pay estimates, supervision of two project superintendents and up to four project engineers, and management of equipment fleets consisting of as many as 50 pieces of heavy equipment.

Todd is responsible for the contracting division of WRI. Responsibilities include seeking and bidding on new project opportunities, managing a staff of 3 project managers, 1 estimator, and one general superintendent, managing selected projects, engineering support for contracting operations, and contract management.

Currently, Todd is a member of the Illinois Road and Transportation Builders Association and both the National and Illinois Society of Professional Engineers.

### ***Project Executive***

Responsible for overall day to day operations, workforce and time line

---

## **CONTRACT**

THIS AGREEMENT, made this 21<sup>st</sup> day of March, 2017, by and between  
**The Village of North Aurora, 25 E. State Street, North Aurora, IL 60542**, (hereinafter called "Client"), and **Western Remac, Inc., 1740 Internationale Parkway, Woodridge, IL 60517**, (hereinafter called "Contractor"), WITNESSETH:

1. **SCOPE OF WORK.** Contractor agrees to furnish all necessary materials, labor, tools, equipment, and supplies necessary to perform all work in the construction of:

**The Village of North Aurora  
Welcome/LED Message Sign Design Build Project**

(hereinafter called "the Project") in accordance with any and all documents forming or made a part of this Contract by reference thereto. Contractor agrees to be bound to Client by the terms and provisions thereof.

2. **DUTY TO BE BOUND.** Contractor acknowledges that it has examined and familiarized itself with the conditions of the site of the work to be performed hereunder.

3. **ESTIMATED QUANTITIES/WORK.** It is agreed that the estimated quantities of materials to be furnished and/or work to be done for the Project by Contractor are as follows: Pursuant to Exhibits "A" and "B" attached hereto and made a part hereof.

4. **CONTRACT PRICE.** Client agrees to pay Contractor for furnishing the materials and performing the work specified under the scope of Sections 1 and 3 herein at a cost not to exceed **\$70,000.00** (excluding any permit, license, inspection, and traffic control and protection (beyond cone closures) fees - see Exhibits 'A' and 'B') without the written consent of both parties.

The Village of North Aurora is a public body and is exempt from excise, sales, and use taxes and therefore sales tax will not be charged on this project. Upon request, The Client will furnish Contractor with its State of Illinois Exemption Number to procure permanent materials to be incorporated into the Project.

5. **PAYMENT.**

5.1 **Conditions of Payment.** Payment to Contractor will be made based on the quantities and services listed above at a cost not to exceed **\$70,000.00** without the written consent of both parties (except for permit, licensing, inspection, and traffic control and protection (beyond cone closures) fees, as referenced in Exhibit 'A' – Furnish and Installation Breakdown). Contractor shall submit payment applications, made payable Net 30 Days from completion of the Work under this Contract agreement. Payment applications are to be certified and include any and all applicable waivers.

5.2 **Partial Payments.** Partial payments will be made to Contractor based upon the payment schedule detailed in Exhibit 'B' – Payment Schedule.

5.3 **Final Payment.** Upon complete performance of this Contract, Client will make final payment to the Contractor as detailed in Exhibit "B".

5.4 **Lien Waivers.** When required by Client, Contractor shall provide, in a form satisfactory to the Client, lien or claim waivers and affidavits from Contractor and its subcontractors and suppliers, at the time of payment.

6. **CHANGES IN THE WORK.** Without invalidating this Contract, Client may, at any time by written order, make changes in, additions to and omissions from the work to be performed and materials to be furnished under this Contract. Contractor will provide a cost proposal for said changes. All proposals must be approved in writing prior to commencing any changed work.

Any claim by Contractor for an increase in the contract price or for additional compensation for extra work performed or extra materials furnished by Contractor must be made in writing before Contractor performs the changes in the Contract work or incurs the claimed extra expense. Such changes shall require the pre-approval of the Village Board.

7. **COORDINATION AND TIMELY PERFORMANCE.** Time is of the essence of this Contract. Contractor shall furnish all materials, labor, tools, equipment and supplies necessary for the performance of this Contract in a proper, efficient and workmanlike manner in accordance with this Contract and the project schedule and revisions thereto, if any, prepared by Contractor or Client. Contractor shall prosecute the work undertaken in a prompt and diligent manner in accordance with the project schedule.

Contractor shall commence work under this Contract within 48 hours of receipt of a written notice to proceed from Client.

8. **DELAY.** Contractor shall prosecute its work in a diligent manner and will set up and maintain such a rate of progress as to enable it to complete the entire job within the time limits established by the project schedule. In the event Contractor's performance of this Contract is delayed, hindered or interfered with by acts of the Client, other contractors, subcontractors, or any other parties or for any cause whatsoever, without the fault or responsibility of Contractor, Contractor shall, in writing, request an extension of time for the performance of its work.

9. **WORKMANSHIP.** Every part of Contractor's work shall be executed in the most professional and workmanlike manner. All workmanship shall be of the best of its kind and all materials used in Contractor's work shall be furnished in sufficient quantities and in adequate time to facilitate the proper and expeditious execution of Contractor's work. All materials furnished shall be new except as may be otherwise expressly provided for in this Contract.

10. **SHOP DRAWINGS.** Contractor shall prepare and submit to Client the necessary shop drawings and other descriptive materials relating to the work covered hereby.

11. **WARRANTIES.** Contractor guarantees and warrants its work against all deficiencies and defects in materials and/or workmanship for a period of one year from date of final completion.

12. **INSURANCE/INDEMNIFICATION/BONDS**

12.1 **Insurance.** Within ten (10) days of the date of this Agreement, but in any event prior to Contractor beginning any Work on any given project site, Contractor shall provide evidence of the following insurance coverages which shall be issued by carriers reasonably acceptable to the Client and duly licensed to do business in the state where the project is located, maintaining an AM Best's rating of A, 8 or better:

- A. **Commercial General Liability** insurance with limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 per project aggregate. Such policy shall include all major aspects of coverage including but not limited to Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Independent Contractors and Contractual Liability. There shall be no endorsement or modification of the policy excluding or limiting liability arising from XCU hazards, and the policy must not contain a total pollution exclusion. The policy shall include ***The Village of North Aurora, its officers, directors, employees and agents***, and any other party as required by the Client, as Additional Insureds via a combination of ISO forms CG2010 10/01 and CG2037 10/01, or manuscript form(s) providing equivalent coverage (i.e. coverage for the Additional Insureds must be Primary/Non-Contributory, must include completed operations coverage, and must not be limited to vicarious liability or sole liability of Contractor), which form(s) must be accepted and approved by the Client or its insurance/risk manager. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. The policy shall also include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed above.
- B. **Business Automobile Liability** insurance with limits of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage covering all vehicles used in connection with Subcontractor's Work. The policy must provide coverage for the Additional Insureds, either by policy terms or by endorsement attached to the policy, for any liability incurred by any of them due to the actions of Contractor.
- C. **Workers Compensation and Occupational Disease** insurance in accordance with all applicable state and federal laws, with **Employers Liability** insurance limits of at least \$500,000/\$500,000/\$500,000. The



policy shall include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed in A. above.

- D. Excess/Umbrella Liability insurance with limits of at least \$2,000,000 per occurrence and in the aggregate. Coverage must be excess over the coverages listed in A-C above and shall also provide Additional Insured status and Waivers of Subrogation for the parties listed in A. above.

Contractor shall provide the Client with a Certificate of Insurance along with copies of all required endorsements, evidencing Contractor's maintenance of all of the above coverages. Said Certificate shall provide thirty (30) days advance written notice to the Client as the Certificate Holder in the event of cancellation or termination of coverage.

In the event any of these policies are terminated for any reason, and/or not less than five (5) days prior to the expiration date of any coverage(s), Contractor shall provide Certificates and endorsements as evidence of replacement and/or renewal of said coverages. Contractor agrees to maintain all of the required insurance for the benefit of the Client and any other Additional Insureds until the expiration of all applicable Statutes of Limitations, but in any event not less than two (2) years.

Any subcontractors employed by Contractor shall provide equivalent coverages. Otherwise, their work/services shall be included and covered under Contractor's insurance coverages. Evidence of subcontractor coverages shall be collected and maintained by Contractor prior to subcontractor beginning any Work on the project site, copies of which shall be provided to the Client immediately upon demand.

**12.2 Indemnity.** Contractor shall indemnify the Client against, and hold them harmless from any and all claims, suits, losses, damages, costs, expenses and attorneys' fees suffered or incurred on account of any breach by Contractor of any provision or covenant of this Contract Agreement.

Contractor shall further specifically indemnify the Client against and save them harmless from any and all claims, suits, losses, damages, costs, expenses and attorneys' fees for injury or death to persons or damage to property, including loss of use thereof, caused by, arising from, incident to, connected with or growing out of alleged wrongful acts or omissions of Contractor, regardless of whether such claim is alleged to be caused in part by the acts or omissions of The Client or their agents and employees.

In the event that the Client is informed that Contractor has breached any of the provisions or covenants of this Contract, the Client shall have the right to retain out of any payments due or to become due Contractor such an amount as the Client deems reasonable and necessary to protect the Client from and/or to reimburse it for any and all loss, damage or expense, including attorneys' fees, which the Client has or may incur by reason of such breach, until such time as Contractor has remedied or corrected the breach at no loss to the Client.

**12.3 Bonds.** If requested by Client, Contractor shall furnish to Client performance and payment bonds in the amount of \$70,000.00 within then (10) calendar days of Contract execution. Bonds must be issued by a Surety licensed to do business in the State of Illinois. Client shall pay to Contractor a bonding fee of 1.25% of the Contract Value upon receipt of invoice for the bond fee from the Contractor.

**13. SAFETY.** Contractor agrees that the prevention of accidents to workmen engaged in the work under this Contract is the responsibility of Contractor. Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the work and to the safety standards established during the progress of the work by Contractor.

**14. CLEAN-UP.** Contractor will at all times keep the premises upon and about which Contractor is performing work free from waste material, debris, or rubbish resulting from Contractor's work. At the completion of Contractor's work, Contractor will promptly remove all materials, equipment, tools, rubbish, and debris from and about the premises and restore the site to a rough grade condition. Contractor will not be responsible for any landscaping or brick-paving work; however, Contractor will be responsible for restoring any landscaping or streetscape fixtures damaged as a result of Contractor negligence.

**15. COMPLIANCE WITH LAWS.** Contractor agrees to be bound by and shall comply with all federal, state and local laws, ordinances and regulations applicable to Contractor's work including, but not limited to, equal employment opportunity, non-segregated facilities, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which Contractor must comply by law.

**16. PREVAILING WAGE RATES.** Not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by the court on review shall be paid to all laborers and workman performing work under this Contract. The following enclosed documents shall be a part of the Contract for this project: "Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor (attached as "Exhibit 'C'").

**17. CLIENT.** The word "Client" as used herein refers to **The Village of Elwood** and its authorized representatives, including the Architect or Engineer, and branch managers limited by the particular duties entrusted to them.

**18. COST OF DISPUTE RESOLUTION.** In the event of any dispute arising out of or relating to this contract or its breach, each party shall be responsible for its own costs, expenses and attorney's fees.

19. **SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right provided for herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

20. **TITLES.** The titles given to the articles of this Contract are for ease of reference only, and not intended to limit or preclude enforcement of rights or obligations appearing anywhere else in the Contract and shall not be relied upon or cited for any purpose other than reference.

21. **ENTIRE AGREEMENT.** This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, quotations, representations, understandings or agreements, either written or oral. No contemporaneous or subsequent conversations, agreements, quotations or writings will have any force or effect to modify this Contract unless reduced to a writing signed by an authorized representative of each party hereto. By the execution of this Contract, Client and Contractor bind themselves and their heirs, executors, administrators and assigns to the full performance of the covenants contained herein.

22. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Illinois.

23. **NOTICE.** Service of any notice required by the terms of this Contract shall be deemed to have been made if delivered in person to the individual or a member of the firm or entity, or to an officer or agent of the corporation for which it was intended, or if sent by registered or certified mail, to the last business address known to the party giving notice.

24. **EQUAL OPPORTUNITY PROGRAM.** Contractor warrants that it has developed and maintains an Affirmative Action Equal Employment Opportunity Program which fully complies with the requirements of the General Contract and the requirements of the Federal Highway Administration. Contractor agrees to so conduct its operations so as to preclude any discrimination on account of race, creed, color, sex, age or national origin and that, insofar as Subcontractor's business is concerned, it will, independent of any action taken by Contractor, take all affirmative measures required of Contractor by the General Contract to assure affirmative efforts toward effecting the employment of minority group labor. Attached hereto and made a part hereof are the following Federal and State Equal Employment Opportunity and Labor Compliance Provisions:

1. Specific Equal Opportunity Responsibilities (Federal-aid Contracts) (eff. 3-20-69)
2. Equal Opportunity Responsibilities (Non- Federal-aid Contracts (eff. 3-20-69)

3. Nondiscrimination Clauses for non-Federal-aid Contracts
4. Required Provisions for State Contracts. (eff. 4-1-65)
5. BC-1012—Certification of Nonsegregated Facilities.
6. Form PR 1273 (Required Contract Provisions—All Federal-aid Construction Contracts.
7. Federal-aid Proposal Notice
8. Certification of Equal Employment Opportunity (Federal-aid Contracts)
9. State Required Contract Provisions—All Federal-aid Construction Contracts (eff. 2-1-69)

25. **MULTIPLE COUNTERPARTS.** This Contract may be executed in multiple counterparts.

26. **TERMINATION.** The Client or Contractor may terminate this contract for convenience upon 30 days written notice to the other party. The Contractor shall be entitled to receive payment for the reasonable value of services provided and accepted by the Client and Contractor to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or duly authorized agents, effective on the day and date first set forth above.

**VILLAGE OF NORTH AURORA**  
an Illinois municipality

**WESTERN REMAC, INC.**  
an Illinois corporation

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

\_\_\_\_\_  
Michael Conoscenti  
President

**ATTEST**

**ATTEST**

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

\_\_\_\_\_  
Todd M. Fiegl  
Vice President

## **Exhibit A**

### **Village of North Aurora Welcome/LED Message Sign DB proposal Phase 1 and 2 Scope of Work**

Below is our **Design-Build Proposal** for of the following elements: **Ground-mount Welcome sign to be located at the NEC of Rt. 31 and W. State St. Sign shall be double sided and consist of an LED variable message center that is roughly 48"x96" in dimension. Message center will be full color and have a 16mm pixel or better. Message center will have a decorative surround that will brand the Village of Aurora. Sign surround will consist of metal, masonry, or another exterior grade product that will be determined in the design phase.** This element will serve to inform the pedestrian and motoring public of Village information. In addition it will serve as a key branding element of the North Aurora community. Western Remac, Inc. will provide the following products and services broken into two phases:

#### **Phase 1: Due diligence, survey, analysis, and design of following elements: Welcome/LED Message Center Sign.**

- Kick-off meeting with Village of North Aurora and all key Village Staff.
- Gather input from Village Staff on the community's existing brand and to determine look and feel of the 2 elements at kick-off meeting.
- Field assess for feasibility the existing locations the Village has put together.
- Perform JULIE locates on 24 locations for new Wayfinding Signs.
- Document JULIE results and determine feasibility for the new elements.
- Prepare 3 different design concepts for the Welcome sign.
- Meeting with Village Staff to present concept designs.
- Follow-up meeting with Village Staff to review Village feed-back. Revise design concepts down to two "preferred" concept for the Welcome sign.
- Attend Village Board meeting to present concepts and answer questions
- Follow-up meeting with Village Staff to review final chosen concept and make any final tweaking modifications to that concept.
- After approval of final design, WRI will present hard quotation for Phase 2 (Furnish and Installation).

#### **Phase 1 Deliverables: Time frame 6-8 weeks**

- 3 Color prototype design concepts for each element (11"x17").
- 2 Color design concepts for each element (11"x17").
- 1 color design of final concept (11"x17")

- Demo of LED message board
- JULIE results documentation.
- Hard price quotation for Phase 2.

**Phase 2: Engineer, fabricate, and install the Welcome sign element created in Phase 1**

- Present material/color samples for approval.
- Designate and field stake final location for Welcome sign.
- Final JULIE.
- Final production engineering.
- Present production shop drawings for approval by Village.
- Obtain Permits from Village if necessary (cost to be passed onto Village).
- Furnish and install new Welcome sign, message center, and surround/base.
- Remove and scrap existing sign and pole.
- Site restoration to rough grade (finish landscaping and seeding provided by village).
- Spoil removal included.
- Equipment setup will take place in Village owned parking lot during installation and removal daytime hours M-F
- All installation work will be performed during day hours M-F.

**Phase 2 Deliverables: time frame 12-14 weeks**

- Full Color shop drawings.
- Construction time line.
- Color/material samples.
- (1) Welcome / LED Message center sign, double sided.
- (1) Decorative surround and base. (design and materials tbd in phase 1)
- (1) setup and training of message center by Daktronics technician
- (1) setup, access, and training on design software to create and control content on LED message center.
- Power will be brought to site of sign by Village

**Cost for Phase 1 and Phase 2 not to exceed \$70,000.00**

**\*\* Completion goal for Phases 1 and 2 is August 31, 2017. While there is no guarantee of meeting that goal we will make every effort to do so providing there is no time loss due to weather, unforeseen material delays, decision making on (design, materials, or colors), obtaining permits, and any other unforeseen issues.**

**Optional costs if directed by Village of North Aurora:**

1. Performance and payment bond, 1.25% of contract value.
2. Stamped drawings by structural engineer passed on at cost plus 10%.
  - a. Roughly \$3,000 for ground mount structures.
3. Traffic control required by the village beyond a daytime cone closure
4. Permits / fees required by Village to be passed on at cost plus 10%.
5. There is no electrical work of any kind included in this proposal. If addition circuits or breaker boxes need to be installed that will be billed at cost plus 10%.
6. QA/QC concrete cylinders can be performed at cost plus 10% (we'll be using standard IDOT concrete mixes for the foundations for this job).
7. Contaminated soil removal.
8. If Julie locates determine hydro excavation is needed that will be billed at additional cost.



**Exhibit B**  
**Village of North Aurora**  
**Welcome/LED Message Sign Design Build Project**  
**Payment Schedule**

**Payment schedule for Phases 1 & 2 (will be modified if 2<sup>nd</sup> overhead truss option is contracted)**

1. \$10,000 at start of contract to commence design, engineering, and to procure performance & payment bond (if requested).
2. \$45,000 at the completion of phase 1 and start of Phase 2 to commence final engineering, produce production shop drawings, color/material samples, and procure materials to fabricate the job.
3. Phase 1 & 2 balance due upon installation completion.
4. Additional costs; net 30 after performed.