

AGENDA
COMMITTEE OF THE WHOLE
OCTOBER 19, 2021
2200 Harnish Drive
Village Board Room
7:45 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Algonquin Advantage Economic Development Presentation/Video
 - B. Consider an Amendment to Chapter 21.10 of the Algonquin Municipal Code
- C. Consider the Annexation, Preliminary Plat of Subdivision, Preliminary PUD, and Zoning upon Annexation (NorthPoint Algonquin Corporate Campus)
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider an Agreement with Burke, LLC for the Design Build of the North Harrison Street Streetscape Additions
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

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

Date: October 19, 2021

To: Committee of the Whole

From: Jason Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: Algonquin Advantage Economic Development Video

Staff will premiere a new promotional video before the Committee of the Whole that demonstrates the advantage of investing in Algonquin. The video highlights the many reasons why people call Algonquin home. Staff also plans to show it during the developer breakfast on October 28, 2021 and intends to distribute the video through social media as part of our marketing and promotion efforts.

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Patrick M. Knapp, AICP
Senior Planner

Date: September 1, 2021

Case Number:
PZ-13-21

Petitioner/Property Owner:
Village of Algonquin

Public Hearing Date:
September 13, 2021

Property Address/Location:
B-P Business Park Zoning District

Brief Summary of Request and Background

The Village of Algonquin’s Zoning Code allows for not more than one existing-nonconforming church in the B-P Business Park Zoning District. The language in the code states that after a five-year period from the passage of the Ordinance, the use of the property shall cease and the building shall be demolished. This time frame has been extended several times and the Village is petitioning to extend this timeframe a final time with a three-year period, subject to the structure being demolished before the end of the period.

Staff Recommendation Summary

Approve

Deny

Approve with Conditions

Discussion of Staff Recommendation

The Village of Algonquin’s Zoning Code allows for not more than one legal nonconforming existing church in the B-P Business Park Zoning District. The language in the code states that after a five-year period from passage on March 1, 2016, the use of the property shall cease and the building shall be demolished any time before March 1, 2021. The timeframe for the demolition of the only existing church in the B-P Zoning District has been extended several times through amendments to the Village’s zoning code and also through an extension of the approved Final PUD for RSR Warehouse. The Village is petitioning to extend the demolition one final time for a period of three years.

Below is a brief history of the demolition extensions for the legal nonconforming use at 2301 Boyer Road:

- In 2008, the Village approved the Annexation, Zoning, Preliminary Planned Unit Development, Final Planned Unit Development, Preliminary Plat of Subdivision, and Final Plat of Subdivision for RSR Warehouse at 2301 Boyer Road. At the time of approval, there was an existing church (vacant at that time) on the property and a condition was placed in the approving ordinance that the church was to be demolished before site development permits were issued.
- In 2010, RSR Warehouse had not yet begun construction on the site and the church had not yet been demolished. To avoid the expiration of the approved Final Planned Development, a two-year extension was approved for RSR Warehouse to begin construction. With this extension, the existing church still had to be demolished before construction could begin.

- On September 6, 2011, the Village approved an ordinance to establish the B-P Business Park Zoning District. This ordinance included a section regarding legal nonconforming uses within the district and references an existing church within this zoning district that shall be demolished within five years of the passage of the ordinance. This placed a deadline of September 6, 2016, for the demolition of the existing church.
- In 2012, RSR Warehouse had not yet begun construction on the site and the church had not yet been demolished. To avoid the expiration of the approved Final Planned Development, a second extension for five years was approved for RSR Warehouse to begin construction by August 1, 2017. However, staff notes that the B-P Business Park Zoning District required the demolition of the church by September 6, 2016, approximately one year before this five-year extension granted.
- On March 1, 2016, the B-P Business park Zoning District Ordinance was amended to allow the existing legal nonconforming church to remain an additional five years. With this extension, the church now had a deadline of March 1, 2021, to be demolished.
- On March 1, 2021, the last of any extensions granted expired, but the church still was not demolished.
- In July of 2021, the property owner of 2301 Boyer Road approached the Village to extend the demolition timeframe as there is an existing lessee who wishes to continue leasing the space. Village staff agreed to be the petitioner to amend the B-P Business Park Zoning District Ordinance to allow for a final three-year extension.

Existing Text:

21.10G. B-P BUSINESS PARK DISTRICT (B-P DISTRICT)

4. **Nonconforming Use.** Notwithstanding the provisions of Section 21.14 herein, not more than one church may be allowed within the B-P District, within an existing church building, subject to the following provisions:
- a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;
 - b. The church building shall not be expanded or enlarged in any fashion;
 - c. The building and property must otherwise comply with all Village code requirements;
 - d. If the building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;
 - e. These provisions are applicable for a period of not more than five years from the date of adoption of this amendment by Ordinance 2016-O-05 on March 1, 2016; and
 - f. Prior to the end of said five-year period, the use of the property as a church shall cease and the building shall be demolished. If any church use ceases for a period of six months or more prior to the expiration of the five-year period, no church use shall be re-established and the building shall be demolished.

Proposed Text:

21.10G. B-P BUSINESS PARK DISTRICT (B-P DISTRICT)

4. **Nonconforming Use.** Notwithstanding the provisions of Section 21.14 herein, not more than one church may be allowed within the B-P District, within an existing church building, subject to the following provisions:
- a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;
 - b. The church building shall not be expanded or enlarged in any fashion;
 - c. The building and property must otherwise comply with all Village code requirements;
 - d. If the building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;
 - e. These provisions are applicable for a period of not more than ~~five~~ three years from the date of adoption of this amendment by Ordinance ~~2016-O-5~~ 2021-O- on ~~September 6, 2011~~ October 19, 2021; and
 - f. Prior to the end of said ~~five-year~~ three-year period, the use of the property as a church shall cease and the building shall be demolished. If any church use ceases for a period of six months or more prior to the expiration of the ~~five-year~~ three-year period, no church use shall be re-established and the building shall be demolished.

Findings of Fact

The following findings of fact should be used if the Commission recommends approval of the text amendment:

1. There has been a lack of industrial interest at 2301 Boyer Road and the Final Planned Development that was approved in 2008 was never constructed on the property. There are currently no development proposals for the property at this time.
2. As development in the area increases, 2301 Boyer Road will become a more desirable property in the next few years.
3. The proposed text amendment will not be detrimental to the health, safety, morals or general welfare of persons residing or working near the existing church at 2301 Boyer Road. Village Staff have not received any complaints about this nonconforming use of this property.

Staff recommends approval of amending Chapter 21: Zoning Ordinance of the Village Code to extend the legal nonconforming use of a church within the B-P Business Park Zoning District for a period of three years. This amendment will allow the existing church to exist for a maximum of three years while the current lessees search for a new location.

Staff Recommendation

The proposed text amendments to the zoning code are shown in the previous section. Modifications to the chapter are indicated as ~~deletions~~ and additions. The proposed text amendment meets all applicable standards. Based on these findings, staff recommends that the Planning and Zoning Commission make a recommendation to the Village Board to **approve** the following motion:

1. "To approve the text amendment as outlined in the staff report for case PZ-13-21 which will extend the demolition timeframe for a nonconforming church in the B-P Business Park Zoning District for three years."

The Village Board's decision is final for this case.

Attachments:

Administrative Content
Application

Plans
Engineering plans and plat

I concur:


Jason C. Shallcross, AICP
Director of Community Development



**VILLAGE OF ALGONQUIN
DEVELOPMENT APPLICATION**

OFFICE USE ONLY

Please type or print legibly

CASE # _____

COMPLETION OF THIS APPLICATION SATISFIES THE REQUIREMENT OF FILING A PETITION IN MATTERS BEFORE THE PLANNING AND ZONING COMMISSION

PROJECT TITLE: B-P Business Park District, of Chapter 21, Algonquin Zoning Ordinance, of the Algonquin Municipal Code

ACTION REQUESTED:

- | | |
|---|---|
| <input type="checkbox"/> Annexation (annexation petition required) | <input type="checkbox"/> Variation |
| <input checked="" type="checkbox"/> Amendment to the Zoning Ordinance | <input type="checkbox"/> Preliminary Plat of Subdivision |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Final Plat of Subdivision |
| <input type="checkbox"/> Re-Zoning | <input type="checkbox"/> Preliminary Planned Unit Development |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Final Planned Unit Development |

Other: _____

PETITIONER:

OWNER (IF DIFFERENT):

NAME: Village of Algonquin

NAME: _____

ADDRESS: 2200 Harnish Drive

ADDRESS: _____

Algonquin, IL 60102

PHONE: 847-658-2700

PHONE: _____

FAX: _____

FAX: _____

PROPERTY INFORMATION:

General Description of Project (attach all required plans and specifications): Extend the Special Use of an existing Church in a B-P Business Park Zoning District for an additional 3-years.

General Location (attach legal description): B-P Zoning District

Property ID Number (PIN): _____

Comprehensive Plan Designation: _____

Zoning: Current _____ Proposed: _____

Use: Current _____ Proposed: _____

Site Area: Gross _____ Net: _____

No. of Lots Proposed _____ No. Dwelling Units Proposed _____

DEVELOPMENT TEAM: (Include Company, Contact Person, Phone Number and Fax Number)

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____


Other: _____

SIGNATURES: As owner of the property, I hereby authorize the seeking of the above requested action. The Owner agrees to and does hereby grant to the Village permission to go upon or over any part of the Property for the purpose of taking video and pictures of the site and construction activities. This grant of permission includes authority for the Village to use a small unmanned aerial vehicle to capture images of the Property.

Signature of Owner

(Date)

Print Name of Owner


Signature of Petitioner (if different from owner)

9-9-21

(Date)

Tim Schloneger

Print Name of Petitioner

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

ORDINANCE NO. 2021 – O _____

**AN ORDINANCE AMENDING SECTION 21.10-G, B-P BUSINESS PARK DISTRICT
(B-P DISTRICT) OF THE ALGONQUIN ZONING ORDINANCE**

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: Paragraph 4 in Section 21.10-G, Nonconforming Use, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

4. **Nonconforming Use.** Notwithstanding the provisions of Section 21.14 herein, not more than one church may be allowed within the B-P District, within an existing church building, subject to the following provisions:
 - a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;
 - b. The church building shall not be expanded or enlarged in any fashion;
 - c. The building and property must otherwise comply with all Village code requirements;
 - d. If the building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;
 - e. These provisions are applicable for a period of not more than three years from the date of adoption of this amendment by Ordinance 2021-O-___ on (October 5, 2021); and
 - f. Prior to the end of said three-year period, the use of the property as a church shall cease and the building shall be demolished. If any church use ceases for a period of six months or more prior to the expiration of the three-year period, no church use shall be re-established and the building shall be demolished.

WHEREAS, a public hearing was held by the Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said text amendment; and

WHEREAS, the Village Board has considered the findings of fact, based upon the evidence presented at the public hearing and presented to the Planning and Zoning Commission by the petitioners; and

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Patrick M. Knapp, AICP
Senior Planner

Date: September 7, 2021

Case Number:
PZ-12-21

Applicant/Property Owner:
NorthPoint Development, LLC / L&H Farm Limited Partnership

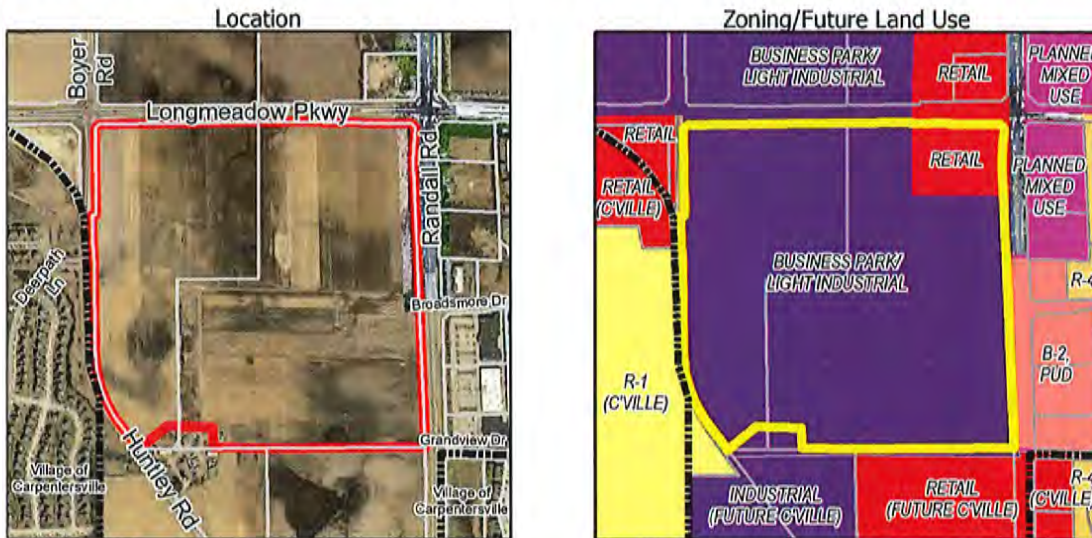
Public Hearing Date:
September 13th, 2021

Property Address/Location:
Southwest Corner of Randall Road and Longmeadow Pkwy

Brief Summary of Request and Background

NorthPoint Development, LLC, the “Petitioner”, applied for Annexation, Preliminary Plat, Preliminary PUD, and Zoning upon annexation for the property located at the southwest corner of Randall Road and Longmeadow Parkway as shown in the “NorthPoint Algonquin Corporate Campus” referred to herein as the “Subject Property”. Proposed site improvements include five industrial buildings with related improvements including public utilities, three public roads, sidewalks, a bike path, and a separate retail outparcel to be located at the southwest corner of Randall Road and Longmeadow Parkway.

Staff supports the Petitioner’s requests, subject to the conditions listed in this report, as the proposal satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning & Land Use	Property Size
F, Farming Unincorporated	Agriculture	North: F Farming/Unincorporated East: F Farming/Unincorporated B-2 Business - General Retail South: F Farming/Unincorporated West: R-1 Residential (Estate)/Carpentersville	147 ac

Staff Recommendation Summary

Approve

Deny

Approve with Conditions

NorthPoint Development, LLC, the Petitioner, applied for Annexation, approval of a Preliminary Plat, Preliminary PUD, and Zoning upon annexation for the property located at the southwest corner of Randall Road and Longmeadow Parkway as shown in the “NorthPoint Algonquin Corporate Campus” plat referred to herein as the “Subject Property”. The subject property to be developed is approximately 147 acres and is bound by Randall Road, Longmeadow Parkway, Huntley Road, and an extension of Grandview Drive. The subject property is currently farmland (some of it farmed wetland) that is zoned F – Farming in unincorporated Kane County. The proposal includes five industrial buildings, a retail outparcel, and related site improvements.

Annexation – The total area to be annexed into the Village from unincorporated Kane County is 163.14 acres. The proposed development consumes 147.02 acres and 16.12 acres are unincorporated right-of-way from Randall Road, Huntley Road, and Longmeadow Parkway. Below is a breakdown of the acreage to be annexed.

Table 1: Areas to be Annexed into the Village of Algonquin

Annexed ROW from Randall Road, Longmeadow Parkway, & Huntley Road:	16.12 acres
ROW from Parcels dedicated to Huntley Road and Randall Road ROW:	4.75 acres
ROW from Parcels dedicated to Algonquin ROW:	8.29 acres
Retail Parcel:	14.18 acres
Industrial Parcels:	96.70 acres
Naturalized Parcels to be dedicated to Algonquin:	23.10 acres
Total Annexed Area:	163.14 acres

Preliminary Plat – The subject property currently exists as two parcels (03-07-200-006, 03-07-200-007) and would be subdivided into four lots to be privately held, two additional outlots to be utilized for stormwater and green infrastructure, and right-of-way that would be dedicated to the Village of Algonquin and Kane County Division of Transportation. Three of the four lots to be created would have industrial buildings located on them and the fourth lot will be a vacant retail pad available for development.

Zoning – The current zoning of the subject property is F – Farming, which is a zoning designation in unincorporated Kane County. The proposed development will be B-P and B-2 Zoning which is consistent with the Future Land Use Plan. The Development will be surrounded by R-1 (Estate Residential/in Carpentersville) to the west across Huntley Road, F – Farming (future Corridor Commercial/in Carpentersville) to the south, F – Farming (future Business Park/Light Industrial/Commercial/in Algonquin) to the north, and an existing commercial center zoned B-2 Planned Unit Development (PUD) to the east.

Preliminary Site Plan & Engineering – The NorthPoint Development proposal includes 5 large industrial buildings that will total approximately 1.6 M square feet in size on 96.7 acres. A retail pad at the northeast corner of the subject property near Randall Road and Longmeadow Parkway that is approximately 14.2 acres in size would be developed at a later date.

Proposed public improvements include three new public roads, a traffic signal at the intersection of Randall Road and Broadmore Drive, public utilities, sidewalks, and a public bike path. Specific street upgrades include the extension of Broadmore Drive west to connect to Deerpath Lane at Huntley Road, Grandview Drive will be extended 850 ft west to the new Gaitsch Drive, and Gaitsch Drive will be a new north-south road between the Grandview Drive extension and Longmeadow Parkway. In terms of traffic control, the intersection of Broadmore Drive and Randall Road will include a traffic signal, Gaitsch Drive will be a right-in/right-out at eastbound Longmeadow Parkway, Grandview Drive will be a right-in/right-out at southbound Randall Road, and all other intersections and driveways will include stop control. Note that the Grandview Drive extension will be in unincorporated Kane County and ultimately in Carpentersville’s future boundary.

The developer will also widen southbound Randall Road from two to three thru lanes between Longmeadow Parkway and Broadsmore Drive which will taper into a dedicated right-turn lane for eastbound Grandview Drive. Dedicated right and left-turn lanes will be added at the traffic signal at Randall Road and Broadsmore Drive so that traffic can safely proceed from Randall Road into the NorthPoint Development. Dedicated left and right-turn lanes will be also be added to Huntley Road at Broadsmore Drive and a deceleration lane will be added to eastbound Longmeadow Parkway to turn into the NorthPoint Development at Gaitsch Drive.

Utilities that will be constructed by the developer within the development include water, fire hydrants, storm sewer, sanitary sewer, and street lights.

Traffic – A Traffic Impact Study was prepared by Kimley-Horn and Associates, Inc. which analyzed the traffic impacts of the proposed development. Kimley-Horn evaluated both no-build and build traffic impacts at the four proposed access points and also at existing intersections surrounding the proposed development. Results from the Traffic Impact Study reported that at full build-out, a traffic signal will be warranted at Broadsmore Drive and Randall Road, though overall the development would not have a negative impact on the surrounding roadway. See the data summarized below.

As proposed, the NorthPoint Development includes a traffic signal at Broadsmore Drive and Randall Road in the first phase, even though it would not warrant until the Second Phase. By building the signal in the First Phase, the intersection will be safer for trucks turning in and out of the development across three lanes of Randall Road traffic. Staff from Algonquin and Kane County Division of Transportation also requested the traffic signal be constructed in the First Phase of the NorthPoint Development.

Table 2: Tables 6.4 & 6.6 Summarized from the Traffic Impact Study

Year: 2042	No Build Peak Level of Service			Build Peak Level of Service			Result
	AM	PM	SAT	AM	PM	SAT	
Longmeadow Pkwy/Huntly Rd	B	D	C	B	D	D	No Change
Longmeadow Pkwy/Gaitsch Dr				A	B	A	New
Longmeadow Pkwy/Randall Rd	C	C	C	C	C	C	No Change
Randall Rd/Broadsmore Dr	C	F	F	A	B	A	Improvement*
Randall Rd/Grandview Dr	C	F	D	C	F	D	No Change
Randall Rd/ Huntley Rd	D	D	D	D	D	D	No Change
Huntly Rd/Broadsmore Dr	A	B	A	A	B	A	No Change

*New Traffic Signal

Preliminary Landscape Plan – The NorthPoint Development proposal includes two large naturalized basins and a 100 ft naturalized corridor that will be dedicated to the Village after three years of successful upkeep. Two additional basins will be internal and maintained by the development. In addition, street trees will be planted along the roadways. Specific site landscape plans will be submitted to the Village for review as each site is developed.

Preliminary Elevations – The proposed building elevations include 44.5 ft tall buildings with a parapet wall that varies in height. The lowest roofline is 44.5 ft. to accommodate a minimum clear height on the interior of the building of 36 ft. The height of the parapet wall will vary, but does not exceed a maximum of 49.5 ft. The purpose of the proposed parapet wall height is to conceal eventual rooftop units from view from the surrounding right-of-way.

The wall materials of the industrial buildings are proposed to be stand up wall panels that will include stone patterns at various intervals as well as variations in the depth and height to add character to the 884 ft long buildings. With the stone, the walls will be painted in earth tones and include galvanized steel awnings and glass to complement the existing commercial development along Randall Road.

Phasing Plan – The first phase of the proposed development would include two of the five industrial buildings, all of the roadway infrastructure, necessary stormwater infrastructure, and a graded retail pad. The additional industrial buildings would submit for final PUD approval at a later date, and the development of the retail parcel would be subject to a separate PUD process as nothing is proposed at this time.

Findings of Fact

The following findings of fact should be used if the Commission recommends approval of the project:

1. The proposed uses of the subject property are appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The proposed uses will contribute to the Randall Road and Longmeadow Parkway corridors and the proposed uses are consistent with the industrial and business zoning classifications of a majority of the surrounding properties, especially the Algonquin Corporate Campus to the north.
2. The proposed uses of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to the property values.
3. The proposed uses will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The subject property is proposed to be zoned B-P, Business Park District, and B-2, Business District General Retail. Industrial buildings are allowed within the B-P District and Retail is allowed within the B-2 District.

Staff Recommendation

Staff recommends approval of the Preliminary Plat, Zoning upon annexation, and Preliminary Planned Unit Development consistent with the findings of fact outlined above, subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. "To approve the Preliminary Plat, Zoning upon annexation, and Preliminary Planned Development for the Subject Property located at the southwest corner of Randall Road and Longmeadow Parkway referred to as the "NorthPoint Algonquin Corporate Campus", as outlined in the staff report for case PZ-12-21, subject to the following conditions:
 - a. The Phasing Plan, as prepared by Manhard Consulting LTD, with the latest revision date of July 23, 2021, shall be revised to include the entire Broadsmore Drive extension all the way to Huntley Road in Phase One. The Petitioner shall also overlay 2 colors signifying Phase One and Phase Two on the Phasing Plan. All site improvements shall be included in either Phase, including the Grandview Drive extension;
 - b. The Building Elevations, as prepared by Studio North Architecture, with the latest revision date of August 16, 2020, shall conform to the Village's standards at the time of final Planned Development submittal. These building elevations shall include all four elevations, a color rendering, and a description of the material type and manufacturer of the building materials. Building elevations shall vary in height, depth, and include high-end building materials such

as stone, glass, and metal accents that complement existing development on Randall Road consistent with the attached elevations;

- c. The Petitioner shall screen all rooftop units by a parapet wall, penthouse, or other means from view from public right-of-way. Screens shall be compatible with the primary structure in terms of material, type, and design of construction, finish, and color;
- d. The Petitioner shall create a Unified Signage Plan for the development to be submitted with the first Final Planned Development application. The plan shall include language for unified wall signage, monument signs, and entryway signage. Suggested entryway signage locations are at the northwest corner of Randall Road and Grandview Drive as well as the southeast corner of Longmeadow Parkway and Huntley Road; and
- e. The Petitioner shall address the boxed items in the attached Village Engineer's report dated August 27, 2021 and also any comments received from Village Staff regarding the Intersection Design Study, as prepared by Kimley Horn, with the latest revision date of August, 27, 2021, prior to Final Planned Development submittal."

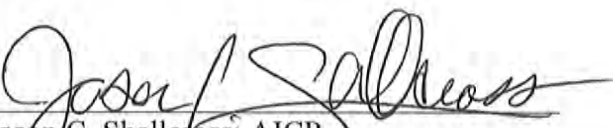
The Village Board's decision is final for this case.

Attachments:

Administrative Content
Application and Engineering Comments

Plans
Engineering Plans and Plat

I concur:


Jason C. Shalleross, AICP
Director of Community Development



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 27, 2021

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Attention: Jason Shallcross, Director of Community Development

Subject: Algonquin Corporate Campus (Northpoint) – SECOND REVIEW
Algonquin Case No. UNASSIGNED
(CBBEL Project No. 070272.00130)

Dear Jason:

We have reviewed the following documents related to the aforementioned project:

- Preliminary Engineering Plans prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021
- Preliminary Plat of Subdivision prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021
- Final Plat of Subdivision prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021
- Plat of Annexation prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021
- Site Plan Exhibit prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021
- Preliminary Landscape Plan prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021
- Response Letter to Village Planning Comments prepared by Manhard Consulting, Ltd. dated August 23, 2021
- Response Letter to CBBEL Comments prepared by Manhard Consulting, Ltd. dated August 23, 2021
- AUTOTURN – FIRE TRUCK Exhibit prepared by Manhard Consulting, Ltd. bearing a revision date of August 23, 2021

The comments in this letter reflect the input from the Department of Public Works provided at a team review meeting held on August 25, 2021. The items printed in a text box need to be addressed before Christopher B. Burke Engineering, Ltd. can recommend approval of preliminary engineering to the Village. The remaining comments shall be addressed during the final engineering process.

PRELIMINARY ENGINEERING PLANS

Sheet 3

1. **PREVIOUS COMMENT PARTIALLY ADDRESSED** As the roadways will be serving semi-tractors and trailers almost exclusively, the proposed roadway structure should be constructed of PCC pavement with a significant aggregate drainage base in lieu of the bituminous pavement now specified. ***The following text shall be added to the plan sheet as SITE DIMENSIONAL AND PAVING NOTE 10: "Roadway subgrade stability shall be verified by qualified geotechnical consultant and Village staff. The Village reserves right to determine any and all required subgrade stability improvements which shall be performed at developer expense."***

2. **PREVIOUS COMMENT PARTIALLY ADDRESSED** The Village has a long-term plan to revise the layout of the Broadsmore Drive roadway on the east side of Randall Road to approximately 550' east of Randall Road (the rear entrance to the existing commercial buildings). Village staff would like to see the scope of the traffic signal improvements at the intersection be expanded to include the design and construction of the roadway and multi-use path extension on Broadsmore Drive to the east of Randall Road. Public Works staff believes that there may be funding for these improvements available in Village capital accounts for a cost-sharing arrangement with the developer. ***Engineer to provide IDS of new intersection and extending study to the east to include area of concern. A note shall be added on the plan view pointing to Broadsmore Drive on the east side of Randall Road stating: "Proposed Broadsmore Drive improvements to be detailed on Final Engineering plans."***

3. **PREVIOUS COMMENT PARTIALLY ADDRESSED** Public Works staff previously discussed the construction of a naturalized corridor with a meandering multi-use path along the west boundary of the site where a berm, heavy tree screening, and construction of a straight multi-use path is now proposed. The Public Works staff is recommending revisions to the multi-use path (see below) but would still like to have the naturalized corridor available for wildlife movement. ***The attached concept plan was prepared by the Village's ecological consultant for the development of the natural corridor. They would like the engineer to determine the feasibility of creating a series of cascading pools to take advantage of the descending ground slope to provide a "treatment train" for the large roof areas of Buildings 2 and 4. We acknowledge that this would require a rerouting of the storm runoff from the current design which conveys the collected run off directly to Basin B and maybe only a partial diversion from Building 4 would be possible.***

4. Add the following text at the end of SITE DIMENSIONAL AND PAVING NOTE 8: The streetlight system shall be designed in accordance with Village standards and shall be turned over to the Village for operation and maintenance after construction has been completed.

Sheet 4

5. **PREVIOUS COMMENT NOT ADDRESSED** All proposed utility structures shall have unique alphanumeric identifiers.
6. **PREVIOUS COMMENT NOT ADDRESSED** The water and sanitary services to the proposed buildings are missing from the plan sheet. Assuming the buildings will have fire suppression systems, the water service line into the building shall be a joint fire-domestic service line.

7. **PREVIOUS COMMENT PARTIALLY ADDRESSED** Revisions need to be made in the layout of the water main system in order to support the Village's long-term water main pressure improvement goal. The watermain segments along Broadmore Drive (Randall Road to Gaitsch Drive), Gaitsch Drive (Broadmore Drive to near Longmeadow Drive), and paralleling Long Meadow Drive (Gaitsch Drive westward) shall be upsized to 16-inch diameter pipe. An existing 24-inch casing pipe is located under the Longmeadow Parkway pavement. The 16-inch diameter water main shall be stopped at this location and then stubbed to the north side of the pavement. The remainder of the watermain can be constructed of 12-inch diameter pipe as proposed. **An additional valve and vault shall be shown north of the tee leading to the Longmeadow Parkway stub in order to isolate it. A self-flushing station shall be shown east of the east valve isolating the crossing in order to ensure acceptable water quality in the large main. Information on the station is attached to this letter.**

8. **PREVIOUS COMMENT NOT ADDRESSED** The locations of the fire department connections for the buildings are missing from the plan sheet.
9. **PREVIOUS COMMENT NOT ADDRESSED** The spacing of the fire hydrants along Grandview Drive shall be adjusted, if possible, to place a hydrant closer to Randall Road for flushing purposes (similar to the Broadmore intersection). If not possible, then an additional hydrant shall be added.
10. **PREVIOUS COMMENT NOT ADDRESSED** The crossing information for all proposed utilities is missing from the plan sheet.
11. **PREVIOUS COMMENT NOT ADDRESSED** The spacing of the proposed roadway inlet structures will need to be analyzed during the final engineering process to ensure that no roadway ponding will occur during 10-year conditions. There is only one set of inlets proposed for the entire length of Grandview Drive and there is only one set of inlets near the Broadmore-Gaitsch intersection, for example. Double inlets may be called for in some instances.
12. **PREVIOUS COMMENT NOT ADDRESSED** The storm sewer slopes, rim and pipe invert elevations are missing from the plan sheet.

Sheet 5

13. **PREVIOUS COMMENT NOT ADDRESSED** The proposed grading around the perimeter of the project does not tie into the existing contours.

14. **PREVIOUS COMMENT NOT ADDRESSED** The final engineering shall include grading for the proposed overflow weirs for each detention pond, even if the 100-year flow is to be conveyed via pipe (blocked outfall scenario).

15. **PREVIOUS COMMENT PARTIALLY ADDRESSED** Volume control is noted to be provided within the detention basins per the Preliminary Stormwater Management Report. The bottom elevation contours of the proposed detention ponds need to be added to verify that the volume is being provided. ***The engineer has added additional grading contours and pilot channels to the grading plan to confirm the presence of the required retention volume. Upon consultation with the Village's ecological consultant, the use of the pilot channels is not recommended. It is their preference that the design allow for a positive slope across the bottom leading to a deeper area centered around the outfall to contain the majority of the required volume control. In this way, a clearer differentiation of areas for specific plant communities can be obtained.***

Sheet 6

16. **PREVIOUS COMMENT PARTIALLY ADDRESSED** All applicable pavement and utility standard details shall be added to the plan sheet. Village standard details are preferred with the use of proprietary ones limited to those not already covered by Village standards. ***Additional lighting details are needed as well as any specialty details needed to respond to comments throughout this letter.***

LANDSCAPE PLANS

17. **PREVIOUS COMMENT PARTIALLY ADDRESSED** If the ponds remain private, the specified seed mixes for the basins will be reviewed by the Village's ecological consultant during the final engineering process for suitability, based upon the final pond hydrology. ***Per discussions between developer and Village staff, Basins C and D will remain private.***

18. **PREVIOUS COMMENT PARTIALLY ADDRESSED** Staff noted that the trees adjacent to the perimeter of the detention ponds will need to be fire-tolerant if the naturalized planning scheme is approved and maintenance burns are part of the long-term maintenance plan. ***It appears the applicant misunderstood the direction from staff regarding the presence of trees around Basins A and B. All proposed trees were removed in lieu of simply removing the fire intolerant ones. The labeling for Basins A and B shall be revised to the following: " NATURALIZED BASIN PLANTINGS AND TREES TO BE COORDINATED WITH VILLAGE ECOLOGIST".***

PRELIMINARY PLAT OF SUBDIVISION/FINAL PLAT OF SUBDIVISION

We were confused by the submission of both documents at this time; was the applicant seeking Final Plat approval now and skipping the Preliminary Plat approval process? As such we assumed the latter as it was more conservative and provide the following comments.

19. **PREVIOUS COMMENT NOT ADDRESSED** The plat is missing the appropriate certificates and the provisions for the proposed easements.

Sheet 1 of 3

20. **PREVIOUS COMMENT PARTIALLY ADDRESSED** The surveyor shall label and not all found and set survey monuments around the perimeter of the subdivision. **The required concrete monuments are noted on the Final Plat and not on the Preliminary Plat.**

Sheet 2 of 3

21. The label of “right of way dedicated to Kane County by separate document” for the proposed dedication of Huntley Road adjoining Outlot A should be removed being it conflicts with other labels on the plat of “R.O.W. Herby dedicated to Kane County”.

22. A distance is missing along the south right-of-way line of Longmeadow Parkway from the existing easterly right-of-way line of Huntley Road to the proposed easterly right-of-way line of Huntley Road.

23. A bearing and distance are missing for the proposed westerly right-of-way line of Randall Road at the northeast corner of Lot 1.

24. The proposed Municipal Utility Easements on Lot 4 need bearings and distances around them with ties to the lot lines of Lot 4.

25. The east line of proposed Outlot A should be a solid line style.

26. A distance is missing along the proposed east right-of-way line of Huntley Road from the point of tangency on Outlot B to the bend point on Outlot A.

Sheet 3 of 3

27. Outlot B is to be dedicated to the Village for Stormwater management purposes. There is no need to grant a Stormwater Management Easement to the Village.

28. Outlot A is to be dedicated to the Village and should be do noted on the plat

29. A bearing is missing for the proposed westerly right-of-way line of Randall Road at the southeast corner of Lot 2 and a distance is missing from the proposed westerly right-of-way line of Randall Road to the existing west right-of-way line of Randall Road at the southeast corner of Lot 2.

30. The east lines of proposed Outlot B should be a solid line style.

31. The proposed Municipal Utility Easements on the west side of Lot 3 need bearings and distances around them with ties to the lot lines of Lot 3.

32. A distance is missing from the proposed southwest corner of Outlot B to the angle point in the south line of Outlot B.

33. A distance is missing along the proposed west right-of-way line of Randall Road from the point of tangency on Lot 2 to the point of curve on Lot 1.

PLAT OF ANNEXATION

All previously noted deficiencies have been addressed and we recommend approval to the Village.

AUTOTURN FIRE TRUCK EXHIBIT

34. We acknowledge the note on the exhibit stating that at a new Autoturn analysis will be provided with final engineering. However, we would like to see the following movements modeled now: southbound Gaitsch Drive to westbound Broadsmore, eastbound Broadsmore to southbound Gaitsch Drive, and northbound Gaitsch to eastbound Broadsmore.

35. The engineer shall provide a blow up at a larger scale the depicted turning movement from westbound Broadsmore to the employee parking area for Building 1. We would like to see the wheel paths in addition to the outer envelope as the turn seems too tight in comparison to the other movements depicted on the exhibit.

36. The engineer shall confirm that the depicted wheel paths are the outer envelope of the vehicles travel, bumper to bumper.

37. The word "EASE" should be replaced with the word "EACH" in the plan note mentioned above.

STORMWATER MANAGEMENT

38. PREVIOUS COMMENT PARTIALLY ADDRESSED The Wetland Delineation Report classifies the existing wetlands as isolated farmed wetlands. The jurisdictional determination needs to be obtained from the USACOE. If determined to be isolated, the Village has jurisdiction over them. The approximate boundaries of the wetlands from the Delineation Report should be placed onto the engineering plans. Farmed Wetland 1 will be consumed by the construction of detention Basin A while a small portion of Farmed Wetland 2 will be disturbed for the construction of Basin B. The amount of mitigation required depends upon the final design of Basin A as discussed earlier in this letter; the more "naturalized" it is the less mitigation is required. The Village staff prefers that a fee-in-lieu payment to the Village be made by the developer for wetland loss mitigation versus the purchase of off-site wetland bank credit or the construction of an on-site wetland. ***It is most likely that wetlands will be considered isolated by the USACOE and under***

local jurisdiction-but this won't be known until the determination has been made by them. Upon further review we acknowledge that Farmed Wetland 2 will not be disturbed by the proposed development. The applicant has agreed to dedicate Basin A and Basin B to the Village and naturalize them in accordance with the direction from the Village's ecologist. As such, additional wetland mitigation will not be required.

OUTSIDE PERMITTING AGENCIES

39. A permit from the Kane County Department of Transportation is required for all work performed within the Randall Road, Longmeadow Parkway, and Huntley Road rights-of-way. **NO RESPONSE REQUIRED AT THIS TIME**
40. A permit from the IEPA is required for the proposed water mains associated with this project. **NO RESPONSE REQUIRED AT THIS TIME**
41. A permit from the IEPA is required for the proposed sanitary sewers associated with this project. **NO RESPONSE REQUIRED AT THIS TIME**
42. A permit from the IEPA is required for the site disturbance associated with this project. **NO RESPONSE REQUIRED AT THIS TIME**
43. A permit from the USACE is required if the disturbed wetlands are found to be jurisdictional.

GENERAL COMMENTS

44. The engineer shall provide the initial EcoCAT document that was referenced in the Natural Resources' termination of consultation letter.
45. The final engineering submittal shall include photometric plans for the lighting along the dedicated public roadways.
46. The final engineering submittal shall include a soil erosion and sedimentation control sheet (s) as well as the required specifications and standard details.
47. The submittal did not include a revised Traffic Impact Analysis. The comments in our letter of August 11, 2021 remain unaddressed.
48. The submittal did not include a revised Tax Increment Financing Plat, though the response letter stated that all comments were addressed. The comments in our letter of August 11, 2021 remain unaddressed.
49. The submittal did not include a revised ALTA/NSPS Land Title Survey, though the response letter stated that all comments were addressed. The comments in our letter of August 11, 2021 remain unaddressed.

50. The submittal did not include a revised Preliminary Stormwater Management Report. The comments in our letter of August 11, 2021 remain unaddressed, except for as modified earlier in this letter.

Sincerely,



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



Michael E. Kerr, PE
President

PRB/prb
N:\Algonquin\070272\070272.00130\Admin\L1.082721.docx

ECLIPSE #9800 AUTOMATIC FLUSHING STATION

COLD CLIMATE STATION - DISCHARGES BELOW GRADE



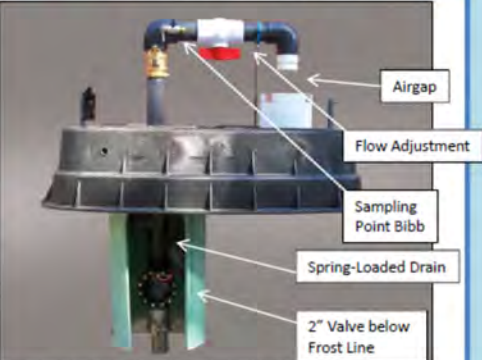
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Allows up to 12 Flushing Cycles per day, up to 6 hours per cycle. Operates on two 9-volt batteries




UV Resistant, Lockable Enclosure




FEATURES

- Permanent station, 2" MIP
- Self-draining, non-freezing
- Up to 200 gpm adjustable flow
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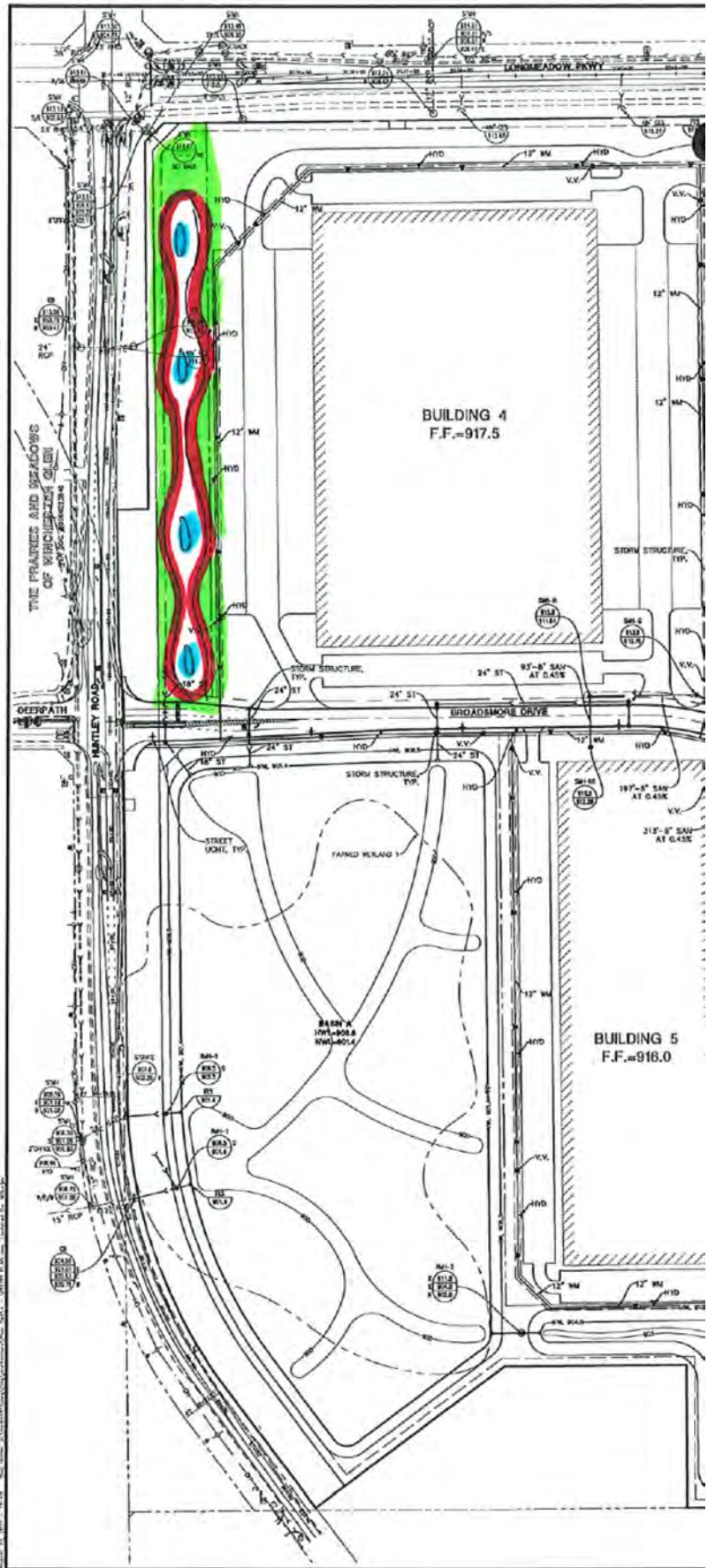


See Product Video at:
www.hydrants.com

1 foot deep depression w/ wet plant plugs

in this area, 6" deep swales between blue depressions planked to wet prairie

Mesic prairie seed





**VILLAGE OF ALGONQUIN
DEVELOPMENT APPLICATION**

OFFICE USE ONLY

Please type or print legibly

CASE # _____

COMPLETION OF THIS APPLICATION SATISFIES THE REQUIREMENT OF FILING A PETITION IN MATTERS BEFORE THE PLANNING AND ZONING COMMISSION

PROJECT TITLE: Algonquin Corporate Campus

ACTION REQUESTED:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Annexation (annexation petition required) | <input type="checkbox"/> Variation |
| <input checked="" type="checkbox"/> Amendment to the Zoning Ordinance | <input checked="" type="checkbox"/> Preliminary Plat of Subdivision |
| <input type="checkbox"/> Appeal | <input checked="" type="checkbox"/> Final Plat of Subdivision |
| <input type="checkbox"/> Re-Zoning | <input checked="" type="checkbox"/> Preliminary Planned Unit Development |
| <input type="checkbox"/> Special Use Permit | <input checked="" type="checkbox"/> Final Planned Unit Development |

Other: _____

PETITIONER:

NAME: NorthPoint Development, LLC

ADDRESS: 4825 NW 41st Street, Suite 500

Riverside, MO 64150

PHONE: 312-656-7491

FAX: _____

OWNER (IF DIFFERENT):

NAME: L&H Farm Limited Partnership

ADDRESS: 10613 Brittany Avenue

Huntley, IL 60142

PHONE: _____

FAX: _____

PROPERTY INFORMATION:

General Description of Project (attach all required plans and specifications): Development of existing agricultural land into an industrial and retail commercial subdivision with associated roadways and utility infrastructure.

General Location (attach legal description): The project is generally located at the southwest corner of Randall Road and Longmeadow Parkway. The property is also bound by Huntley Road to the West, and ends at a southerly point approximately in line with Grandview Drive.

Property ID Number (PIN): 03-07-200-006, 03-07-200-007

Comprehensive Plan Designation: Business Park/Light Industry, Retail

Zoning: Current F Proposed: I-1 PUD, B-2 PUD

Use: Current Agriculture Proposed: Industrial/Commercial

Site Area: Gross 147.1 acres Net: 134.2 acres

No. of Lots Proposed 6 No. Dwelling Units Proposed 0

DEVELOPMENT TEAM: (Include Company, Contact Person, Phone Number and Fax Number)

Developer: NorthPoint Development, David Salinas, P: 312-656-7491, dsalinas@northpointkc.com

Architect: _____

Attorney: _____

Engineer: Manhard Consulting, Quinten Hoogenboom, P: 630-925-1053, qhoogenboom@manhard.com

Landscape Architect: Manhard Consulting, Jennifer Hendricks, P: 630-925-1215, jhendricks@manhard.com

Planner: _____

Surveyor: Manhard Consulting, Bradley Strohl, P: 630-925-1115, bstrohl@manhard.com

Other: _____

SIGNATURES: As owner of the property, I hereby authorize the seeking of the above requested action. The Owner agrees to and does hereby grant to the Village permission to go upon or over any part of the Property for the purpose of taking video and pictures of the site and construction activities. This grant of permission includes authority for the Village to use a small unmanned aerial vehicle to capture images of the Property.

Gerald Gaitsoch (General Partner)

Signature of Owner

7/22/21
(Date)

GERALD GAITSOCH
Print Name of Owner

David Salinas
Signature of Petitioner (if different from owner)

7-20-2021
(Date)

David Salinas
Print Name of Petitioner

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

ATTACHMENT A

1. Annexation of the Subject Property pursuant to an annexation agreement, and the approval of a final, 2-lot plat of subdivision creating Lot 1 and Lot 2 (the “Subdivision”).
2. As to proposed Lot 1 of the Subdivision, Applicant requests the following:

Preliminary planned development (“PUD”) zoning approval with an underlying zoning classification of B-2 so as to permit said Lot 1 to be developed and used for commercial purposes as contemplated in the Village’s B-2 zoning classification, but only after a final plat of re- subdivision of said Lot 1, and its associated engineering, are approved by the Village and the Kane County Department of Transportation (“KDOT”), and (b) a final PUD ordinance as to said Lot 1 is approved by the Village. Lot 1 will initially be retained by the Owner and will not be acquired by the Petitioner.

3. As to Lot 2:

Preliminary PUD approval with an underlying zoning classification of I-1, as well as the approval of a preliminary plat of re-subdivision of Lot 2 so that the Petitioner may, (a) upon a final plat of re-subdivision of said Lot 1, and its associated engineering, being approved by the Village and KDOT, and (b) upon a final PUD ordinance as to said Lot 2 is approved by the Village, proceed to develop said Lot 2 as a multi-lot industrial park..

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

**PETITION REQUESTING THE ANNEXATION AND REZONING
OF CERTAIN TERRITORY TO THE VILLAGE OF ALGONQUIN,
A MUNICIPAL CORPORATION, KANE AND McHENRY COUNTY, ILLINOIS**

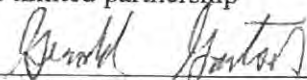
TO: VILLAGE PRESIDENT DEBBY SOSINE, CLERK MAGGIE AUGER
and THE VILLAGE BOARD OF THE VILLAGE OF ALGONQUIN
a Municipal Corporation

The undersigned Owner, L&H Farm Limited Partnership, an Illinois limited partnership, hereby requests that the territory described in the attached **Exhibit A** be annexed to the Village of Algonquin, Kane County, Illinois, and in support thereof, states as follows:

1. That the territory described on the attached **Exhibit A** (the "Territory") is contiguous to the Village of Algonquin boundaries and is not within the corporate limits of any other municipality.
2. That there are no electors residing within said Territory.
3. That this Petitioner is the sole owner of record for the Territory.
4. That an accurate map of the Territory herein described, which contains the description of said territory is attached hereto as **Exhibit B**.
5. That this Petition is hereby filed with the Clerk of the Village of Algonquin pursuant to statute in such case made and provide, i.e. 65ILCS 5/7-1-8 (2003).
6. That the undersigned requests such annexation only on the condition that the Village and the undersigned Owner first enter into an annexation agreement mutually acceptable to each of them.

Respectfully submitted,

L&H FARM LIMITED PARTNERSHIP
an Illinois limited partnership

By: 
Gerald Gaitsch, Co-General Partner

By: _____
Eric Linneman, Co-General Partner

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

**PETITION REQUESTING THE ANNEXATION AND REZONING
OF CERTAIN TERRITORY TO THE VILLAGE OF ALGONQUIN,
A MUNICIPAL CORPORATION, KANE AND McHENRY COUNTY, ILLINOIS**

TO: VILLAGE PRESIDENT DEBBY SOSINE, CLERK MAGGIE AUGER
and THE VILLAGE BOARD OF THE VILLAGE OF ALGONQUIN
a Municipal Corporation


The undersigned Owner, L&H Farm Limited Partnership, an Illinois limited partnership, hereby requests that the territory described in the attached **Exhibit A** be annexed to the Village of Algonquin, Kane County, Illinois, and in support thereof, states as follows:

1. That the territory described on the attached **Exhibit A** (the "Territory") is contiguous to the Village of Algonquin boundaries and is not within the corporate limits of any other municipality.
2. That there are no electors residing within said Territory.
3. That this Petitioner is the sole owner of record for the Territory.
4. That an accurate map of the Territory herein described, which contains the description of said territory is attached hereto as **Exhibit B**.
5. That this Petition is hereby filed with the Clerk of the Village of Algonquin pursuant to statute in such case made and provide, i.e. 65ILCS 5/7-1-8 (2003).
6. That the undersigned requests such annexation only on the condition that the Village and the undersigned Owner first enter into an annexation agreement mutually acceptable to each of them.

Respectfully submitted,

L&H FARM LIMITED PARTNERSHIP
an Illinois limited partnership

By: _____
Gerald Gaitsch, Co-General Partner

By:  _____
Eric Linneman, Co-General Partner

OWNER'S CONSENT TO DEVELOPMENT APPLICATION

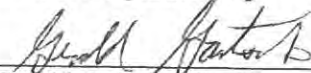
To: The Village of Algonquin, Illinois

Re: Development Application no. _____

The undersigned, **L&H FARM LIMITED PARTNERSHIP**, an Illinois limited partnership, being the owner of record of the property attached hereto as Exhibit A, and which is the subject of the above-referenced Development Application ("Subject Property"), hereby consents to the filing by the applicant, NorthPoint Development, LLC, a Missouri limited liability company ("Applicant" or "Petitioner") and the administrative processing by the Village of Algonquin, Illinois (the "Village") of the said Development Application.

Dated: September 8, 2018

L&H FARM LIMITED PARTNERSHIP
an Illinois limited partnership

By: 
Gerald Gaitsch, Co-General Partner

By: _____
Eric Linneman, Co-General Partner

OWNER'S CONSENT TO DEVELOPMENT APPLICATION

To: The Village of Algonquin, Illinois


Re: Development Application no. _____

The undersigned, **L&H FARM LIMITED PARTNERSHIP**, an Illinois limited partnership, being the owner of record of the property attached hereto as Exhibit A, and which is the subject of the above-referenced Development Application ("Subject Property"), hereby consents to the filing by the applicant, NorthPoint Development, LLC, a Missouri limited liability company ("Applicant" or "Petitioner") and the administrative processing by the Village of Algonquin, Illinois (the "Village") of the said Development Application.

Dated: September 8, 2018

L&H FARM LIMITED PARTNERSHIP
an Illinois limited partnership

By: _____
Gerald Gaitsch, Co-General Partner

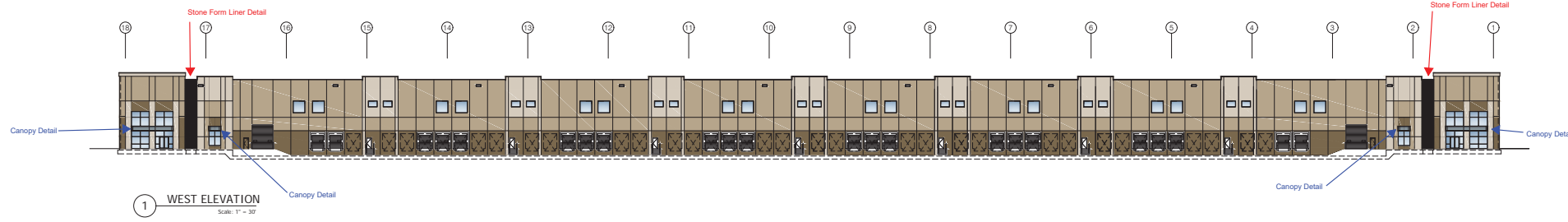
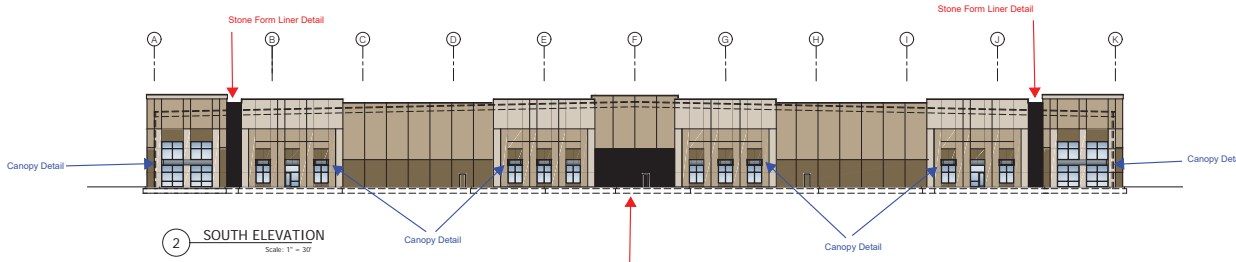
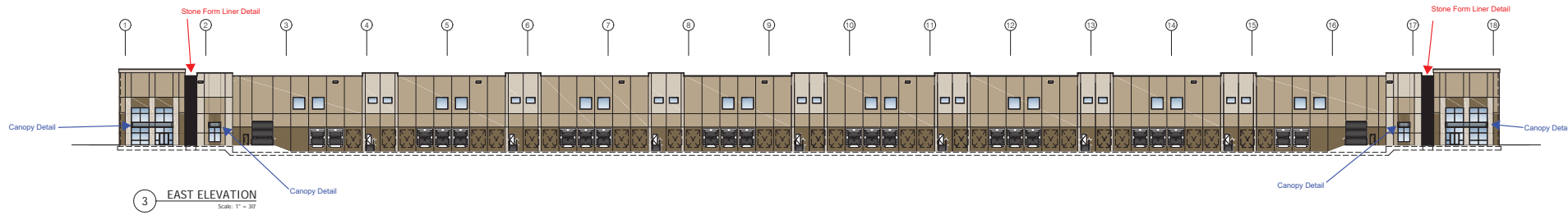
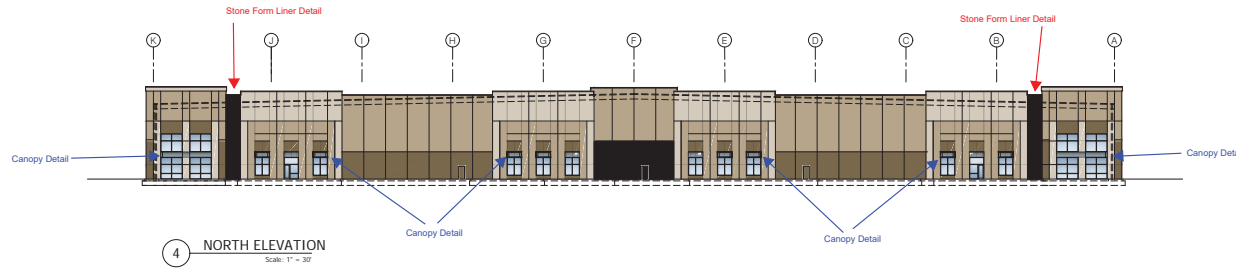
By: 
Eric Linneman, Co-General Partner

Algonquin Corporate Center



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 MFG - Symons by Dayton Superior
 Pattern Random Ashlar Stone
 (Spec Sheet Attached)

Canopy Detail
 MFG - Mapes Architectural
 Canopies
 Super Lumideck Hanger Rod
 Canopy
 (Spec Sheet Attached)



Algonquin Building 2

Longmeadow Plaza & S. Randall Road
 Algonquin, IL 60102

Project No. 2021-119
 Date: 08.16.2021
 Issued For: STEEL/PRECAST PRICING

Revisions:

No.	Date	Description

Preliminary
 Not For Construction

Robert H. Waters III - Architect
 Illinois License No. 001 020800

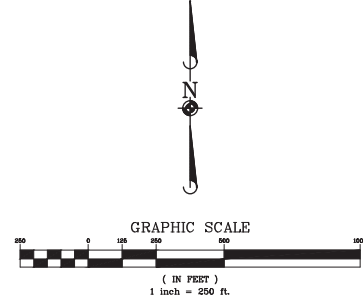
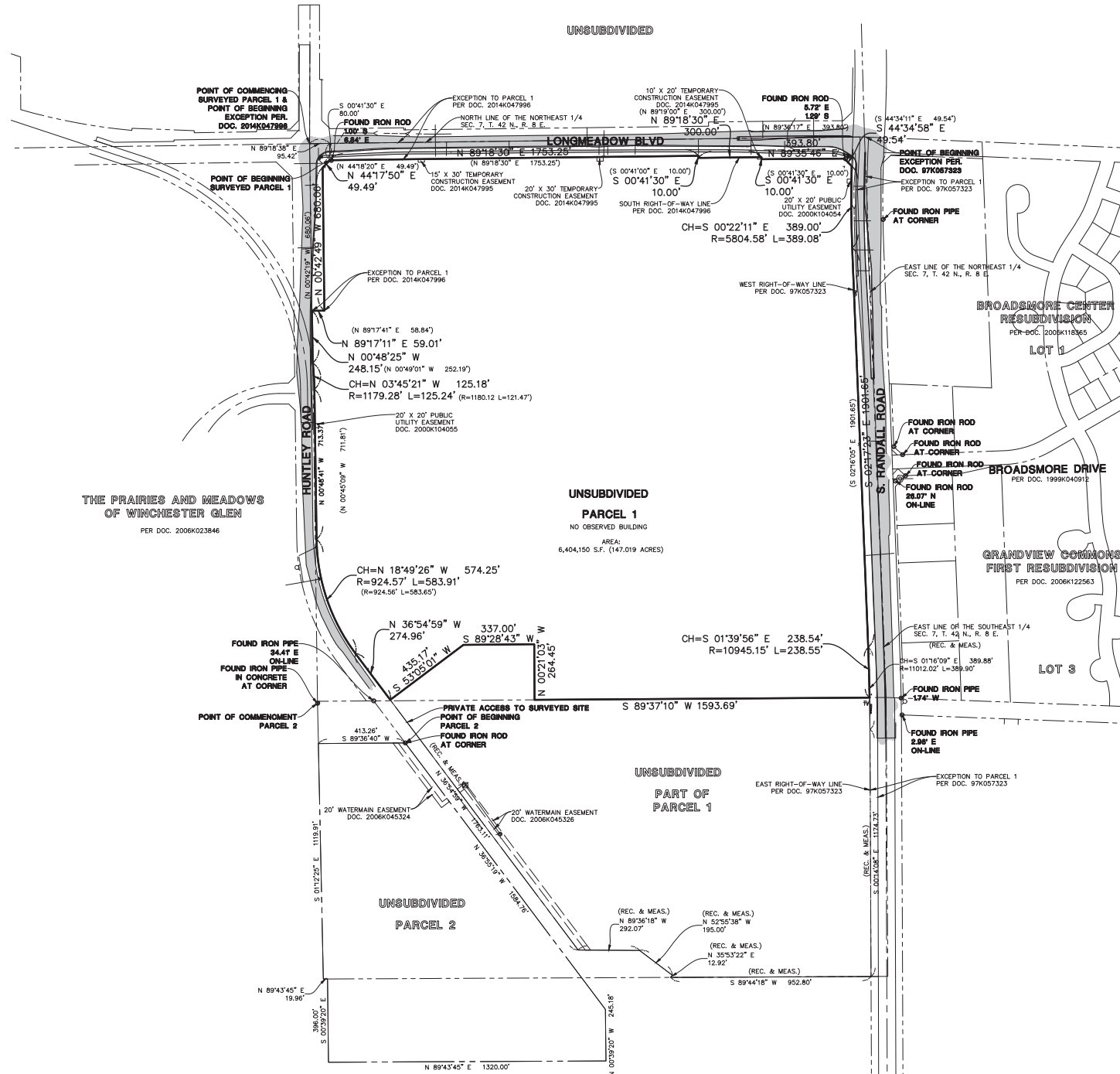
A1.01 ELEVATIONS

9-8-2021





ALTA/NSPS LAND TITLE SURVEY



- LEGEND**
- EX. PROPERTY LINE
 - EX. EASEMENT LINE
 - - - EX. SECTION LINE
 - ▬ EX. CONCRETE CURB & GUTTER
 - ▬ EX. DEPRESSED CURB
 - EX. CHAIN-LINK FENCE
 - OH — EX. OVERHEAD WIRES
 - ⊙ EX. STORM MANHOLE (MH)
 - ⊙ EX. STORM CATCH BASIN (CB)
 - ⊙ EX. SANITARY MANHOLE (SMH)
 - ⊙ EX. FIRE HYDRANT/AUX. VALVE
 - ⊙ EX. VALVE BOX
 - ⊙ EX. VALVE VAULT (V.V.)
 - ⊙ EX. ELECTRICAL METER
 - ⊙ EX. ELECTRIC PEDESTAL/BOX
 - ⊙ EX. TRAFFIC SIGNAL CONTROL BOX
 - ⊙ EX. TRAFFIC SIGNAL
 - ⊙ EX. TRAFFIC SIGNAL WITH ARM
 - ⊙ EX. TELEPHONE MARKER POST
 - ⊙ EX. UTILITY POLE
 - ⊙ EX. GUY WIRE
 - ⊙ EX. SIGN
 - ⊙ EX. REDUCTION TREE WITH TRUNK DIAMETER IN INCHES
 - ▬ EX. BITUMINOUS PAVEMENT
 - ▬ EX. CONCRETE
 - ▬ EX. AGGREGATE
 - ▬ EX. DETECTABLE WARNING
 - S = STOP
 - SL = SPEED LIMIT
 - NP = NO PARKING
 - = FOUND IRON PIPE OR ROD

DATE	REVISION	DESCRIPTION
07/15/21 <td>1 <td>REVISION LOT BOUNDARY</td> </td>	1 <td>REVISION LOT BOUNDARY</td>	REVISION LOT BOUNDARY
07/15/21 <td>2 <td>REVISION PER COMMENTS</td> </td>	2 <td>REVISION PER COMMENTS</td>	REVISION PER COMMENTS
07/15/21 <td>3 <td>REVISION PER COMMENTS</td> </td>	3 <td>REVISION PER COMMENTS</td>	REVISION PER COMMENTS

Manhard CONSULTING LTD.

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 2280 Highway 10, London, ON N6G 1K7, Canada
 2280 Highway 10, London, ON N6G 1K7, Canada

PROPOSED INDUSTRIAL BUSINESS PARK
 ALGONQUIN, IL
 ALTA/NSPS LAND TITLE SURVEY

PROJ. MGR.	BAS
PROJ. ASSOC.	STP
DRAWN BY	STP
DATE	01/15/21
SCALE	1" = 250'
SHEET	
2 OF 4	
NPDAL101	

July 2, 2021 - 08:51 - Draw Name: P:\projects\2021\Survey\Drawings\ALTA_Survey\ALTA\ALTA010101.dwg, Updated By: STP

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LOCATION MAP
NOT TO SCALE

P.I.N.'S

03-07-200-006
03-07-200-007
03-07-400-016
03-07-400-023

MAP OF TERRITORY TO BE ANNEXED

TO THE VILLAGE OF ALGONGUIN, KANE COUNTY, ILLINOIS

BEING A PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF } SS
THIS IS TO CERTIFY THAT _____ IS THE OWNER OF RECORD OF THE HEREBY DESCRIBED PROPERTY AND THAT AS SUCH OWNER HEREBY CONSENTS TO THE ANNEXATION OF SAID PROPERTY TO THE VILLAGE OF ALGONGUIN, DUPAGE COUNTY, ILLINOIS.
DATED THIS ____ DAY OF _____ A.D., 20__

OWNER
TITLE

NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } SS

I, NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/HEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____ A.D., 20__

NOTARY PUBLIC

VILLAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF KANE & WISCONSIN } SS
THIS IS TO CERTIFY THAT THE ATTACHED PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF ALGONGUIN ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF SAID VILLAGE.
THIS ____ DAY OF _____ A.D., 20__

VILLAGE OF ALGONGUIN

PRESIDENT

ATTEST: VILLAGE CLERK

SURVEYOR'S NOTES

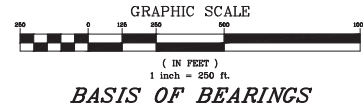
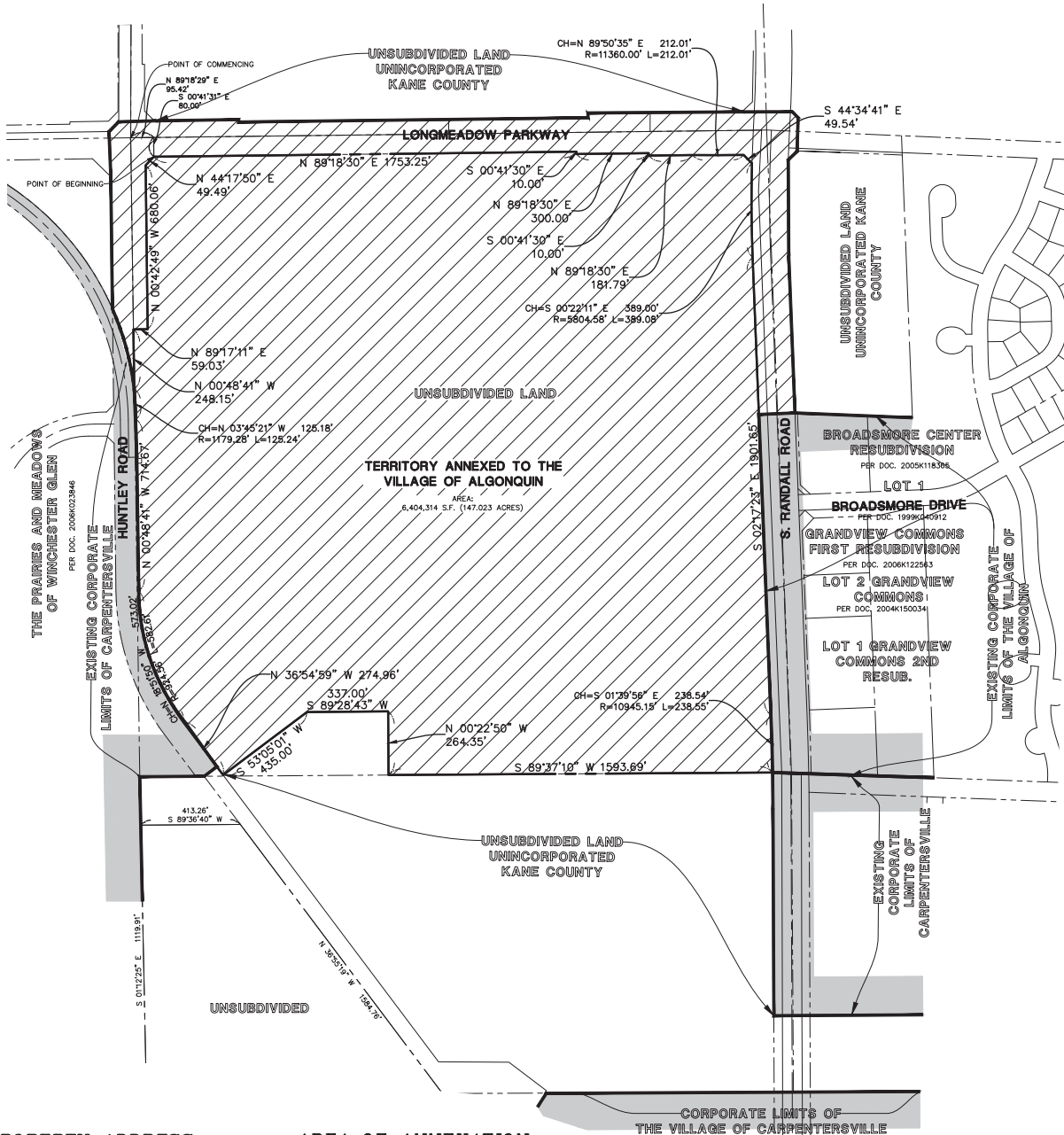
- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR
- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD.

PROPERTY ADDRESS

VACANT LAND
SOUTHWEST CORNER OF RANDALL RD.
& LONGMEADOW BLVD.
ALGONGUIN, ILLINOIS

AREA OF ANNEXATION

ANNEXED PARCEL AREA = 6,404,314 SQUARE FEET (147.023 ACRES)
EXISTING RIGHT OF WAYS AREA = 702,272 SQUARE FEET (16.122 ACRES)
TOTAL ANNEXED AREA = 7,106,586 SQUARE FEET (163.145 ACRES)



BASIS OF BEARINGS
COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

PLAT PREPARED FOR
NORTHPOINT DEVELOPMENT
3010 HIGHLAND PARKWAY, SUITE 440
DOWNERS GROVE, IL 60515

LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A POINT OF CURVATURE; (6) THENCE EASTERLY 212.01 FEET, ALONG A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11,360.00 FEET, AND CHORD BEARING OF NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, AND CHORD DISTANCE OF 212.01 FEET; (7) THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY, 389.08 FEET ALONG A NON-TANGENT CURVE, CONCAVE EAST, HAVING A RADIUS OF 5,804.58 FEET, CHORD BEARING OF SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, AND CHORD DISTANCE OF 389.08 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 238.54 FEET AND AN ARC DISTANCE OF 238.55 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1593.69 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, 264.35 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 54 MINUTES 59 SECONDS WEST, 274.96 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 573.2 FEET AND AN ARC DISTANCE OF 582.61 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 714.67 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,179.28 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 125.18 FEET AND AN ARC DISTANCE OF 125.24 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 248.15 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 59.03 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 49 SECONDS WEST, 88.00 FEET; THENCE NORTH 44 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

TOGETHER WITH THE ADJOINING AND CONTIGUOUS RIGHT-OF-WAYS OF HUNTLEY ROAD, LONGMEADOW BOULEVARD, AND RANDALL ROAD NOT PREVIOUSLY ANNEXED.

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE PLATED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXING SAID PROPERTY INTO THE VILLAGE OF ALGONGUIN, ILLINOIS AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.
DATED THIS 3RD DAY OF JUNE, A.D. 2021.

FOR REVIEW - ONLY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3686
LICENSE EXPIRES NOVEMBER 30, 2022
DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350
EXPIRES APRIL 30, 2021

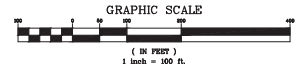
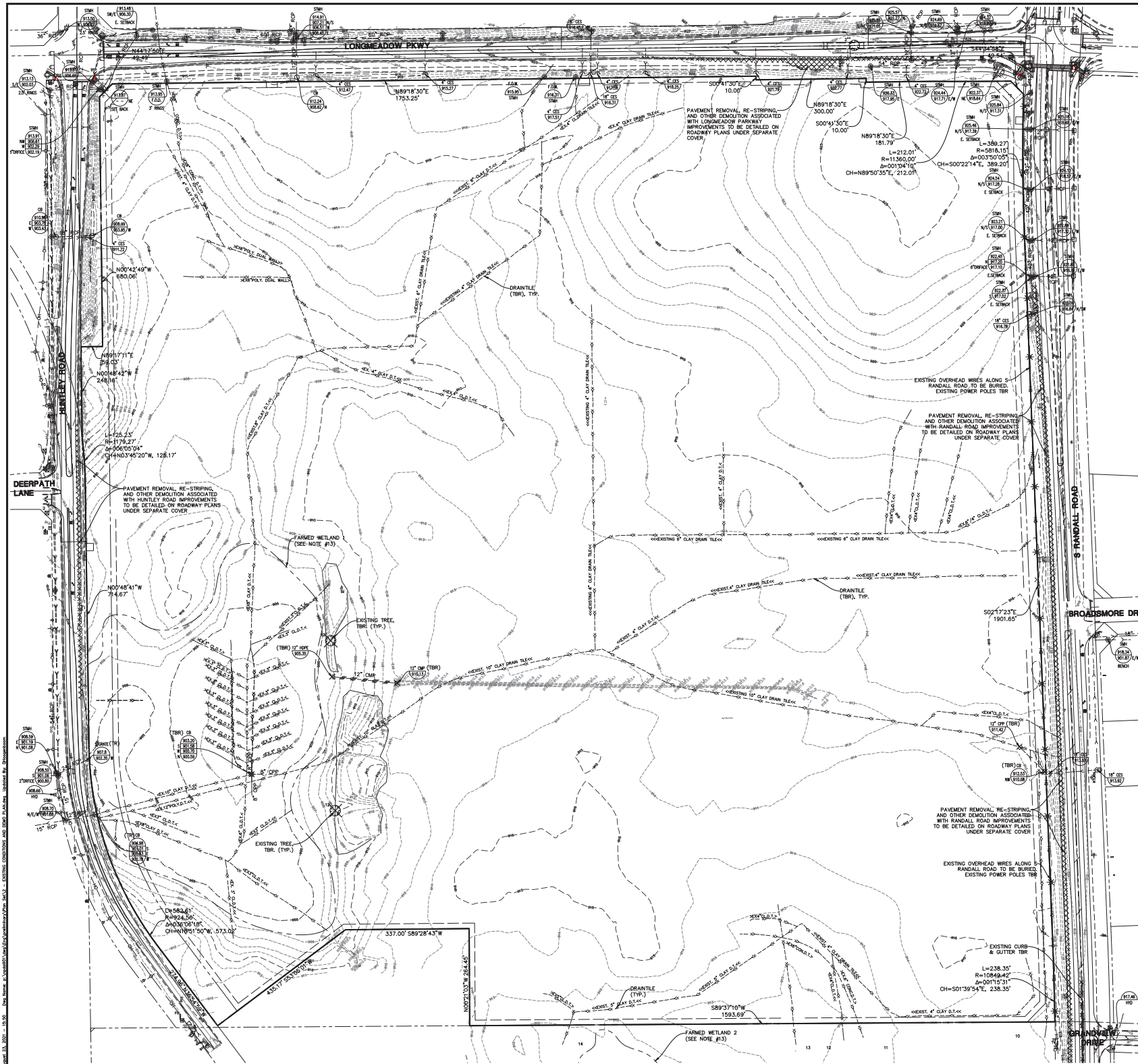


Manhard CONSULTING LTD.
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Cell: 773-221-1111 | Fax: 773-221-1112
Email: info@manhardconsulting.com | Website: www.manhardconsulting.com

NORTHPOINT CORPORATE CENTER
ALGONGUIN, IL
MAP OF TERRITORY TO BE ANNEXED

DATE	08/28/21
REVISION	
DESCRIPTION	
PROJECT	
SHEET	1 OF 1
SCALE	1"=250'
PROJ. ASSOC.	SSP
DRAWN BY	BAS
DATE	09/28/21
SCALE	1"=250'
SHEET	1 OF 1
PROJECT	
DATE	08/23/21
REVIEW COMMENTS	
DATE	
REVIEW	
DATE	
REVIEW	
DATE	
REVIEW	
DATE	
REVIEW	
DATE	
REVIEW	
DATE	
REVIEW	

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DEMOLITION LEGEND

	FENCE RETAINING WALL, RAILROAD TIES, POLES, CURB AND GUTTER, ETC. TO BE REMOVED
	UTILITY STRUCTURE TO BE REMOVED
	UTILITY LINE REMOVAL, FILL OR ABANDONMENT (REFER TO SPECIFICATIONS)
	TREE TO BE REMOVED
	(TBR) TO BE REMOVED (TR) TO REMAIN
	DRAIN TILE

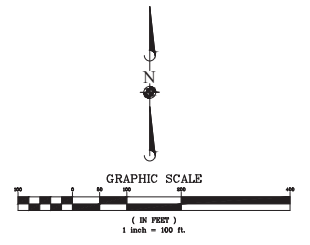
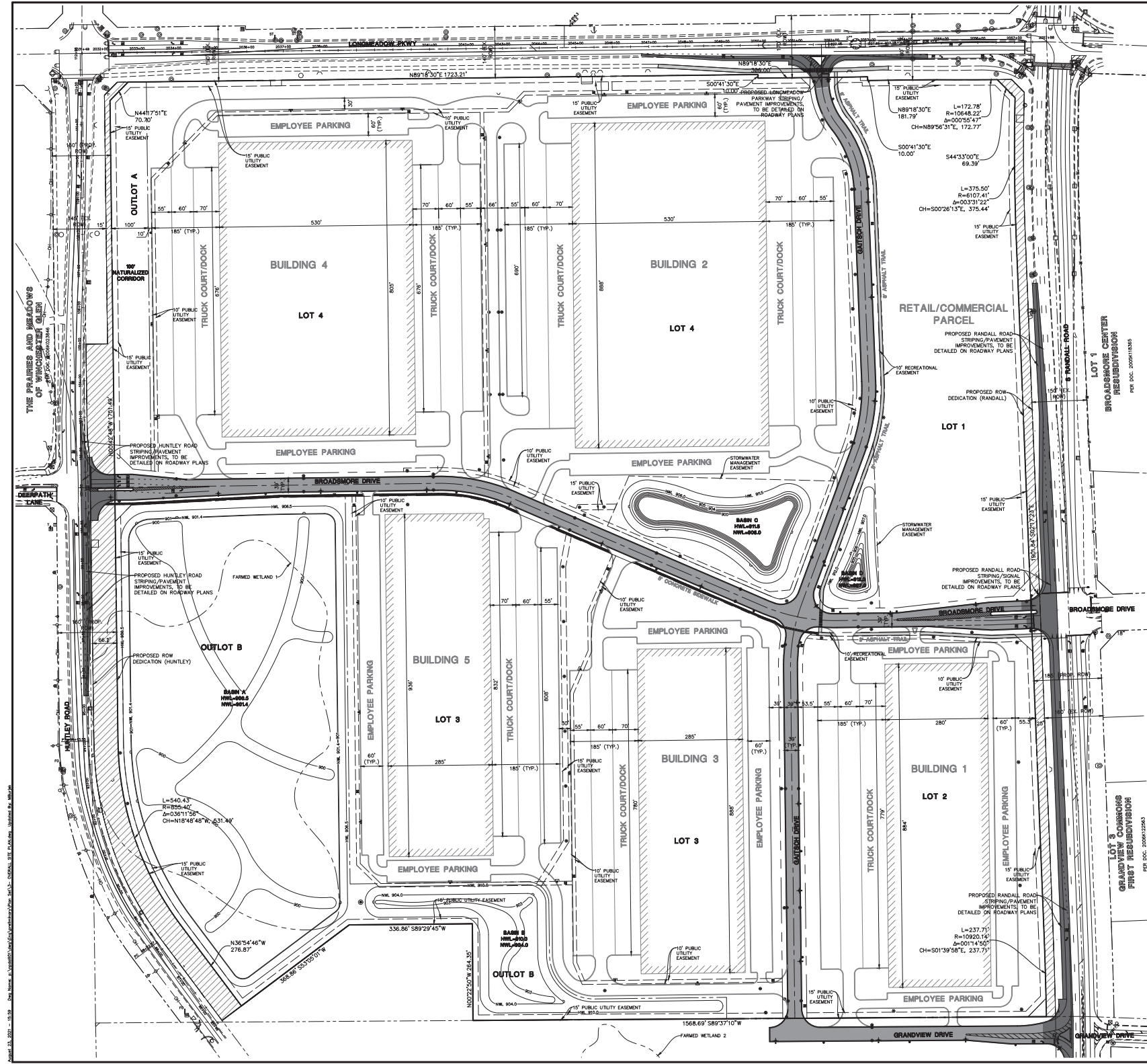
- EXISTING CONDITIONS AND DEMOLITION NOTES:
- EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY MANHARD CONSULTING ON 01/15/2021. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.
 - THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY THE UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
 - THE EXISTING DRAIN TILE SHOWN IS BASED, IN PART, UPON A DRAIN TILE SURVEY PREPARED BY HULLSTON MORRIS ON 01/19/2021. DRAIN TILE TO BE REMOVED WILL BE DETERMINED AT FINAL ENGINEERING.
 - THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING FOR ALL FEES AND CHARGES.
 - SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FEATURES INDICATED TO REMAIN, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN. ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
 - PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
 - ALL EXISTING UTILITY LINES AND CONDUITS LOCATED UNDER PROPOSED BUILDINGS SHALL BE REMOVED AND PROPERLY BROUGHT. ALL UTILITY LINES AND CONDUITS LOCATED UNDER DRIVES, ON-SITE ROADS, PARKING LOTS OR SIDEWALKS SHALL BE FILLED WITH A FLOWABLE BACKFILL AND END PLUGGED. ALL EXISTING STRUCTURES SHALL BE REMOVED. ALL EXISTING UTILITY LINES LOCATED UNDER LANDSCAPE AREAS SHALL BE LEFT IN PLACE AND PLUGGED AT ALL STRUCTURES.
 - THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL AND LAWFUL DISPOSAL (IN A LOCATION APPROVED BY ALL COVERING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FUNDATIONS, PAVING, DRAINAGE, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THESE PLANS CAN BE CONSTRUCTED. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS. ALL FACILITIES TO BE REMOVED SHALL BE BROUGHT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
 - ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED SHALL BE COORDINATED BY THE CONTRACTOR WITH THE AFFECTED UTILITY COMPANY.
 - CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.
 - CONTINUOUS ACCESS SHALL BE MAINTAINED FOR SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION.
 - THE EXISTING WETLAND DELINEATION SHOWN IS BASED UPON A WETLAND DETERMINATION PREPARED BY ENCAP INCORPORATED ON 07/09/21.

DATE	DESCRIPTION



ALGONQUIN CORPORATE CAMPUS
VILLAGE OF ALGONQUIN, ILLINOIS
EXISTING CONDITIONS AND DEMOLITION PLAN

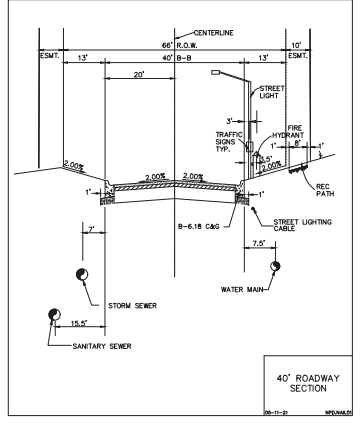
PRELIMINARY - NOT FOR CONSTRUCTION



SITE DATA	
SITE AREA	147.02 ACRES

PAVEMENT LEGEND	
	HEAVY DUTY ASPHALT PAVEMENT 2 1/2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MIX D, N50 3" STURMOVIS BINDER COURSE, HOT-MIX ASPHALT, IL-19, N50 14" AGGREGATE BASE COURSE, TYPE B
	KDOT ASPHALT PAVEMENT CROSS-SECTION TO MATCH EXISTING, OR CURRENT KDOT REQUIREMENTS TO BE COORDINATED WITH KDOT DURING FINAL DESIGN
	CONCRETE SIDEWALK 2" PORTLAND CEMENT CONCRETE 4" COMPACTED AGGREGATE BASE COURSE, TYPE B
	ASPHALT TRAIL 2" HOT MIX ASPHALT SURFACE COURSE 6" AGGREGATE BASE COURSE GRADE 9 CRUSHED STONE W/ FINES

- 5.3.3.3 DIMENSIONAL AND PAVING NOTES:**
1. ALL DIMENSIONS ARE FACE OF CURB OR BUILDING FOUNDATION UNLESS NOTED OTHERWISE.
 2. ALL PROPOSED CURB AND GUTTER SHALL BE 66.13 UNLESS NOTED OTHERWISE.
 3. SIDEWALKS OUTSIDE OF THE RIGHT OF WAY ARE OMITTED FROM THIS PRELIMINARY PLAN. ALL SIDEWALKS WILL BE DESIGNED AND COORDINATED IN CONJUNCTION WITH GORRUP CONSULTING, GENERAL BUILDING OPERATIONS, AND PUBLIC ACCESS REQUIREMENTS.
 4. SIGNAGE AND STRIPING HAVE BEEN OMITTED FROM THIS PRELIMINARY PLAN. ALL ROADWAY AND PARKING LOT SIGNAGE, STRIPING, SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL GOVERNMENTAL ENTITY DETAILS.
 5. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY.
 6. THE DESIGN INFORMATION PROVIDED ON THIS DOCUMENT IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON ADDITIONAL INFORMATION, ENGINEERING STUDIES, SITE PLAN DEVELOPMENT, ETC.
 7. THE SITE PLAN DEPICTED ON THIS DOCUMENT IS PRELIMINARY IN NATURE AND ALL GEOMETRY SHALL BE SUBJECT TO CHANGE AT THE TIME OF FINAL ENGINEERING.
 8. ALL STREET LIGHT LOCATIONS SHALL BE DETERMINED BY THE PHOTOMETRIC PLAN, AND THEREFORE ALL LIGHTING IS NOT INCLUDED AT THIS TIME.
 9. PAVEMENT SECTIONS PROVIDED ARE PROVIDED TO MEET VILLAGE OF ALGONQUIN STANDARDS. FINAL PAVEMENT SECTIONS FOR THIS PROJECT ARE TO BE DETERMINED AT THE TIME OF FINAL ENGINEERING DESIGN.

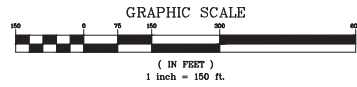


DATE	DESCRIPTION	BY	CHK



ALGONQUIN CORPORATE CAMPUS
VILLAGE OF ALGONQUIN, ILLINOIS
OVERALL SITE PLAN

PRELIMINARY - NOT FOR CONSTRUCTION



EXAMPLE SEED MIXES, PLANTINGS AND MAINTENANCE PLAN TO BE COORDINATED WITH VILLAGE ECOLOGIST

Stormwater Seed Mix
Provided by Garden or Equal

Note: Double installation rates shown below (do not double cover crop)
Application Rate (including cover crop): 32.97 PLS Lbs/AC

Botanical Name	Common Name	PLS Quinces/Acre
Permanent Grasses/Sedges/Rushes:		
<i>Sobcostris flexuatus</i>	River Bulrush	1.00
<i>Carex crinita</i>	Crested Owl Sedge	0.50
<i>Carex lasiocarpa</i>	Bottlebrush Sedge	3.00
<i>Carex lasiocarpa</i>	Blunt Fox Sedge	2.00
<i>Lygodes americanus</i>	Virginia Wild Rye	24.00
<i>Stipa spicata</i>	Stow Meadows Grass	1.00
<i>Hordeum effusum</i>	Common Nuts	1.00
<i>Phalaris virginica</i>	Pine Cut Grass	1.00
<i>Phalaris virginica</i>	Switch Grass	2.00
<i>Scirpus americanus</i>	Great Bulrush	3.00
<i>Scirpus americanus</i>	Dark Green Rush	2.00
<i>Scirpus americanus</i>	Wood Grass	1.00
Total		41.00

Botanical Name	Common Name	PLS Quinces/Acre
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Colium multiflorum</i>	Annual Ryegrass	100.00
Total		460.00

Botanical Name	Common Name	PLS Quinces/Acre
Forbs & Shrubs:		
<i>Aster subcordatus</i>	Common Water Plantain	2.50
<i>Aster multiflorus</i>	Swamp Milkweed	2.00
<i>Erigeron philadelphicus</i>	White Top	2.00
<i>Erigeron philadelphicus</i>	Common Fennel	1.00
<i>Erigeron philadelphicus</i>	Spicebush	2.00
<i>Erigeron philadelphicus</i>	Black Fly	4.00
<i>Erigeron philadelphicus</i>	Common Water Horehound	0.50
<i>Erigeron philadelphicus</i>	Morning Glory	1.00
<i>Erigeron philadelphicus</i>	Dark Green Top	0.50
<i>Erigeron philadelphicus</i>	White Top	2.00
<i>Erigeron philadelphicus</i>	Black Eyed Susan	1.00
<i>Erigeron philadelphicus</i>	White Top	1.50
<i>Erigeron philadelphicus</i>	Common Arrowweed	1.00
<i>Erigeron philadelphicus</i>	White Top	2.00
<i>Erigeron philadelphicus</i>	Handed Aster	0.50
<i>Erigeron philadelphicus</i>	New England Aster	0.50
<i>Erigeron philadelphicus</i>	Purple Meadow Rue	2.00
Total		26.00

Manhard Consulting Standard Seed Mix
Provided by Garden or Equal
Swales and Dry Basin Seed Mix

Note: Double installation rates shown below (do not double cover crop)
Application Rate 32.30 PLS Lbs/AC

Botanical Name	Common Name	Quinces/Acre (PLS)
Permanent Grasses		
<i>Erigeron philadelphicus</i>	Big Bluestem	4.00
<i>Erigeron philadelphicus</i>	Brisk Sedge	2.50
<i>Erigeron philadelphicus</i>	Green Oat Sedge	2.00
<i>Erigeron philadelphicus</i>	Bottlebrush Sedge	2.50
<i>Erigeron philadelphicus</i>	Plume Sedge Mix	8.00
<i>Erigeron philadelphicus</i>	Brown Fox Sedge	4.00
<i>Erigeron philadelphicus</i>	Virginia Wild Rye	8.00
<i>Erigeron philadelphicus</i>	Stow Meadows Grass	1.00
<i>Erigeron philadelphicus</i>	Switch Grass	2.00
<i>Erigeron philadelphicus</i>	Dark Green Rush	2.00
<i>Erigeron philadelphicus</i>	Wood Grass	1.00
<i>Erigeron philadelphicus</i>	Plume Oat Grass	3.00
Total		40.00

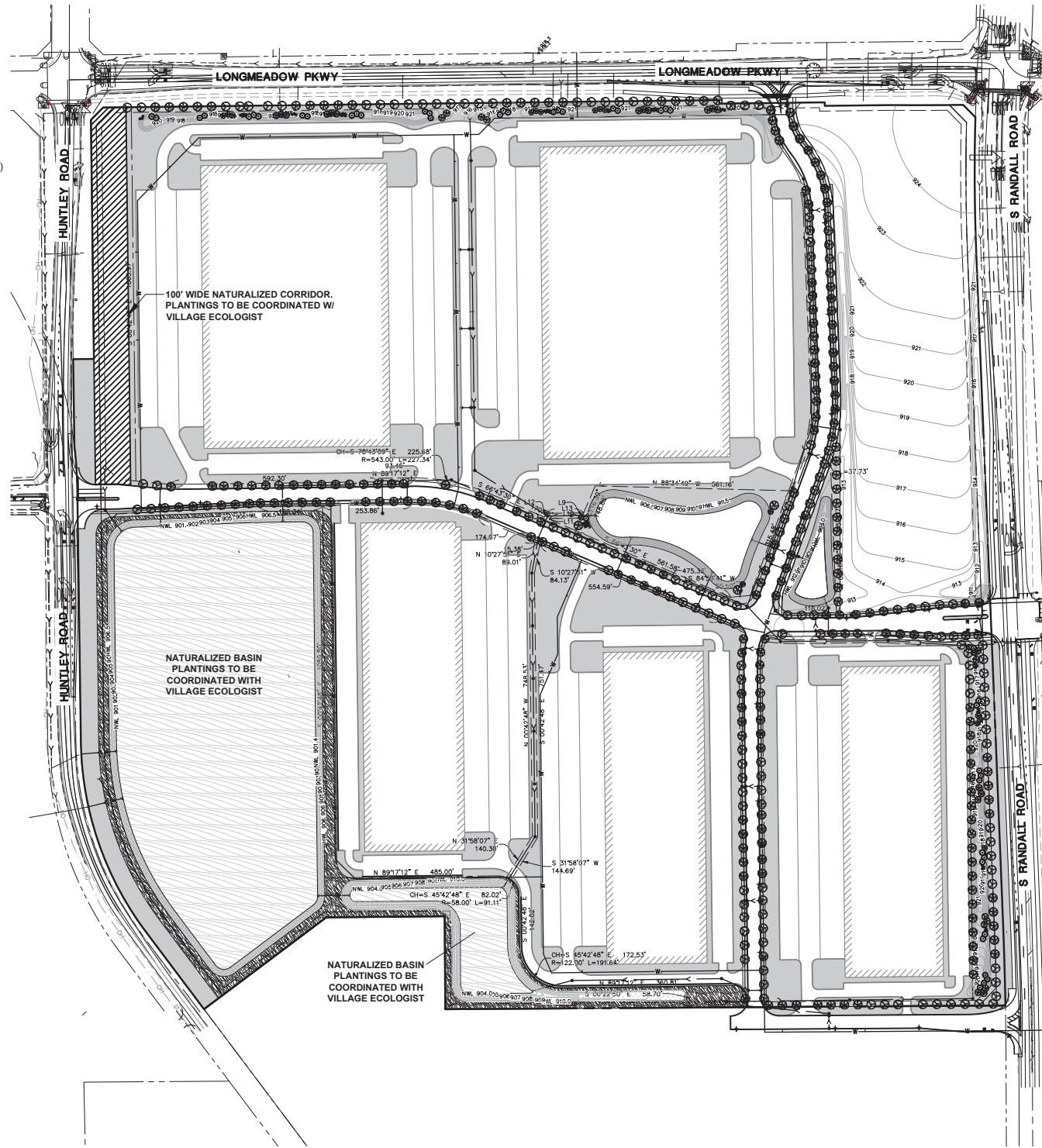
Botanical Name	Common Name	PLS Quinces/Acre
Forbs:		
<i>Aster multiflorus</i>	Water Plantain (various mix)	1.00
<i>Aster multiflorus</i>	Swamp Milkweed	2.00
<i>Aster multiflorus</i>	Tall Coreopsis	1.00
<i>Aster multiflorus</i>	Spaced-Loose-Pine Wood	0.25
<i>Aster multiflorus</i>	White Top	4.00
<i>Aster multiflorus</i>	White Top	1.00
<i>Aster multiflorus</i>	Small Blue Lobelia	0.25
<i>Aster multiflorus</i>	Common Water Horehound	0.25
<i>Aster multiflorus</i>	Common Mountain Mint	0.25
<i>Aster multiflorus</i>	White Top	1.00
<i>Aster multiflorus</i>	Common Arrowweed	0.25
<i>Aster multiflorus</i>	White Top	1.00
<i>Aster multiflorus</i>	White Top	1.00
<i>Aster multiflorus</i>	White Top	1.50
<i>Aster multiflorus</i>	Golden Alexander	0.25
Total		16.75

Botanical Name	Common Name	PLS Quinces/Acre
Temporary Cover (do not double cover crop application rate):		
<i>Avena sativa</i>	Common Oat	360.00
<i>Colium multiflorum</i>	Annual Ryegrass	100.00
Total		460.00

Notes:
1) For best results install 1/2" Seed Treat (optional) to above seed mix at 4 or 6 lbs/100 lbs of seed or equal
2) Install proper erosion control (blanket or heavy hydro mulchings) immediately after installation

LEGEND

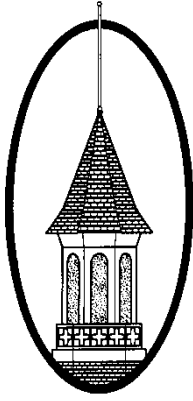
- TURF
- ECONOMY PRAIRIE SEED MIX (SEE L2)
- STORMWATER SEED MIX (SEE L2)
- SWALE SEED MIX (SEE L2)



Manhard CONSULTING LTD.
2200 West Lake Street, Suite 100, Algonquin, IL 60106
Cell: 630-281-1111 | Fax: 630-281-1112 | Email: info@manhardconsulting.com

**ALGONQUIN INDUSTRIAL PARK
ALGONQUIN, ILLINOIS
OVERALL LANDSCAPE PLAN**

PROJ. NO.: 04
PROJ. ASSOC.:
DRAWN BY: JSM
DATE: 5/27/2021
SCALE: 1"=150'
SHEET
L2 OF L9
NPD.AJL01



Village of Algonquin

The Gem of the Fox River Valley

Planning and Zoning Commission Minutes Special Meeting | September 13, 2021

Roll Call - Establish Quorum

Commissioner Patrician called the meeting to order at 7:00 pm.

Community Development Director Jason Shallcross called the roll to check attendance. Four of seven commissioners were present and could hear and be heard:

- Chairman James Patrician
- Commissioner Andrew Neuhalfen
- Commissioner Patricia Szpekowski
- Commissioner Linda Laipert

Members absent: Commissioner Kennealy, Commissioner Postelnick, and Commissioner Sturznicke

Staff Present: Community Development Director Jason Shallcross, Mike Darrow, Patrick Knapp, and Attorney Brandy Quance

Approval of Minutes

Chairman Patrician asked for approval of the August 9, 2021 Planning and Zoning Commission minutes. A motion from Neuhalfen and seconded by Szpekowski to approve the minutes was made. The motion was approved on a 4-0 vote.

Public Comment

Chairman Patrician asked for public comments.

Public Hearing Case No. PZ-13-21 Text Amendment to Section 21.10-G, B-P Business Park District (B-P District), of the Algonquin Zoning Ordinance

Jason Shallcross, Director of Community Development, provided an overview of the proposed text amendment. He stated that staff believes there has been a lack of industrial interest in the subject property and that there are no proposals to develop the property at this time. Additionally, he stated that the property may be more desirable in the next few years pending other development in the area and that the amendment is not injurious to the general health, safety, morals, or welfare of persons residing or working near the existing church. Finally, he stated that this will be the final extension of the non-conforming use language in the Business Park District.

Chair partition called for a public hearing to be open – Pastor Eric Bentz thanked the Village for recommending approval of the proposed text amendment.

Motion was made by Laipert and seconded by Szpekowski to approve the text amendment as outlined in the staff report for case PZ-13-21 which will extend the demolition timeframe for a nonconforming church in the B-P Business Park Zoning District for three years. The motion was approved on a 4-0 vote.

Public Hearing Case Number PZ-12-21 Preliminary Plat, Preliminary PUD, and Zoning upon Annexation for the NorthPoint Algonquin Corporate Campus.

David Salinas and Tom George of NorthPoint Development, the Petitioner, presented an overview of the proposed corporate campus to be located at the southwest corner of Longmeadow Parkway and Randall Road. They provided information regarding the proposed elevations, infrastructure, site plan, phasing, traffic, and timeline. The Petitioners stated that if approved, the development could create as many as 1,000 new jobs for the region.

The Commissioners and Petitioner discussed traffic impacts, potential impacts to area residents, landscape requirements, and stormwater functionality.

Chair Patricia called for a public hearing to be open – Ben Mason of 1200 L W Besinger Drive, Carpentersville, IL 60110, Community Development Director for the Village of Carpentersville, voiced concerns regarding visibility of the campus to the subdivision to the west, rooftop unit visibility, street improvements. He stated further that the Village of Carpentersville supports the proposed development. The Petitioner committed to addressing all of Mr. Mason’s concerns.

Motion was made by Laipert and seconded by Neuhalfen to approve the Preliminary Plat of Northpoint Algonquin Corporate Campus, as prepared by Manhard Consulting LTD, with the latest revision date of August 23, 2021, approve Zoning upon annexation wherein the proposed Lot 1 will be zoned B-2 Business District and Lot 2, Lot 3, Lot 4, Outlot A, and Outlot B will be zoned B-P Business Park District, and approve a Preliminary Planned Development for the Subject Property located at the southwest corner of Randall Road and Longmeadow Parkway referred to as the “NorthPoint Algonquin Corporate Campus”, as outlined in the staff report for

case PZ-12-21, subject to the conditions outlined in the staff report. The motion was approved on a 4-0 vote.

New/Old Business

No new or old business was discussed.

Adjournment

Chairman Patrician asked for a motion to adjourn. A motion from Szpekowski seconded by Neuhalfen was made. The motion was approved on a 4-0 vote. The meeting was adjourned at 8:15 P.M.

Minutes signed by:



Jason Shallcross, AICP, Community Development Director

INDUSTRIAL DEVELOPMENT

Traffic Impact Study

Village of Algonquin, Illinois

May, 2021

Prepared for:

NorthPoint Development

Kimley»»Horn

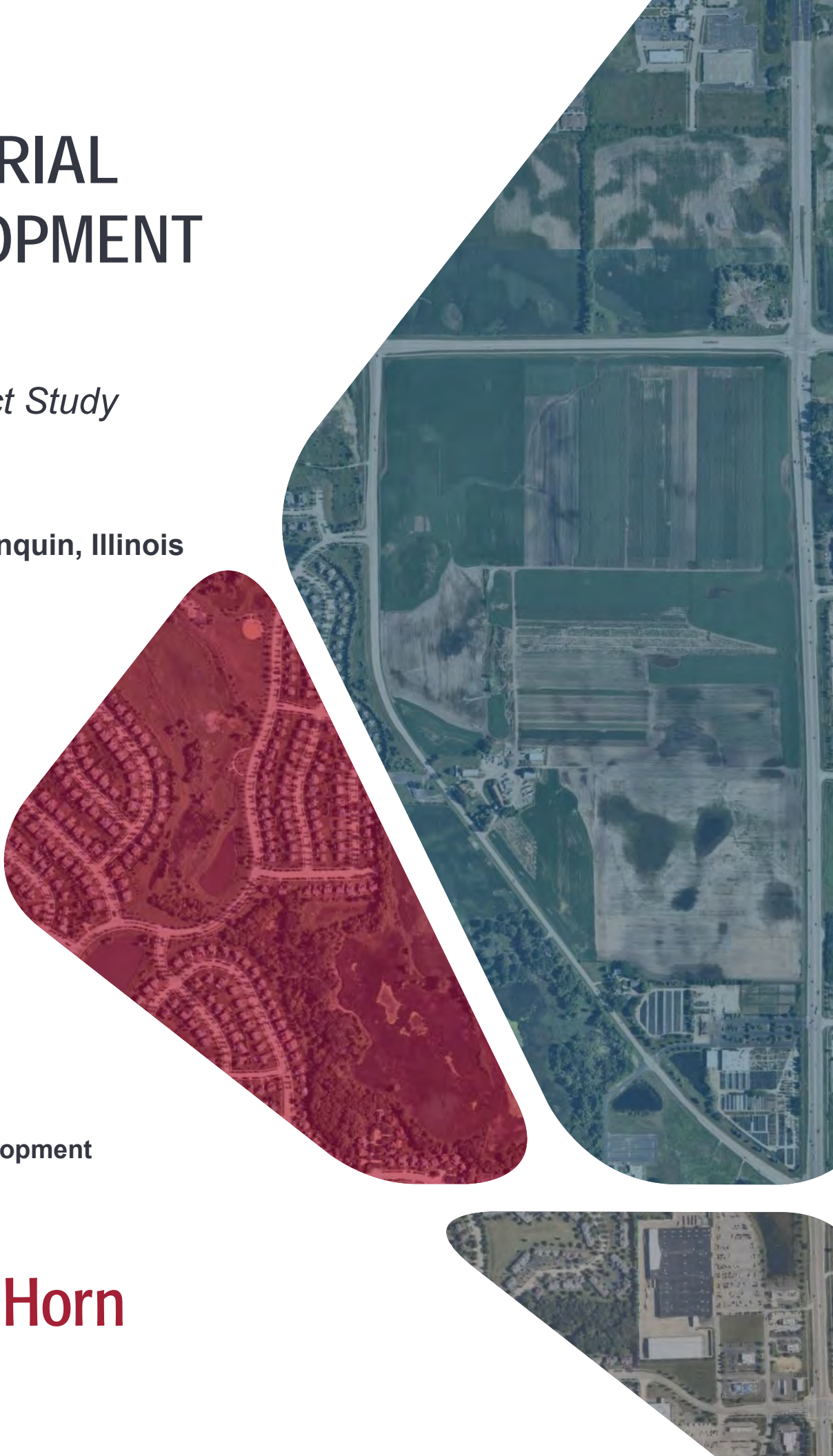


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EXECUTIVE SUMMARY

Kimley-Horn and Associates, Inc., (Kimley-Horn) was retained by NorthPoint Development to perform a traffic impact study for an industrial and commercial development proposed on the south side of Longmeadow Parkway between Huntley Road and Randall Road in Algonquin, Illinois. Phase A of the development is proposed to include five industrial use buildings (roughly 1.7 million square feet) to be completed by 2032. Phase B is proposed to include the industrial buildings from Phase A and 150,000 square feet of commercial space with anticipated full buildout by 2042. The development is proposed on a vacant site. There are four proposed site accesses (Access A – Access D) studied in this analysis.

As part of this study, the existing roadway network was analyzed to determine the current operations at the study intersections. Additionally, the Kane County Department of Transportation's Comprehensive Road Improvement Plan (CRIP) is planned to be completed before 2032. Therefore, the roadway improvements in the CRIP were included in this analysis as No-Build conditions for all future scenarios. In order to assess the site's potential impact on the area roadway network, site generated trips were established and added to the background traffic volumes. Consistent with Kane County requirements, future No-Build and Build traffic conditions were evaluated for Future Year 2032 (Phase A) and Future Year 2042 (Phase B).

All site accesses are proposed in both Phase A and Phase B. Access A (along Longmeadow Parkway) and Access C (along Randall Road) are both proposed to be right-in, right-out only driveways with one channelized inbound and one outbound lane. Access B (along Randall Road) and Access D (along Huntley Road) are both proposed as full-access driveways and will each provide one left-turn lane, one through lane, and one right-turn lane for outbound traffic and a single inbound lane.

In Phase A (2032), no signals are warranted at the site driveways. Minor-leg stop-control is proposed for all outbound traffic at Accesses A-D in Phase A. In Phase B (2042), a signal is warranted at the intersection of Randall Road and Broadsmore Drive / Access B. A signal is proposed for this study intersection in Phase B and minor-leg stop-control was analyzed at all other accesses (Access A, Access C, and Access D).

All site driveways as well as the existing signalized study intersections of Longmeadow Parkway and Huntley Road, Randall Road and Longmeadow Parkway, and Randall Road and Huntley Road were analyzed. Based on a review of future traffic conditions, it is anticipated that the site-generated traffic would not materially impact the roadway network.

Additional details related to the improvements identified above are provided in the *Recommendations & Conclusions* section of this report.

1. INTRODUCTION

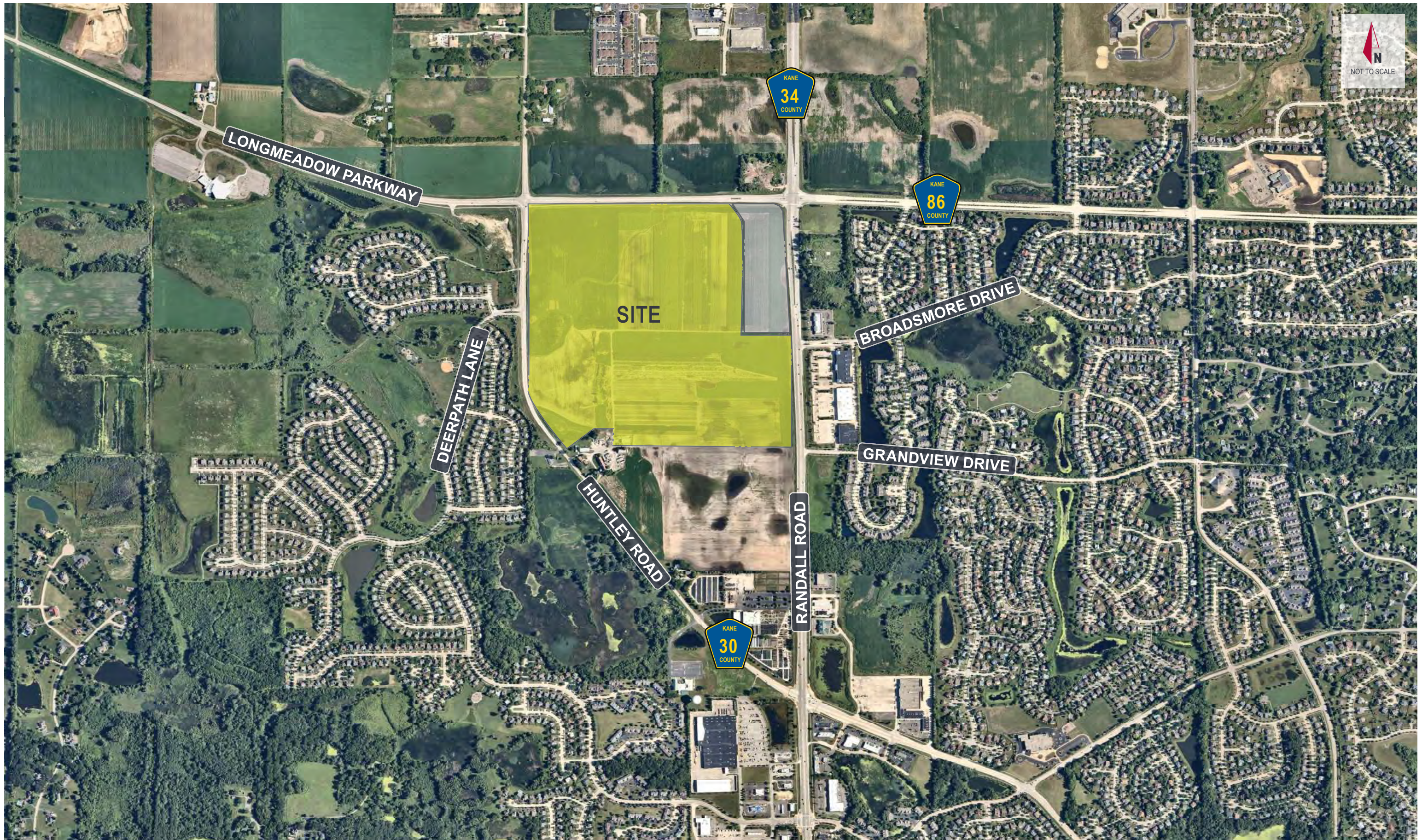
Kimley-Horn and Associates, Inc., (Kimley-Horn) was retained by NorthPoint Development to prepare a traffic impact study for an industrial and commercial development proposed on the south side of Longmeadow Parkway between Huntley Road and Randall Road in Algonquin, Illinois. The site is currently undeveloped. The proposed development would be broken up into two phases, with Phase A to be completed by 2032 and Phase B expected to be completed by 2042. Phase A would include five industrial-use buildings, totaling 1,701,400 square feet, while Phase B would provide approximately 150,000 square feet of commercial space. The commercial development would take place on a seller-retained parcel and is incorporated into this study for reference only. Further study, based on a more defined land plan, and local/County permitting will be required by others in the future to support this potential development.

A total of five (5) accesses were assumed for the proposed development. Accesses A-D were evaluated during Phase A (2032) and Phase B (2042). An additional right-in, right-out only driveway was assumed for the purposes of this study along Randall Road to provide expanded access to the proposed commercial space in Phase B. As this parcel is not part of the NorthPoint development, studies and permitting needed to support this access would need to be undertaken by others in the future.

One right-in, right-out only driveway (Accesses A) is proposed along Longmeadow Parkway for the northern frontage of the development, approximately 650 feet west of the existing signalized study intersection of Randall Road and Longmeadow Parkway. Two driveways (Access B and Access C) are proposed along Randall Road for the eastern frontage of the development. Access B will be a full-access driveway aligned with Broadmore Drive approximately 1,500 feet south of Longmeadow Parkway. Access C will be a right-in, right-out only driveway aligned with Grandview Drive approximately 2,600 feet north of the existing signalized study intersection of Randall Road and Huntley Road. One full-movement driveway (Access D) is proposed along Huntley Road for the western frontage of the development across from Deerpath Lane approximately 1,200 feet south of the existing signalized study intersection of Longmeadow Parkway and Huntley Road.

An aerial view of the study location and the surrounding roadway network is presented in **Exhibit 1**.

As part of this study, the existing network was analyzed to determine the current operations at the study intersections. Future background traffic volumes were estimated with growth rates for the appropriate development years and construction of the proposed development. This report presents and documents data collection, summarizes the evaluation of existing and projected future traffic conditions on the surrounding roadways, and identifies recommendations to address the potential impact of site-generated traffic on the adjacent roadway network.



2. EXISTING CONDITIONS

Based on aerial imagery as well as a site visit, Kimley-Horn conducted a review of the subject site including existing land uses in the surrounding area, the adjacent street system, current traffic volumes and operating conditions, lane configurations and traffic controls at nearby intersections, and other key roadway characteristics. This section of the report details information on the existing conditions.

Area Land Uses & Connectivity

The proposed development is located on the south side of Longmeadow Parkway between Huntley Road and Randall Road in Algonquin, Illinois. The subject site is currently undeveloped. The site is bound by Longmeadow Parkway to the north, Huntley Road to the west, Randall Road to the east, and largely undeveloped land to the south. The site is surrounded by residential developments to the east and west and a mixture of undeveloped land and commercial developments to the north.

Randall Road provides regional connectivity to the north and south and Longmeadow Parkway provides regional connectivity to the east and west.

Existing Roadway Characteristics

A field investigation was conducted within the study area. As a result of this visit, the following information was obtained about the existing roadway network.

Randall Road is a north-south roadway located directly east of the subject site and is classified by the Illinois Department of Transportation (IDOT) as a Principal Arterial. North of Longmeadow Parkway, Randall Road provides three travel lanes in each direction with dedicated turn lanes at key intersections. South of Longmeadow Parkway, Randall Road transitions to providing two travel lanes in each direction. At its signalized intersection with Longmeadow Parkway, Randall Road provides dual left-turn lanes, three through lanes, and a dedicated right-turn lane on the north and south legs. At its signalized intersection with Huntley Road, Randall Road provides dedicated left and right-turn lanes, as well as two through lanes on the north and south legs. At its three-legged unsignalized intersection with Grandview Drive, Randall Road provides a dedicated right-turn lane on the south leg and two through lanes in each direction. At its three-legged unsignalized intersection with Broadmore Drive, Randall Road provides a dedicated left-turn lane on the north leg, a dedicated right-turn lane on the south leg, and two through lanes on both legs. IDOT classifies Randall Road as a Strategic Regional Arterial (SRA) roadway. The SRA system was established by IDOT to promote mobility on key routes through the Chicago area by applying various strategies, such as access control and limited signalization. The posted speed limit on Randall Road is 50 miles per hour (MPH). Randall Road is under Kane County jurisdiction.

Huntley Road is located directly west of the subject site and is classified by IDOT as a Minor Arterial. Huntley Road generally provides a single travel lane in each direction, with dedicated turn lanes at key intersections. For the purpose of this traffic study, Huntley Road is considered to be a north-south roadway at its intersections with Longmeadow Parkway and Deerpath Lane and an east-west roadway at its intersection with Randall Road. At its signalized intersection with Longmeadow Parkway, Huntley Road provides dedicated left-turn lanes on both the north and south legs and a right-turn lane on the south leg. At its signalized intersection with Randall Road, Huntley Road

provides dual left-turn lanes, one through lane, and a channelized right-turn lane on the east leg. On the west leg, Huntley Road provides a single left-turn lane, one through lane, and channelized right-turn lane. The posted speed limit on Huntley Road is 50 MPH near the proposed development. Huntley Road is under Kane County jurisdiction.

Longmeadow Parkway is an east-west roadway located along the northern frontage of the subject site and is classified by IDOT as a Minor Arterial. West of Randall Road, Longmeadow Parkway generally provides a single through lane in each direction with dedicated turn lanes at key intersections. At Randall Road, Longmeadow Parkway transitions to provide two through lanes in each direction and dedicated turn lanes at key intersections. At its signalized intersection with Randall Road, Longmeadow Parkway provides one left-turn lane, two through lanes, and one right-turn lane on both the east and west legs. At its signalized intersection with Huntley Road, Longmeadow Parkway provides one left-turn lane, one through lane, and one right-turn lane on both the west and east legs. The posted speed on Longmeadow Parkway is 45 MPH west of Randall Road and 35 MPH east of Randall Road. Longmeadow Parkway is under Kane County jurisdiction.

Broadsmore Drive is an east-west roadway located immediately east of the subject site and is classified by IDOT as a Local Road. Broadsmore Drive generally provides one travel lane in each direction with turn lanes provided for access to the commercial developments north and south of the road. At its three-legged intersection with Randall Road, Broadsmore Drive is stop controlled and provides dedicated right- and left-turn lanes. The posted speed on Broadsmore Drive is 25 MPH. Broadsmore Drive is under the jurisdiction of the Village of Algonquin.

Grandview Drive is an east-west roadway located immediately east of the subject site and is classified by IDOT as a Major Collector. Grandview Drive generally provides one travel lane in each direction with dedicated left-turn lanes at key intersections. At its three-legged intersection with Randall Road, Grandview Drive is stop controlled and only allows right-in and right-out movements. The posted speed on Grandview Drive is 35 MPH. Grandview Drive is under the jurisdiction of the Village of Carpentersville.

Deerpath Lane is an east-west roadway located immediately west of the subject site and is classified by IDOT as a Local Road. Deerpath Lane generally provides a single travel lane in each direction. At its three-legged intersection with Huntley Road, Deerpath Lane is stop controlled with dedicated right- and left-turn lanes. The posted speed on Deerpath Lane is 25 MPH. Deerpath Lane is under the jurisdiction of the Village of Carpentersville.

Traffic Count Data

Weekday and Saturday turning movement count data was collected in April 2021 at the following study intersections:

- Longmeadow Parkway and Huntley Road
- Randall Road and Longmeadow Parkway
- Randall Road and Broadsmore Drive
- Randall Road and Grandview Drive
- Randall Road and Huntley Road
- Huntley Road and Deerpath Lane

The counts were conducted on a typical weekday at each intersection from 7:00 to 9:00AM, and 4:00 to 6:00PM. Additionally, counts were conducted on a typical Saturday from 11:00AM to 1:00PM. These count periods were selected in order to capture peak travel periods in the area. The traffic count data indicates that peak traffic volumes occur within the study area from 7:00 to 8:00AM and 4:30 to 5:30PM on weekdays, and from 12:00PM to 1:00PM on Saturdays.

24-hour counts were additionally collected at the intersections of Longmeadow Parkway and Huntley Road and Randall Road and Longmeadow Parkway on Thursday, April 15, 2021. The 24-hour traffic counts for the study intersections were compared to historical IDOT count data in order to determine if there was an impact on the traffic patterns in the study area due to COVID-19. The collected April 2021 data was greater than the available 2018 IDOT data along the study network. Based on the volume comparison, no adjustments were made to the existing 2021 traffic counts.

The peak hour vehicle traffic volumes were rounded to the nearest multiple of five and balanced between intersections. Peak hour traffic volumes are summarized on **Exhibit 2**. A summary of the traffic count data is provided in the appendix.

Existing Capacity Analysis

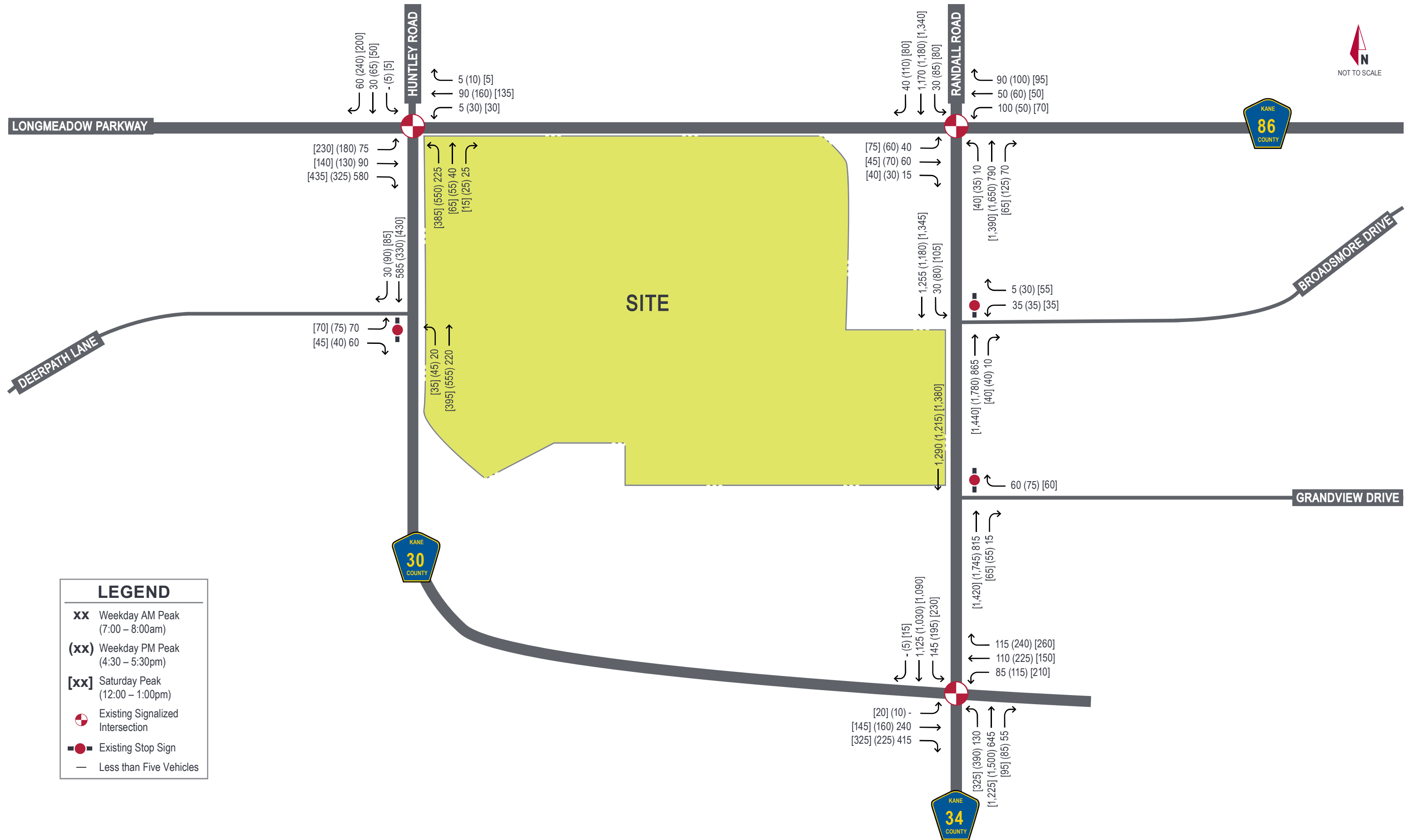
Capacity analyses were conducted to assess existing and future build operating conditions at the study intersections during the weekday peak hours. The capacity of an intersection quantifies its ability to accommodate traffic volumes and is expressed in terms of level of service (LOS), measured in average delay per vehicle. LOS grades range from A to F, with LOS A as the highest (best traffic flow and least delay), LOS E as saturated or at-capacity conditions, and LOS F as the lowest (oversaturated conditions). The lowest LOS grade typically accepted by jurisdictional transportation agencies in Northeastern Illinois is LOS D, and a minimum LOS C is required for through movements on SRA routes such as Busse Road (IL 83).

The LOS grades shown below, which are provided in the Transportation Research Board’s Highway Capacity Manual (HCM), quantify and categorize the driver’s discomfort, frustration, fuel consumption, and travel times experienced as a result of intersection control and the resulting traffic queuing. A detailed description of each LOS rating can be found in **Table 2.1**.

Table 2.1 Level of Service Grading Descriptions¹

Level of Service	Description
A	Minimal control delay; traffic operates at primarily free-flow conditions; unimpeded movement within traffic stream.
B	Minor control delay at signalized intersections; traffic operates at a fairly unimpeded level with slightly restricted movement within traffic stream.
C	Moderate control delay; movement within traffic stream more restricted than at LOS B; formation of queues contributes to lower average travel speeds.
D	Considerable control delay that may be substantially increased by small increases in flow; average travel speeds continue to decrease.
E	High control delay; average travel speed no more than 33 percent of free flow speed.
F	Extremely high control delay; extensive queuing and high volumes create exceedingly restricted traffic flow.

¹Highway Capacity Manual, 6th Edition.



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30 – 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
—	Less than Five Vehicles

The range of control delay for each rating (as detailed in the HCM) is shown in **Table 2.2**. Because signalized intersections are expected to carry a larger volume of vehicles and stopping is required during red time, higher delays are tolerated for the corresponding LOS ratings.

Table 2.2 Level of Service Grading Criteria¹

Level of Service	Average Control Delay (s/veh) at:	
	Unsignalized Intersections	Signalized Intersections
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25 – 35	> 35 – 55
E	> 35 – 50	> 55 – 80
F ²	> 50	> 80

¹Highway Capacity Manual, 6th Edition

²All movements with a Volume to Capacity (v/C) ratio greater than 1 receive a rating of LOS F.

Based on these standards, capacity results were identified for the study intersections under existing conditions. The results of capacity analysis for existing conditions are summarized in **Table 2.3**. In this table, operation on each approach is quantified according to the average delay per vehicle and the corresponding level of service. The results are based on Synchro’s HCM 6th Edition reports. Copies of the Synchro reports are provided in the appendix.

Table 2.3 Existing (2021) Levels of Service

Intersection	Weekday AM Peak		Weekday PM Peak		Saturday Midday Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Longmeadow Parkway / Huntley Road *						
Eastbound	14	B	23	C	19	B ¹
Westbound	14	B	44	D	30	C
Northbound	22	C	25	C	22	C
Southbound	35-	C ²	43	D	39	D
<i>Intersection</i>	17	B	30	C	24	C
Randall Road / Longmeadow Parkway *						
Eastbound	58	E	67	E	67	E
Westbound	53	D ³	70	E	70	E
Northbound	8	A ⁴	11	B ⁵	11	B ⁵
Southbound	9	A ⁴	12	B ⁴	12	B ⁵
<i>Intersection</i>	15	B	17	B	18	B
Randall Road / Broadsmore Drive △						
Westbound	65	F	120+	F	120+	F
Southbound Left	10+	B	21	C	17	C
Randall Road / Grandview Drive △						
Westbound	12	B	24	C	17	C
Randall Road / Huntley Road *						
Eastbound	120+	F	69	E ⁵	58	E ⁵
Westbound	52	D ⁴	73	E ⁵	47	D ⁴
Northbound	14	B	25	C ⁶	24	C
Southbound	17	B	24	C	24	C
<i>Intersection</i>	48	D	36	D	31	C
Huntley Road / Deerpath Lane △						
Eastbound	17	C	21	C	18	C
Northbound Left	9	A	8	A	9	A

* - Signalized Intersection

△ - Minor-Leg Stop-Controlled Intersection

¹Left-turn and through operate at LOS C

²Right-turn operates at LOS D

³Right-turn operates at LOS E

⁴Left-turn operates at LOS E

⁵Left-turn operates at LOS F

⁶Left-turn operates at LOS D

At the existing signalized intersection of Longmeadow Parkway and Huntley Road, all approaches currently operate acceptably at LOS D or better for each of the AM, PM, and Saturday peak hours under the Existing 2021 traffic conditions.

At the existing signalized intersection of Randall Road and Longmeadow Parkway, the northbound and southbound approaches operate acceptably overall in each peak hour. The northbound left-turn movement operates at LOS E in the AM peak hour and at LOS F in the PM and Saturday peak hours. The southbound left-turn movement operates at LOS E in the AM and PM peak hours and at LOS F in the Saturday peak hour. The north-south through movements on Randall Road currently operate at or above LOS C, consistent with IDOT requirements for an SRA route. The eastbound and westbound approaches operate at LOS E for each of the peak hours, except for the westbound approach in the AM peak hour which operates overall at LOS D, but with the westbound right-turn operating at LOS E.

For the minor-leg stop-controlled intersection of Randall Road and Broadmore Drive, the westbound approach currently operates at LOS F and the southbound left-turn operates acceptably in each peak hour. Low levels-of-service are not uncommon for sidestreet approaches, as vehicles may experience significant delays in turning onto a major roadway.

For the minor-leg stop-controlled intersections of Randall Road / Grandview Drive and Huntley Road / Deerpath Lane, all approaches currently operate acceptably for each peak hour.

For the existing signalized intersection of Randall Road and Huntley Road, all northbound and southbound approaches operate acceptably in each peak hour. The north-south through movements on Randall Road currently operate at LOS C or better, consistent with IDOT requirements for an SRA route. The eastbound approach currently operates at LOS F in the AM peak hour, and at LOS E with the left-turn movement operating at LOS F for the PM and Saturday peak hours. The westbound approach currently operates at LOS D with the left-turn movement at LOS E for the AM and Saturday peak hours, and at LOS E with the left-turn movement operating at LOS F for the PM peak hour.

The Existing 2021 95th percentile estimated queue lengths and available storage capacity are displayed in **Table 2.4**. The bold values represent queues that are not accommodated by the existing storage capacity.

Table 2.4 Existing (2021) 95th Percentile Estimated Queue Summary

Intersection	Available Storage (feet)	Queue Length (feet)		
		Weekday AM Peak	Weekday PM Peak	Saturday Midday Peak
Longmeadow Parkway / Huntley Road *				
Eastbound Left	350	28	150	148
Eastbound Right	285	233	190	233
Westbound Left	355	< 25	28	< 25
Westbound Right	215	< 25	< 25	< 25
Northbound Left	300	135	358	238
Northbound Right	225	< 25	< 25	< 25
Southbound Left	145	< 25	< 25	< 25
Southbound Right ¹	0	75	308	238
Randall Road / Longmeadow Parkway *				
Eastbound Left	215	57	105	135
Eastbound Right	265	< 25	55	75
Westbound Left	300	140	90	127
Westbound Right	330	135	193	188
Northbound Left ²	240	< 25	30	40
Northbound Right	375	< 25	55	25
Southbound Left ²	235	25	83	80
Southbound Right	250	< 25	40	28
Randall Road / Broadsmore Drive △				
Southbound Left	195	< 25	28	25
Randall Road / Huntley Road *				
Eastbound Left	275	< 25	35	43
Eastbound Right	240	948	370	415
Westbound Left ²	235	75	133	155
Westbound Right	250	153	403	283
Northbound Left	180	70	450	233
Northbound Right	180	30	55	50
Southbound Left	195	78	228	145
Southbound Right	200	< 25	< 25	< 25
Huntley Road / Deerpath Lane △				
Northbound Left	250	< 25	< 25	< 25

* - Signalized Intersection
¹Shared through/right-turn lane

△ - Minor-Leg Stop-Controlled Intersection
²Dual turn lanes

3. DEVELOPMENT CHARACTERISTICS – PHASE A

This section of the report outlines the proposed site plan, summarizes site-specific traffic characteristics, and develops future traffic projections for Phase A of the analysis.

Development Characteristics

Phase A of the proposed development would provide 1,701,400 square feet of industrial space in five buildings. During Phase A, access to the site would be provided via four newly constructed driveways, Access A-D. Access A is proposed to be constructed along Longmeadow Parkway approximately 650 feet west of the intersection of Randall Road and Longmeadow Parkway. Access B is proposed as the fourth leg of the existing minor-leg stop-controlled intersection of Randall Road and Broadmore Drive. Access C is proposed as the fourth leg of the existing minor-leg stop-controlled intersection of Randall Road and Grandview Drive. Access D is proposed as the fourth leg of the existing minor-leg stop-controlled intersection of Huntley Road and Deerpath Lane. Access A and Access C are proposed to be right-in, right-out only and Access B and Access D are proposed to be full-movement driveways. Stop-control is proposed for each access in Phase A. A site plan is provided in the appendix.

Trip Generation

In order to calculate trips generated by the proposed uses, data was referenced from the Institute of Transportation Engineers (ITE) manual titled Trip Generation, Tenth Edition. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the proposed use are shown in **Table 3.1**. Copies of the ITE data are provided in the appendix.

Table 3.1 ITE Trip Generation Data – Phase A

ITE Land Use	Unit	Type	Weekday			Saturday ³
			Daily	AM Peak Hour	PM Peak Hour	Midday Peak Hour
Warehousing (LUC 150) ¹	Per 1,000 SF	Passenger Vehicles	T = 1.14*X 50% in/50% out	T = 0.15*X 77% in/23% out	T = 0.16*X 27% in/73% out	T = 0.04*X 64% in/36% out
		Heavy Vehicles	T = 0.60*X 50% in/50% out	T = 0.02*X 52% in/48% out	T = 0.03*X 52% in/48% out	T = 0.01*X 52% in/48% out
High-Cube Warehouse (LUC 154) ²	Per 1,000 SF	Passenger Vehicles	T = 1.18*X 50% in/50% out	T = 0.06*X 77% in/23% out	T = 0.09*X 28% in/72% out	T = 0.11*X 50% in/50% out
		Heavy Vehicles	T = 0.22*X 50% in/50% out	T = 0.02*X 49% in/51% out	T = 0.01*X 47% in/51% out	T = 0.01*X 47% in/53% out

X = SF of development

- Data provided in the ITE manual for LUC 150 *Warehousing Vehicle Trip Generation Analysis*, was assumed for total trips (heavy vehicle and passenger vehicles). In the ITE manual, Tables 5-7 of the *Warehousing Vehicle Trip Generation Analysis* outline the daily and peak hour trip generation rates for total trips. The recently published ITE *Trip Generation, Tenth Edition Supplement* provides guidance to estimate the number of heavy vehicle trips generated, which was considered to identify the split between heavy vehicles and passenger vehicles. A copy of the manual and supplemental data is provided in the appendix. The in/out distribution percentages were obtained from the *Trip Generation, Tenth Edition* manuals.
- Data provided in the ITE manual for LUC 154 *High Cube Warehouse Vehicle Trip Generation Analysis*, was assumed for total trips (heavy vehicle and passenger vehicles). In the ITE manual, Tables 5-7 of the *High Cube Warehouse Vehicle Trip Generation Analysis* outline the daily and peak hour trip generation rates for total trips. The recently published ITE *Trip Generation, Tenth Edition Supplement* provides guidance to estimate the number of heavy vehicle trips generated, which was considered to identify the split between heavy vehicles and passenger vehicles. A copy of the manual and supplemental data is provided in the appendix. The in/out distribution percentages were obtained from the *Trip Generation, Tenth Edition* manuals.
- Saturday midday peak hour trip data is not available for heavy vehicles in the ITE manual for LUC 150 or LUC 154. The heavy vehicle trip rates were estimated proportionally to the lower of the weekday AM and PM peak hour heavy vehicle trip rates for LUC 150 and LUC 154. The weekday PM in/out distributions were used for the Saturday midday peak hour heavy vehicle in/out distribution.

The site-generated trips generated during the peak hours were rounded to the nearest multiple of five for the purposes of this analysis, and daily trips were rounded to the nearest multiple of ten. Projected site traffic volumes are summarized in **Table 3.2** with a comparison to existing site traffic.

Table 3.2 Site-Generated Traffic Projections – Phase A¹

Land Use	Size	Type	Daily	Weekday						Saturday		
				AM Peak Hour			PM Peak Hour			Midday Peak Hour		
				In	Out	Total	In	Out	Total	In	Out	Total
Warehousing (LUC 150)	1,259,300 SF	Passenger Vehicles	1,440	145	45	190	55	145	200	35	20	55
		Heavy Vehicles	760	15	10	25	20	20	40	5	0	5
High-Cube Warehouse (LUC 154)	442,100 SF	Passenger Vehicles	520	20	5	25	10	30	40	25	25	50
		Heavy Vehicles	100	5	5	10	0	5	5	0	5	5
Total New Trips			2,820	185	65	250	85	200	285	65	50	115

¹In/Out volumes are rounded to the nearest multiple of five.

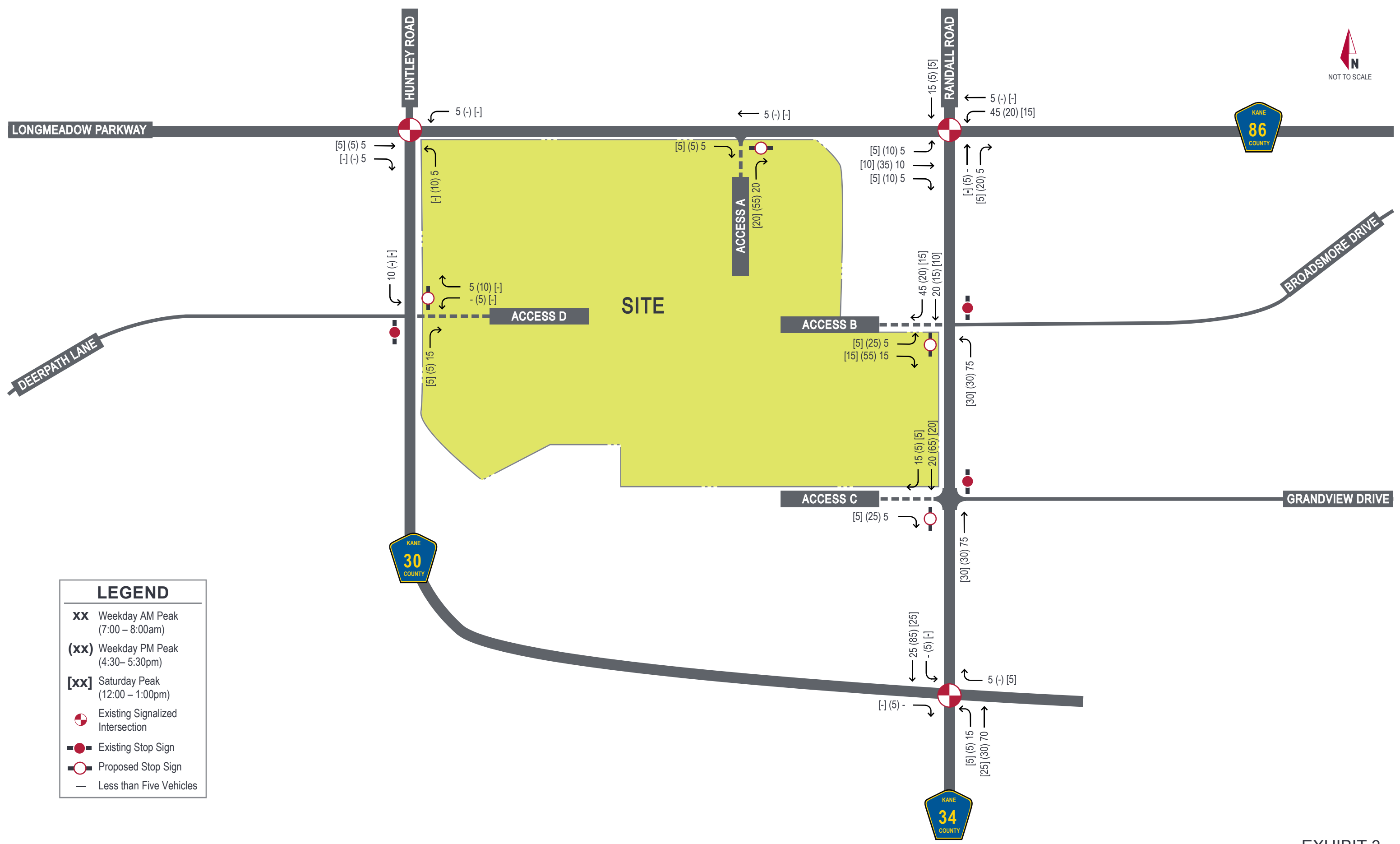
Directional Distribution

The estimated distribution of site-generated traffic on the surrounding roadway network as it approaches and departs the site is a function of several variables, such as the nature of surrounding land uses, prevailing traffic volumes/patterns, characteristics of the street system, and the ease with which motorists can travel over various sections of that system. The anticipated directional distributions for passenger vehicles and heavy vehicles are outlined in **Table 3.3**. Distributions were separated for trips traveling to the site and from the site on each Randall Road, Longmeadow Parkway, and Huntley Road. Traffic travels to and from the site northbound and southbound via Randall Road and to and from the east and west via Longmeadow Parkway and Huntley Road.

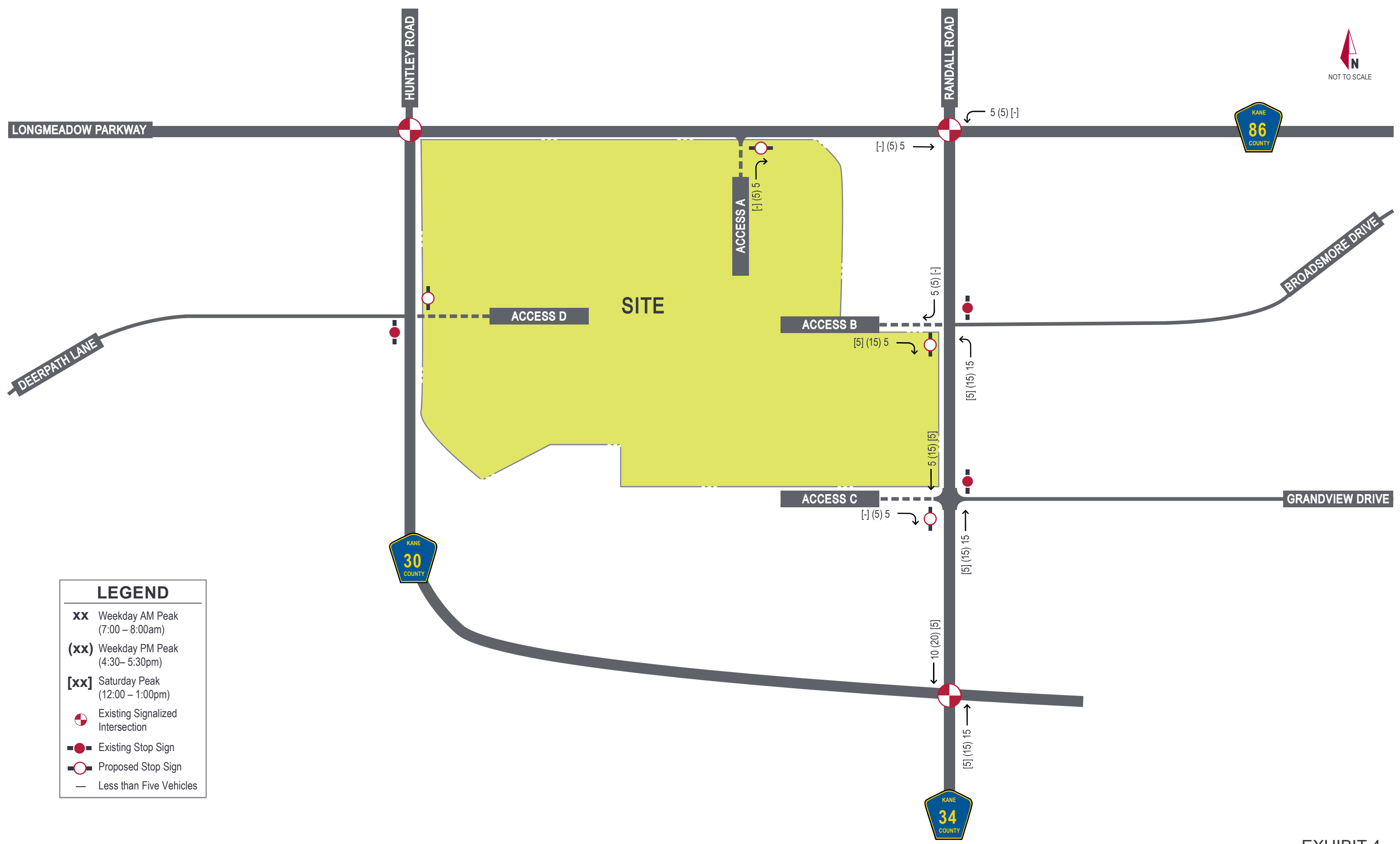
Table 3.3 Estimated Trip Distribution – Phase A

Traveling to/from	Estimated Trip Distribution	
	Passenger Vehicles	Heavy Vehicles
North on Randall Road	10%	5%
South on Randall Road	50%	80%
East on Longmeadow Parkway	30%	15%
West on Huntley Road	5%	--
Southeast on Huntley Road	5%	--
Total	100%	100%

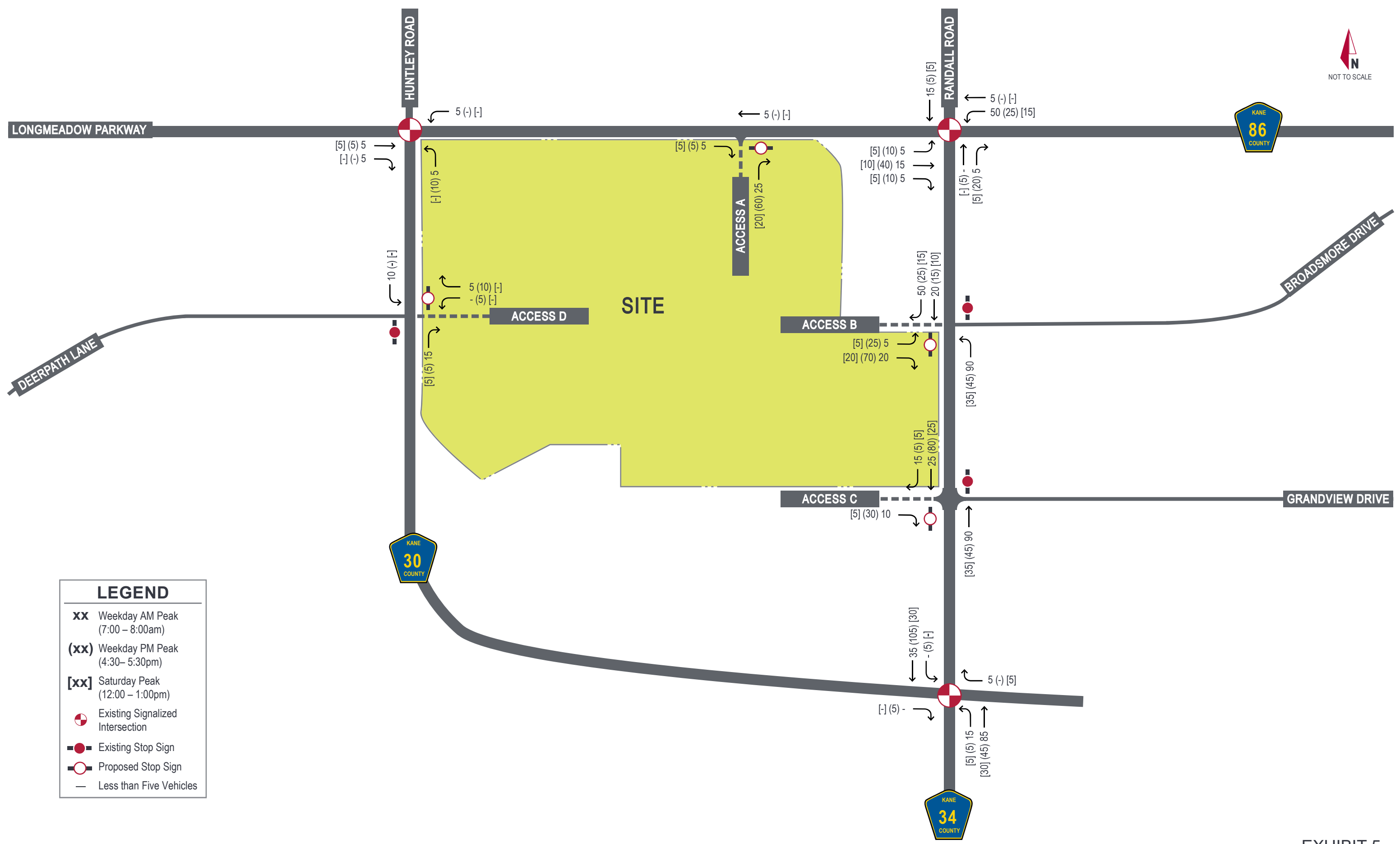
Using the traffic volume projections and estimated trip distributions presented in **Table 3.2** and **Table 3.3**, respectively, the site traffic assignment for passenger vehicles and heavy vehicles were prepared, as shown in **Exhibit 3** and **Exhibit 4**, respectively. The total site traffic assignment is shown in **Exhibit 5**.



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30 – 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30 – 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30 – 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles

4. FUTURE CONDITIONS – PHASE A

The proposed development for Phase A is expected to be constructed by Year 2032; Kimley-Horn therefore evaluated future traffic conditions for a Year 2032 design horizon. Future background traffic growth was assumed, and site-generated trips were then added in order to analyze the development’s impact on the study intersections.

Future (2032) Background Traffic Projections

Background traffic volumes were estimated using data from the Chicago Metropolitan Agency for Planning (CMAP). Based on information received from CMAP, discussions were had with Kane County staff. From those discussion, direction was provided to develop network growth projections based on the annual growth rates shown in **Table 4.1**. An official letter from CMAP documenting the Year 2050 traffic volumes on the study roadways is included in the appendix.

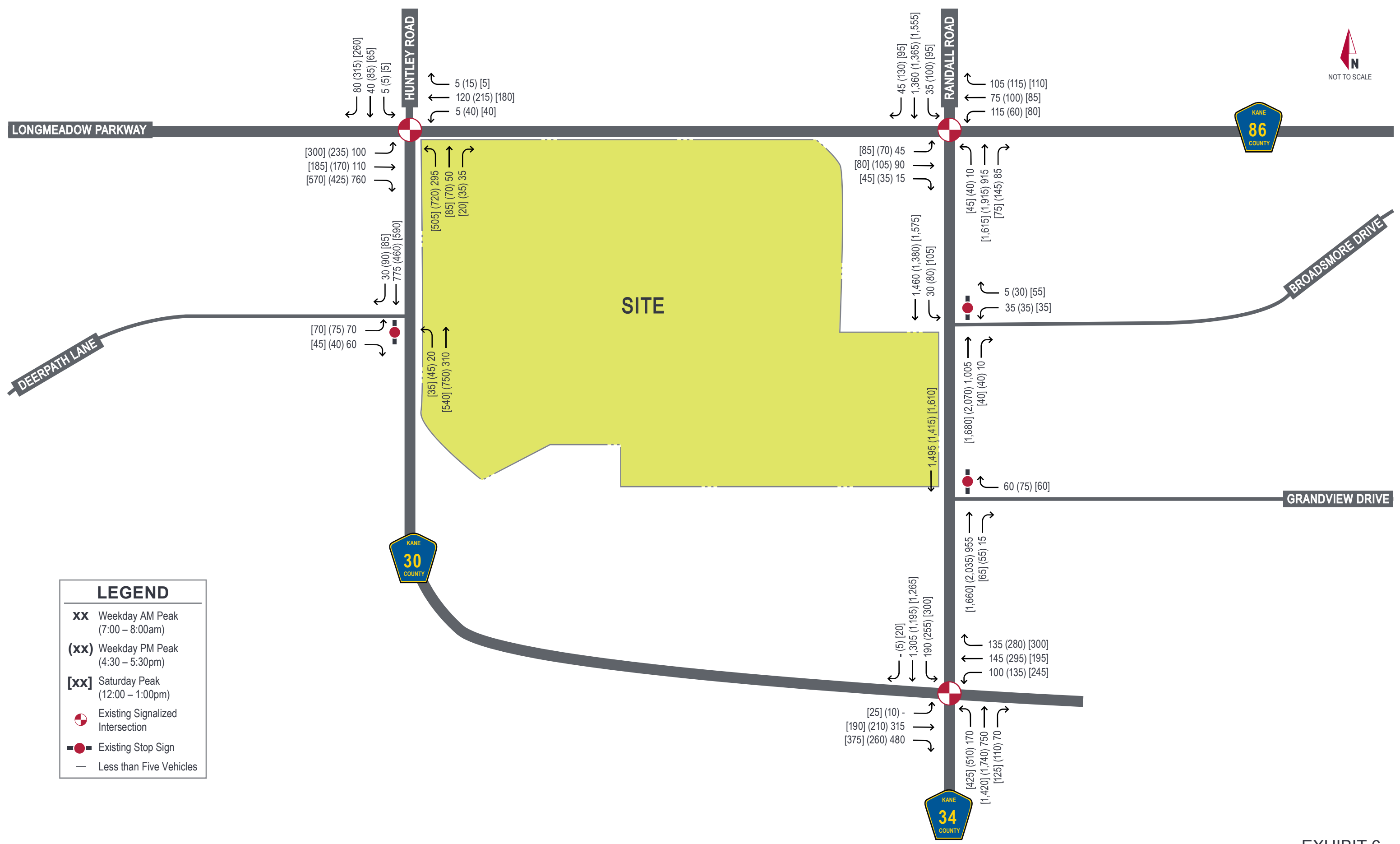
Table 4.1 CMAP Projected Growth Rate

Roadway Segment	Projected Growth Rate
Huntley Road west of Longmeadow	2.5%
Longmeadow Parkway between Huntley Road and Randall Road	2.5%
Randall Road	1.4%
Longmeadow Parkway east of Randall Road	2.5%
Boyer Road north of Longmeadow Road	2.5%
Huntley Road south of Longmeadow Parkway	2.5%
Deerpath Lane west of Huntley Road	0%
Grandview Drive east of Randall Road	0%
Broadsmore Drive east of Randall Road ¹	0%

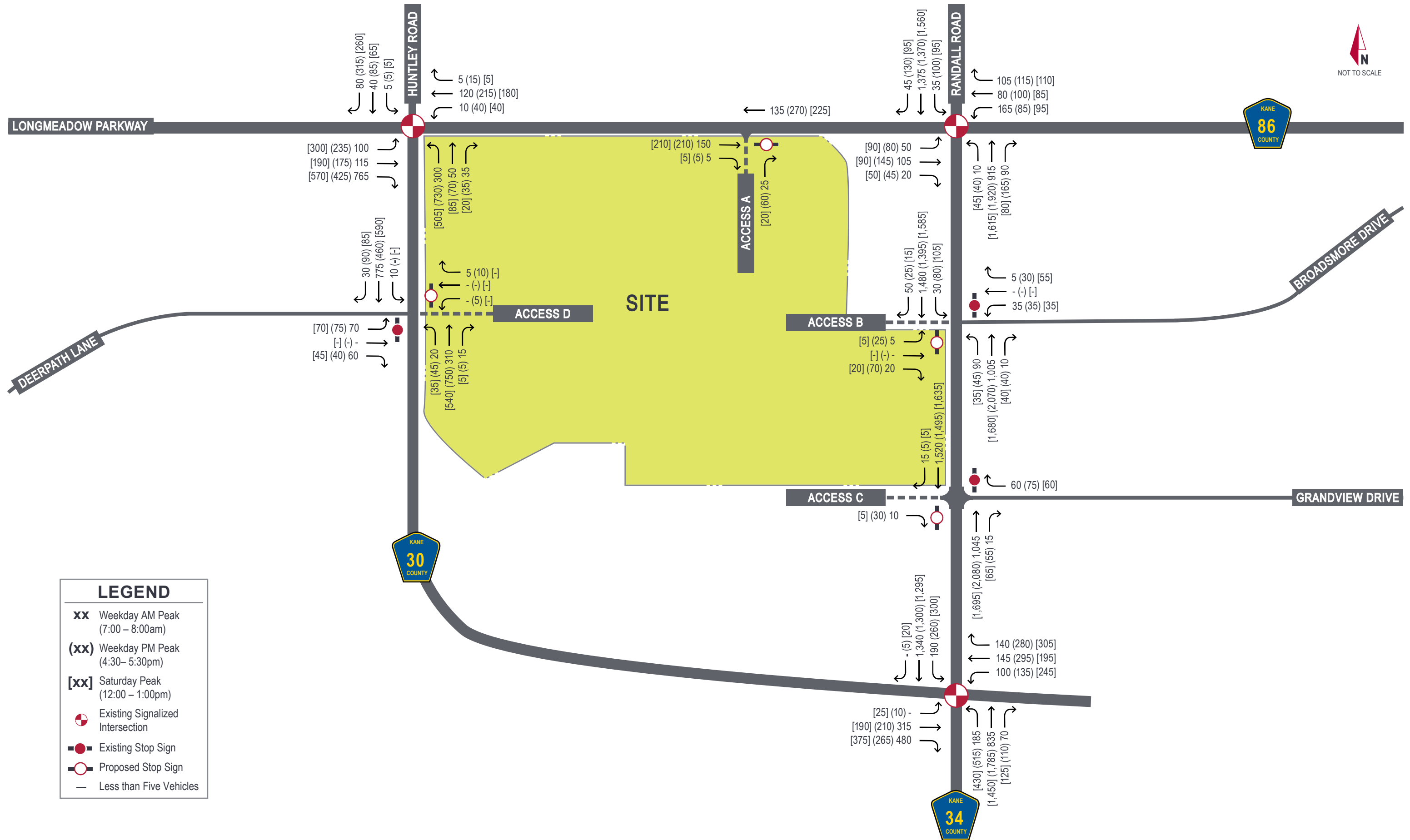
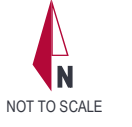
The future background traffic volumes for 2032 No-Build conditions are presented in **Exhibit 6**.

Future (2032) Build Traffic Projections – Phase A

Total traffic for 2032 Build conditions were calculated by adding the site-generated trips (**Exhibit 5**) to future 2032 No-Build traffic projections (**Exhibit 6**). Traffic projections for the 2032 Build future scenario are illustrated in **Exhibit 7**.



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30 – 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
—	Less than Five Vehicles



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30– 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles

Future Geometry

Future Kane County CRIP Roadway Improvements

The Kane County Department of Transportation's Comprehensive Road Improvement Plan (CRIP) was adopted in 2017 and is planned to be completed before 2032. Therefore, and based on direction from County staff, the following roadway improvements were included in this analysis for all future scenarios:

- Huntley Road expansion to a 4-lane section in the study network
 - Intersection improvements along Huntley Road at Longmeadow Parkway were assumed to include an additional left-turn lane on the south leg to provide dual northbound left-turn lanes, a dedicated southbound right-turn lane, and signal timing improvements
 - Intersection improvements along Huntley Road at Randall Road were assumed to include an additional right-turn lane on the west leg to provide dual eastbound right-turn lanes and signal timing improvements
- Longmeadow Parkway expansion to a 4-lane cross-section in the study network
 - Intersection improvements along Longmeadow Parkway at Huntley Road were assumed to include channelizing the eastbound right-turn lane to provide a free-flow turn to Huntley Road and signal timing improvements
 - Intersection improvements along Longmeadow Parkway at Randall Road were assumed to include signal timing improvements only
- Randall Road expansion to a 6-lane cross-section in the study network
 - Intersection improvements along Randall Road at Longmeadow Parkway were assumed to include signal timing improvements only
 - Intersection improvements along Randall Road at Huntley Road were assumed to include an additional left-turn lane on the north and south legs to provide dual northbound and southbound left-turn lanes and signal timing improvements

Excerpts from the Kane County CRIP with project details are provided in the appendix.

Turn Lane Analysis

A review of turn lane warrants was completed based on criteria outlined in the IDOT guidelines provided in the IDOT *Bureau of Design and Environment (BDE) Manual* and the *Kane County Division of Transportation Permit Regulations and Access Control Regulations*.

Left and right-turn lanes were evaluated at the intersections of Longmeadow Parkway / Access A, Randall Road / Broadsmore Drive / Access B, Randall Road / Grandview Drive / Access C, and Huntley Road / Deerpath Lane / Access D utilizing the *Kane County Division of Transportation Permit Regulations and Access Control Regulations*. According to the Access Control Regulations, left and right-turn deceleration lanes will be required for all access points to a County freeway and all Major Access to any County highway. A Major Access is defined as the following: *An access for subdivision, public street, commercial development, multi-family development, recreational development, or any other development that is expected to generate 150 or more traffic movements per day*. Based on

this definition of a Major Access, it was determined that Accesses A-D are each considered a Major Access and turn lanes are warranted at the study intersections.

Access A (along Longmeadow Parkway) and Access C (along Randall Road) are both proposed to be right-in, right-out only driveways with one channelized inbound and one outbound lane. A right-turn lane is warranted for the west leg of Longmeadow Parkway at Access A and for the north leg of Randall Road at Access C. Access B (along Randall Road) and Access D (along Huntley Road) are both proposed as full-access driveways and will each provide one left-turn lane, one through lane, and one right-turn lane for outbound traffic and a single inbound lane. At Access B, a left and right-turn lane is warranted for the south and north legs of Randall Road, respectively. At Access D, a left and right-turn lane is warranted for the north and south legs of Huntley Road, respectively.

Signal Warrant Analysis

A review of signal warrant analyses was completed based on the *IDOT Signal Warrant Analysis Worksheet*. Signal warrant analyses were performed according to criteria set by the Manual on Uniform Traffic Control Devices (MUTCD) for Warrant 1 (Eight-Hour Warrant), Condition A (Minimum Vehicular Volume) and Condition B (Interruption of Continuous Traffic). Warrant 1 can be satisfied by meeting any one of three conditions: Condition A (Minimum Vehicular Volume), Condition B (Interruption of Continuous Traffic), or a combined Condition A & B that has reduced volume thresholds that must be met for both conditions in order to warrant a signal.

13-hour turning-movement count data was collected on Thursday, April 15, 2021 at the intersection of Huntley Road / Deerpath Lane / Access D. In order to estimate the traffic volumes for future (2032) conditions, a background growth rate was applied to the existing traffic along Huntley Road as described in *Future (2032) Background Traffic Volumes*. Minor-street right-turning volumes were also reduced at the study intersections in accordance with Pagone’s Theorem, per IDOT requirements. These volumes were analyzed and compared to the MUTCD criteria for Warrant 1 which is summarized in **Table 4.2**.

Table 4.2 MUTCD Traffic Signal Warrant 1 (Eight-Hour Volume) Criteria

Intersection / Scenario	Traffic Volume	
	Major Street	Higher-Volume Minor-Leg Approach
MUTCD Criteria for Two-Lane Major Street with Two-Lane Minor Street (50 MPH)		
Warrant 1A	420	140
Warrant 1B	630	70
Combination ¹		
Warrant 1A	336	112
Warrant 1B	504	56

¹May be used for combination of Conditions A and B when the major-street speed exceeds 40 mph

Table 4.3 reports the signal warrant analyses conducted for 2032 Build traffic conditions at the study intersection of Huntley Road and Deerpath Lane / Access D for 12 hours (6:00AM – 6:00PM). As shown, the projected traffic volumes do not satisfy warrant criteria for Warrant 1 for more than eight hours at the study intersection.

Table 4.3 Signal Warrant 1 Analysis Summary – Phase A

Time	Traffic Volume		Warrant Satisfied?		
	Major Street	Higher-Volume Minor-Leg Approach	Warrant 1A	Warrant 1B	Combination Warrant 1A & 1B
Huntley Road / Deerpath Lane / Access D					
6:00 AM	837	53	No	No	No
7:00 AM	1146	93	No	Yes	No
8:00 AM	979	66	No	No	No
9:00 AM	719	48	No	No	No
10:00 AM	722	46	No	No	No
11:00 AM	752	57	No	No	No
12:00 PM	867	43	No	No	No
1:00 PM	856	60	No	No	No
2:00 PM	991	68	No	No	No
3:00 PM	1364	84	No	Yes	No
4:00 PM	1429	88	No	Yes	No
5:00 PM	1440	88	No	Yes	No
Total Number of Hours Warrant is Met			0	4	0
Meets Warrant Criteria?			No	No	No

Warrant 1 is typically evaluated with at least eight hours of traffic count data for an intersection. Because only peak hour projections can be formulated for the proposed NorthPoint development, typical IDOT practice allows a signal warrant to instead be evaluated by reducing evening peak hour volumes to 55 percent of their projected total to represent the minimum volume during a given eight-hour period. These reduced volumes were compared to MUTCD criteria for signal warrant analyses for the intersection of Randall Road and Broadmore Drive / Access B under 2032 Build traffic conditions.

Table 4.4 reports the signal warrant analyses conducted for 2032 Build traffic conditions at the study intersection of Randall Road and Broadmore Drive / Access B. Based on discussions with Kane County staff, the signal warrant along Randall Road uses non-SRA standard thresholds due to the programmed expansion of Randall Road to a six-lane cross-section.

Table 4.4 Summary of Reduced Signal Warrant 1 Analyses – Phase A

Intersection / Scenario	Major Street	Higher-Volume Minor-Leg Approach	Meets Warrant?
MUTCD Criteria for Three-Lane Major Street with One-Lane Minor Street (50 MPH)			
Warrant 1A	420	105	--
Warrant 1B	630	53	--
Combination ¹			--
Warrant 1A	336	84	--
Warrant 1B	504	42	--
Randall Road / Broadsmore Drive / Access B	2010	31	No

¹To satisfy warrant criteria for the combined Conditions A & B, the minimum volume thresholds for both conditions must be met.

As shown in **Table 4.4**, a signal is not warranted for the study intersection based on the 2032 Build traffic conditions. For the 2032 future year capacity analyses, minor-leg stop-control is recommended for all outbound traffic at each site driveway (Access A-D).

Future (2032) No-Build Capacity Analysis

Based on the volume projections in **Exhibit 6** and the future roadway geometry programmed by Kane County, capacity results were identified for the study intersections under the 2032 No-Build traffic conditions. The results of the capacity analysis are summarized in **Table 4.5**.

Table 4.5 Future (2032) No-Build Level of Service

Intersection	Weekday AM Peak		Weekday PM Peak		Saturday Midday Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Longmeadow Parkway / Huntley Road *						
Eastbound	15	B	26	C	21	C
Westbound	18	B	37	D	30	C
Northbound	18	B ¹	28	C	26	C
Southbound	20-	B ³	26	C ³	21	C ³
Intersection	18	B	29	C	24	C
Randall Road / Longmeadow Parkway *						
Eastbound	59	E	65	E	66	E
Westbound	53	D ⁴	67	E	68	E
Northbound	9	A ⁵	14	B ³	13	B ³
Southbound	10+	B ⁵	14	B ⁵	14	B ³
Intersection	17	B	20-	B	20+	C
Randall Road / Broadsmore Drive Δ						
Westbound	45	E	120+	F	120+	F
Southbound Left	16	C	120+	F	71	F
Randall Road / Grandview Drive Δ						
Westbound	15-	B	38	E	24	C
Randall Road / Huntley Road *						
Eastbound	50	D ³	65	E ³	42	D ³
Westbound	48	D ⁵	74	E ³	48	D ⁵
Northbound	26	C ⁵	32	C ⁵	29	C ⁵
Southbound	26	C ⁵	35+	D ³	31	C ⁵
Intersection	34	C	42	D	34	C
Huntley Road / Deerpath Lane Δ						
Eastbound	21	C	21	C	21	C
Northbound Left	10-	A	9	A	9	A

* - Signalized Intersection

Δ - Minor-Leg Stop-Controlled Intersection

¹Left-turn operates at LOS C

²Left-turn operates at LOS D

³Left-turn operates at LOS F

⁴Right-turn operates at LOS E

⁵Left-turn operates at LOS E

Under the 2032 No-Build traffic conditions, all approaches remain acceptable in each peak hour for the signalized intersection of Longmeadow Parkway and Huntley Road except for the southbound left-turn movement which is projected to operate at LOS F for each peak hour.

At the intersection of Randall Road and Longmeadow Parkway, all approaches and movements remain at the same LOS as in the existing 2021 conditions except for the southbound approach in the AM peak hour which increases from LOS A to LOS B under the 2032 No-Build traffic conditions. The north-south through movements remain at or above LOS C in each peak hour, consistent with IDOT standards for SRAs.

At the intersection of Randall Road and Huntley Road, the eastbound approach remains at LOS E in the PM peak hour and improves from LOS F in the AM peak hour and LOS E in the Saturday peak

hour to LOS D. All other approaches remain acceptable overall, with left-turning movements at LOS E or LOS F.

For the minor-leg stop-controlled intersections of Randall Road / Grandview Drive and Huntley Road / Deerpath Lane, all approaches remain at the same acceptable LOS in each peak hour except for the westbound approach at Grandview Drive which increases from LOS C to LOS E in the PM peak hour under the 2032 No-Build traffic conditions.

For the minor-leg stop-controlled intersection of Randall Road and Broadsmore Drive, the westbound approach remains at LOS F in the PM and Saturday peak hours, and improves from LOS F to LOS E in the AM peak hour due to the increased capacity of Randall Road after the CRIP roadway expansions. The southbound left-turn movement LOS increases from LOS B to LOS C in the AM peak hour and from LOS C to LOS F in both the PM and Saturday peak hours. Low levels-of-service are not uncommon for sidestreet approaches, as vehicles may experience significant delays in turning onto a major roadway.

The 2032 No-Build 95th percentile estimated queue lengths and available storage capacity are displayed in **Table 4.6**. The bold values represent queues that are not accommodated by the storage capacity.

Table 4.6 Future (2032) No-Build 95th Percentile Estimated Queue Summary

Intersection	Available Storage (feet)	Queue Length (feet)		
		Weekday AM Peak	Weekday PM Peak	Saturday Midday Peak
Longmeadow Parkway / Huntley Road *				
Eastbound Left	350	33	170	170
Eastbound Right ¹	285	0	0	0
Westbound Left	355	< 25	33	25
Westbound Right	215	< 25	< 25	< 25
Northbound Left ^{1,2}	485	63	273	175
Northbound Right	225	< 25	< 25	< 25
Southbound Left	145	< 25	< 25	< 25
Southbound Right ¹	415	28	215	135
Randall Road / Longmeadow Parkway *				
Eastbound Left	215	65	123	148
Eastbound Right	265	< 25	63	83
Westbound Left	300	163	105	143
Westbound Right	330	160	210	208
Northbound Left ²	240	< 25	40	45
Northbound Right	375	25	70	33
Southbound Left ²	235	28	98	95
Southbound Right	250	< 25	55	38
Randall Road / Broadsmore Drive △				
Southbound Left	195	< 25	123	100
Randall Road / Huntley Road *				
Eastbound Left	275	< 25	35	50
Eastbound Right	350	318	215	208
Westbound Left ²	235	88	155	195
Westbound Right	250	168	478	315
Northbound Left ^{1,2}	580	143	458	275
Northbound Right	180	48	73	73
Southbound Left ^{1,2}	355	160	260	205
Southbound Right	200	< 25	< 25	< 25
Huntley Road / Deerpath Lane △				
Northbound Left	250	< 25	< 25	< 25

* - Signalized Intersection
¹Assumed CRIP Improvement

△ - Minor-Leg Stop-Controlled Intersection
²Dual turn lanes

Future (2032) Build Capacity Analysis – Phase A

Capacity results for the 2032 Build conditions are provided in **Table 4.7** for Phase A of the NorthPoint development. Consistent with the existing conditions analysis, the results are based on Synchro’s HCM 6th Edition reports. Copies of the capacity analysis reports are provided in the appendix.

Table 4.7 Future (2032) Build Level of Service

Intersection	Weekday AM Peak		Weekday PM Peak		Saturday Midday Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Longmeadow Parkway / Huntley Road *						
Eastbound	15	B	26	C	21	C
Westbound	18	B	37	D	30	C
Northbound	18	B ¹	29	C	26	C
Southbound	20-	B ²	26	C ²	21	C ²
Intersection	18	B	29	C	24	C
Longmeadow Parkway / Access A △						
Northbound	9	A	9	A	9	A
Randall Road / Longmeadow Parkway *						
Eastbound	59	E	68	E	67	E
Westbound	50	D	67	E	68	E
Northbound	10+	B ³	14	B ²	14	B ²
Southbound	12	B ³	14	B ³	14	B ²
Intersection	19	B	21	C	21	C
Randall Road & Broadmore Drive/Access B △						
Eastbound	57	F	120+	F	120+	F
Westbound	120+	F	120+	F	120+	F
Northbound Left	51	F	35+	E	34	D
Southbound Left	16	C	120+	F	71	F
Randall Road & Grandview Drive/Access C △						
Eastbound	23	C	21	C	19	C
Westbound	16	C	40	E	25-	C
Randall Road / Huntley Road *						
Eastbound	49	D ²	64	E ²	42	D ²
Westbound	48	D ³	73	E ²	48	D ³
Northbound	26	C ³	32	C ³	29	C ³
Southbound	27	C ³	36	D ²	31	C ³
Intersection	34	C	42	D	34	C
Huntley Road & Deerpath Lane/Access D △						
Eastbound	27	D	27	D	25+	D
Westbound	13	B	19	C	22	C
Northbound Left	10-	A	9	A	9	A
Southbound Left	8	A	9	A	9	A

* - Signalized Intersection

△ - Minor-Leg Stop-Controlled Intersection

¹Left-turn operates at LOS C

²Left-turn operates at LOS F

³Left-turn operates at LOS E

Under 2032 Build traffic conditions, the signalized study intersections of Huntley Road / Longmeadow Parkway and Randall Road / Huntley Road are anticipated to operate at the same LOS for all approaches in each of the AM, PM, and Saturday peak hours as the 2032 No-Build traffic conditions. At Randall Road and Huntley Road, the delay for the eastbound and westbound approaches decreases by 1 second from the 2032 No-Build conditions in the AM and PM peak hours due to the right-turn overlaps getting more green time driven by the increased northbound left-turning volume

from the NorthPoint development trips. All north-south through movements along Randall Road are projected to remain at or above LOS C, consistent with IDOT standards for SRAs.

For the study intersection of Randall Road and Longmeadow Parkway, all approaches are anticipated to remain at the same LOS as the 2032 No-Build conditions except for the northbound approach which increases from LOS A to LOS B in the AM peak hour of the 2032 Build traffic conditions. The overall delay at the westbound approach in the AM peak hour decreases in the 2032 Build conditions due to the westbound through volume increasing with the NorthPoint development project trips and using more green time. All north-south through movements along Randall Road are projected to operate at or above LOS C, consistent with IDOT standards for SRAs.

For the proposed minor-leg stop-controlled intersection of Longmeadow Parkway and Access A, all approaches are anticipated to operate at LOS A for each of the peak hours under the 2032 Build traffic conditions.

For the minor-leg stop-controlled intersection of Randall Road and Broadsmore Drive / Access B, all existing approaches are anticipated to operate at the same LOS as the 2032 No-Build conditions except for the westbound approach in the AM peak hour which is anticipated to increase from LOS E to LOS F. The proposed eastbound approach is anticipated to operate at LOS F in each of the peak hours, and the northbound left-turn is projected to operate at LOS F in the AM peak hour and at LOS D in the PM and Saturday peak hours. Low levels-of-service are not uncommon for sidestreet approaches, as vehicles may experience significant delays in turning onto a major roadway. This study intersection does not meet signal warrants under the 2032 Build traffic conditions as discussed in Section 4, however, the signal warrants will be reviewed again in the following section under the 2042 Build traffic conditions.

For the minor-leg stop-controlled intersection of Randall Road and Grandview Drive / Access C, all approaches on the existing east leg are anticipated to remain at the 2032 No-Build LOS except for the westbound approach in the AM peak hour which is projected to increase from LOS B to LOS C by approximately 1 second of delay. The proposed west leg is anticipated to operate acceptably in each peak hour.

For the minor-leg stop-controlled intersection of Huntley Road and Deerpath Lane / Access D, the eastbound approach is anticipated to increase from LOS C in the 2032 No-Build conditions to LOS D under the 2032 Build conditions and the northbound left-turn is projected to remain at LOS A for each of the peak hours. The proposed approaches are all anticipated to operate acceptably in each of the peak hours.

The 2032 Build 95th percentile estimated queue lengths and available storage capacity are displayed in **Table 4.8**. The bold values represent queues that are not accommodated by the storage capacity.

Table 4.8 Future (2032) Build 95th Percentile Estimated Queue Summary

Intersection	Available Storage (feet)	Queue Length (feet)		
		Weekday AM Peak	Weekday PM Peak	Saturday Midday Peak
Longmeadow Parkway / Huntley Road *				
Eastbound Left	350	33	173	170
Eastbound Right ¹	285	0	0	0
Westbound Left	355	< 25	33	25
Westbound Right	215	< 25	< 25	< 25
Northbound Left ^{1,2}	485	63	278	175
Northbound Right	225	< 25	< 25	< 25
Southbound Left	145	< 25	< 25	< 25
Southbound Right ¹	415	28	217	135
Randall Road / Longmeadow Parkway *				
Eastbound Left	215	73	138	158
Eastbound Right	265	30	83	95
Westbound Left	300	223	150	170
Westbound Right	330	153	210	208
Northbound Left ²	240	< 25	40	45
Northbound Right	375	28	78	35
Southbound Left ²	235	28	98	95
Southbound Right	250	< 25	55	38
Randall Road / Broadsmore Drive △				
Northbound Left	240	73	28	< 25
Southbound Left	195	< 25	123	105
Randall Road / Huntley Road *				
Eastbound Left	275	< 25	35	50
Eastbound Right	350	315	217	208
Westbound Left ²	235	88	155	195
Westbound Right	250	173	475	320
Northbound Left ^{1,2}	580	158	460	278
Northbound Right	180	48	75	73
Southbound Left ^{1,2}	355	160	265	205
Southbound Right	200	< 25	< 25	< 25
Huntley Road / Deerpath Lane △				
Northbound Left	250	< 25	< 25	< 25

* - Signalized Intersection
¹Assumed CRIP Improvement

△ - Minor-Leg Stop-Controlled Intersection
²Dual turn lanes

5. DEVELOPMENT CHARACTERISTICS – PHASE B

This section of the report outlines the proposed site plan, summarizes site-specific traffic characteristics, and develops future traffic projections for Phase B of the development.

Development Characteristics

Phase B of the proposed development would provide approximately 150,000 square feet of commercial space. During Phase B, access to the site would continue to be provided via Access A-D. An additional right-in, right-out only driveway was assumed along Randall Road to provide expanded access to the proposed commercial space in Phase B, however, NorthPoint Development is not requesting a permit for this access at this time and therefore it is not analyzed in this study.

Trip Generation

In order to calculate trips generated by the proposed uses, data was referenced from the Institute of Transportation Engineers (ITE) manual titled Trip Generation, Tenth Edition. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the proposed use are shown in **Table 5.1**. Copies of the ITE data are provided in the appendix.

Table 5.1 ITE Trip Generation Data – Phase B

ITE Land Use	Unit	Weekday			Saturday
		Daily	AM Peak Hour	PM Peak Hour	Midday Peak Hour
Shopping Center (LUC 820)	Per 1000 SF	$0.68 \cdot \ln(X) + 5.57$ 50% in/50% out	$0.5X + 151.78$ 62% in/38% out	$0.74 \cdot \ln(X) + 2.89$ 48% in/52% in	$0.79 \cdot \ln(X) + 2.79$ 50% in/50% out

X = SF of development

For the purpose of this study, site generated trips are expected to exhibit multiple routing patterns when traveling to and from the subject site, as described below:

- Pass-by** – Pass-by traffic reflects the travel patterns of motorists who are already traveling on the adjacent study roadways and stop at the site en route to another destination. Data in the ITE Trip Generation Handbook, Third Edition, reveals that roughly 34 percent of vehicles at a Shopping Center are pass-by trips in the weekday evening peak hour and 26 percent of vehicles are pass-by trips during the Saturday midday peak hour. ITE data is not provided for daily pass-by trips; therefore, the Saturday pass-by percentage was applied (26 percent). Zero of the weekday morning trips were assumed to be pass-by traffic.
- Primary Trips** – Vehicles that travel to the subject development and then return directly to their place of origin are called “primary trips.” Primary trips reflect new traffic volumes generated by the proposed development that would approach and depart on the same route. Trips to/from the site that are not pass-by trips are expected to be primary trips.

No existing traffic was removed from the network. **Table 5.2** shows the site generated traffic projections for Phase B of the NorthPoint development.

Table 5.2 Site-Generated Traffic Projections – Phase B¹

Land Use	Size	Daily	Weekday						Saturday		
			AM Peak Hour			PM Peak Hour			Midday Peak Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Shopping Center (LUC 820)	150,000	7,920	140	85	225	350	385	735	425	430	855
<i>Pass-by Trips²</i>		-2,060	-0	-0	-0	-125	-125	-250	-110	-110	-220
Total New Trips		5,860	140	85	225	225	260	485	315	320	635

¹In/Out volumes are rounded to the nearest multiple of five.

²Based upon the ITE Trip Generation Handbook, Third Edition, pass-by trips for the site are assumed to be 0 percent during the weekday morning, 34 percent during the weekday evening, and 26 percent during the Saturday midday. ITE data is not provided for daily pass-by trips; therefore, the Saturday pass-by percentage (26 percent) was applied.

Directional Distribution

The estimated distribution of site-generated traffic on the surrounding roadway network as it approaches and departs the site is a function of several variables, such as the nature of surrounding land uses, prevailing traffic volumes/patterns, characteristics of the street system, and the ease with which motorists can travel over various sections of that system. The anticipated directional distributions estimated for the primary trips and pass-by trips are outlined in **Table 5.3**.

Table 5.3 Estimated Trip Distribution – Phase B

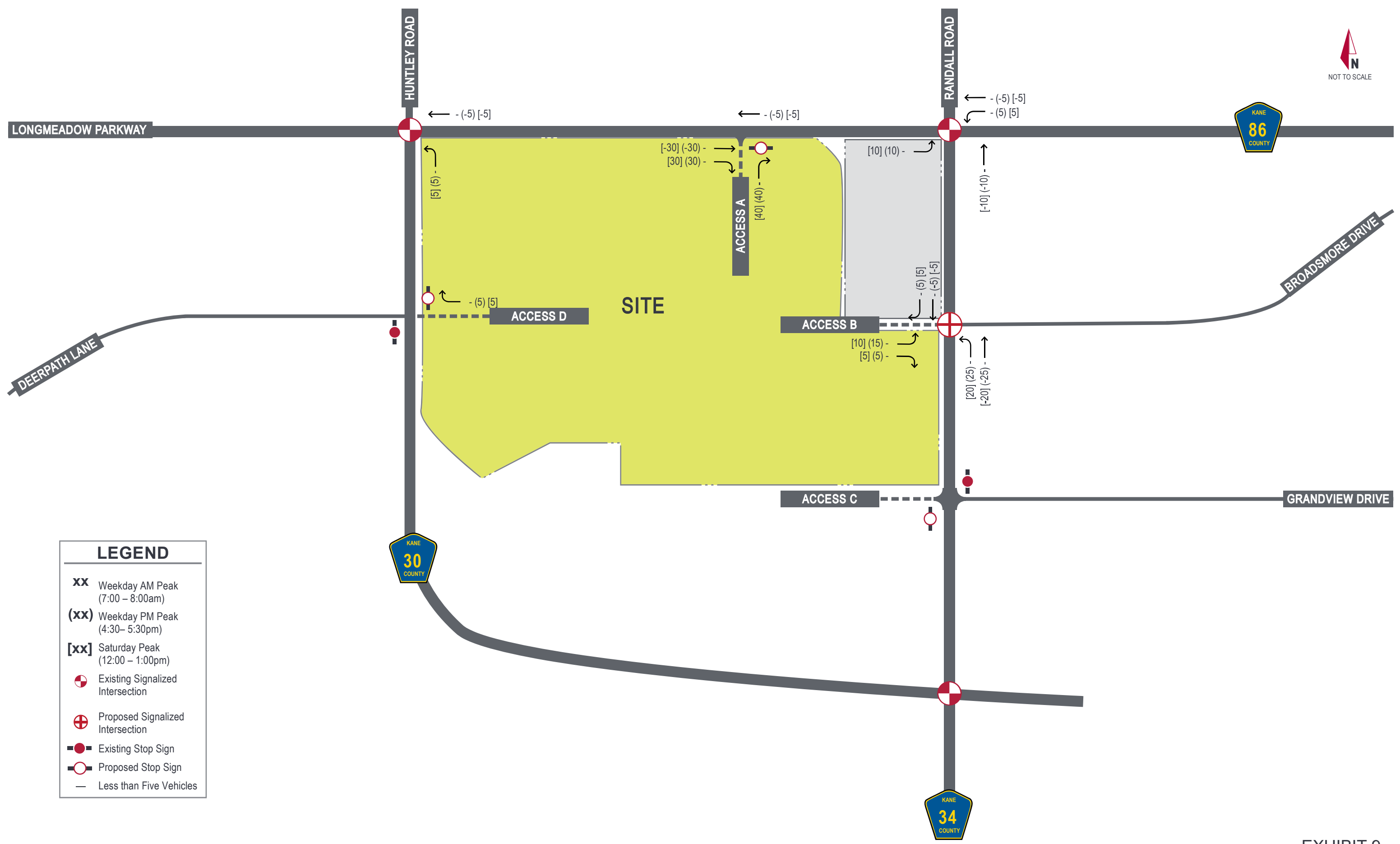
Traveling to/from	Estimated Trip Distribution	
	Primary Trips	Pass-By Trips
North on Randall Road	15%	50%
South on Randall Road	20%	20%
East on Longmeadow Parkway	25%	5%
West on Huntley Road	20%	25%
Southeast on Huntley Road	10%	--
East on Broadsmore Drive	5%	--
West on Deerpath Lane	5%	--
Total	100%	100%

¹Pass-by trips are categorized by the trip's origin.

Based on these assumptions, the site trip assignment for primary and pass-by Phase B trips are illustrated on **Exhibit 8** and **Exhibit 9**, respectively. The total site-generated Phase B trips are depicted in **Exhibit 10**.



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30– 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Proposed Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30– 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Proposed Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30– 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Proposed Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles

6. FUTURE CONDITIONS – PHASE B

The proposed development for Phase B is expected to be constructed by Year 2042; Kimley-Horn therefore evaluated future traffic conditions for a Year 2042 design horizon. Future background traffic growth was assumed, and site-generated trips were then added in order to analyze the development's impact on the study intersections.

Future (2042) Background Traffic Projections

Based on information received from CMAP and conversations with Kane County staff, traffic growth on adjacent roadways was projected for future year 2042. See Section 4 for more detailed information about the growth rates.

The future (2042) No-Build traffic volumes include the NorthPoint development Phase A project trips in addition to the background traffic in the study network. The 2042 No-Build traffic projections are presented in **Exhibit 11**.

Future (2042) Build Traffic Projections – Phase B

Total traffic volumes for 2042 Build conditions were calculated by adding the site-generated trips (**Exhibit 10**) to future no-build traffic projections (**Exhibit 11**). Traffic projections for the 2042 Build scenario are illustrated in **Exhibit 12**. For the analysis of future traffic conditions, the CRIP planned roadway improvements were included.

Future Geometry

The 2042 future conditions assume the same roadway improvements as the 2032 conditions based on the Kane County CRIP, discussed in Section 4.

Turn Lane Analysis

Based on the definition of a Major Access discussed previously, it was determined that Accesses A-D are considered Major Accesses to the NorthPoint development and left- and/or right-turn lanes are warranted at each site driveway. The 2042 Build traffic conditions include the same inbound and outbound lanes at all accesses as the 2032 Build scenario. An additional right-in, right-out only driveway was assumed for the purposes of this study along Randall Road to provide expanded access to the proposed commercial space in Phase B. As this parcel is not part of the NorthPoint development, studies and permitting needed to support this access would need to be undertaken by others in the future.

All site driveways assume the same configuration of inbound and outbound lanes as the 2032 Build conditions.



LEGEND	
xx	Weekday AM Peak (7:00 – 8:00am)
(xx)	Weekday PM Peak (4:30– 5:30pm)
[xx]	Saturday Peak (12:00 – 1:00pm)
	Existing Signalized Intersection
	Existing Stop Sign
	Proposed Stop Sign
—	Less than Five Vehicles



Signal Warrant Analysis

Utilizing the methodology described in Section 4, signal warrant analyses were performed at the intersections of Huntley Road / Deerpath Lane / Access D and Randall Road / Broadmore Drive / Access B under Build 2042 traffic conditions. The MUTCD criteria for Warrant 1 are displayed in **Table 6.1**.

Table 6.1 MUTCD Traffic Signal Warrant 1 (Eight-Hour Volume) Criteria

Intersection / Scenario	Traffic Volume	
	Major Street	Higher-Volume Minor-Leg Approach
MUTCD Criteria for Two-Lane Major Street with Two-Lane Minor Street (50 MPH)		
Warrant 1A	420	140
Warrant 1B	630	70
Combination ¹		
Warrant 1A	336	112
Warrant 1B	504	56

¹May be used for combination of Conditions A and B when the major-street speed exceeds 40 mph

Table 6.2 reports the signal warrant analyses conducted for 2042 Build traffic conditions at the study intersection of Huntley Road and Deerpath Lane / Access D. As shown, the projected traffic volumes do not satisfy warrant criteria for Warrant 1 for more than eight hours at the study intersection.

Table 6.2 Signal Warrant Analysis Summary

Time	Traffic Volume		Warrant Satisfied?		
	Major Street	Higher-Volume Minor-Leg Approach	Warrant 1A	Warrant 1B	Combination Warrant 1A & 1B
Huntley Road / Deerpath Lane / Access D					
6:00 AM	1074	54	No	No	No
7:00 AM	1430	101	No	Yes	No
8:00 AM	1189	66	No	No	No
9:00 AM	864	48	No	No	No
10:00 AM	871	46	No	No	No
11:00 AM	913	57	No	No	No
12:00 PM	1040	43	No	No	No
1:00 PM	1037	60	No	No	No
2:00 PM	1179	88	No	Yes	No
3:00 PM	1639	84	No	Yes	No
4:00 PM	1721	88	No	Yes	No
5:00 PM	1737	101	No	Yes	No
Total Number of Hours Warrant is Met			0	5	0
Meets Warrant Criteria?			No	No	No

Table 6.3 reports the signal warrant analyses conducted for 2042 Build traffic conditions at the study intersection of Randall Road and Broadsmore Drive / Access B. Based on discussions with Kane County staff, the signal warrant along Randall Road uses non-SRA standard thresholds due to the programmed expansion of Randall Road to a six-lane cross-section.

Table 6.3 Summary of Signal Warrant Analyses – Phase B

Intersection / Scenario	Major Street	Higher-Volume Minor-Leg Approach	Meets Warrant?
MUTCD Criteria for Three-Lane Major Street with One-Lane Minor Street (50 MPH)			
Warrant 1A	420	105	--
Warrant 1B	630	53	Yes
Combination ¹			--
Warrant 1A	336	84	Yes
Warrant 1B	504	42	Yes
Randall Road / Broadsmore Drive / Access B	2368	90	Yes

¹To satisfy warrant criteria for the combined Conditions A & B, the minimum volume thresholds for both conditions must be met.

Based on the results in **Table 6.2** and **Table 6.3**, respectively, the intersection of Randall Road and Broadsmore Drive / Access B warrants a signal in the 2042 Build scenario, and the intersection of Huntley Road and Deerpath Lane / Access D does not meet any signal warrants. Therefore, a signal is analyzed for the intersection of Randall Road and Broadsmore Drive / Access B in the 2042 Build capacity analysis. Minor-leg stop-control is recommended for each of the other site driveways (Access A, Access C, and Access D).

Future (2042) No-Build Capacity Analysis

Based on the volume projections in **Exhibit 11** and the future roadway geometry programmed by Kane County, capacity results were identified for the study intersections under the 2042 No-Build traffic conditions. The results of the capacity analysis are summarized in **Table 6.4**. Consistent with previous analyses, the results are based on Synchro’s HCM 6th Edition reports. Copies of the capacity analysis reports are provided in the appendix.

Table 6.4 Future (2042) No-Build Level of Service

Intersection	Weekday AM Peak		Weekday PM Peak		Saturday Midday Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Longmeadow Parkway / Huntley Road *						
Eastbound	16	B	34	C	38	C ²
Westbound	20-	B	49	D	39	D
Northbound	19	B ¹	36	D	31	C ²
Southbound	20+	C ³	41	D ³	26	C ³
Intersection	19	B	38	D	33	C
Longmeadow Parkway / Access A △						
Northbound	9	A	10-	A	9	A
Randall Road / Longmeadow Parkway *						
Eastbound	60	E	66	E	66	E
Westbound	51	D	65	E	66	E
Northbound	12	B ⁴	18	B ³	16	B ³
Southbound	14	B ⁴	16	B ⁴	16	B ³
Intersection	20+	C	24	C	23	C
Randall Road / Broadsmore Drive / Access B △						
Eastbound	120+	F	120+	F	120+	F
Westbound	120+	F	120+	F	120+	F
Northbound Left	89	F	51	F	50-	E
Southbound Left	19	C	120+	F	120+	F
Randall Road / Grandview Drive / Access C △						
Eastbound	27	D	24	C	23	C
Westbound	17	C	60	F	31	D
Randall Road / Huntley Road *						
Eastbound	48	D ³	65	E ⁵	40	D ³
Westbound	46	D ⁴	75	E ³	48	D ⁴
Northbound	30	C ⁴	37	D ⁴	35-	C ⁴
Southbound	33	C ⁴	43	D ³	37	D
Intersection	36	D	47	D	38	D
Huntley Road / Deerpath Lane / Access D △						
Eastbound	58	F	57	F	50+	F
Westbound	17	C	28	D	32	D
Northbound Left	11	B	9	A	10+	B
Southbound Left	8	A	10+	B	9	A

* - Signalized Intersection

△ - Minor-Leg Stop-Controlled Intersection

¹Left-turn operates at LOS C

²Left-turn operates at LOS D

³Left-turn operates at LOS F

⁴Left-turn operates at LOS E

⁵Left-turn and through operate at LOS F

Under 2042 No-Build traffic conditions, all approaches at the signalized intersection of Longmeadow Parkway and Huntley Road are anticipated to operate acceptably under each peak hour except the southbound left-turn movement which operates at LOS F in each peak hour.

All approaches at intersection of Randall Road and Longmeadow Parkway are anticipated to operate at the same LOS as the 2032 Build traffic conditions. The north-south through movements along

Randall Road are projected to operate at LOS C or better for each of the peak hours, consistent with IDOT standards for SRAs.

All approaches at the intersection of Randall Road and Huntley Road are anticipated to operate at the same LOS as the 2032 Build traffic conditions except the northbound approach in the PM peak hour and the southbound approach in the Saturday peak hour, which increase from LOS C to LOS D from the 2032 Build conditions to the 2042 No-Build traffic conditions. The north-south through movements along Randall Road are expected to continue to operate at LOS or better for each peak hour, consistent with IDOT standards for SRAs.

For the minor-leg stop-controlled intersection of Longmeadow Parkway and Access A, all approaches are projected to operate at LOS A in each peak hour under the 2042 No-Build traffic conditions.

The minor-leg stop-controlled intersection of Randall Road and Broadsmore Drive / Access B is anticipated to operate at the same LOS as the 2032 Build conditions for all approaches except for the northbound left-turn which is projected to increase from LOS E to LOS F in the PM peak hour and from LOS D to LOS E in the Saturday peak hour under the 2042 No-Build traffic conditions. Low levels-of-service are not uncommon for sidestreet approaches, as vehicles may experience significant delays in turning onto a major roadway.

For the minor-leg stop-controlled intersection of Randall Road and Grandview Drive / Access C, all approaches are anticipated to operate acceptably except the westbound approach in the PM peak hour which increases from LOS E under the 2032 Build conditions to LOS F under the 2042 No-Build conditions.

All approaches at the minor-leg stop-controlled intersection of Huntley Road and Deerpath Lane / Access D are projected to continue to operate acceptably except the eastbound approach which increases from LOS D to LOS F in each peak hour under the 2042 No-Build traffic conditions.

The 2042 No-Build 95th percentile estimated queue lengths and available storage capacity are displayed in **Table 6.5**. The bold values represent queues that are not accommodated by the storage.

Table 6.5 Future (2042) No-Build 95th Percentile Estimated Queue Summary

Intersection	Available Storage (feet)	Queue Length (feet)		
		Weekday AM Peak	Weekday PM Peak	Saturday Midday Peak
Longmeadow Parkway / Huntley Road *				
Eastbound Left	350	45	280	348
Eastbound Right ¹	285	0	0	0
Westbound Left	355	< 25	55	45
Westbound Right	215	< 25	< 25	< 25
Northbound Left ^{1,2}	485	88	447	275
Northbound Right	225	< 25	< 25	< 25
Southbound Left	145	< 25	25	< 25
Southbound Right ¹	415	38	395	230
Randall Road / Longmeadow Parkway *				
Eastbound Left	215	85	153	183
Eastbound Right	265	38	90	110
Westbound Left	300	250	155	193
Westbound Right	330	173	235	228
Northbound Left ²	240	< 25	45	55
Northbound Right	375	33	98	43
Southbound Left ²	235	33	113	105
Southbound Right	250	< 25	68	45
Randall Road / Broadsmore Drive △				
Northbound Left	240	108	40	30
Southbound Left	195	< 25	173	155
Randall Road / Huntley Road *				
Eastbound Left	275	< 25	48	50
Eastbound Right	350	348	235	223
Westbound Left ²	235	100	175	223
Westbound Right	250	188	535	348
Northbound Left ^{1,2}	580	195	580	350
Northbound Right	180	68	108	102
Southbound Left ^{1,2}	355	210	330	248
Southbound Right	200	< 25	< 25	< 25
Huntley Road / Deerpath Lane △				
Northbound Left	250	< 25	< 25	< 25

* - Signalized Intersection
¹Assumed CRIP Improvement

△ - Minor-Leg Stop-Controlled Intersection
²Dual turn lanes

Future (2042) Build Capacity Analysis – Phase B

Capacity results for the 2042 Build traffic conditions are provided in **Table 6.6**. Consistent with previous analyses, the results are based on Synchro’s HCM 6th Edition reports. Copies of the capacity analysis reports are provided in the appendix.

Table 6.6 Future (2042) Build Level of Service

Intersection	Weekday AM Peak		Weekday PM Peak		Saturday Midday Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Longmeadow Parkway / Huntley Road *						
Eastbound	16	B	35-	C ³	42	D
Westbound	20+	C	51	D	40	D
Northbound	19	B	37	D	32	C ³
Southbound	20+	C ¹	43	D ¹	27	C ¹
Intersection	19	B	40	D	35+	D
Longmeadow Parkway / Access A △						
Northbound	9	A	10+	B	10-	A
Randall Road / Longmeadow Parkway *						
Eastbound	59	E	69	E	71	E
Westbound	51	D	64	E	67	E
Northbound	13	B ²	20-	B ²	19	B ¹
Southbound	15	B ²	18	B ²	19	B ¹
Intersection	22	C	27	C	27	C
Randall Road / Broadsmore Drive / Access B *						
Eastbound	25	C	35-	C ³	35-	C ³
Westbound	27	C	32	C	33	C
Northbound	6	A	9	A	7	A ⁴
Southbound	8	A	8	A ⁴	7	A
Intersection	8	A	10+	B	9	A
Randall Road / Grandview Drive / Access C △						
Eastbound	28	D	26	D	24	C
Westbound	18	C	66	F	34	D
Randall Road / Huntley Road *						
Eastbound	48	D ¹	65	E ⁵	40	D ¹
Westbound	45	D ²	75	E ¹	47	D ²
Northbound	30	C ²	38	D ²	36	D ²
Southbound	33	C ²	44	D ¹	38	D
Intersection	37	D	48	D	39	D
Huntley Road / Deerpath Lane / Access D △						
Eastbound	64	F	100	F	78	F
Westbound	19	C	28	D	22	C
Northbound Left	11	B	9	A	10+	B
Southbound Left	8	A	10+	B	9	A

* - Signalized Intersection

△ - Minor-Leg Stop-Controlled Intersection

¹Left-turn operates at LOS F

²Left-turn operates at LOS E

³Left-turn operates at LOS D

⁴Left-turn operates at LOS B

⁵Left-turn and through operate at LOS F

All approaches at the existing signalized study intersection of Longmeadow Parkway and Huntley Road are anticipated to operate acceptably in the 2042 Build conditions.

At Randall Road and Longmeadow Parkway, all approaches are anticipated to operate at the same LOS as the 2042 No-Build conditions. The overall westbound approach delay decreases by approximately 1 second in the PM peak hour compared to the 2042 No-Build conditions due to the

decreased westbound through volumes in the 2042 Build condition which can be attributed to the NorthPoint development pass-by trips turning left onto Randall Road instead of continuing through.

At Randall Road and Huntley Road, all approaches are anticipated to operate at the same LOS under the 2042 Build traffic conditions compared to the 2042 No-Build traffic conditions. The westbound overall approach decreases by approximately 1 second in 2042 Build conditions for the AM and Saturday peak hours due to the right-turn overlap getting more green time driven by the increased southbound left-turning volume from the NorthPoint development trips. All north-south through movements along Randall Road are projected to operate at LOS C or better in each peak hour, consistent with IDOT standards for SRAs.

All approaches at the proposed signalized intersection of Randall Road and Broadmore Drive / Access B are anticipated to operate acceptably under the 2042 Build traffic conditions. All north-south through movements along Randall Road are projected to operate at LOS C or better in each peak hour, consistent with IDOT standards for SRAs.

Under the 2042 Build conditions, all approaches at the minor-leg stop-controlled intersections of Longmeadow Parkway and Access A, Randall Road and Grandview Drive / Access C, and Huntley Road and Deerpath Lane / Access D are anticipated to operate at the same LOS as the 2042 No-Build conditions except for the northbound approach at Access A (increases from LOS A to LOS B in the PM peak hour) and the westbound approach at Access D (decreases from LOS D to LOS C in the Saturday peak hour due to the introduction of westbound through traffic from the NorthPoint development commercial project trips).

The 2042 Build 95th percentile estimated queue lengths and available storage capacity are displayed in **Table 6.7**. The bold values represent queues that are not accommodated by the storage capacity.

Table 6.7 Future (2042) Build 95th Percentile Estimated Queue Summary

Intersection	Available Storage (feet)	Queue Length (feet)		
		Weekday AM Peak	Weekday PM Peak	Saturday Midday Peak
Longmeadow Parkway / Huntley Road *				
Eastbound Left	350	45	290	383
Eastbound Right ¹	285	0	0	0
Westbound Left	355	< 25	57	45
Westbound Right	215	< 25	< 25	< 25
Northbound Left ^{1,2}	485	90	483	305
Northbound Right	225	< 25	< 25	< 25
Southbound Left	145	< 25	25	< 25
Southbound Right ¹	415	38	413	245
Randall Road / Longmeadow Parkway *				
Eastbound Left	215	100	210	242
Eastbound Right	265	53	110	145
Westbound Left	300	293	245	315
Westbound Right	330	168	235	228
Northbound Left ²	240	< 25	53	70
Northbound Right	375	35	105	50
Southbound Left ²	235	33	113	105
Southbound Right	250	25	70	48
Randall Road / Broadsmore Drive △				
Northbound Left	240	< 25	25	25
Southbound Left	195	< 25	< 25	100
Randall Road / Huntley Road *				
Eastbound Left	275	< 25	48	50
Eastbound Right	350	348	235	223
Westbound Left ²	235	100	175	223
Westbound Right	250	203	583	380
Northbound Left ^{1,2}	580	195	580	350
Northbound Right	180	68	110	105
Southbound Left ^{1,2}	355	217	355	268
Southbound Right	200	< 25	< 25	< 25
Huntley Road / Deerpath Lane △				
Northbound Left	250	< 25	< 25	< 25

* - Signalized Intersection
¹Assumed CRIP Improvement

△ - Minor-Leg Stop-Controlled Intersection
²Dual turn lanes

7. RECOMMENDATIONS & CONCLUSIONS

Based on Kimley-Horn's review of the proposed site plan and evaluation of existing and future traffic conditions, the study intersections are projected to adequately accommodate the proposed development with the implementation of the following improvements:

Future (2032) Build Recommendations – Phase A

The following improvements are recommended to facilitate access to the NorthPoint development in the 2032 Build scenario:

- **Longmeadow Parkway / Access A and Randall Road / Grandview Drive / Access C:**
 - Provide a single channelized right-in inbound and a single right-out outbound lane
 - Install minor-leg stop-control at the driveways
 - Install a dedicated right-turn lane along Longmeadow Parkway (215 feet of storage and 220 feet of taper) and Randall Road (240 feet of storage and 240 feet of taper) at the driveways
- **Randall Road / Broadsmore Drive / Access B and Huntley Road / Deerpath Lane / Access D:**
 - Provide a single inbound lane and one left-turn lane, one through lane, and one right-turn lane for outbound traffic
 - Install minor-leg stop-control at the driveways
 - Install dedicated right and left-turn lanes along Randall Road and Huntley Road at the driveways (240 feet of storage and 240 feet of taper)
 - Restripe Broadsmore Drive to provide one left-turn lane, one through lane, and one right-turn lane for outbound traffic
 - Reconfigure Deerpath Lane to provide one left-turn lane, one through lane, and one right-turn lane for outbound traffic

Future (2042) Build Recommendations – Phase B

The following improvements are recommended to facilitate access to the NorthPoint development in the 2042 Build scenario:

- **Randall Road / Broadsmore Drive / Access B:**
 - Install a signal at the intersection

Regardless of the final configuration of the intersection geometrics, several additional items should be taken into consideration when preparing site and roadway improvement plans for the subject development. As the site design progresses, care should be taken with landscaping, signage, and monumentation at the site access locations to ensure that adequate horizontal sight distance is provided from the new stop bars. If alterations to the site plan or land use should occur, changes to the analysis provided within this traffic impact study may be needed.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: October 11, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert G. Mitchard, Public Works Director

SUBJECT: North Harrison Street Streetscape Additions; Design-Build Services Recommendation

Tim, attached you will find the Design-Build Guaranteed Maximum Price and Standard Form of At-Risk Management Contractor for Designer-Led Design-Build Project for the North Harrison Street Streetscape Additions. The contract covers work that is very similar to the prior streetscape work in Downtown Streetscape Phase 1A and 1B, including all the same features and quality construction work that our residents and businesses have enjoyed. The revised seating areas will carry the same concepts of design from Main Street and tie the jobs together visually. This work is non-participatory and cannot be run through the current contract that is currently under construction due to IDOT restrictive rules about being outside the current job limits.

The design-build concept is a recommendation that I am making in order to bring this project in on time, within budget (as stated), and within the high expectation of the Board of Trustees, stakeholders, and our residents and businesses. Burke, LLC will be handling all design, bidding, contractor selection (with our approval), project construction management, and PR communications and marketing (through a third-party vendor) under the Guaranteed Maximum Price of \$218,700.00. We have not included any owner's allowance in the contract, as we don't anticipate any significant changes in scope, as the work is pretty straight forward.

The most attractive part of this delivery method is the fact that the Village of Algonquin, as owner will be teaming with Burke, LLC and the contractors to deliver a quality project. In traditional design-bid-build delivery, the Village would be attempting to manage, at least, five separate contracts, five different contractors, and their sub-contractors in this very tight and restrictive construction site. The design-build option allows us to funnel all construction contracts and related activities through Burke, LLC, making to overall management of the contract much more streamlined, comprehensive and coordinated. Any construction savings realized through the design-build team effort will be shared equally between Burke, LLC and the Village of Algonquin, as owner.

We had \$3.4M budgeted in the Street Improvement Fund for the construction of the Harnish Drive Improvements. The bid for that job came in at approximately \$1.6M. Therefore, we have excess of funds which we can use to cover the cost of these improvements.

We recommend that the Committee of the Whole take the necessary action on the contract with Burke, LLC in the amount of \$218,700.00 and move that motion on to the Village Board of Trustees for approval. Work will begin as soon as the contract is approved and bids for services can be collected and considered by Burke, LLC. The work is anticipated to be completed by late fall of 2021, if not sooner.



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois
2200 Harnish Dr
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: North Harrison Streetscape Additions

CONTRACT DATE: _____

GUARANTEED MAXIMUM
PRICE: \$218,700

SUBSTANTIAL COMPLETION DATE: 12/3/2021

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The exhibits prepared by Christopher B Burke Engineering, Ltd

.5 Village of Algonquin Standard Certifications

a. Business Organization

b. Certification of Eligibility

c. Equal Employment Opportunity

d. Illinois Prevailing Wage Act

e. Contractor's Certification

f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.5 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.6 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.7 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure

will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.8 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.10 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of

utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.12 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.14 Selection of Labor. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.16 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such

subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.17 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.18 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.19 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.20 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient

quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

- 3.22 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.

- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

.1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

.2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.

- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind

every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.

- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission, or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the November 5, 2021. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the mutually agreed upon by the parties at a later date and may be further adjusted in accordance with the provisions of this Contract.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, a delay in the Stage 3 Wet Utility work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather

conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.4 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as detailed on Exhibit B – Engineer's Opinion of Probable Cost and as to be depicted in the 70% plans produced by Christopher B. Burke Engineering, Ltd.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
 - .2 Hazardous materials are not present at the site.
 - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if

required, shall be incorporated by Change Order or paid as Owner's Allowance.

8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.

8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

.1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

.2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.
 - .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
 - .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between

Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not

in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term “Cost of the Work” shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual

property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
 - .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10.1 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in

an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000

Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of

Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the

parties in accordance with any agreement or court judgment entered resolving the dispute.

- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. 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.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner

any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____

Date: _____

By:

William D. Cassano Date: 10/6/2021
Principal

Attest: _____

Date: _____

By:

[Signature] Date: 10/6/2021
Principal

Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

By:  Date: 12/6/17 By:  Date: 12/6/17
Principal Principal

By:  Date: 12/6/2017 By:  Date: 12/06/2017
Principal Principal

By:  Date: 12/6/17 By:  Date: 12/06/17
Principal Principal

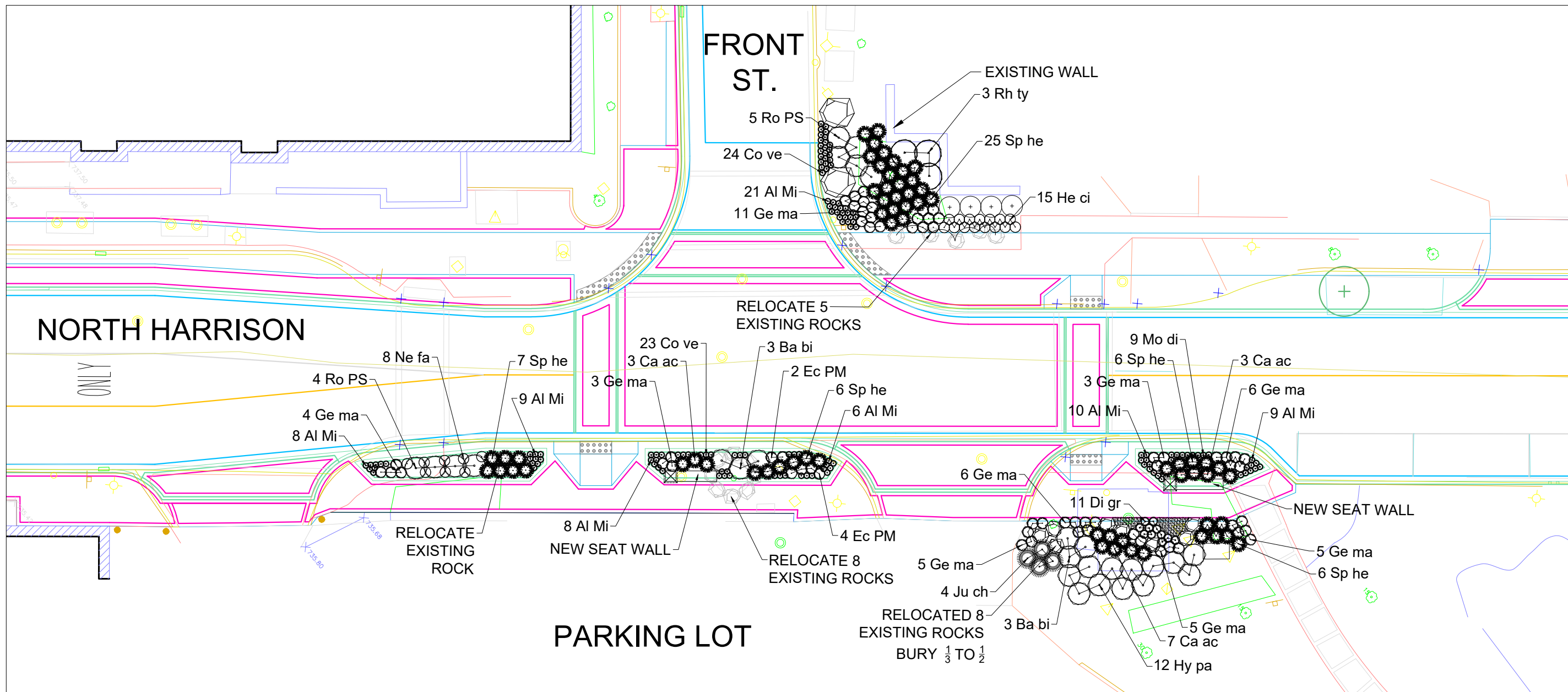
By:  Date: 12-16/17 By:  Date: 12/6/2017
Principal Principal



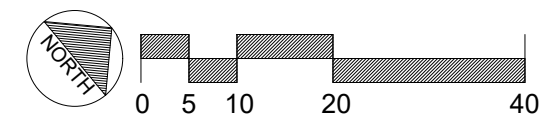
North Harrison Streetscape Additions
Algonquin, Illinois
Exhibit A - Summary Schedule of Values



Item	Contract Value	
	\$	218,700
Streetscape Construction		
Irrigation	\$	67,560
Raised Planter Curb	\$	14,391
Masonry Seatwall and Columns	\$	58,930
Furnish and Place Planter Soil Mix	\$	13,360
Plantings	\$	19,826
Electrical Work	\$	12,976
Remove and Relocate Decorative Boulders	\$	3,400
Design	\$	3,500
Construction Management	\$	15,235
General Conditions (Insurance OH and Profit)	\$	9,522
	Contract Price	\$ 218,700

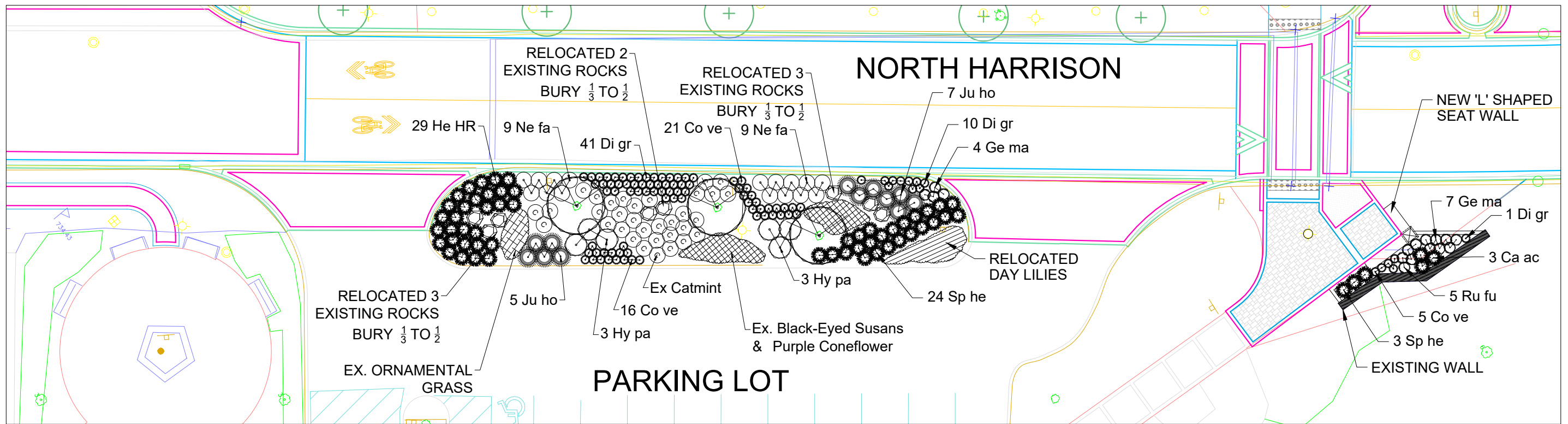


N. HARRISON AT FRONT ST.

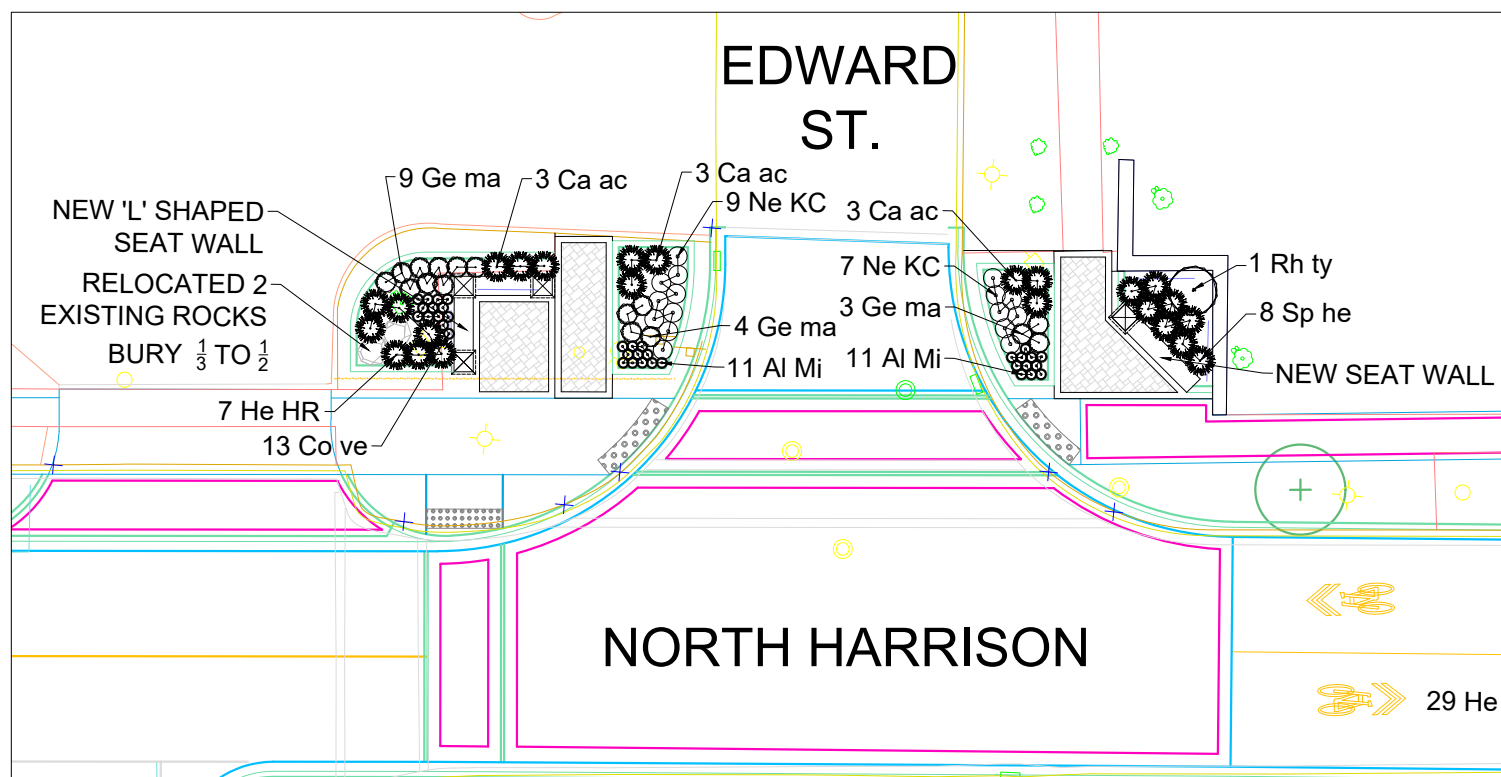
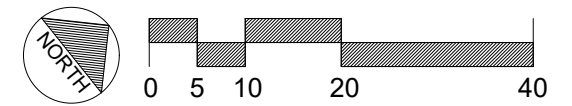


PLANT LIST

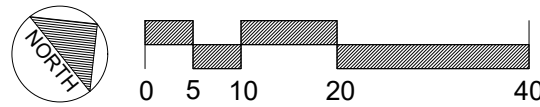
SYM.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	PERENNIALS		
	DECIDUOUS SHRUBS						
Hy pa	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	12	#5	Al Mi	Allium 'Millenium'	Millenium Onion 71 #1
Ro PS	Rosa 'NOA168098F'	Pink Supreme Rose	9	#1	Ba bi	Baptisia x bicolor 'Starlite'	Starlite Prairieblues 6 #1
Rh ty	Rhus typhina 'Bailtiger'	Tiger Eyes Sumac	3	#5	Co ve	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis 74 #1
	EVERGREEN SHRUBS				Di gr	Dianthus gratianopolitanus 'Tiny Rubies'	Cheddar Pinks 11 #1
Ju ch	Juniperus chinensis var. sargentii	Green Sargent Juniper	4	#5	Ec PM	Echinacea 'Pixie Meadowbrite'	Pixie Meadowbrite Coneflower 6 #1
	GRASSES				Ge ma	Geranium maculatum 'Espresso'	Espresso Geranium 48 #1
Ca ac	Calamagrostis x acutiflora	Feather Reed Grass	13	#1	He ci	Heuchera 'Citronelle'	Citronelle Alumroot 15 #1
Sp he	Sporobolus heterolepis	Prairie Dropseed	50	#1	Mo di	Monarda didyma 'Petite Delight'	Petite Delight Beebalm 9 #1
					Ne fa	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint 8 #1



RIVERFRONT PARK PARKING LOT



N. HARRISON AT FRONT ST.



PLANT LIST

SYM.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
DECIDUOUS SHRUBS				
Hy pa	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	12	#5
Rh ty	Rhus typhina 'Bailtiger'	Tiger Eyes Sumac	1	#5
EVERGREEN SHRUBS				
Ju ho	Juniperus horizontalis 'Hughes'	Hughes Juniper	12	#5
GRASSES				
Ca ac	Calamagrostis x acutiflora	Feather Reed Grass	12	#1
Sp he	Sporobolus heterolepis	Prairie Dropseed	35	#1
PERENNIALS				
Al Mi	Allium 'Millenium'	Millenium Onion	22	#1
Co ve	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis	55	#1
Di gr	Dianthus gratianopolitanus 'Tiny Rubies'	Cheddar Pinks	52	#1
Ge ma	Geranium maculatum 'Espresso'	Espresso Geranium	27	#1
He HR	Hemerocalis 'Happy Returns'	Happy Returns Daylily	27	#1
Ne KC	Nepeta x faassenii 'Kit Cat'	Kit Cat Catmint	16	#1
Ne fa	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	18	#1
Ru fu	Rudbeckia fulgida 'Goldstrum'	Black-eyed Susan	5	#1