## VILLAGE OF ALGONQUIN VILLAGE BOARD MEETING December 7, 2021 7:30 p.m. 2200 Harnish Drive

### -AGENDA-

- 1. CALL TO ORDER
- 2. ROLL CALL ESTABLISH QUORUM
- 3. PLEDGE TO FLAG
- 4. ADOPT AGENDA
- 5. ADMINISTER OATH OF OFFICE TO POLICE SERGEANT NATHANAEL STENGER
- 6. AUDIENCE PARTICIPATION

(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)

### 7. CONSENT AGENDA/APPROVAL:

All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.

### A. APPROVE MEETING MINUTES:

- (1) Village Board Meeting Held November 16, 2021
- (2) Committee of the Whole Meeting Held November 16, 2021
- (3) Public Hearing Held November 17, 2021
- (4) Village Board Special Meeting Held November 17, 2021
- (5) Committee of the Whole Special Meeting Held November 17, 2021

#### 8. OMNIBUS AGENDA/APPROVAL:

The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)

### A. PASS ORDINANCES:

- (1) Pass an Ordinance Approving the Tax Increment Financing Eligibility Report and Redevelopment Area Plan and Project for the Longmeadow and Randall Redevelopment Project Area
- (2) Pass an Ordinance Designating the Longmeadow and Randall Redevelopment Project Area
- (3) Pass an Ordinance Adopting Tax Increment Financing for the Longmeadow and Randall Redevelopment Project Area
- (4) Pass an Ordinance Authorizing the Execution of a Redevelopment Agreement by and Between the Village of Algonquin and NorthPoint Development LLC
- (5) Pass an Ordinance Amending Section 6C.07, Operating Permits and Permit Conditions, and Section 25.01, Escrow Deposit and Reimbursement Agreement Required, and Appendix B of the Algonquin Municipal Code
- (6) Pass an Ordinance Amending Section 9.05, Reporting and Record Keeping of the Algonquin Municipal Code
- (7) Pass an Ordinance for the Levy of Taxes for the Village of Algonquin, McHenry and Kane Counties, Illinois for the Year 2021

### **B. ADOPT RESOLUTIONS:**

- (1) Pass a Resolution Authorizing an Intergovernmental Agreement by and between the Village of Algonquin, Illinois and Board of Education of Community Unit School District No. 300
- DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA
- 10. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER
  - A. List of Bills Dated December 7, 2021 totaling \$2,346,218.23
- 11. COMMITTEE OF THE WHOLE:
  - A. COMMUNITY DEVELOPMENT
  - **B. GENERAL ADMINISTRATION**
  - C. PUBLIC WORKS & SAFETY
- 12. VILLAGE CLERK'S REPORT
- 13. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED
- 14. CORRESPONDENCE
- 15. OLD BUSINESS
  - **A.** Motion to Approve the Eleventh Continuation of Proclamation of Local Disaster Emergency for the Village of Algonquin to March 15, 2022
- 16. EXECUTIVE SESSION: If needed
- 17. NEW BUSINESS
- 18. ADJOURNMENT



# MINUTES OF THE REGULAR VILLAGE BOARD MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY & KANE COUNTIES, ILLINOIS MEETING OF NOVEMBER 16, 2021 HELD IN THE VILLAGE BOARD ROOM

<u>CALL TO ORDER AND ROLL CALL</u>: Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Fred Martin, calling the roll.

Trustees Present: Brian Dianis, Jerry Glogowski, John Spella, Laura Brehmer, Bob Smith, and Village

President Debby Sosine

Absent: Trustee Maggie Auger

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development

Director; John Bucci, Police Chief; Tom Hall, Public Works; and Attorney, Kelly Cahill.

<u>PLEDGE TO FLAG</u>: Clerk Martin led all present in the Pledge of Allegiance.

<u>ADOPT AGENDA</u>: Moved by Smith, seconded by Glogowski, to adopt tonight's agenda, deleting item 15, Executive Session.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Auger, and Smith Motion carried; 5-ayes, 0-nays, 1-absent.

### **AUDIENCE PARTICIPATION:**

- 1. Robert Vandermeir, made statements regarding the Algonquin surveys sent to residents, population, open space and construction.
- 2. Chris Kious, Kane County District 23 Board Member and President of the Kane County Forest Preserve District updated the Board on recent Kane County events including an upcoming public hearing on the growth plan, revision of the fee schedule, the redistricting map and Randall Road proposed improvements.

<u>CONSENT AGENDA</u>: The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

### APPROVE MEETING MINUTES:

- (1) Village Board Special Emergency Meeting Held October 31, 2021
- (2) Public Hearing of the Corporate Authorities (TIF) Held November 2, 2021
- (3) Village Board Meeting Held November 2, 2021
- (4) Committee of the Whole Meeting Held November 9, 2021

Moved by Spella, seconded by Smith, to approve the Consent Agenda. Voice vote; ayes carried

<u>OMNIBUS AGENDA</u>: The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk numbers all Ordinances and Resolutions in order)

- (1) Pass a Resolution (2021-R-83) Accepting and Approving the Police Pension Municipal Compliance Report for Fiscal Year Ending April 30, 2021
- (2) Adopt a Resolution (2021-R-84) Accepting the Actuarial Funding Report for the Algonquin Police Pension Fund for the Contribution Year May 1, 2021 to April 30, 2022
- (3) Adopt A Resolution (2021-R-85) Determining the Amount of Funds to Be Levied for the 2021 Tax Year through Real Estate Taxes for the Village of Algonquin, Kane and McHenry Counties, Illinois
- (4) Adopt a Resolution (2021-R-86) Accepting and Approving a Second Amendment to the Site Agreement with T3 Tower 2, LLC for Subleasing Ground Space at the Algonquin Cemetery

Moved by Brehmer, seconded by Glogowski to approve the Omnibus Agenda. Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, and Smith Motion carried; 5-ayes, 0-nays, 1-absent.

### DISSCUSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA NONE

<u>APPROVAL OF BILLS</u>: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment in the amount of \$2,040,137.18

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer and Smith Motion carried; 5-ayes, 0-nays, 1-absent

### PAYMENT OF BILLS RECAP:

GENERAL 311,057.64 CEMETERY 3,392.00 M FT 40,751.09

STREET IMPROVEMENT	722,224.95
SWIMMING POOL	169.56
PARK IMPROVEMENT	8,230.05
WATER & SEWER	54,172.00
WATER & SEWER IMPROV	339,137.27
NATURAL AREA & DRAINAGE	31,056.25
BUILDING MAINT. SERVICE	14,435.59
VEHICLE MAINT. SERVICE	<u>26,681.33</u>
TOTAL	1,551,307.73

### **COMMITTEE OF THE WHOLE:**

Moved by Trustee Smith, seconded by Brehmer to Approve a Special/Public Event License for Miracle on Main, including the closure of South Main Street between Algonquin Road and Washington Street, on December 4, 2021

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer and Smith Motion carried; 5-ayes, 0-nays, 1-absent

### COMMITTEE REPORTS & CLERK'S REPORTS:

### **VILLAGE CLERK'S REPORT**

Village Clerk Martin announced future meetings.

### STAFF REPORTS:

### *ADMINISTRATION:*

### Mr. Schloneger:

- 1. Chief Bucci and the Algonquin Police Department leadership team was recognized for securing the Illinois Law Enforcement Accreditation Council's renewal of full accreditation at the Tier II level. The accreditation is evidence and recognition of the highest level of professional police service provision to the community by the leadership and personnel of the Algonquin Police Department.
- 2. Assistant Manager Mike Kumbera and Management Analyst Matt Bajor, was recognized for securing a Certificate of Distinction from the International City/County Management Association (ICMA) Center for Performance Management. Algonquin is one of eleven jurisdictions throughout the country to receive a Certificate of Distinction, as well as the only jurisdiction from Illinois to receive national recognition.
- 3. He also thanked Chief Wastewater Operator Thomas Hall for his care and expertise in running the plant while also overseeing the ongoing multi-million dollar updates to the plant.

### **COMMUNITY DEVELOPMENT**:

### Mr. Shallcross:

- 1. "The Algonquin Advantage" was featured in the Northwest Quarterly. The article describes why the Village of Algonquin is an exceptional place to live, work, play, and invest. The article highlights projects recently completed and proposed projects as well, including NorthPoint's Algonquin Corporate Campus and Red Mountain Group's planned reinvestment into the Algonquin Commons.
- 2. We are on pace to issue more permits this year than any year prior dating back to 2014.
- 3. Community Development is putting the final touches on the first of its Quarterly Economic Development Reports, which will be issued by the end of the week.
- 4. I'd like extend a formal thank you to Mike Darrow for all of his services, leadership, and assistance over the past 9 months in the Community Development Department.

### **POLICE DEPARTMENT**:

### Chief Bucci:

- 1. Officer Nate Stenger will be promoted to the rank of Sergeant on December 7<sup>th</sup>. Officer Stenger will be assigned to patrol, and this will allow for Sgt. Robert Salazar to move into the Position of Detective Sergeant.
- 2. The PD is currently interviewing to fill vacant positions with the Police Department The next academy is scheduled to begin on January 17<sup>th</sup>, which we hope to have two spots filled.

### **PUBLIC WORKS:**

### Mr. Hall:

- 1. Harnish Drive
  - a. Project complete except for punch list
- 2. WWTP Renovations see VBCB for latest updated information on this complex, multi-faceted project.
  - a. Project is moving along without significant supply chain or labor delays
- 3. Randall Road Wetland Project
  - a. Completion of the bridge deck and overlook is on hold until spring because the weather is too cold. However, wetland treatment and additional tree removal will continue through the winter.
- 4. Main Street Roundabout/N. Harrison Streetscape and bike path
  - a. Last week, the contractor placed asphalt at the north end of the project and along Algonquin Road (IL 62)
  - b. Brick Pavers were installed at Edward Street and at speed bumps.
  - c. Began installing light poles.
  - d. South Harrison Street was reopened to traffic

- 5. Ratt Creek Sewer Relocation Project
  - a. Project complete except for punch list
  - b. Landscape restoration is underway and permanent fences will be installed at school and Jaycee Field.
- 6. Winter tree trimming in the center portions of town (Zones 4A and 4B) will begin with pending colder weather, following leaf drop.
- 7. New leaf vacuum machine is being utilized and we have been using it around town.
- 8. Street Division is inspecting and repairing all plow, readying equipment for the winter season, and calibrating all deicing distribution equipment for efficient and environmentally sustainable application of chemicals. The 2021/22 Snow and Ice Removal Plan is being finalized and will be available on the Village's website for review and consumption by the Board and the public very soon.

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None

### **OLD BUSINESS:**

None

### **EXECUTIVE SESSION**:

None

### **NEW BUSINESS:**

A. Moved by Glogowski, second by Spella to pass an Ordinance (2021-0-35) Regarding Lot 120 in the Dawson Mill Subdivision

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, and Smith Motion carried; 5-ayes, 0-nays, 1-absent.

<u>ADJOURNMENT</u>: There being no further business, it was moved by Spella, seconded by Brehmer, to adjourn the Village Board Meeting

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, and Smith Motion carried; 5-ayes, 0-nays, 1-absent.

The meeting was adjourned at 7:55 PM.

	Submitted:
Approved this 7th day of December, 2021	Village Clerk, Fred Martin
	Village President, Debby Sosine



# Village of Algonquin Minutes of the Committee of the Whole Meeting Held On November 16, 2021 Village Board Room 2200 Harnish Dr. Algonquin, IL

**AGENDA ITEM 1:** Roll Call to Establish a Quorum

Trustee Smith, Chairperson, called the Committee of the Whole meeting to order at 7:55 p.m.

Present: Trustees Laura Brehmer, Brian Dianis, Jerry Glogowski, Robert Smith, John Spella, and President Debby Sosine. Trustee Maggie Auger was absent. A quorum was established

Staff Members Present: Village Manager, Tim Schloneger; Public Works, Tom Hall; Jason Shallcross, Community Development; Peggy Blanchard, Community Development; Police Chief, John Bucci; Village Attorney, Kelly Cahill; Village Clerk, Fred Martin.

**AGENDA ITEM 2:** Public Comment

None

**AGENDA ITEM 3:** Community Development

Jason Shallcross

A. Consider an Ordinance Amending Section 6C.07, Operating Permits and Permit Conditions, and Section 25.01, Escrow Deposit and Reimbursement Agreement Required, and Appendix B of the Algonquin Municipal Code

Zoning affairs impacting single lot residential properties currently require a Review Fee of \$600 and an Escrow Fee of \$2,000. The necessity to establish an escrow account in the amount of \$2,000 is burdensome for the owners of a single residential lot and is often-times returned in full. To address this, staff proposes to eliminate the Escrow Fee requirement entirely for single-lot residential requests.

Additionally, staff proposes moving the escrow fee table from Chapter 25 of the Village Code to Appendix B and to list the Development Review Fees in Appendix B as well. The Development Review Fees are only listed in the Development Packet at this time and are not codified. This change would consolidate the Development Review Fees and Escrow Fees into one location and prevents two different fees from accidentally being listed for the same activity.

It was the consensus of the Committee to move this forward to the Village Board for approval.

### B. Consider an Ordinance Amending Section 9.05, Reporting and Record Keeping of the Algonquin Municipal Code

The Community Development Department is recommending an amendment to the Algonquin Municipal Code pertaining to the Economic Development Commission (the "Commission"). Staff recommends that Section 9.05, Reporting and Record Keeping, be altered to change the meeting dates and time of the Commission. The Commission discussed and agreed at its October meeting to move to a quarterly schedule in 2022, whereas the Commission would meet on the second Thursday of each month immediately following the close of the quarter prior at 6:30 P.M. at the Ganek Municipal Center.

The Economic Development Commission would meet on January 13, 2022, April 14, 2022, July 14, 2022, and October 13, 2022 at 6:30 P.M. if approved.

It was the consensus of the Committee to move this forward to the Village Board for approval.

C. Reinvestment into the Algonquin Commons, Presentation of Concept by Red Mountain Retail Group Red Mountain Retail Group (RMRG), the new ownership group of the Algonquin Commons, presented their proposed \$50-million dollar reinvestment into the center. The proposed improvements would update the center and make it a destination for dining and entertainment in the region.

Planned improvements include the creation of a 45,000 square-foot indoor café and entertainment area referred to as "The Link", an almost half-acre outdoor entertainment area for children and adults alike known as "The Playground", and a more than half-acre outdoor entertainment space known as "The Field". Other proposed site improvements include the addition of several hundred new parking spaces and new development pads on what are now stormwater ponds. In total, the project creates a net increase in parking by 229 spaces and approximately 25,000 square feet of new tenant space. Conceptual plans were presented and additional information about each of these three spaces is provided below.

### The Link

The parking area between the two out-lot strip centers on the southern half of the Algonquin Commons currently housing tenants such as Bonefish Grill, Claire's, uBreakiFix, and more would be redeveloped into an area known as the Link. RMRG proposes to construct a 45,000 square-foot roofed enclosure over this area and redevelop the area currently used for parking into a dining and entertainment destination. The space would contain two floors of dining and entertainment options and amenities such as a lounge space, table gaming area, creative office space, spaces to host corporate events and private parties, a stage, an exhibition kitchen area, and more than 10,000 square-feet in new leasable commercial space.

### The Playground

The Playground, an approximate 0.4-acre area proposed between the Link and the strip center immediately to the west (where Torrid, Maurice's and more are located), provides an entertainment destination for both children and parents. Planned amenities include climbing structures for children, a koi pond, adult swing sets, and shaded areas for parents to sit under while their children explore everything the Playground has to offer. The Playground serves as a major pedestrian improvement for those walking the center and joins the Link to the rest of the center.

### The Field

The Field, an approximate 0.6 acre-acre greenspace between the Link and Randall Road, will serve as an outdoor entertainment venue and have its own 4,500 square-foot café available for lease. Live concerts, outdoor movies, and sporting scrimmages would be programmed in this area during the summer, with a winter wonderland planned for the colder months.

### **Out-Lot Creation and Stormwater**

RMRG is proposing to reduce the number of stormwater ponds on-site by redirecting stormwater from many ponds strewn across the center to a few individual ponds that would be expanded and improved. This improvement helps the site operate more efficiently, improves existing pond conditions, and creates areas for new commercial pads to be created along Randall Road, allowing an additional 5,000-10,000 square-feet of new leasable space in the center.

### Signage

RMRG is proposing to create and locate several new multi-tenant monument signs for the center consistent with signage provided for regional shopping centers. Proposed materials include brick and stone. The signs are proposed to be located along Corporate Parkway, Randall Road, and County Line Road and would be placed near intersections and mid-block to provide visibility for tenants.

Comments from the Board include:

President Sosine, likes the changes presented, including the "Hill" design, Koi pond

Trustee Dianis, likes the organic concept with community involvement

Trustee Glogowski, likes the new features, questioned the social media exposure and the amout of personnel involved in marketing

Trustee Smith, inquired about other similar locations where this concept has been used, the presenters said the Commons is a unique property/product

Trustee Spella, likes the concept over previous proposals, questioned about the proposed office space, WiFi used for remote work space

Randall Road, and the proposed "Hill" design **AGENDA ITEM 4: General Administration** None **AGENDA ITEM 5:** Public Works & Safety None **AGENDA ITEM 6: Executive Session** None **AGENDA ITEM 7:** Other Business None Adjournment **AGENDA ITEM 8:** There being no further business, Chairperson Smith adjourned the meeting at 9:07 p.m.

Submitted:

Fred Martin, Village Clerk

Trustee Brehmer, questioned the storm water retention ponds being relocated, lack of sidewalks along

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# Minutes of the Public Hearing Village of Algonquin Corporate Authorities Held at the Ganek Municipal Center Wednesday, November 17, 2021 6:00 PM

Summary Overview of Proposed Annexation/Development Agreement with L&H Farm Limited Partnership, owner, and NorthPoint Development, LLC, developer. The annexation/development agreement is for the property assigned property identification numbers 03-07-200-006 and 03-07-200-007 and generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive. It is presently in unincorporated Kane County

<u>Call to Order</u>: President Sosine called the Public Hearing to Order at 6:00 p.m. with Deputy Village Clerk, Michelle Weber Calling the Roll.

<u>Roll Call</u>: Trustees Present: Brian Dianis, Jerry Glogowski, John Spella, Laura Brehmer, Bob Smith, and Village President Debby Sosine. Trustee Maggie Auger was present via remote attendance.

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; Deputy Clerk, Michelle Weber; and Attorney Michael Smoron

<u>Publication Confirmation:</u> Attorney Smoron Confirmed Proper Publication and Filing of Documents

<u>Discussion</u>: President Sosine read the Summary Overview of Proposed Annexation/Development Agreement with L&H Farm Limited Partnership, owner, and NorthPoint Development, LLC, developer. The annexation/development agreement is for the property assigned property identification numbers 03-07-200-006 and 03-07-200-007 and generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive. It is presently in unincorporated Kane County

Village Board Comments: None  Adjournment: President Sosine adjour	rned the hearing at 6:03
Submitted:	- <del></del>



## MINUTES OF THE VILLAGE BOARD SPECIAL MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS NOVEMBER 17, 2021

CALL TO ORDER: President Sosine called the Special Village Board meeting to order at 6:05 p.m.

**ROLL CALL**: Trustees Present: Laura Brehmer, Jerry Glogowski, Brian Dianis, John Spella, Bob Smith, and Village President, Debby Sosine. Trustee Maggie Auger was in attendance remotely

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director. Deputy Clerk Michelle Weber, and Attorney, Michael Smoron

**ADOPT AGENDA**: Moved by Trustee Smith, seconded by Glogowski to adopt tonight's agenda. Voice vote; all ayes; Motion carried.

### **AUDIENCE PARTICIPATION:**

None

### **PASS ORDINANCES:**

(1) Moved by Brehmer, seconded by Spella to Pass an Ordinance (<u>2021-O-36</u>) Authorizing the Execution of an Annexation Agreement Concerning Certain Property Known as the Northpoint Algonquin Corporate Campus to the Village of Algonquin (NorthPoint)

Roll call vote: voting aye - Trustees Brehmer, Dianis, Glogowski, Smith, Spella, Auger (remote), and President Sosine

Motion carried; 7-ayes, 0-nays.

- (2) Moved by Brehmer, seconded by Spella to Pass an Ordinance (<u>2021-O-37</u>) Annexing the NorthPoint Algonquin Corporate Campus to the Village of Algonquin (NorthPoint)
  Roll call vote: voting aye Trustees Brehmer, Dianis, Glogowski, Smith, Spella, Auger (remote), and President Sosine
- (3) Moved by Brehmer, seconded by Spella Pass an Ordinance (2021-O-38) Granting Zoning Upon Annexation and Approving the Final Plat of Subdivision and a Preliminary Plat of Subdivision and a Planned Development for a Certain Property Known as the NorthPoint Algonquin Corporate Campus to the Village of Algonquin (NorthPoint)

Roll call vote: voting aye – Trustees Brehmer, Dianis, Glogowski, Smith, Spella, Auger (remote), and President Sosine

### **ADJOURNMENT:**

Moved by Spella, seconded by Smith to adjourn the Special Village Board meeting at 6:08p.m. Voice vote; all ayes; Motion carried.

Approved this 7th Day of December, 2021	Submitted:	Deputy Village Clerk, Michelle Weber
		Village President, Debby Sosine

## MINUTES OF THE COMMITTEE OF THE WHOLE SPECIAL MEETING Held November 17, 2021

at the Ganek Municipal Center

**AGENDA ITEM 1:** Roll Call – Establish Quorum

Chairperson Bob Smith called the Special Committee of the Whole meeting to order at 6:15 pm with the following Board Members Present: Trustees Brehmer, Auger (remote), Smith, Dianis, Spella, Glogowski, and President Sosine

Staff Present: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director. Deputy Clerk Michelle Weber; and Attorney, Michael Smoron

**AGENDA ITEM 2:** Public Comment – Audience Participation

None

AGENDA ITEM 3: Consider a Tax Increment Financing District for the Proposed Redevelopment Plan & Project for Longmeadow and Randall Rd Redevelopment Project Area

Mr. Shallcross explained:

The Village held a public hearing pursuant to the requirements of the TIF Act on Tuesday, November 2nd, 2021. The Village's Tax Increment Financing (TIF) consultant, Johnson Research Group (JRG), detailed how the proposed TIF District to be located at the southwest corner of Randall Road and Longmeadow Parkway meets the eligibility criteria for a TIF District at that meeting. Specifically, JRG found that the redevelopment plan and project is eligible due to ongoing flooding issues caused by the site being surrounded by elevated county roads on three sides.

With the completion of the public hearing and following the recommendation made by the Joint Review Board (JRB) on September 30th to approve the Proposed Redevelopment Plan and Project for Longmeadow and Randall Redevelopment Project Area, staff recommends that the Village enact three ordinances at the December 7th, 2021 Village Board Meeting:

- 1. Approving the Redevelopment Plan and Project with Statutory Findings;
- 2. Designating the Redevelopment Project Area; and
- 3. Adopting Tax Increment Allocation Financing

It was the consensus of the Committee of the Whole to move this forward for Board approval.

**AGENDA ITEM 4:** Consider a Redevelopment Agreement with NorthPoint Development LLC Mr. Shallcross explained:

The approval of a redevelopment agreement with NorthPoint Development LLC ("NorthPoint") will spur industrial development and the creation of the Algonquin Corporate Campus at the southwest corner of Randall Road and Longmeadow Parkway. The maximum reimbursement provided to NorthPoint, subject to the terms, conditions, and restrictions of the agreement is the lesser of:

- 1. \$20,996,000;
- 2. 17.1144% of the actual total costs for the Project, not to exceed 17.1144% of the actual total costs of each Phase of the Project, or

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3. 100% of Eligible Redevelopment Project Costs for the Project, not to exceed 100% of the Eligible Redevelopment Project Costs for each Phase.

The term of the agreement will be for 17 years, assuming that the Longmeadow and Randall Tax Increment Financing Redevelopment Area is adopted in 2021. The final payment to NorthPoint shall be no later than December 31, 2038 regardless of whether the full maximum reimbursement has been disbursed. NorthPoint will only be paid with the "Net TIF Increment" (sixty-percent (60%) of the TIF increment generated) from the Subject Property and the conditions precedent in the agreement.

Village staff recommend that the remaining forty-percent (40%) be declared a "surplus" through an intergovernmental agreement. All affected taxing bodies will receive their proportionate share of said "surplus" for the duration of the TIF. Also, during the phasing of the site improvement the developer has agreed to include all public improvements for the entire site in phase 1.

Following some comments, it was the consensus of the Committee of the Whole to move this forward for Board approval.

### **AGENDA ITEM 5**: Consider an Intergovernmental Agreement with D300

Mr. Shallcross explained, on September 30th the Tax Increment Financing (TIF) Joint Review Board (JRB) recommended that the Proposed Redevelopment Plan and Project for Longmeadow and Randall Redevelopment Project Area be approved. The Joint Review Board also issued its finding that the Redevelopment Project Area satisfies the requirements of the Plan and fulfills the objectives of the TIF Act.

Concurrent with the TIF JRB process, Village staff and CUSD 300 officials reached agreement on an intergovernmental agreement that provides for waiver of objections and a procedure for distributing annual surplus payments while shortening the life of the TIF.

The Village agrees that it will not seek to continue the term of the Project beyond seventeen (17) years, thus terminating no later than December 31, 2038. Furthermore, the Village agrees to declare a "surplus" of incremental taxes equal to forty percent (40%) multiplied by the total Incremental Taxes attributable to that year. All affected taxing bodies will receive the same benefits as D300 per this agreement, receiving their proportionate share of the overall tax bill.

We anticipate that the CUSD 300 Board of Education will consider the Intergovernmental Agreement at their meeting in December.

Mr. Smith asked if there were any concerns from any of the other taxing bodies?

Mr. Shallcross indicated the Fire District raised some concerns. However, Mr. Schloneger indicated, after discussing the shorter term and declaration of surplus of the TIF with the Fire District, they indicated they would support the TIF with the change of terms.

It was the consensus of the Committee of the Whole to move this forward for Board approval.

### **AGENDA ITEM 6:** Adjournment

Chairperson Smith adjourned the Special Committee of the Whole meeting at 6:24 p.m.

Submitted:	
	Michelle Weber, Deputy Village Clerk

### ORDINANCE NO. 2021 - O - \_\_\_\_

## An Ordinance Approving the Tax Increment Financing Eligibility Report and Redevelopment Area Plan and Project for the Longmeadow and Randall Redevelopment Project Area

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"), the Village of Algonquin, McHenry and Kane Counties, Illinois (the "Village"), desires to implement tax increment financing for the development of certain property as a "redevelopment project area," as that term is defined in the Act, said property being located wholly within the municipal boundaries of the Village and being legally and commonly described in Exhibit A, attached hereto and incorporated herein, and generally depicted on a boundary map attached hereto and incorporated herein as Exhibit B (the "Redevelopment Project Area"), which such Redevelopment Project Area constitutes in the aggregate approximately 147 acres; and

WHEREAS, the written document attached hereto and incorporated herein as Exhibit C, which has been prepared by the Village's consultant, Johnson Research Group Inc., constitutes a "redevelopment plan" and describes a "redevelopment project," as those terms are defined in the Act, and is entitled the "Longmeadow and Randall Tax Increment Financing District Redevelopment Area Plan and Project" for the Redevelopment Project Area (the "Redevelopment Plan and Project"); and

WHEREAS, pursuant to the Act, the Redevelopment Plan and Project call for the use of tax increment financing to provide for the development or redevelopment of real estate by payment of "redevelopment project costs," as that term is defined in the Act, which are intended to encourage development, growth and expansion of commercial businesses within the Village in order to reduce or eliminate those conditions the existence of which qualifies the Redevelopment Project Area as a "conservation area" for such parcel under the Act and to enhance the tax bases of those taxing districts which encompass all or a part of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan and Project includes the redevelopment program to be undertaken to accomplish the objectives described above and the following redevelopment program details: (i) an itemized list of the redevelopment project costs; (ii) the sources of funds to pay such costs; (iii) the nature and term of any obligations to be issued by the Village to pay such costs; (iv) the most recent equalized assessed valuation of the Redevelopment Project Area; (v) evidence indicating that the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise; (vi) an assessment of any financial impact of the Redevelopment Project Area on or any increased demand for services from any taxing district affected by the Redevelopment Plan and Project and any program to address such financial impact or increased demand; (vii) an estimate of the equalized assessed valuation of the Redevelopment Project Area after completion of the Redevelopment Plan and Project; (viii) a description of the general land uses to apply in the Area; (ix) a commitment by the Village to fair employment practices and an affirmative action plan with respect to any redevelopment program to be undertaken by the Village; and (x) the estimated date of completion of the Redevelopment Project; and

WHEREAS, on August 26, 2021, the Village made the Redevelopment Plan and Project available for public review and inspection during regular business hours at the offices of the Village Clerk; and

WHEREAS, on September 14, 2021, the President and Board of Trustees of the Village (together, the "Corporate Authorities") adopted Ordinance No. 2021-O-29 entitled "An Ordinance Fixing a Time and Place of a Public Hearing with Respect to the Redevelopment Plan and Project for the Longmeadow/Randall Redevelopment Project Area" ("Ordinance No. 2021-O-29") and set the date for the public hearing as November 2, 2021, pursuant to Section 11-74.4-5 of the Act; and

WHEREAS, on August 26, 2021, the Village provided notice of the availability of the Redevelopment Plan and Project and eligibility report, including how to obtain said information, to all residential addresses that, after a good faith effort, the Village determined are located inside the Redevelopment Project Area and outside the Redevelopment Project Area and within 750 feet of the boundaries of the Redevelopment Project Area; and

WHEREAS, in accordance with the Act, Ordinance No. 2021-O-29 and all other applicable laws, the Village convened a "joint review board," as that term is defined in the Act (the "JRB"); and

WHEREAS, in compliance with the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the convening of the JRB was sent by certified mail on September 15, 2021, to all taxing districts of which taxable property is included in the Redevelopment Project Area, as well as to the Illinois Department of Commerce and Economic Opportunity (the "Department"); and

WHEREAS, pursuant to the Act, the JRB conducted a meeting on Thursday, September 30, 2021, which was duly noticed pursuant to the Act and pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*; and

WHEREAS, at the JRB meeting, among other things, the JRB reviewed the public record, the Redevelopment Plan and Project and the Redevelopment Project Area and moved to recommend that the Village designate the Redevelopment Project Area as a "redevelopment project area" under the Act, along with the Redevelopment Plan and Project, and that the Redevelopment Plan and Project and the Redevelopment Project Area fulfill the objectives of the Act, and that said motion carried by a majority vote of those JRB members present and voting; and

WHEREAS, pursuant to Section 11-74.4-6 of the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the public hearing (the "Hearing") was published in the *Northwest Herald* on October 6, 2021 and October 20, 2021, said newspaper being a newspaper of general circulation within the taxing districts having property within the Redevelopment Project Area; and

WHEREAS, in compliance with Section 11-74.4-6 of the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the Hearing was sent by certified mail on September 15, 2021, to all taxing districts having property within the Redevelopment Project Area and to the Department; and

WHEREAS, in compliance with Section 11-74.4-6 of the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the Hearing was sent by certified mail on September 16, 2021, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Redevelopment Project Area or, in the event that any such taxes for the preceding year were not paid, to the persons last listed on the tax rolls within the preceding three (3) years as the owners of such property; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities caused the Hearing to be held relative to the Redevelopment Plan and Project and the designation of the Redevelopment Project Area as a "redevelopment project area" under the Act on November 2, 2021, at the Village of Algonquin Ganek Municipal Center, located at 2200 Harnish Drive, Algonquin, Illinois 60102, to hear and consider all protests, objections and other comments to the proposed designation of the real estate set forth in Exhibits A and B as the Redevelopment Project Area and adoption of the Redevelopment Plan and Project; and

WHEREAS, the Redevelopment Plan and Project sets forth the blighting factors in the Redevelopment Project Area, and the Corporate Authorities have considered analysis and evidence concerning the need to reduce or eliminate the blighting conditions and considered other information and is generally informed of the conditions in the Redevelopment Project Area which qualify the

Redevelopment Project Area as a "conservation area" for such parcel under the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to the lack of private investment in the Redevelopment Project Area to determine whether private development would take place in the Redevelopment Project Area as a whole without the adoption of the proposed Redevelopment Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Redevelopment Project Area to determine whether contiguous parcels of real property would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the Corporate Authorities have reviewed its proposed Redevelopment Plan and Project and the Comprehensive Plan for the development of the Village as a whole to determine whether the proposed Redevelopment Plan and Project conforms to the Comprehensive Plan of the Village.

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. The foregoing recitals as contained in the preambles to this Ordinance are true and correct and are hereby incorporated in this Ordinance as if set out in full by this reference.

SECTION 2. The Board of Trustees of the Village of Algonquin hereby makes the following findings:

- a. The territory constituting the Area in the Village of Algonquin, Illinois is described as follows: See Exhibits A and B, attached hereto and incorporated herein;
- b. The Redevelopment Project Area is 147 acres in size and thus satisfies the requirement that it be at least 1.5 acres:
- c. No private investment has occurred in the Redevelopment Project Area over the last five years;
- d. Without the support of public resources, the redevelopment objectives for the Redevelopment Project Area would most likely not be realized. Accordingly, "but for" the designation of a TIF district, these projects would be unlikely to occur on their own;
- e. The Redevelopment Project Area is expected to benefit substantially from the Redevelopment Plan and Project;
- f. The Redevelopment Plan and Project conform to and proposes land uses that are consistent with, the Village Comprehensive Plan for the development of the Village as a whole;
- g. The Redevelopment Plan and Project is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2044, if the ordinances establishing the Redevelopment Plan and Project are adopted during 2021;
- h. There exist conditions which cause the Redevelopment Project Area to be designated as a "redevelopment project area" and classified as a "conservation area" for such improved parcel as that term is defined in Section 11-74.4-3 (b) of the Act; and
- i. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.

SECTION 3. The Tax Increment Financing District Eligibility Report and Redevelopment Area Plan and Project for the Longmeadow and Randall Redevelopment Project Area, also referred to herein as the Redevelopment Plan and Project, which was the subject matter of the Hearing held November 2, 2021, is hereby adopted and approved. A copy of the Redevelopment Plan and Project marked Exhibit C is attached to and made a part of this Ordinance.

SECTION 4. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

SECTION 5. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form and to transmit to the County Clerk of Kane County a certified copy of this ordinance.

SECTION 6. The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

SECTION 8. The County Clerk shall utilize 2021 for determining the total initial equalized value of the Area consistent with subsection (a) of Section 11-74.4-9 of the Act.

Voting Aye:		
Voting Nay:		
Abstain:		
Absent:		
		APPROVED:
		Village President Debby Sosine
(SEAL)		
ATTEST:		
	Village Clerk Fred Martin	
Passed:		
Approved:		
Published:		

*Z:\A\AlgonquinVillageof\North Point TIF\Ordinance Approving TIF.docx* 

### $\underline{CERTIFICATION}$

Clerk of the Village of Algonquin, McHenry	fy that I am the duly appointed, acting and qualified y and Kane Counties, Illinois, and that as such Clerk, nd proceedings of the President and Board of Trustees
Village of Algonquin, held on the Ordinance An Ordinance Approving the Redevelopment Area Plan and Project for the	meeting of the President and Board of Trustees of the day of, 2021 the foregoing Tax Increment Financing Eligibility Report and the Longmeadow and Randall Redevelopment Project Board of Trustees of the Village of Algonquin.
cover sheet thereof, was prepared, and a copy commencing on the day of	o. 2021 – O, including the Ordinance and a y of such Ordinance was available in the Village Hall,, 2021, and will continue for at least e are also available for public inspection upon request
•	of which the attached is a true and correct copy, is or safekeeping, and that I am the lawful custodian and
Given under my hand and seal, 2021.	of the Village of Algonquin, this day of
	Village Clerk Fred Martin Village of Algonquin
	McHenry and Kane Counties, Illinois
(SEAL)	

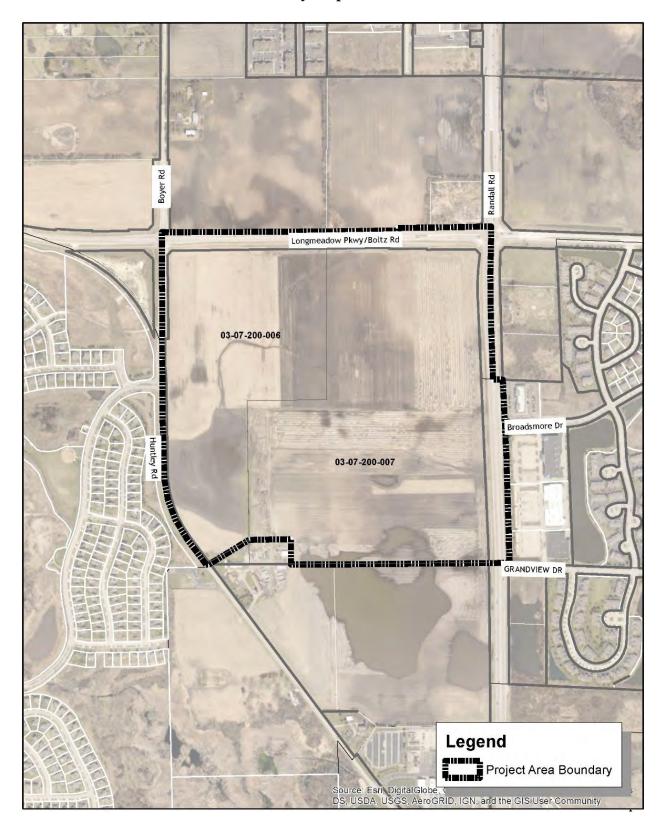
### EXHIBIT A - LEGAL AND COMMON DESCRIPTION OF THE PROJECT AREA

The Area is assigned property identification numbers 03-07-200-006 and 03-07-200-007 and is generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive and legally described as follows:

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 389.00 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, 880.06 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.

**EXHIBIT B Boundary Map of the Area** 



### **EXHIBIT C**

Copy of Tax Increment Financing Eligibility Report and Redevelopment Area Plan and Project for the Longmeadow and Randall Redevelopment Project Area

# LONGMEADOW AND RANDALL TAX INCREMENT FINANCING REDEVELOPMENT AREA PLAN AND PROJECT

Village of Algonquin, Illinois

August 26, 2021

Revised: September 14, 2021 December 1, 2021

Village of Algonquin Debby Sosine, Village President

Prepared by:

Johnson Research Group Inc. 105 W. Madison St, Suite 406 Chicago, Illinois 60602

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### **EXHIBITS**

EXHIBIT I: LONGMEADOW/RANDALL TAX INCREMENT FINANCING ELIGIBILITY REPORT

### I. INTRODUCTION

This document is to serve as the redevelopment plan (the "Redevelopment Plan") for an area located in the southwestern part of the Village of Algonquin (the "Village") approximately 1.5 miles north of the Interstate-90. The area is generally bounded by Huntley Road on the west, Longmeadow Parkway on the north; Randall Road on the east; and the westerly extension of Grandview Drive on the south. This area is referred to in this document as the Longmeadow/Randall Tax Increment Financing Redevelopment Project Area (the "Project Area"). For a map depicting the location of the Project Area within the Village of Algonquin, see *Figure 1. Community Context Map*.

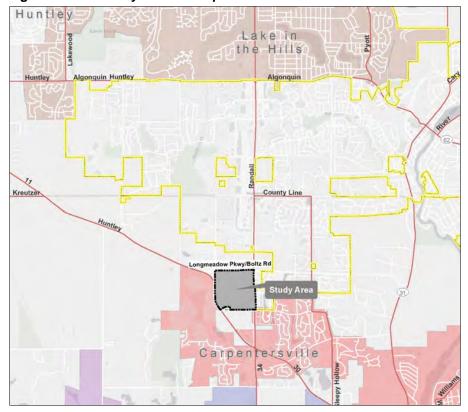


Figure 1. Community Context Map

In conjunction with the Village's strategy to encourage managed growth and stimulate private investment within the Project Area, the Village engaged Johnson Research Group, Inc. ("JRG" or the "Consultant") to study whether the Project Area of approximately 147 acres qualifies as a "conservation area," a "blighted area," or a combination of both blighted areas and conservation areas under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as amended (the "Act"). The Project Area, described in more detail below as well as in the accompanying Longmeadow/Randall Tax Increment Financing Eligibility Report (the "Eligibility Report"), on the whole has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without public intervention and leadership by the Village.

The Redevelopment Plan summarizes the analyses and findings of the Consultant's work, which, unless otherwise noted, is the responsibility of JRG. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a redevelopment

project area under the Act. The Consultant has prepared this Redevelopment Plan and the related Eligibility Report with the understanding that the Village would rely: 1) on the findings and conclusions of the Redevelopment Plan and the related Eligibility Report in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Redevelopment Plan, and 2) on the fact that the Consultant has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Report will comply with the Act.

### A. Longmeadow/Randall Tax Increment Financing Redevelopment Project Area

The Longmeadow/Randall Project Area is located at the southwest corner of Randall Road and Longmeadow Parkway and until recently, situated at the southwestern edge of the Village in unincorporated Kane County. The Project Area is approximately 147 acres in size and includes unimproved land which has historically been used for commercial agricultural purposes. As part of a strategy to encourage growth and development the Village has undertaken the necessary steps to annex the Project Area to the Village of Algonquin, adopt a Plat of Subdivision and authorize a zoning change to Industrial and Commercial uses. The area is not currently improved with buildings and, having been subdivided in accordance with the Illinois Plat Act, has been categorized as Vacant Land for purposes of this report. The Project Area encompasses four tax parcels within two tax blocks in Dundee Township.

For a map depicting the Project Area boundaries, see *Figure 2. Project Area Boundary*. A legal description of the Project Area is included in *Section II, Legal Description and Project Area Boundary*.

### **Historical Context**

The Village of Algonquin was settled in 1834 and incorporated as a Village in 1890. Located along the banks of the Fox River, the Village straddles both Kane and McHenry counties. Settled first by fur traders and later established as farming community, the Village saw its first wave of growth in 1855 with the construction of the Fox Vallev Railroad. The railroad allowed dairies and other farmers to bring their products to the Chicago market. Farming and farm related industries contributed to the stability and prosperity of the community. The railroad also brought tourists from Chicago in search of summer homes, open air and recreational activities along the Fox River making Algonquin a quasi-resort town for the first few decades of the 20th century. With the rise of automobility use, tourism declined and the community transitioned to year-round residents.

Figure 2. Project Area Boundary



In the last half of the 20<sup>th</sup> century, Algonquin experienced growth as this farming community transitioned to a commuter suburb. A residential development boom in the 1980s and into the 1990s

doubled the population twice over from 5,684 in 1980 to 23,276 by 2000. Based on United States Census Bureau's five-year estimates, the 2019 population for Algonquin is approximately 30,897.

Driving the population growth, of course, is the development of residential subdivisions as well as commercial, office and industrial areas. Between 1990 and 2020 Census, the community has added more than 7,500 housing units, nearly tripling the 1990 Census count of 3,989 housing units. Through its comprehensive planning process, most recently updated in 2008, the Village has identified future growth and development goals and implemented the objectives for achieving these goals. Implementation actions have included forming a boundary agreement with neighboring Carpentersville and periodic annexation agreements of properties to provide the infrastructure and municipal services necessary for beneficial development.

The appeal of Algonquin and successful growth and development of the larger community have also contributed to the conditions that qualify the Project Area as a redevelopment project area under the Act. Increased volumes of stormwater runoff have increased over the years from new developments built upstream. The increased volumes exceed the capacity of the Project Area to discharge water on site. As a result, the Project Area suffers from chronic flooding conditions that negatively impact farming capabilities and spill over to properties and areas downstream causing hazardous flooding conditions on Huntley Road. Future development of the Project Area as envisioned in Village long range planning documents, will require substantial mitigation efforts to accommodate future development.

Evidence indicating that the Project Area as a whole has not been subject to growth and development through investment by private enterprise is detailed in <u>Section VI</u> and summarized below.

- The Project Area include seven potential farmed wetlands, seven additional areas of interest and two drainageways of interest as identified by ecology professionals at Encap, Incorporated.
- Observable characteristics among the seven potential farmed wetlands include standing water, saturated soils and non-functioning drainageways.
- Documented evidence of previously installed drain tiles, some of which appear to be no longer functioning.
- Drainage flows from upstream offsite areas have increased over the years from perimeter roadway improvements and upstream building development;
- The 12-inch culvert under Huntley Road is inadequate for current storm events causing water to back up onto the site and spill over into the Huntley Road northbound lane.
- To reduce flooding on-site and mitigate off-site flooding impacts downstream, the proposed system requires 4.3 million cubic feet of stormwater storage via naturalized detention basis throughout the development.
- Stormwater management facilities will reduce chronic flooding and outlet flows by 20 percent, providing both on-site and surrounding benefits including to Huntley Road and downstream areas.

Although the Project Area benefits from good schools, stable housing stock, and reasonable proximity to major roads, highways and commuter rail, without addressing the conditions that qualify the area as a blighted area will worsen and adversely affect property values in the Project Area and beyond. Without the intervention of the Village and the adoption of Tax Increment Financing and this Redevelopment Plan, the Project Area overall would not reasonably be expected to be redeveloped.

### B. Tax Increment Financing

In January 1977, Tax Increment Financing ("TIF") was authorized by the Illinois General Assembly through passage of the Act. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived by applying the tax rate to the increase in the current Equalized Assessed Valuation ("EAV") of real property within the redevelopment project area over and above the "Certified Initial EAV" of such real property. Incremental Property Taxes are reinvested in the area through rehabilitation, developer incentives, public improvements and other eligible redevelopment activities.

All taxing districts continue to receive property taxes levied on the Certified Initial EAV of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs have been paid. Taxing districts also benefit from the increased property tax base after the expiration or termination of the redevelopment project area.

## C. The Redevelopment Plan for the Longmeadow/Randall Tax Increment Financing Redevelopment Project Area

The Village's overall goals include a desire to expand the tax base of the Village and create employment opportunities that enhance the appeal and sustainability of the Village. This Redevelopment Plan promotes these goals. Redevelopment of the Project Area is hindered by significant stormwater management issues. The site's redevelopment will require extraordinary stormwater mitigation efforts to accommodate retention of water onsite and reduce downstream runoff affecting private property and public roadways. Despite the site's location in a growing community with good proximity to regional expressways, redevelopment of the Project Area is not financially feasible. Overall, it is not reasonable to expect that redevelopment and improvements will occur on a comprehensive and coordinated basis without the use of TIF.

This Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area to stimulate economic growth and private investment in the Project Area in a manner that is consistent with the goals of the Village. The goal of the Village, through implementation of this Redevelopment Plan, is to redevelop the Project Area with adequate stormwater capacity on a comprehensive and planned basis to ensure that private investment occurs:

- 1. On a coordinated rather than piecemeal basis to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards;
- 2. On a reasonable, comprehensive, and integrated basis to ensure that blighted area factors are eliminated; and
- 3. Within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the Village.

Redevelopment of the Project Area will depend on the cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan will enable the implementation of a comprehensive redevelopment program and coordinated private investment. Without public

investment, the comprehensive redevelopment and coordinated improvements in the Project Area would not be expected to be realized by the private sector alone.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the Village's above-stated goals. During implementation of the Redevelopment Project, the Village may, from time to time: (i) undertake or cause to be undertaken public improvements and other redevelopment project activities authorized under the Act; and (ii) enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements and undertake other redevelopment project activities authorized under the Act on one or several parcels (items (i) and (ii) are collectively referred to as "Redevelopment Projects").

This Redevelopment Plan specifically describes the Project Area and summarizes the criteria that qualify the Project Area as "vacant land" under the criteria for a "**blighted area**" as defined in the Act.

The use of Incremental Property Taxes will permit the Village to direct, implement and coordinate public involvement and activities that are intended to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the Village, its residents, and all taxing districts having jurisdiction over the Project Area. These anticipated benefits include:

- Elimination of the blighted area conditions in the Project Area;
- Redevelopment of the Project Area with new industrial and commercial development;
- Installation of a 4.3 million cubic foot stormwater storage system via naturalized detention;
   and
- A stable and predictable environment that promotes economic growth.

### II. LEGAL DESCRIPTION AND PROJECT BOUNDARY

The boundaries of the Project Area have been drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to be undertaken as part of this Redevelopment Plan. The boundaries of the Project Area are illustrated in *Figure 2. Project Area Boundary*, and legally described below:

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 19 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 00 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 SIX (6) COURSES: (1) THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST, 1746.36 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 36 MINUTES 17 SECONDS EAST, 393.80 FEET; (6) THENCE SOUTH 44 DEGREES 34 MINUTES 11 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDAL ROAD PER DOCUMENT 97K057323; THENCE SOUTH 02 DEGREES 16 MINUTES 05 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 38 MINUTES 18 SECONDS EAST. A CHORD DISTANCE OF 240.66 FEET AND AN ARC DISTANCE OF 240.67 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 1592.54 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 17 SECONDS WEST, 271.87 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 04 MINUTES 43 SECONDS WEST, 430.00 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 55 MINUTES 19 SECONDS WEST, 271.92 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 50 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 574.01 FEET AND AN ARC DISTANCE OF 583.65 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 45 MINUTES 09 SECONDS WEST, 711.81 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,180.12 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 42 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 121.42 FEET AND AN ARC DISTANCE OF 121.47 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 49 MINUTES 01 SECONDS WEST, 252.19 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE: THENCE NORTH 89 DEGREES 17 MINUTES 41 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 58.84 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 19 SECONDS WEST, 680.06 FEET; THENCE NORTH 44 DEGREES 18 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

### III. ELIGIBILITY CONDITIONS

The results summarized in this section are more fully described in a separate report that presents the definition, application and extent of the blighted area factors in the Project Area. The report, prepared by JRG is entitled "Longmeadow/Randall Tax Increment Financing Eligibility Report," (the "Eligibility Report") and is attached as EXHIBIT I to this Redevelopment Plan.

### A. Summary of Project Area Eligibility

Based upon surveys, inspections and analyses of the Project Area, the Project Area qualifies under the applicable criteria as a vacant blighted area within the requirements of the Act.

### Vacant Land Definition

For purposes of this report, JRG has evaluated the eligibility of the Project Area as vacant land under the definition of the Act. JRG finds that specific actions taken by the Village in anticipation of establishing the Longmeadow/Randall Redevelopment Project Area, sufficiently meet the definitions for vacant land as set forth in the Act. Specifically,

- The Project Area has been annexed to the Village of Algonquin; and
- The Project Area, which contains properties that have been used for commercial agricultural purposes within the 5 years prior to designation, has been properly subdivided in accordance with the Plat Act prior to designation of the Longmeadow/Randall Plan and Project.

### Blighted Area Eligibility

Section 11-74.4.3 of the Act defines the seven eligibility criteria for blighted areas comprised of vacant land. To support a designation as a blighted area at least one of the seven qualifying criteria must be: (i) present to a meaningful extent and that presence documented so that the City may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the Project Area.

- The Project Area exceeds the minimum size requirement of 1 ½ acres for a redevelopment project area.
- The factor of Chronic Flooding is present in the Vacant Area and has been sufficiently documented in accordance with the TIF Act. The presence of this condition adversely impacts the site and surrounding area.
- The factor of Chronic Flooding is found to be present to a meaningful degree and reasonably distributed within the Vacant Area.
- The Project Area includes only properties that would benefit from inclusion in the redevelopment project area.

### B. Surveys and Analyses Conducted

The conditions documented in the Project Area are based upon surveys and analyses conducted by JRG. The surveys and analyses conducted for the Project Area include:

- 1. Exterior survey of the condition and use of all buildings and sites;
- Research of tax maps and the history of PIN changes, online and with the assistance of staff at Kane County Supervisor of Assessment's Office and the Dundee Township Assessor's office;
- 3. Review of subdivision criteria in the Plat Act;
- 4. Comparison of current land use to current zoning ordinance and the current zoning map;
- 5. Analysis of original platting and current parcel size and layout;
- 6. Review of parcel ownership;
- 7. Review of previously prepared plans, studies and data;
- 8. Interviews with engineering and ecology professionals with familiarity of the Project Area;
- Review and analysis of available Federal Emergency Management Agency maps of flood zones;
- 10. Analysis of Kane County Assessor records for assessed valuations and equalization factors for tax parcels in the Project Area for assessment years 2015 to 2020; and
- 11. Review of Kane County Treasurer property tax payment records for collection years 2018, 2019 and 2020.

### IV. REDEVELOPMENT GOALS AND OBJECTIVES

Comprehensive and coordinated investment in new public and private improvements and facilities is essential for the successful redevelopment and public improvement of the Project Area. Redevelopment of the Project Area will benefit the Village through improvements in public infrastructure, new industrial and commercial development, and an increased tax base.

This section identifies the general goals and objectives adopted by the Village for redevelopment of the Project Area. **Section V** presents more specific objectives for development and design within the Project Area and the redevelopment activities that the Village plans to undertake to achieve the goals and objectives presented in this section.

### A. General Goals

Listed below are the general goals adopted by the Village for redevelopment of the Project Area. These goals provide overall focus and direction for this Redevelopment Plan.

- 1. Promote the stability of industrial activities and related development, enhance and stabilize the value of land, and protect the tax base of the Village.
- 2. Provide a balance of land uses which are respectful of their natural environment, compatible with surrounding land uses and provide opportunities for employment.
- 3. Ensure the protection of the natural environment and human health by serving all land uses with adequate stormwater control, sanitary sewer and wastewater treatment facilities

### B. Redevelopment Objectives

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

- 1. Provide public infrastructure and streets, including the storm water drainage system and a sufficiently sized water supply system.
- 2. Support redevelopment of the Project Area with industrial development that enhances the Village tax base and provides employment opportunities.
- 3. Provide off-street parking adequate to serve the needs of the redevelopment projects.

#### V. REDEVELOPMENT PROJECT

This section presents the Redevelopment Project anticipated to be undertaken by the Village and by other public and private entities on behalf of the Village in furtherance of this Redevelopment Plan. The Redevelopment Project, as outlined in this section conforms to the plans and policies in place within the Project Area including: the Village of Algonquin Zoning Code and the Village of Algonquin Comprehensive Plan (updated most recently in 2008).

The Redevelopment Project described in this Redevelopment Plan and pursuant to the Act includes: a) the land use plan; b) redevelopment goals and objectives; c) a description of redevelopment improvements and activities; d) estimated redevelopment project costs; e) a description of sources of funds to pay estimated redevelopment project costs; f) a description of obligations that may be issued; and q) identification of the most recent EAV of properties in the Project Area and an estimate of future EAV.

#### Α. Land Use Plan

The Land Use Plan is intended to direct Redevelopment Project Costs that support the redevelopment of the Project Area. The Village's Comprehensive Plan and Zoning Ordinance form the primary basis for this land use plan and further define the guidelines for considering future development projects.

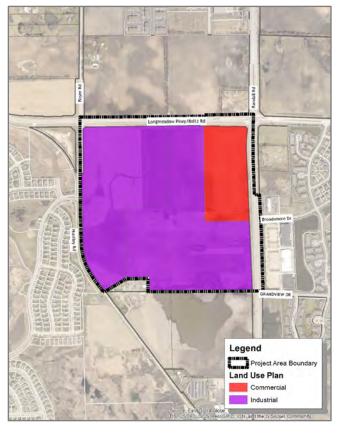
The Land Use Plan for the Project Area includes land uses that have been approved by the Algonquin Village Board. The land uses are intended to reflect the long-term objectives of the Redevelopment Plan and support the redevelopment of vacant and underutilized land consistent with the needs of the overall Project Area.

A summary description of the future land uses Figure 3. Land Use Plan to be considered within the Project Area are described below and illustrated in Figure 3. Land Use Plan.

### Industrial and Commercial

The Project Area should be developed under the planned unit development guidelines with a mix of I1 - Limited Industrial and B-2 General Retail Business District uses. The Improvements and redevelopment activity should be designed with good vehicular and accessibility.

All development should comply with the Redevelopment Plan objectives set forth in Section IV, the Village of Algonquin Zoning Code and the Village of Algonquin Comprehensive Plan for the Project Area, and all other relevant Village ordinances and development guidelines.



### B. Redevelopment Goals and Objectives

Listed below are the specific redevelopment goals and objectives which will assist the Village in directing and coordinating public and private improvements and investment within the Project Area in order to achieve the general goals and objectives identified in <u>Section IV</u> of this Redevelopment Plan.

The Development and Design Objectives are intended to enhance and attract desirable uses such as new development coordinated with other nearby uses.

### a) Land Use, Building and Site Development

- Promote the most desirable use of land in accordance the comprehensive plan for the Village.
- Encourage the development of industrial, office and research parks which provide good environments for new and expanded businesses.
- The promotion, retention and attraction of businesses that provide viable employment opportunities for Algonquin residents, and that strengthen the Village's economic base.
- Development should use conservation design techniques to preserve, restore and enhance the natural environment.

### b) Infrastructure and Circulation

- Create naturalized stormwater facilities, such as naturalized detention basins, bioswales and rain gardens, to filter and clean water and promote infiltration.
- Provide compatible and related commercial and industrial uses in appropriate locations based on fundamental linkages in support of those uses (e.g., truck routes, commercial suppliers, adequate infrastructure, regional accessibility).

### c) Urban Design, Landscaping, and Open Space

- Ensure that the architectural design of new developments is consistent with architectural standards established by the Village in order to establish an attractive, unified visual image.
- Encourage sustainable, environmentally friendly designs.
- Encourage building design that provides façade articulation and visual interest.
- Ensure that all landscaping and design materials comply with the Village's ordinances and any applicable Planned Development requirements.

### C. Redevelopment Improvements and Activities

The Village proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques such as tax increment financing to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The Village also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The Village may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, renovate or restore improvements on one or several parcels. Redevelopment agreements may contain terms and provisions that are more specific than the general principles set forth in this Redevelopment Plan.

### 1. Property Assembly and Site Preparation

The Village may facilitate property assembly in the Project Area, assist in the acquisition of land, provide for site preparation and the clearing and grading of land.

### 2. Provision of Public Works or Improvements

The Village, or an agent of the Village, may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the Village as a whole. Public improvements and facilities may include, but are not limited to infrastructure that will adequately serve new industrial and commercial developments and improvements to the Project Area's storm drainage system, via land grading, repair or replacement of existing drainage pipes, and creation of stormwater detention ponds.

### 3. Taxing Districts Capital Costs

The Village may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

### 4. Interest Subsidies

Funds may be provided to developers for a portion of interest costs incurred by a developer related to the construction, renovation or rehabilitation of a redevelopment project, subject to the limitations outlined in the next section.

### 5. Analysis, Administration, Studies, Surveys, Legal, etc.

Under contracts that will run for three years or less (excluding contracts for architectural and engineering services which are not subject to such time limits) the Village and/or private developers may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

### D. Redevelopment Project Costs

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "**Redevelopment Project Costs**").

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the Village of Algonquin Board of Trustees to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan to the extent permitted by the Act. In the event of such amendment(s) to the Act, the Village may add any new eligible redevelopment project costs as a line item in Table 1 or otherwise adjust the line items in Table 1 without amendments to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Redevelopment Plan.

### 1. Eligible Redevelopment Project Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the Project Area to prospective businesses, developers and investors;
- c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
- e) Costs of the construction of public works or improvements including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the Project Area;
- g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto:
- To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- j) Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see Section V.C.2 above);

- k) Payment in lieu of taxes, as defined in the Act;
- Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
- m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
  - 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund:
  - 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project, plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the Village pursuant to the Act; and
  - 5. The cost limits set forth in paragraphs 2 and 4 above shall be modified to permit payment of up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the Village may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low-and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act:

- o) The cost of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80 percent of the Village, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development;
- p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et. seq. then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

#### 2. Estimated Redevelopment Project Costs

A range of redevelopment activities and improvements will be required to implement this Redevelopment Plan. The activities and improvements and their estimated costs are set forth in *Table 1. Estimated Redevelopment Project Costs*. All estimates are based on 2021 dollars. Funds may be moved from one line item to another or to an eligible cost category described in this Redevelopment Plan at the Village's discretion.

**Table 1. Estimated Redevelopment Project Costs** 

TIF EXPENSE CATEGORY	ESTIMATED COST
Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	\$500,000
Property Assembly including Acquisition and Site Preparation	\$6,000,000
Public Works and Improvements, including streets, curbs and gutter, lighting and utilities	\$11,500,000
Job Training and Retraining Program Costs	2,000,000
Financing Costs	1,000,000
Taxing Districts Capital Costs [1]	3,000,000
Interest Costs	\$1,000,000
TOTAL ESTIMATED COSTS	\$25,000,000 <sup>[2]</sup>

<sup>&</sup>lt;sup>[1]</sup> This category may also include paying for or reimbursing capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the Village by written agreement accepts and approves the same, the Village may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

<sup>[2]</sup> All costs are in 2021 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor.

Redevelopment Project Costs described in this Redevelopment Plan are intended to provide an upper estimate of expenditures that may be incurred over the life of the TIF. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

#### E. Sources of Funds to Pay Redevelopment Project Costs

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the Village may deem appropriate. The Village may incur redevelopment project costs, which are paid for from funds of the Village other than incremental taxes, and the Village may then be reimbursed for such costs from incremental taxes. Also, the Village may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the Village may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

As of the date of this Redevelopment Plan, the Project Area is not contiguous to any other existing TIF districts. The Project Area may, in the future, be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The Village may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the Village finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the Village may determine that it is in the best interests of the Village and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The Village therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in <u>Table 1. Estimated Redevelopment Project Costs</u>.

#### F. Issuance of Obligations

The Village may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the Village may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the Village treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (i.e., December 31, 2045, assuming Village Board approval of the Project Area and Redevelopment Plan in 2021). Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

#### G. Valuation of the Project Area

#### 1. Most Recent EAV of Properties in the Project Area

The purpose of identifying the most recent EAV of the Project Area is to provide an estimate of the initial EAV which the Kane County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Project Area. The 2020 EAV of all taxable parcels in the Project Area is approximately \$79,671. The EAV is subject to verification by the Kane County Clerk. After verification, the final figure shall be certified by the Kane County Clerk and shall become the Certified Initial EAV from which all incremental property taxes in the Project Area will be calculated by Kane County. The Plan has utilized the EAVs for the 2020 tax year. If the 2021 EAV shall become available prior to the date of the adoption of the Plan by the Village Board, the Village may update the Plan by replacing the 2020 EAV with the 2021 EAV.

#### 2. Anticipated Equalized Assessed Valuation

By the tax year 2044 (collection year 2045) and following the substantial completion of the Redevelopment Project, the anticipated EAV of the Project Area is estimated at approximately \$43,760,000. The estimate is based on several assumptions, including: 1) redevelopment of the Project Area will include approximately 1,653,000 square feet of new industrial space; 2) industrial development will be completed and fully assessed by 2027; 3) an estimated annual inflation rate in EAV of 1.5 percent through 2044, realized annually; and 4) an equalization factor of 1.0 is used in all years to calculate estimated EAV.

## VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in <u>Section III</u> of this Redevelopment Plan, the Project Area as a whole is adversely impacted by the meaningful presence and reasonable distribution of one of seven blighted area factors for vacant land throughout the Project Area. The presence of the blighted area factor within the Project Area impairs the value of private investments and threatens the sound growth and tax base of taxing districts. In order to promote a stable economic and physical development of the Project Area it is necessary to remove and eradicate adverse conditions before they lead to decline and deterioration of the area.

The lack of growth and private investment in the Project Area is evidenced by the following:

- The meaningful presence of chronic flooding as certified by a professional civil engineer.
- The presence of surface water that discharges from the Project Area and contributes to flood conditions in properties downstream and creates hazardous conditions on Huntley Road.
- The presence of culverts that are inadequate for current storm events and non-functioning drain tiles.
- The presence of multiple areas exhibiting wetland characteristics including standing water and saturated soil conditions.

The Project Area qualifies under the Act as a blighted area on the basis that:

- The Project Area is categorized as vacant land based on Village actions to i) annex the Project Area to the Village; and ii) properly subdivide the Project Area in accordance with the Plat Act prior to designation of the Longmeadow/Randall Plan and Project;
- 2) The Project Area exhibits the meaningful presence and reasonable distribution of one the seven vacant land criteria listed in the Act for a blighted area.

Therefore, the Project Area qualifies as eligible under the TIF Act as a redevelopment project area, with blighted area conditions that are detrimental to sound growth of the taxing districts.

The Project Area on the whole would not reasonably be anticipated to be redeveloped in a comprehensive manner that is consistent with the goals of the Village without the adoption of this Redevelopment Plan.

#### VII. FINANCIAL IMPACT

The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan and the use of TIF. In the absence of Village-sponsored redevelopment initiatives, there is a prospect that blighted area factors will continue to exist and spread, and the Project Area on the whole and adjacent properties will languish or deteriorate, eventually becoming a blighted area. In the absence of Village-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

<u>Section V</u> of this Redevelopment Plan describes the comprehensive, area-wide Redevelopment Project proposed to be undertaken by the Village to create an environment in which private investment can occur. The Redevelopment Project will be a multi-year endeavor tied to local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is expected to result in new private investment in privately and publicly-funded new construction of industrial and commercial development consistent with the goals and objectives of the Village's comprehensive plan.

The Redevelopment Project is expected to have significant short- and long-term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short-term, the Village's effective use of TIF, through the encouragement of new development and redevelopment, can be expected to enhance the assessed value of existing properties in and adjacent to the Project Area, thereby enhancing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts can be expected to benefit from the enhanced tax base that results from the increase in EAV caused by the Redevelopment Projects.

#### VIII. FINANCIAL IMPACT ON TAXING DISTRICT SERVICES

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand.

The following major taxing districts presently levy taxes against properties located within the Project Area.

<u>Village of Algonquin</u>. The Village is responsible for the provision of a range of municipal services, including: police protection; capital improvements and maintenance; sanitation service; building, housing and zoning codes, etc. The redevelopment of underutilized properties with new residential uses may cause a negligible increase in the demand for services and programs provided by the Village. Current service levels are expected to be able to accommodate any increase.

<u>Carpentersville and Countryside Fire Protection District</u>. Primary services provided by the district include fire protection services, emergency rescue and medical services, and hazardous materials response. The district also provides mutual aid to neighboring communities by providing equipment and personnel for large incidents. The addition of approximately 1,653,000 square feet of new industrial space may cause an increase in the demand for services provided by the fire protection district. Current service levels are expected to be able to accommodate any increase.

<u>Dundee School District 300</u>. General responsibilities of the school districts include the provision, maintenance and operation of educational facilities and the provision of educational services for pre-school through twelfth grade. There

No school age children will be generated by the redevelopment activities anticipated in the Project Area, which will be limited to industrial and commercial uses.

<u>Dundee Township Park District</u>. General responsibilities include the provision, maintenance and operation of park and recreational facilities throughout the Village and for the provision of recreational programs. There are no plans for recreational areas within the Project Area. Redevelopment activities are not expected to increase the demand for services, programs and capital improvements provided by the Dundee Township Park District.

Other Taxing Districts. It is expected that any increase in demand associated with redevelopment in the Project Area for services and programs provided by the Fox River Valley Public Library system, Elgin Community College District 509, Kane County, Kane County Forest Preserve District, Dundee Township and Dundee Township Road District can be adequately served by existing services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for these taxing districts.

The Village intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

## IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE

This Redevelopment Plan and the Redevelopment Project described herein include land uses that have been adopted by the Algonquin Village Board, as set forth in the Algonquin Comprehensive Plan and the relevant Planned Developments.

#### X. PHASING AND SCHEDULING

A phased implementation strategy may be utilized to achieve comprehensive and coordinated improvements in the Project Area, as well as to allow time for incremental revenues to accumulate.

It is anticipated that Village expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the Village.

The estimated date for completion of Redevelopment Projects is no later than December 31 of the year in which the payment to the Village treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (i.e., December 31, 2045, assuming Village Board approval of the Project Area and Redevelopment Plan in 2021).

XI.	PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN
This R	edevelopment Plan may be amended pursuant to the Act.

## XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

The Village is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.
- B) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

#### XIII. HOUSING IMPACT

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and the Village is unable to certify that such displacement will not result from the Redevelopment Plan, the Village must prepare a housing impact study and incorporate the study in the redevelopment plan and project.

The Project Area does not include any residential units. Therefore, a full housing impact study is not required as part of this Redevelopment Plan.

EXHIBIT I: LONGMEADOW/RANDALL TAX INCREMENT FINANCING ELIGIBILITY REPO	)RT
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# LONGMEADOW AND RANDALL TAX INCREMENT FINANCING ELIGIBILITY REPORT

Village of Algonquin, Illinois

Debby Sosine, Village President

August 23, 2021

Prepared by:

Johnson Research Group Inc. 332 South Michigan Avenue, 9<sup>th</sup> Floor Chicago, Illinois 60604

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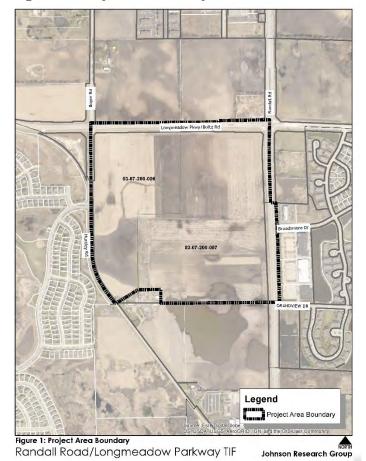
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#### INTRODUCTION

As part of a strategy to foster growth and economic development, the Village of Algonquin (the "Village") has pursued the designation of the Longmeadow/Randall Project Area and taken the necessary or incidental actions to implement this redevelopment plan and project in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended (the "Act"). Johnson Research Group, Inc. ("JRG" or the "Consultant") has been retained by the Village to conduct an analysis of the potential qualification and designation of an area as a "redevelopment project area" pursuant to the Act, The purpose of this report, entitled the Longmeadow/Randall Tax Increment Financing Eligibility Report, (the "Eligibility Report") is to determine whether approximately 147 acres of land located at the southwest corner of Randall Road and Longmeadow Parkway qualifies for designation as redevelopment project area based on findings for a "conservation area," and/or a "blighted area" within the requirements set forth in the Act.

The area examined in this Eligibility Report is generally bounded by Huntley Road on the west, Longmeadow Parkway on the north; Randall Road on the east; and on the south by the westerly extension of Grandview Drive. This area is referred to in this document as the Longmeadow/Randall Tax Increment Financing Redevelopment Project Area (the "Project Area"). The boundaries of the Project Area are shown on a map entitled *Figure 1, Project Area Boundary*.

Figure 1. Study Area Boundary



For purposes of this Eligibility Report, all necessary or incidental actions are presumed to be in place before the adoption of the Longmeadow/Randall TIF Plan and Project (the "Plan"). With this understanding, JRG has evaluated the Project Area as vacant land under the definition of the Act which requires that all parcels previously used for commercial agricultural purposes have been subdivided and properly certified. acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality.

The findings and conclusions presented in this report, unless otherwise noted, are based on surveys, documentation, and analyses conducted by JRG. The Village is entitled to rely on the findings and conclusions of this Eligibility Report in designating the Project Area as a redevelopment project area under the Act.

JRG has prepared this Eligibility Report and the related redevelopment plan and project with the understanding that the Village would rely on (i) the findings and conclusions of this Eligibility Report and the related redevelopment plan, and (ii) the fact that JRG has obtained the necessary information so that the Eligibility Report and related redevelopment plan will comply with the Act. The determination of whether the Project Area qualifies for designation as redevelopment project area based on findings of the area as a vacant blighted area, pursuant to the Act is made by the Village of Algonquin after careful review and consideration of the conclusions contained in this Eligibility Report.

#### The Project Area

The Project Area is located in the southwest Figure 2. Existing Land Use corner of the Village, approximately 1.5 miles north of Interstate-90. The Project Area includes unimproved land that has been used historically for commercial agricultural purposes known as Gaitsch Farms. As a precursor action to TIF adoption of the Longmeadow/Randall TIF designation, the Village has annexed the Project authorized Plat Area, а Subdivision, and enacted a zoning change to I-1, Limited Industrial and B-2, General Retail Business District within the Planned Unit Development guidelines. The area is not currently improved with buildings and having been subdivided in accordance with the Plat Act, has been categorized as Vacant Land for purposes of this study. The Existing land uses in the Project Area are illustrated in Figure 2, Existing Land Use.

The Project Area is adversely impacted by chronic flooding conditions. A wetland study conducted by the environmental consulting firm of Encap, Inc., identified several indicators of chronic flooding conditions that would have adverse impacts on development:



- Multiple areas exhibiting wetland characteristics including standing water and saturated soil conditions.
- One of the wetland areas appears to be last successfully farmed in 2016, possibly due to very wet conditions.
- Some areas are flooded only briefly after periods of heavy rainfall or snowmelt, whereas others remain inundated continuously, depending largely upon the rates of evaporation and seepage into the ground.

Additional research provided by civil engineers at Manhard Consulting confirmed the presence of chronic flooding and identified substantial measures to mitigate flooding conditions for the benefit of the Project Area and off-site locations. Chronic flooding characteristics identified by Manhard engineers include:

- Increased stormwater runoff volumes resulting from upstream developments and perimeter roadway improvements;
- Culverts inadequate for current storm events;
- Overflow drainage onto Huntley Road northbound lane; and
- Hydrologic modeling indicating over 7 feet of flooding.

As a result, the Project Area overall suffers from chronic flooding that has both on-site and offsite impacts. Inadequate stormwater infrastructure prevent rain water from properly draining. The system is insufficient for modest or larger storm events, and every year there are numerous periods when the water can't drain property and standing water is consistently present.

#### Eligibility of the Project Area

For TIF designation, a redevelopment project area must qualify for classification as a conservation area, a blighted area, or a combination of both blighted and conservation areas as set forth in the Act. Surveys and analyses documented in this report indicate that the Project Area is eligible as a vacant blighted area within the requirements of the Act.

**Size Qualifications** – The Project Area meets the minimum size threshold for redevelopment project areas of 1 ½ acres. The Project Area is approximately 147 acres in size.

**Vacant Land Qualification** – For any parcels that have been used for commercial agricultural purposes within 5 years of designation, the land must have been subdivided, as properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act.

**Vacant Area Criterion Impairs Sound Growth** – The Vacant Area qualifies as a blighted area under one of seven criteria set forth in the Act for vacant areas (one is required).

Specifically, Chronic Flooding is present in the Vacant Area and adversely impacts the area. In addition to documented evidence of flooding within the Project Area, the flooding conditions create hazardous conditions on Huntley Road and adversely impact downstream areas.

Finally, the Project Area includes only real property and improvements that would be substantially benefited by the proposed redevelopment project improvements.

#### I. BASIS FOR REDEVELOPMENT

The Illinois General Assembly made these key findings in adopting the Act:

- 1. That there exists in many municipalities within the state blighted and conservation areas;
- 2. That as a result of the existence of blighted areas and areas requiring conservation, there is an excessive and disproportionate expenditure of public funds, inadequate public and private investment, unmarketability of property, growth in delinquencies and crime, and housing and zoning law violations in such areas together with an abnormal exodus of families and businesses so that the decline of these areas impairs the value of private investments and threatens the sound growth and the tax base of taxing districts in such areas, and threatens the health, safety, morals, and welfare of the public; and
- 3. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project qualifies either as a blighted area or as a conservation area within the definitions for each set forth in the Act (Section 11-74.4-3).

Blighted areas are defined as: 1) any improved area in which buildings or improvements are detrimental to the public safety, health or welfare because of a combination of 5 or more of the thirteen (13) improved area eligibility factors set forth in the Act; or 2) any vacant area in which its sound growth is impaired by the presence of one or more of seven criteria set forth in the Act.

The Project Area has been evaluated on the basis of a Vacant Area under the Blighted Area criteria.

#### Vacant Area Eligibility Criteria

Section 11-74.4.3 of the Act defines the seven eligibility criteria for vacant areas. To support a designation as a blighted area at least one of the seven qualifying criteria must be: (i) present to a meaningful extent and that presence documented so that the City may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the Project Area.

- 1. The vacant part of the Project Area exhibits a combination of 2 or more of the following 6 factors:
  - (a) Obsolete platting of the vacant land
  - (b) Diversity of ownership
  - (c) Tax and special assessment delinquencies or the subject of tax sales
  - (d) Deterioration of structures or site improvements in adjacent areas
  - (e) Environmental remediation costs have been incurred or are required
  - (f) Declining or lagging rate of growth of total equalized assessed valuation
- 2. The area consists of one or more unused quarries, mines or strip mine ponds.
- 3. The area consists of unused railyards, rail tracks or railroad rights-of-way.
- 4. The area is subject to chronic flooding.
- 5. The area consists of an unused or illegal disposal site.
- 6. The area had been designated as a town or village center and not developed as such.
- 7. The area qualified as a blighted improved area immediately prior to becoming vacant.

#### II. ELIGIBILITY SURVEY AND ANALYSIS

An analysis was made of each of the factors listed in the Act for vacant areas to determine whether each or any factors are present in the Project Area, and if so, to what extent and in what locations. Surveys and analyses conducted by JRG included:

- 1. Exterior survey of the condition and use of all buildings and sites;
- Research of tax maps and the history of PIN changes, online and with the assistance of staff at Kane County Supervisor of Assessment's Office and the Dundee Township Assessor's office;
- 3. Review of subdivision criteria in the Plat Act;
- Comparison of current land use to current zoning ordinance and the current zoning map;
- 5. Analysis of original platting and current parcel size and layout;
- 6. Review of parcel ownership;
- 7. Review of previously prepared plans, studies and data;
- 8. Interviews with engineering and ecology professionals with familiarity of the Project Area:
- 9. Review and analysis of available Federal Emergency Management Agency maps of flood zones;
- 10. Analysis of Kane County Assessor records for assessed valuations and equalization factors for tax parcels in the Project Area for assessment years 2015 to 2020; and
- 11. Review of Kane County Treasurer property tax payment records for collection years 2018, 2019 and 2020.

A statement of findings is presented for each factor listed in the Act. The conditions that exist and the relative extent to which each factor is present are described below.

A factor noted as "**not present**" indicates either that no information was available or that no evidence could be documented as part of the various surveys and analyses. A factor noted as present to a limited extent indicates that conditions exist that document that the factor is present, but that the distribution or impact of the condition is limited. Finally, a factor noted as present to a meaningful extent indicates that conditions exist which document that the factor is present throughout major portions of the block and that the presence of such conditions have a major adverse impact or influence on adjacent and nearby development.

The following is the summary evaluation of the eligibility factors for the Project Area, presented in the order in which they appear in the Act.

#### III. VACANT AREA ELIGIBILITY ANALYSIS

For purposes of this report, JRG has evaluated the eligibility of the Project Area as vacant land under the definition of the Act:

"Vacant land" means as any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided; provided that if the parcel was part of a larger tract that has been divided into 3 or more smaller tracts that were accepted for recording during the period from 1950 to 1990, then the parcel shall be deemed to have been subdivided, and all proceedings and actions of the municipality taken in that connection with respect to any previously approved or designated redevelopment project area or amended redevelopment project area are hereby validated and hereby declared to be legally sufficient for all purposes of this Act. For purposes of this Section and only for land subject to the subdivision requirements of the Plat Act, land is subdivided when the original plat of the proposed Redevelopment Project Area or relevant portion thereof has been properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality.

Section 11-74.4.3 (a) of the Act defines the eligibility criteria for vacant areas. To support a designation as a redevelopment project area, the Vacant Area must qualify under one of the two sets of vacant area eligibility criteria:

#### 1. Multiple-Factor Vacant Area Criteria

The sound growth of the Vacant Area is impaired by the presence of 2 or more of the 6 factors listed below for qualification as a blighted area under the first criteria set forth in the Act. The factors must be present to a meaningful extent and reasonably distributed throughout the Vacant Area.

#### (a) Obsolete Platting of The Vacant Land

Pursuant to the Act, obsolete platting of the vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights of way or that omitted easements for public utilities.

Prior to the 2021 subdivision of the Project Area, the area was used for commercial agricultural purposes and operated within the original platting.

Obsolete Platting is not present in the Vacant Area.

#### (b) Diversity Of Ownership

Pursuant to the Act, diversity of ownership of parcels of vacant land sufficient in number retard or impede the ability to assemble the land for development.

All properties within the Project Area are under single ownership.

Diversity of Ownership is not present in the Vacant Area.

#### (c) Tax and Special Assessment Delinquencies or The Subject Of Tax Sales

Pursuant to the Act, this factor applies if tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.

One of the four parcels that comprise the Project Area was delinquent in payment of property taxes in 2020. None of the property within the Project Area has been the subject of tax sales in the last five years.

The factor of Tax and Special Assessment Delinquencies is present to a limited degree and therefore is not a supporting factor for Vacant Area eligibility.

#### (d) Environmental Remediation Costs Have Been Incurred or Are Required

Pursuant to the Act, this factor applies if the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Environmental Remediation is not present in the Vacant Area.

#### (e) Deterioration of Adjacent Improvements

Pursuant to the Act, this factor applies if there is evidence of deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

The Project Area is surrounded largely by unimproved areas including underutilized and farmed lots, several of which are advertised for sale. Newer commercial buildings located along Randall Road are in sound condition. Two residential buildings are located in neighboring areas Area including the well-maintained farmhouse immediately adjacent to the Project Area and a single-family residential property that is severely deteriorated and advertised for sale.

Deterioration of Adjacent Improvements is not present to a meaningful degree nor reasonably distributed throughout the Vacant Area. Therefore, this factor is <u>not a supporting factor</u> for Vacant Area eligibility.

#### (f) Declining Or Lagging Rate of Growth of Total Equalized Assessed Valuation

Pursuant to the Act, this factor applies if the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

JRG reviewed historical EAV data for parcels 03-07-200-006 and 03-07-200-007 and compared the rate of growth in EAV with the remainder of the Village of Algonquin for the period from 2015 to 2020. As indicated in Table 1, the rate of growth of the EAV for the Project Area increased at a rate that is less than the balance of the Village of Algonquin in two of the five years for which information is available. A minimum of three out of five years is required for qualification. Therefore, Declining or Lagging Equalized Assessed Valuation as a factor is not a supporting factor for Vacant Area eligibility.

Table 1. Growth Rate of Project Area vs. Village of Algonquin

	Village of A		Project Area		Growth rate compared to
Tax Year	Total EAV	% change	Total EAV	% change	Village
2020	285,206,675	5.6%	79,671	5.9%	NO
2019	269,954,922	4.7%	75,228	5.7%	NO
2018	257,821,081	5.6%	71,190	5.4%	Lagging
2017	244,252,575	4.5%	67,520	5.2%	NO
2016	233,680,127	7.6%	64,180	5.0%	Lagging
2015	217,231,759		61,147		

Percent Change reflects the annual growth in EAV from the prior year (e.g. 5.7% change in Total EAV of Village of Algonquin for Tax Year 2020 represents the growth in EAV from 2019 to 2020).

Conclusion: Due to insufficient presence of multiple-factor criteria, the Vacant Area does not qualify under this criterion.

#### 2. Unused Quarries, Mines or Strip Mine Ponds

Pursuant to the Act, this factor applies if the area consists of one or more unused quarries, mines or strip mine ponds.

Conclusion: The presence of unused quarries, mines or strip ponds <u>does not apply</u> to the Vacant Area.

#### 3. Unused Railyards, Rail Tracks or Railroad Rights-Of-Way

Pursuant to the Act, this factor applies if the area consists of unused railyards, rail tracks or railroad rights-of-way.

Conclusion: The factor of Unused Railyards, Rail Tracks does not apply to the Vacant Area.

#### 4. Chronic Flooding

Pursuant to the Act, this factor applies if the area is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvement to contribute to the alleviation of all or part of the flooding.

JRG conducted field surveys of the site conditions on June 1, 2021, noting areas farmed and fallow as well as wet and dry soils, depressions and slopes. JRG reviewed materials prepared by Encap, Incorporated, ecology professionals. Documents include *Conservation Design Analysis for NorthPoint Algonquin Site* dated January 28, 2021 and *Wetland Determination Letter* dated January 21, 2021. The Encap Incorporated wetland determination study dated January 21, 2021 along with its conservation design analysis dated January 28, 2001, and the report of soils exploration dated January 4, 2021 prepared by Geotechnical Group are incorporated into this report by this reference. Findings from the Encap materials include:

- Seven potential farmed wetlands, seven additional areas of interest and two drainageways of interest were identified during field investigation. A map of the wetland determination field work is included as Appendix A.
- Observable characteristics among the seven potential farmed wetlands include standing water, saturated soils and non-functioning drainageways.
- Documented evidence of previously installed drain tiles, some of which appear to be no longer functioning.

For further evaluation of chronic flooding conditions, JRG interviewed Hubert J. Loftus, Jr., a licensed civil engineer with Manhard Consulting. Manhard Consulting has been engaged by NorthPoint Developers to evaluate the drainage conditions of the existing site and prepare a mitigation plan sufficient to accommodate new development. Mr. Loftus confirmed that the Project Area is subject to chronic flooding that requires substantial mitigation efforts to enable new development and provide regional relief to downstream areas. A summary of conditions and proposed mitigation measures is outlined in Attachment B. *Manhard Letter re: Chronic Flooding 2021 08 10 and Existing Flood Conditions Map*.

Highlights from interviews and follow up letter include:

- Drainage flows from upstream offsite areas have increased over the years from perimeter roadway improvements and upstream building development;
- The 12-inch culvert under Huntley Road is inadequate for current storm events causing water to back up onto the site and spill over into Huntley Road northbound lane.
- To reduce flooding on-site and mitigate off-site flooding impacts downstream, the proposed system requires 4.3 million cubic feet of stormwater storage via naturalized detention basis throughout the development.
- Stormwater management facilities will reduce chronic flooding and outlet flows by 20 percent, providing both on-site and surrounding benefits including to Huntley Road and downstream areas.

Conclusion: The condition of chronic flooding is present to a meaningful degree and reasonably distributed throughout the Vacant Area. Therefore, this factor serves as a qualifying factor for Vacant Area eligibility.

#### 5. Unused or Illegal Disposal Site

Pursuant to the Act, this factor applies if the area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation or dredge sites.

Conclusion: The condition of an Unused or Illegal Disposal Site <u>does not apply</u> to the Vacant Area.

#### 6. Undeveloped Town or Village Center

Pursuant to the Act, this factor applies if, prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Conclusion: The factor of an Undeveloped Town or Village Center <u>does not apply</u> to the Vacant Area.

#### 7. Blighted Improved Area Immediately Prior to Becoming Vacant

Pursuant to the Act, this factor applies if the area qualified as a blighted improved area immediately prior to becoming vacant unless there has been substantial private investment in the immediately surrounding area.

Conclusion: The factor of Blighted Prior to Becoming Vacant <u>does not apply</u> to the Vacant Area.

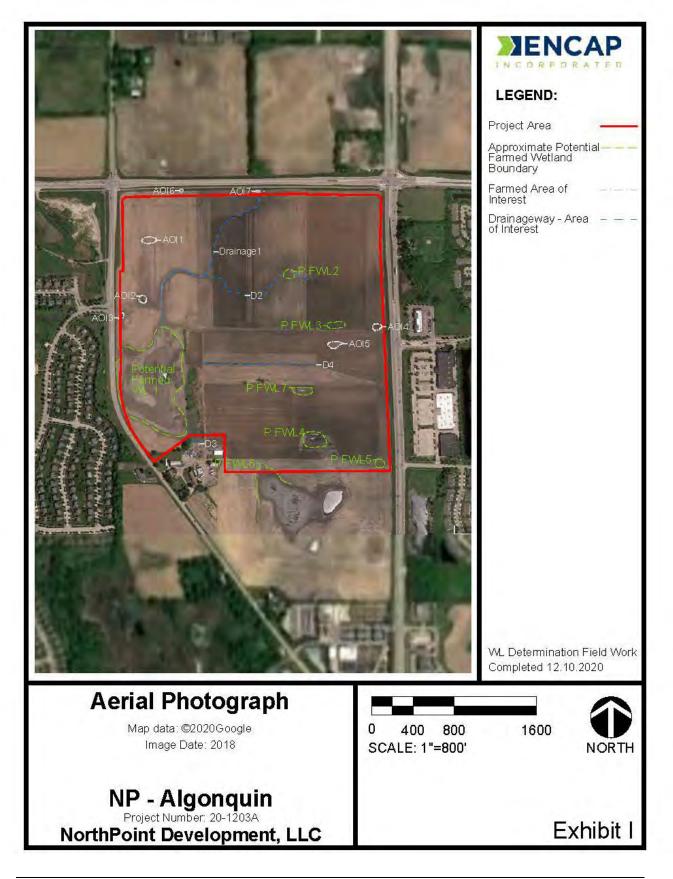
#### IV. DETERMINATION OF PROJECT AREA ELIGIBILITY

The Project Area meets the requirements of the Act for designation as a vacant blighted area.

- The Project Area exceeds the minimum size requirement of 1 ½ acres for a redevelopment project area.
- The Project Area, which contains properties that have been used for commercial agricultural purposes within the 5 years prior to designation, has been properly subdivided in accordance with the Plat Act prior to designation of the Longmeadow/Randall Plan and Project.
- The factor of Chronic Flooding is present in the Vacant Area and has been sufficiently documented in accordance with the TIF Act. The presence of this condition adversely impacts the site and surrounding area.
- The factor of Chronic Flooding is found to be present to a meaningful degree and reasonably distributed within the Vacant Area.
- The Project Area includes only properties that would benefit from inclusion in the redevelopment project area.

The eligibility findings presented in this report indicate that Project Area meets the criteria for qualification as a redevelopment project area under the Act. The Project Area contains properties that are negatively impacted by the presence of the vacant area blight factor described above. The meaningful presence and distribution of this factor throughout the Project Area indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without public action.

#### **APPENDIX A**



#### APPENDIX B



Civil Engineering
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Land Pronning

August 10, 2021

Ann T. Moroney, AICP - President Johnson Research Group 332 South Michigan, 9th Floor Chicago, Illinois 60604

RE: ALGONQUIN CORPORATE CAMPUS EXISTING & PROPOSED DRAINAGE CONDITIONS

Dear Ms. Moroney:

As requested, the following is a summary of the existing drainage conditions of the proposed Northpoint Corporate Campus and surrounding areas and the mitigation measures proposed to alleviate the existing chronic flooding conditions:

#### **Existing Drainage Conditions**

The project site receives drainage flows from Longmeadow Parkway and Randall Road along its north and east perimeter. In addition to the roadway flows, Longmeadow Parkway and Randall Road convey flows from upstream offsite areas. The project site has historically been agricultural land and has traditionally drained via overland flow and field tile in a westerly direction to an existing 12-inch culvert under Huntley Road. The 12-inch culvert is not adequately sized to convey significant storm events and as a result, water can back up onto the site. A portion of the site also drains south to an existing depression with limited downstream flow capacity before discharging to the south.

Over the years, perimeter roadway improvements and upstream development have increased stormwater runoff volumes to the existing site and surrounding area and downstream development has further restricted the drainage outlet capacity. The increased runoff and inadequate downstream drainage capacity have increased flooding conditions on the site and the surrounding areas, including the property to the south and the Huntley Road corridor. As a result, the site and surrounding areas experience chronic flooding.

The Base Flood is the industry standard to quantify flood conditions and to determine flood mitigation requirements. The Base Flood is defined as the flood having a one percent (1%) probability of being equaled or exceeded in a given year. In order to quantify the level of flooding, a hydrologic model was developed to determine the existing Base Flood conditions for the site. The results of the hydrologic model indicate over 7 feet of flooding occurring on site with water levels reaching a Base Flood Elevation of 909.4, encroaching into the Huntley Road northbound lane (see attached Existing Flood Conditions Map).

Menhard Consulting • 700 Springer Drive, Lumbard, Illinois 80148 • 830.6918500 • manhard com

#### **APPENDIX B**

#### **Proposed Conditions & Mitigation Measures**

To alleviate the chronic flooding conditions and provide a regional stormwater benefit to the area, a stormwater management system will be provided in conjunction with the Northpoint Corporate Campus. In order to reduce flooding while not negatively impacting the limited downstream outlet conditions, the proposed system will be required to provide over 4.3 million cubic feet (99.6 acrefeet) of stormwater storage in a series of naturalized detention basins throughout the development. Based on the hydrologic modeling prepared for the post project conditions, the proposed stormwater management facilities will reduce existing Base Flood Elevation by over 2.5 feet and eliminate the current flooding condition at Huntley Road. In addition to the reduction in flooding, outlet flows from the site will be reduced by approximately 20 percent, thereby providing a relief to the limited downstream stormwater system.

In conclusion, the site and surrounding areas, including Huntley Road experience chronic flooding based on the industry standard Base Flood definition. The flooding is caused by runoff from upstream roadways and development and a limited downstream outlet capacity. This flooding will be alleviated in the post development condition by the proposed project stormwater management facilities.

Should you have any questions or require additional information, you can contact me at <a href="mailto:hloftus@manhard.com">hloftus@manhard.com</a> or call at 630-925-1125.

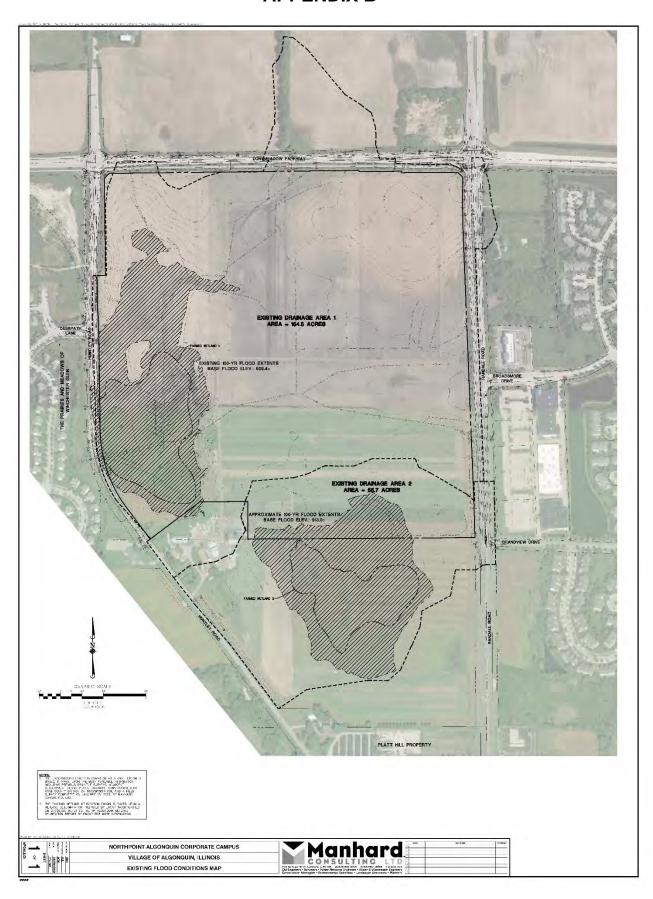
Sincerely,

MANHARD CONSULTING, LTD.

Hubert J. Loftus, PE Senior Project Manager

Xc

#### **APPENDIX B**



#### ORDINANCE NO. 2021-O-\_\_\_\_

#### An Ordinance Designating the Longmeadow and Randall Redevelopment Project Area

WHEREAS, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), authorizes the Village of Algonquin, McHenry and Kane Counties, Illinois (the "Village") to designate a "redevelopment project area" as that term is defined by the Act; and

WHEREAS, the Act authorizes the Village to designate a redevelopment project area only after the Village has held a public hearing on the proposed designation, pursuant to notice by publication and certified mail to interested parties as required by the Act; and

WHEREAS, the Village desires to designate the real property legally described in Exhibit A, attached hereto and incorporated herein, and generally depicted on a boundary map attached hereto and incorporated herein as Exhibit B (the "Redevelopment Project Area"), as a redevelopment project area pursuant to the Act, and the President and Board of Trustees (together, the "Corporate Authorities") find that it is in the Village's best interests to do so; and

WHEREAS, the Area consists of two parcels of real property which comprise in the aggregate not less than 1.5 acres and are located wholly within the municipal boundaries of the Village; and

WHEREAS, pursuant to the Act, Ordinance No. 2021-O-29, entitled "An Ordinance Fixing a Time and Place of a Public Hearing with Respect to Tax Increment Financing Eligibility Study and Development Plan and Project for the Longmeadow/Randall Redevelopment Project Area" which was adopted by the Corporate Authorities on September 14, 2021 ("Ordinance No. 2021-O-29"), and the Village held a public hearing (the "Hearing") on Tuesday, November 2, 2021; and

WHEREAS, in compliance with the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the Hearing was published in the *Northwest Herald*, said newspaper being a newspaper of general circulation within the taxing districts of which taxable property is included in the Redevelopment Project Area; and

WHEREAS, in compliance with the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the Hearing was sent by certified mail on September 15, 2021, to all taxing districts of which taxable property is included in the Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, in compliance with the Act, Ordinance No. 2021-O-29 and all other applicable laws, written notice of the Hearing was sent by certified mail on October 4, 2021, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Redevelopment Project Area or, in the event that any such taxes for the preceding year were not paid, to the persons last listed on the tax rolls within the preceding three years as the owners of such property; and

Randall Redevelopment Project Area," which approved a redevelopment plan and redevelopment project for the Area; and

WHEREAS, the Corporate Authorities further find that it is in the Village's best interests to designate the Redevelopment Project Area as a redevelopment project area pursuant to the Act and that all legal prerequisites for this designation have been fulfilled.

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. The foregoing recitals as contained in the preambles to this Ordinance are true and correct and are hereby incorporated in this Ordinance as if set out in full by this reference.
- SECTION 2. The following described area (or "Redevelopment Project Area") is hereby designated as the Longmeadow and Randall Redevelopment Project Area pursuant to Section 11-74.4-4 of the Act: See Exhibits A and B, attached hereto and incorporated herein.
- SECTION 3. The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.
- SECTION 4. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.
- SECTION 5. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.
- SECTION 6. This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.
- SECTION 7. The Kane County Clerk shall utilize 2021 for determining the total initial equalized assessed value of the Redevelopment Project Area consistent with subsection (a) of Section 11-74.4-9 of the Act.

Voting Aye:	
Voting Nay:	
Abstain:	
Absent:	
	APPROVED:
	Village Descriptions Deliber Continue
4	Village President Debby Sosine
(SEAL)	
ATTEST:	
Village Clerk Fred Martin	
Passed:	<u></u>
Approved:	<u></u>
Published:	
7:\A\AlgonauinVillageof\North Point TIF\Ordinance Designa	uting Project Area docs

### $\underline{\textbf{CERTIFICATION}}$

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.
I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the day of, 2021 the foregoing Ordinance entitled <i>An Ordinance Designating the Longmeadow and Randall Redevelopment Project Area</i> was duly passed by the President and Board of Trustees of the Village of Algonquin.
The pamphlet form of Ordinance No. 2021-O, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the day of, 2021, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.
I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.
Given under my hand and seal of the Village of Algonquin, this day of, 2021.
Fred Martin, Village Clerk Village of Algonquin, McHenry and Kane Counties, Illinois (SEAL)

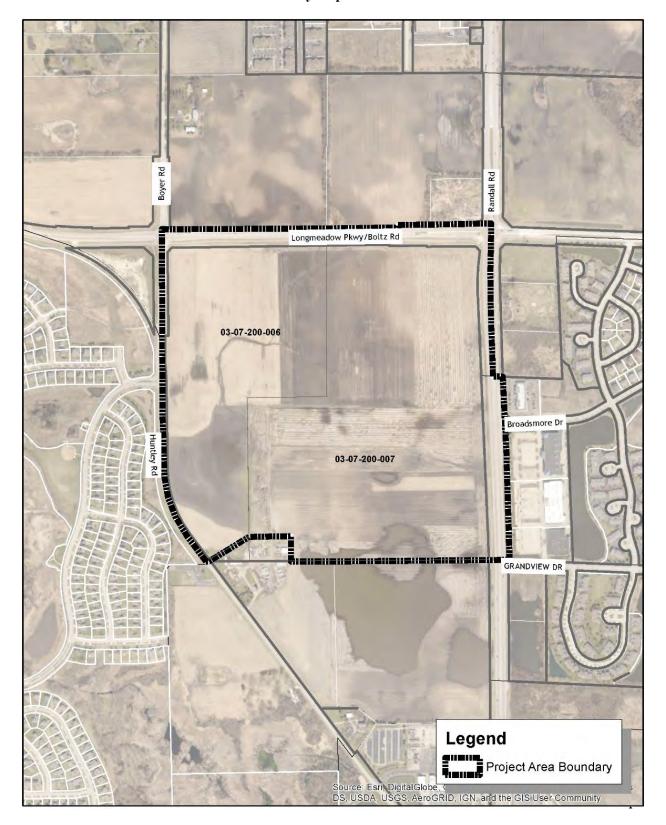
## EXHIBIT A LEGAL DESCRIPTION AND COMMON DESCRIPTION OF THE PROJECT AREA

The Area is assigned property identification numbers 03-07-200-006 and 03-07-200-007 and is generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive and legally described as follows:

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 389.00 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, 880.06 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.

**EXHIBIT B**Boundary Map of the Area



#### ORDINANCE NO. 2021-O-

#### An Ordinance Adopting Tax Increment Financing for the Longmeadow and Randall Redevelopment Project Area

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65
ILCS 5/11-74.4-1, et seq., as amended (the "Act"), on, 2021, the President and
Board of Trustees (together, the "Corporate Authorities") of the Village of Algonquin, McHenry
and Kane Counties, Illinois (the "Village"), adopted Ordinance No. 2021-O, entitled "An
Ordinance Approving the Tax Increment Financing District Eligibility Report and Redevelopment
Area Plan and Project for the Longmeadow and Randall Redevelopment Project Area," which
approved a "redevelopment plan" and "redevelopment project," as those terms are defined in the
Act, for the real property legally and commonly described in Exhibit A, attached hereto and
incorporated herein, and generally depicted on a boundary map attached hereto and incorporated
herein as Exhibit B (the "Redevelopment Project Area"); and
WHIEDEAC on 2021 the Company Anthonities adouted Onlineaus No.
WHEREAS, on, 2021, the Corporate Authorities adopted Ordinance No.
2021-O, entitled "An Ordinance Designating the Longmeadow and Randall Redevelopment
Project Area," pursuant to which the Redevelopment Project Area was designated as a

WHEREAS, the Corporate Authorities desire and find it necessary to adopt tax increment financing, as such term is used in the Act, for the Redevelopment Project Area having been designated as a "redevelopment project area," and that it is in the Village's best interests to do so; and

"redevelopment project area," as that term is defined in the Act; and

WHEREAS, all legal prerequisites to the adoption of such tax increment financing for the Redevelopment Project Area have been fulfilled.

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. The foregoing recitals as contained in the preambles to this Ordinance are true and correct and are hereby incorporated in this Ordinance as if set out in full by this reference.

SECTION 2. Pursuant to the Act, tax increment financing is hereby adopted with respect to the Redevelopment Project Area, and pursuant to the *Ordinance Approving the Tax Increment Financing District Eligibility Report and Redevelopment Area Plan and Project for the Longmeadow and Randall Redevelopment Project Area*, approved and adopted by the Corporate Authorities pursuant to Ordinance No. 2021-O-\_\_\_\_, and the Redevelopment Project Area, which was designated by the Corporate Authorities pursuant to Ordinance No. 2021-O-\_\_\_\_, *An Ordinance Designating the Longmeadow and Randall Redevelopment Project Area*.

SECTION 3. After the total equalized assessed valuation of taxable real property in the Redevelopment Project Area exceeds the total *initial* equalized assessed value of all taxable real property in the Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon real property in the Redevelopment Project Area by taxing districts and the rates determined in the manner provided in Section 11-74.4-9(b) of the Act each year after the effective date of this Ordinance, until the Redevelopment Project Area costs and obligations issued in respect thereto have been paid, shall be divided as follows:

- a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the existing equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the Kane County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment financing.
- b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area shall be allocated to and when collected shall be paid to the Village Treasurer who shall deposit said funds in a special fund called "the Special Tax Allocation Fund for the Longmeadow and Randall Redevelopment Project Area" of the Village for the purpose of paying the Redevelopment Project Area costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

SECTION 4. The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 5. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

SECTION 8. The Kane County Clerk shall utilize 2021 for determining the total initial equalized assessed value of the Area consistent with subsection (a) of Section 11-74.4-9 of the Act.

Voting Aye:	
Voting Nay:	
Abstain:	
Absent:	
	APPROVED:
	Village President Debby Sosine
(CEAI)	Village I resident Debby Sosine
(SEAL)	
ATTEST:	
Village Clerk Fred Martin	
Passed:	
Approved:	
Published:	

# **CERTIFICATION**

Clerk of the Village of Algonquin, McHenry and	at I am the duly appointed, acting and qualified d Kane Counties, Illinois, and that as such Clerk, roceedings of the President and Board of Trustees
Village of Algonquin, held on the day	ing of the President and Board of Trustees of the of, 2021 the foregoing a Increment Financing was duly passed by the f Algonquin.
sheet thereof, was prepared, and a copy of succommencing on the day of	21-O, including the Ordinance and a cover th Ordinance was available in the Village Hall,, 2021, and will continue for at least also available for public inspection upon request
· · · · · · · · · · · · · · · · · · ·	which the attached is a true and correct copy, is fekeeping, and that I am the lawful custodian and
Given under my hand and seal of t, 2021.	the Village of Algonquin, this day of
Vill	d Martin, Village Clerk lage of Algonquin, Henry and Kane Counties, Illinois

#### EXHIBIT A – LEGAL AND COMMON DESCRIPTION OF THE PROECT AREA

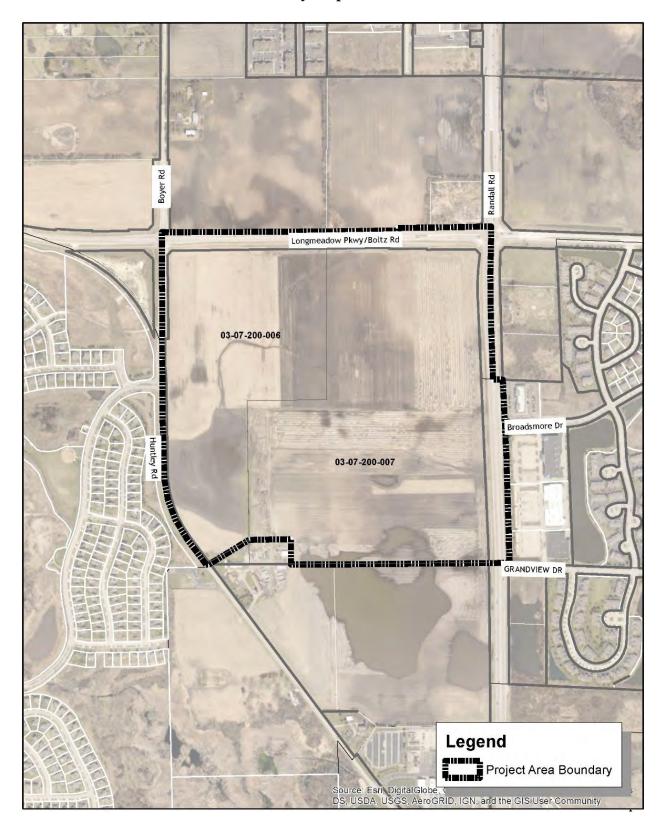
The Area is assigned property identification numbers 03-07-200-006 and 03-07-200-007 and is generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive and legally described as follows:

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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**EXHIBIT B Boundary Map of the Area** 



# ORDINANCE NO. 2021 – O-

# AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF ALGONQUIN AND NORTHPOINT DEVELOPMENT LLC

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; and

WHEREAS, it is in the best interests of the Village of Algonquin, McHenry and Kane Counties, Illinois, that a certain Redevelopment Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference, be entered into; and

WHEREAS, NorthPoint Development, LLC is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

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: That the President be, and is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, duplicate original copy of the Redevelopment Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

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:
	F	AFFROVED.
	7	Village President Debby Sosine
(SEAL)		Ç
ATTEST: _		
	Village Clerk Fred Ma	artin
Passed:		
Approved: _		
Published:		

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2		
3	AFTER RECORDING	
4	RETURN TO:	
5		
6	<b>Community Development</b>	
7	Village of Algonquin	
8	2200 Harnish Drive	
9	Algonquin, IL 60102	
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16		THIS SPACE FOR RECORDER'S USE ONLY
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21		REDEVELOPMENT AGREEMENT
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23		by and between
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25		THE VILLAGE OF ALGONQUIN
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27		and
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29		NORTHPOINT DEVELOPMENT LLC
30		
31	(Pro	operty Located at the Southwest corner of
32		andall Road and Longmeadow Parkway)
33		
34		DATED AS OF, 2021
35		
36	1	PINs: 03-07-200-006 and 03-07-200-007
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# REDEVELOPMENT AGREEMENT by and between THE VILLAGE OF ALGONQUIN

and

# NORTHPOINT DEVELOPMENT LLC (Property Located at the Southwest corner of Randall Road and Longmeadow Parkway)

THIS R	EDE	VELOPM	ENT AG	REEN	IENT (the "	Agreement")	is dated as of	the	day of
-	_, 2	021 (the	"Effect	ive D	ate" as defi	ned herein), a	nd is betwee	n the	VILLAGE OF
ALGONQUIN,	an	Illinois	home	rule	municipal	corporation	("Village"),	and	Northpoint
Development	LLC,	a Misson	uri limit	ed lial	oility compa	ny ("the Deve	eloper").		

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

#### SECTION 1. RECITALS.

- A. The Village is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-64.4-1 et seq, ("TIF Act") to redevelop property and to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.
- B. To induce redevelopment pursuant to the Act, the Village has adopted the following ordinances on \_\_\_\_\_\_, 2021: (1) designating the "Longmeadow and Randall Redevelopment Project Area", totaling approximately 147 acres; (2) approving the Tax Increment Financing Eligibility Report and Redevelopment Area Plan and Project for the Longmeadow and Randall Redevelopment Area"; and (3) adopting Tax Increment Financing for the Longmeadow and Randall Redevelopment Project Area" (items (1)-(3) are collectively referred to herein as the "TIF Ordinances").
- C. The Developer represents to the Village that it is the contract purchaser of certain real property within the Longmeadow/Randall TIF consisting of the majority of two parcels currently assigned PINs 03-07-200-006 and 03-07-200-007 totaling approximately 132 acres (the "Subject Property"). The Subject Property is legally described and depicted in **Exhibit A** hereto.
- **D.** The Village desires for the Subject Property to be redeveloped with the "New Improvements" in accordance with the "Plans" as such terms are defined herein.
- E. The Village has determined that (i) it is necessary for the successful completion of the New Improvements that the Village enter into this Agreement with the Developer, (ii) it is economically infeasible for the Developer to undertake the New Improvements without the various development incentives provided for in this Agreement, and (iii) it is desirable and in the Village's best interests to assist the Developer in the manner set forth herein to construct the New Improvements.

- F. The Village is desirous of having the Subject Property developed (i) to eliminate vacant blight factors found on the Subject Property, (ii) to provide for the construction of the New Improvements, and (iii) to produce increased tax revenues for the various taxing districts authorized to levy taxes upon the Subject Property through the use of tax increment allocation financing for redevelopment projects.
- **G.** The Developer and the Village desire (i) to establish by this Agreement the terms and conditions for the New Improvements, and (ii) that the Subject Property be developed and used only in compliance with this Agreement and in compliance with the Requirements of Law.

#### SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Actual Total Costs": shall mean those amounts expended by the Developer to construct the Project as contemplated by Exhibit E hereto.

"<u>Act</u>": shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seg.

"Annexation Agreement": shall mean that certain annexation agreement between the Village and the Developer.

"Approved Assignee": A person or entity (i) to whom or to which the Developer desires to assign its rights or obligations under this Agreement and (ii) that has been approved as an assignee by the Village, in its sole discretion, in advance of such assignment and in writing in the form attached hereto as Exhibit B. The Village agrees that it shall not unreasonably withhold its approval if the Developer assigns its rights under this Agreement to any entity of which the Developer, NorthPoint Holdings, LLC, or NPD Management, LLC is a member, provided that there is no breach of the Annexation Agreement, this Agreement, and the terms of the assignment and the rights and responsibilities of the assignor and assignee are made known to the Village.

"Approved Documents": The following documents: (i) this Agreement; (ii) the "Plans"; and (iii) all other documents approved by the Village for the New Improvements pursuant to Requirements of Law.

"Approved Eligible Redevelopment Project Costs": This term is defined in Section 3(C).

"Building Area": The area included within surrounding exterior walls or exterior and fire walls, exclusive of vent shafts and courts. Areas of the building not provided with surrounding wall shall be included in the building area if such areas are included within the horizontal projection of the roof or floor above.

<u>"Buildings"</u>: shall mean the five buildings to be constructed on the Subject Property, as may be amended by approval of the Village in its sole discretion.

"Building 1": shall mean that structure designated as Building 1 on the Phasing Plan.

"Building 2": shall mean that structure designated as Building 2 on the Phasing Plan.

"Corporate Authorities": The President and Board of Trustees of the Village.

"Eligible Redevelopment Project Costs": mean those improvements of the Project which (i) qualify as Redevelopment Project Costs under the Act, (ii) are eligible costs under the Redevelopment Plan, and (iii) the Village has agreed to pay for out of Net TIF Increment. The categories of costs identified as Eligible Redevelopment Project Costs are included in Exhibit C attached hereto and made a part hereof relating to the construction of the Buildings and New Improvements to the extent permitted by the Act; and all in accordance with the amounts outlined in Section 3(A) of this Agreement.

"Incremental Property Taxes": means the ad valorem taxes, if any, arising from the taxes levied upon the Subject Property above in the Longmeadow/Randall TIF by any and all taxing districts having the power to tax real property in such TIF district, which taxes are attributable to the increase in the then current equalized assessed value of each taxable lot, block, tract or parcel of real property in the TIF district over and above the total initial equalized assessed value of each such piece of property, all as determined by the County Clerk of Kane County, Illinois as provided in TIF Act.

<u>"New Improvements"</u>: shall mean i) excavation of the Subject Property, ii) on site and off site public water, sanitary sewer and storm sewer facilities, iii) on site and offsite public roadway improvements, iv) establishing stormwater management, flood mitigation and erosion control measures, v) establishing public street lighting, vi) landscaping on public areas and vii) extension of all necessary offsite utilities to the Subject Property and all other improvements depicted or contemplated in the Plans.

<u>"Phase 1 New Improvements"</u>: shall mean all New Improvements depicted or contemplated in phase 1 of the phasing plan attached hereto as Exhibit F (the "Phasing Plan").

<u>"Phase 2 New Improvements"</u>: shall mean all New Improvements depicted or contemplated in phase 2 of the Phasing Plan.

#### "Plans": shall mean:

The Preliminary Engineering Plans (6 sheets), titled "Proposed Improvements for Algonquin Corporate Campus" prepared by Manhard Consulting, Ltd. with latest revision date of 8/23/21 including:

- Sheet 1 "Title Sheet";
- b. Sheet 2 "Existing Conditions and Demolition Plan";
- c. Sheet 3 "Overall Site Plan";
- d. Sheet 4 "Utility Plan";

- e. Sheet 5 "Grading and Drainage Plan"; and
- f. Sheet 6 "Construction Details";

The Wetland Delineation Report prepared by Encap Incorporated dated 7/9/2021; and

The Preliminary Landscape Plan (9 sheets), titled "Algonquin Industrial Park" prepared by Manhard Consulting, Ltd. with latest revision date of 8/23/21 including:

- a. Sheet 1 "Cover Page";
- b. Sheet 2 "Overall Landscape Plan";
- c. Sheet 3 "NW Landscape Plan";
- d. Sheet 4 "W Landscape Plan";
- e. Sheet 5 "SW Landscape Plan";
- f. Sheet 6 "NE Landscape Plan";
- g. Sheet 7 "E Landscape Plan";
- h. Sheet 8 "SE Landscape Plan"; and
- Sheet 9 "Landscape Specifications".

Such documents are incorporated herein by reference. To the extent that any final engineering plan is submitted by the Developer for any portion of the Subject Property and approved by the Village, such final engineering plan shall supercede the applicable preliminary engineering set forth above and control and govern the improvements to be constructed for the relevant area.

"<u>Project</u>": shall mean each and every improvement on the Plans for the Subject Property as well as the final plan or plat, including but not limited to the New Improvements and the Buildings, which shall substantially conform to the preliminary engineering plans and preliminary plan or plat except to the extent approved by the Village in its sole discretion.

"Redevelopment Plan": shall mean the Longmeadow and Randall Tax Increment Financing Redevelopment Area Plan and Project.

"Requirements of Law": All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, including regulations, as they may be adopted, amended, or changed from time to time, including all Village Laws.

"<u>TIF Act</u>": The Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq.

"<u>TIF District</u>": The Longmeadow and Randall Redevelopment Project Area created by the TIF Ordinances.

"<u>Transferee Assumption Agreement</u>": An enforceable written agreement, in substantially the form attached as Exhibit B to this Agreement, pursuant to which an Approved Assignee agrees to be bound by the provisions of this Agreement.

"<u>Village Laws</u>": The Village Code of Ordinances, including the Zoning Ordinance, and all other applicable ordinances, codes, rules, and regulations of the Village as they exist as of the Effective Date and as they may be amended from time to time thereafter.

"Zoning Ordinance": Chapter 21 of the Village Code of Ordinances.

#### SECTION 3. TAX INCREMENT FINANCING ASSISTANCE

The Village agrees to provide the following to the Developer, provided that the conditions precedent and subsequent set forth herein are completed, time being of the essence, and that the Developer has not breached this Agreement with the Village, solely from the "Net TIF Increment" (as such term is hereinafter defined):

- A. <u>Generally</u>. Subject to the terms, conditions and restrictions of this Agreement, the Village shall reimburse the Developer for Eligible Redevelopment Project Costs, in the amounts described below (the "Maximum Reimbursement") to pay for the costs of the New Improvements:
  - i. The Maximum Reimbursement is the lesser of:
    - (i) \$20,996,000,
    - (ii) 17.1144% of the actual total costs for the Project, as set forth in Exhibit E, not to exceed 17.1144% of the actual total costs of each Phase, or
    - (iii) 100% of Eligible Redevelopment Project Costs for the Project, not to exceed 100% of the Eligible Redevelopment Project Costs for each Phase.

The term of the Agreement shall be 17 years. Assuming the Longmeadow and Randall Tax Increment Financing Redevelopment Area was adopted in 2021, the final payment to the Developer shall be no later than December 31, 2038, regardless of whether the full Maximum Reimbursement has been disbursed.

ii. Under no circumstance shall any Net TIF Increment be paid to the Developer for items that are not considered Eligible Redevelopment Project Costs as set forth in this Agreement and as set forth in the TIF Act. In addition, in no event shall the Net TIF Increment paid to the Developer by the Village exceed the Maximum Reimbursement. The exact amount of the reimbursement to the Developer from the Net TIF Increment alone will be the actual cost incurred by the Developer for Eligible Redevelopment Project Costs for the New Improvements as reviewed and approved by the Village (such review and approval to be solely for the purpose of confirming such costs are Eligible Redevelopment Project Costs), and provided the New Improvements are completed, but not to exceed the Maximum Reimbursement. No interest shall accrue on any Eligible Redevelopment Project Costs.

Payment is contingent upon the Developer being paid only with the "Net TIF Increment" generated from the Subject Property and the conditions precedent herein.

The Parties agree that this Agreement shall have no effect and be null and void unless the Developer acquires title to the Subject Property no later than December 31, 2021.

- iii. No Liability of the Village to Others for the Developer's Expenses. The Village shall have no obligation to direct payments to any other contractor, subcontractor, mechanic, or materialman providing services or materials for the New Improvements in and upon the Subject Property.
- iv. <u>Reimbursement of Village Costs.</u> From the 40% of the Incremental Property Taxes the Village may:
  - Reimburse itself for the administrative costs and expenses allowable pursuant to the TIF Act;
  - b) Incur any other TIF Eligible Costs as allowed pursuant to the TIF Act; and
  - Declare a surplus of the remaining amounts after the payments of costs in
     a) and b) above
- **B.** Reimbursement. The Village shall cause payment from the Net TIF Increment to the Developer to reimburse the Developer for the reimbursable expenses described in paragraph 3(A) above incurred with respect to the New Improvements, up to the Maximum Reimbursement amount, as follows:
- i. Beginning the tax year after the Developer completes the Phase I New Improvements on the Subject Property, the Developer shall be entitled to receive, on an annual basis, payment of the "Net TIF Increment," as defined below, generated by the Subject Property alone, contingent upon such Net TIF Increment having been received by the Village, not to exceed the Maximum Reimbursement.
- ii. "Net TIF Increment" shall mean sixty percent (60%) of the TIF increment generated from the Subject Property alone during the term of Longmeadow/Randall TIF but under no circumstances less any Incremental Property Taxes that are already necessary to comply with mandatory payments to other taxing districts required by TIF Act or any intergovernmental agreement, or other Incremental Property Taxes required to be declared surplus or otherwise to be paid by the Village. the Developer shall not be entitled to any additional compensation beyond the Net TIF Increment received even if the Longmeadow/Randall TIF expires prior to the Developer receiving the Maximum Reimbursement contemplated in subparagraph 3(A) above. To the extent that there are any filings for Certificates of Error, PTAB appeals or Circuit Court adjudications relating to property taxes on all or part of the Subject Property, to the extent that there is a rebate of property taxes, such amounts shall be deducted from the Net TIF Increment otherwise due the Developer.
- iii. On each November 1 of each year commencing with November 1, 2022 (each an "Accounting Date"), the Village shall determine the amount of Net TIF Increment that has been received to such Accounting Date. The Village shall deposit the Net TIF Increment determined on each Accounting Date in the TIF Fund no later than December 31 of each calendar

year of such Accounting Date, if the Phase I New Improvements have been completed and the costs certified by the Village Engineer and the Net TIF Increment are received by the Village. Prior to the first payment, the Developer shall provide the Village supporting documentation (as well as any other documentation reasonably requested by the Village) of the TIF eligible redevelopment expenses, as set forth in **Exhibit C**, for the New Improvements. In order to continue receiving the Net TIF Increment, the Developer shall construct the New Phase I and II Improvements and Buildings 1 and 2 in accordance with the deadlines set forth in this Agreement. Time is of the essence.

- iv. Nothing in this Agreement shall obligate the Village to pay any amount other than those property taxes actually generated by the Subject Property and received by the Village as the Net TIF Increment, nor obligate the Village to pay any Net TIF Increment contrary to Illinois law. Nothing in this Agreement shall obligate the Village to pay the Developer in any instance where the Developer has not paid the full property tax due on the Subject Property.
- v. For the remainder of the term of the TIF District, the Developer agrees that it shall be a condition of the Village's obligation to pay Net TIF Increment to the Developer per the terms and conditions of this Agreement. The Developer further covenants that it will not utilize any portion of the Subject Property for residential apartments or condominium or any other residential use. This provision is a covenant which shall run with the Subject Property for the remaining term of this Agreement.
- C. Procedure for Reimbursement of Eligible Redevelopment Project Costs. For reimbursement of Eligible Redevelopment Project Costs in accordance with this Agreement, the Developer shall submit to the Village written invoices or other documentation evidencing the Developer's expenditure of Eligible Redevelopment Project Costs, and a statement certifying such submission, in the form attached hereto as Exhibit D ("Form of Reimbursement Request"), not more than once per quarter to the Village. Each Reimbursement Request shall be accompanied by (i) a detailed description to determine eligibility; (ii) an inspection report by a Village representative if the cost incurred is for a physical improvement, the cost of such inspection shall be paid for by the Developer; (iii) sworn statements and lien waivers for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person included in the Eligible Redevelopment Project Costs for which reimbursement is sought; (iv) bills, contracts, and invoices relative to the Eligible Redevelopment Project Costs; and (v) other documents or information that the Village shall reasonably require to evidence appropriate payment of Eligible Redevelopment Project Costs. The Village shall approve or disapprove a Reimbursement Request within thirty (30) days after its receipt of all required documents or such other time frame beyond thirty (30) days which is acceptable to the Developer; provided, the Village may disapprove a Reimbursement Request if the requirements for reimbursement set forth in this Agreement have not been satisfied or the Developer has not completed other obligations in accordance with the deadlines in this Agreement. Such approval will be evidenced by the Village's adoption of a resolution approving such Reimbursement Request ("Approval Resolution") identifying which Eligible Redevelopment Project Costs identified in the Reimbursement Request have been approved for payment ("Approved Eligible

Redevelopment Project Costs"), it being acknowledged and agreed that all Eligible Redevelopment Project Costs which are included in a Reimbursement Request shall be approved for payment if the Reimbursement Request and its accompanying documents, and the construction to the date of the Reimbursement Request, conform to the requirements of this Agreement. If the Village finds an error or deficiency in any Reimbursement Request itself, the Village shall specify such error or deficiency in reasonable detail within thirty (30) days after the date the Village receives the Reimbursement Request.

The Village may reimburse the Developer, pursuant to the Agreement, for Eligible Redevelopment Cost incurred prior to the execution of this Agreement, if the Developer provides expense documentation acceptable to the Village and to the extent provided in this Agreement. The Village shall include such Eligible Redevelopment Cost expenses within the first reimbursement request, provided the Developer has documented these costs in a manner acceptable to the Village.

#### D. Defaults and Remedies.

- i. The occurrence of any one or more of the following events, shall constitute an "Event of Default" by the Developer hereunder:
- (i) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any other agreement with the Village;
- (ii) the making or furnishing by the Developer to the Village of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or the Annexation Agreement with the Village which is untrue or misleading in any material respect;
- (iii) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;
- (vi) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not

constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

- (v) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and if effect for sixty (60) days after such entry without a stay of enforcement or execution;
- ii. Upon the occurrence of an Event of Default, the Village may pursue any or all of the following remedies: terminate this Agreement and any other agreements to which the Village and the Developer are or shall be parties, suspend disbursement of the Net TIF Increment, and/or obtain reimbursement of the Net TIF Increment funds paid. The Village may, by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

# SECTION 4. LIABILITY AND INDEMNITY OF VILLAGE.

- A. <u>Village Review</u>. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Subject Property or the New Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Subject Property or the New Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.
- B. No recourse under or upon any obligation, covenant, or agreement or for any monetary claim based thereon or otherwise in respect thereof shall be had by the Developer against the Village, its officers, agents, and employees, in excess of the Net TIF Increment which has been received by the Village, subject to the terms and conditions herein, and no liability, right, or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, and employees other than the Net TIF Increment, and all and any such rights or claims of the Developer against the Village, its officers, agents, and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- C. <u>Village Procedure</u>. The parties acknowledge and agree that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.

#### SECTION 5. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

- A. <u>Term</u>. This Agreement shall terminate upon the earliest of the following to occur: i) the Developer receiving the Maximum Reimbursement or ii) the expiration of the TIF District or iii) the Village ceasing to receive the Net TIF Increment or iv) 17 years from the establishment of the TIF District. In addition, this Agreement will terminate at the Village's option in its sole discretion with no liability to the Village if the Subject Property or any portion thereof is owned by any person or entity other than the Developer, an Approved Assignee, or an owner-occupier, prior to the completion of the New Improvements and all the Buildings.
- B. Assignment of Rights and Obligations. The Developer may assign its rights and obligations under this Agreement only to an Approved Assignee, subject to and contingent upon the Village's approval which may be withheld in its sole discretion. Upon an Approved Assignee becoming bound to the obligations created in this Agreement, including the execution by an Approved Assignee of a Transferee Assumption Agreement in the form included as Exhibit B and presented to the Village Board for its consideration, the liability of the Developer for such obligations shall be released to the extent of the Approved Assignee's specific and express assumption of such liability.
- C. Recordation; Binding Nature. This Agreement shall be recorded against the Subject Property and this Agreement and all obligations and rights of the Developer under this Agreement shall run with the Subject Property and each portion thereof and bind and benefit the Developer, an Approved Assignee, or any other future fee simple developer of the Subject Property approved by the Village. However, this Agreement is subject to termination by the Village if the Developer conveys the Subject Property or any portion thereof to any person or entity that is not an Approved Assignee or an owner-occupier, prior to the completion of the New Improvements and all the Buildings and no further Net TIF Increment shall be paid. The Developer shall remain liable for any breach of this Agreement that occurs while it owns the Subject Property or any portion thereof. If this Agreement is terminated, then any party may record a release of this Agreement.
- D. <u>Notice; Transferee Assumption Agreement</u>. To assure that an Approved Assignee has notice of this Agreement and the obligations created by it, the Developer shall:
  - notify the Village in writing at least 30 days prior to any date upon which the Developer transfers a legal or beneficial interest in any portion of the Subject Property to any Approved Assignee; and
  - (ii) incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Subject Property to any Approved Assignee as well as any other agreement between the Developer and the Village; and
  - (iii) require, prior to the transfer of all or any portion of the Subject Property or any legal or equitable interest therein to an Approved Assignee, the Approved Assignee to execute a Transferee Assumption Agreement.

The failure of the Developer, to provide the Village with a fully executed copy of a Transferee Assumption Agreement required above shall result in the Developer remaining fully liable for all of its obligations under this Agreement but shall not relieve the Approved Assignee of its liability for all such obligations as a successor to the Developer.

#### SECTION 6. DEVELOPMENT OF THE SUBJECT PROPERTY.

A. The Village agrees to expeditiously review plans and specifications for the Subject Property (which is contemplated to be constructed in phases) and to approve or reject plans in writing within 15 business days of submittal. The Village agrees to provide written notice to the Developer within the normal course of their approval process, not to exceed 15 business days. Material changes to the final engineering plans previously approved by the Village for the Subject Property (or any phase thereof) shall require the approval of the Village. In any case where the approval or consent of the Village is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed.

The Developer agrees that is shall complete construction of the following items by the deadlines set forth below:

Phase I	Completion Deadline
Phase I New Improvements	December 31, 2023
Building 1	September 30, 2023
Building 2	September 30, 2024
Phase II	
Phase II New Improvements	December 31, 2026

Each of Buildings 1 and 2 shall be deemed completed if it is constructed in accordance with all Village Laws and receives a certificate of occupancy.

The parties agree that Building 1 and Building 2 shall have at least 675,000 square footage of Building Area.

The parties agree that time is of the essence.

- **B.** Prior to the commencement of the roads to be dedicated to the Village on the Subject Property, the Developer shall require that the general contractor be bonded for its payment by a surety having an AA rating or better using a bond approved by the Village. The Village shall be named as obligee or co-obligee on any such bond.
- C. If the Developer fail to complete any of the New Improvements in a timely manner, then the Village has, but shall not be limited to, any of these following rights and remedies:

- i. the right to terminate this Agreement and cease all disbursement of Net TIF Increment not yet disbursed pursuant hereto;
- ii. the right (but not the obligation) to complete those New Improvements that are public improvements and to pay for the costs for TIF Eligible improvements out of the Net TIF Increment. In the event that the aggregate cost of completing such improvements exceeds the amount of the Net TIF Increment available the Developer shall reimburse the Village for public improvements in excess of the Net TIF Increment; and
  - iii. reimbursement of the Net TIF Increment from the Developer.
- D. Prior to commencement of the New Improvements, the Developer shall provide and maintain, at the Developer's expense, the insurance coverage and requirements set forth below:
- i. Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.
- ii. <u>Commercial General Liability</u> (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Village is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly form the work.
- iii. <u>Construction.</u> Prior to the construction of any portion of the New Improvements, the Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the New Improvements to procure and maintain the following kinds and amounts of insurance:
  - (i) <u>Workers Compensation and Employers Liability.</u> Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.
  - (ii) <u>Commercial General Liability</u> (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground,

separation of insureds, defense, and contractual liability (with no limitation endorsement). The Village is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the construction of the New Improvement.

- (iii) <u>Automobile Liability</u> (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the construction of the New Improvement and/or any of the Buildings 1-5, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, non-contributory basis.
- (iv) All Risk/Builders Risk. When the Developer undertakes any Construction of the New Improvement, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the construction of the New Improvements.
- (v) <u>Professional Liability.</u> Whan any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$10,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of construction of the New Improvement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- iv. <u>Post Construction.</u> All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility.
- v. Other Requirements. The Developer must furnish the Village Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Village to obtain certificates or other insurance evidence from the Developer is not a waiver by the Village of any requirements for the Developer to obtain and maintain the specified coverages. Non-conforming insurance does not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions constitute a violation of the Agreement, and the Village retains the right to stop work and/or suspend payments of Net TIF Increment until proper evidence of insurance is provided.

The insurance must provide for 30 days prior written notice to be given to the Village in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on reference insurance coverages must be borne by the Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the Village, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by the Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the Village do not contribute with insurance provided by the Developer under this Agreement.

The required insurance to be carried is not limited by an limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Developer must require its general contractor and subcontractors to provide the insurance required herein, or the Developer may provide the coverages for its contractor and subcontractors. All contractors and subcontractors are subject to the same insurance requirements of the Developer unless otherwise specified in this Agreement.

## SECTION 7. INDEMNIFICATION.

- i. General Indemnity. The Developer agrees to indemnify, pay defend and hold the Village and its elected and appointed officials, employees, agents and affiliates (individually and "A Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suites, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:
  - (i) The Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
  - (ii) The Developer's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the TIF-Eligible improvements or any other improvement on the Subject Property or proximately there; or

- (iii) the existence of any material misrepresentation or omission in this Agreement; or
- (iv) The Developer's failure to cure any misrepresentation in this Agreement or any other agreement with the Village;

provided, however, that the Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, the Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out this this Section 7 shall survive the termination of this Agreement.

# SECTION 8. THE DEVELOPER REPRESENTATIONS, COVENANTS, AND WARRANTIES.

The Developer, and each person executing this Agreement on behalf of the Developer, represent, warrant, and covenant, as of the date of this Agreement, that:

- (i) The Developer is a Missouri limited liability company, duly organized, validly existing, qualified to do business in Illinois and is in good standing with the Secretary of State's office;
- (ii) The Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement;
- (iii) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary limited liability company action, and does not and will not violate its operating agreement, as amended and supplemented, or any applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Developer is now a party or by which the Developer is now or may become bound;
- (iv) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting the Developer which would impair its ability to perform under this Agreement; and
- (v) The Developer shall apply for and shall maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the New Improvements as required by this Agreement.

All warranties, representations, covenants and agreements of the Developer contained in this Section 6 and elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery, and acceptance hereof by the parties hereto.

# SECTION 9. ENFORCEMENT.

The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against any elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys of or for the Village, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement beyond any amount of the Net TIF Increment. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Subject Property if the Developer has failed or refused to meet fully any of its obligations under this Agreement more than 15 days after the Developer has received written notice of such failure or refusal. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

#### SECTION 10. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i), personally; (ii) by overnight delivery via a reputable overnight courier; or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (i) actual receipt; (ii) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (iii) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Algonquin 2200 Harnish Drive Algonquin, Illinois 60102 Attention: Village Manager Tim Schloneger timschloneger@algonquin.org With a copy to:
Kelly A. Cahill
Zukowski, Rogers, Flood and McArdle
50 Virginia Street
Crystal Lake, Illinois 60014
kcahill@zrfmlaw.com

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Developer: NorthPoint Development, LLC

4825 NW 41st Street, Suite 500

Riverside, MO 64150

Attn: David Salinas, Nathaniel Hagedorn, Tom George, General Counsel

dsalinas@northpointkc.com

Copy to: Peter C. Bazos

71

Bazos, Freeman, Schuster & Pope, LLC

1250 Larkin Avenue, Suite 100

Elgin, Illinois 60123

pbazos@bazosfreeman.com

- B. <u>Time of the Essence; Calendar Days</u>. Time is of the essence in the performance of all terms and provisions of this Agreement. Unless otherwise provided in this Agreement, any reference to "day" or "days" shall mean calendar days and not business days. If the date required for the giving of any notice or the performance of any obligation falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
- C. <u>Rights Cumulative</u>. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- **D.** <u>Non-Waiver</u>. Neither the Village nor the Developer shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village or the Developer to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the Village's or the Developer's right to enforce such right or any other right.
- E. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Illinois, without regard to its conflicts of laws rules, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois.

- F. <u>Severability</u>. If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- **G.** No Superceding Annexation Agreement. This Agreement does not supercede, abrogate, modify or replace in any way the Annexation Agreement between the Village and the Developer
- **H.** <u>Exhibits</u>. Exhibits A through E attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.
- I. <u>Amendments and Modifications</u>. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- J. <u>No Third Party Beneficiaries</u>. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or Northpoint.
- K. <u>Counterparts</u>. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date first above written.

ATTEST:	VILLAGE OF ALGONQUIN, an Illinois home rule municipal corporation		
	Ву:		
Village Clerk Fred Martin	Village President Debby Sosine		

## List of Exhibits:

Exhibit A Legal description and depiction of the Subject Property
Exhibit B Form of Transferee Assumption Agreement
Exhibit C Redevelopment Project Costs
Exhibit D Form of Reimbursement Request

Exhibit E Project Budget Exhibit F Phasing Plan

# **ACKNOWLEDGEMENT**

STATE OF ILLINOIS	)		
	) SS.		
COUNTY OF MCHENRY	)		
The foregoing instr	ument was acknowledge	ed before me on	, 2021, b
Debby Sosine, Village Pres corporation, and by Fred N		The state of the s	Illinois home rule municipa corporation.
Given under my ha	nd and official seal this _	day of	, 2021.
		Signature of No	tary
SEAL			
My Commission expires:			

ATTEST:			NORTHPOINT	DEVELOPMENT, LLC	
		By:			
			Manager Nath	naniel Hagedorn	
		ACKNOWLED	GEMENT		
STATE OF ILLINOIS	)				
	) SS.				
COUNTY OF	)				
which individual is k as such officer of the same as his free and Company, for the us	known to me the Company for divoluntary access and purpo	to be the identication and on behaled and deed, and sees therein ment	I person who sign f of said Compa as the free and sioned.	THPOINT DEVELOPMI gned the foregoing ins any, and that he exect voluntary act and dee	trument uted the
Given under	my hand and	official seal this	day of	, 2021.	
			Signature of N	lotary	
SEAL					
My Commission eve	iros.				

# **EXHIBIT A**

#### LEGAL DESCRIPTION OF SUBJECT PROPERTY

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 19 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 30 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 SIX (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1,753.25 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 NON-TANGENT CURVE; (6) THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11,360.00 FEET SUBTENDING A CHORD BEARING NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, A CHORD DISTANCE OF 212.01 FEET AND AN ARC DISTANCE OF 212.01 FEET TO A NON-TANGENT LINE (7) THENCE SOUTH 44 DEGREES 34 MINUTES 58 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDAL ROAD PER DOCUMENT 97K057323 AND A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5,816.15 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 22 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 389.20 FEET AND AN ARC DISTANCE OF 389.27 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS WEST, 1901.65 FEET TO A POINT OF NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID SOUTH RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 10.849.42 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A CHORD DISTANCE OF 238.35 FEET AND AN ARC DISTANCE OF 238.35 FEET TO A NON-TANGENT LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1,593.69 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST, 264.45 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET, THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.17 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 SOUTHWEST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 573.02 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 SOUTHEAST HAVING A RADIUS OF 1,179.27 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 125.17 FEET AND AN ARC DISTANCE OF 125.23 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 42 SECONDS WEST, 248.16 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, 680.06 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.

#### EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

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 30 SECONDS EAST ALONG THE NORTH LINE OF SAID. NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) 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, 232.63 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 67.37 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID SOUTH RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 11,360.00 FEET SUBTENDING A CHORD BEARING NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, A CHORD DISTANCE OF 212.01 FEET AND AN ARC DISTANCE OF 212.01 FEET TO A NON-RADIAL LINE AND A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE (5) THENCE SOUTH 44 DEGREES 34 MINUTES 58 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5,816.15 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 22 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 389.20 FEET AND AN ARC DISTANCE OF 389.27 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST, 939.59 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 37 SECONDS WEST, 25.00 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 37 SECONDS WEST, 70.71 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 37 SECONDS WEST, 25.23 FEET; THENCE SOUTH 83 DEGREES 35 MINUTES 08 SECONDS WEST, 240.44 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 13 SECONDS WEST, 224.38 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40.00 FEET SUBTENDING A CHORD BEARING NORTH 34 DEGREES 23 MINUTES 56 SECONDS WEST, A CHORD DISTANCE OF 65.81 FEET AND AN ARC DISTANCE OF 77.29 FEET TO A NON-RADIAL LINE; THENCE NORTH 20 DEGREES 10 MINUTES 54 SECONDS EAST, 386.82 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 533.00 FEET SUBTENDING A CHORD BEARING NORTH 08 DEGREES 56 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF 207.71 FEET AND AN ARC DISTANCE OF 209.04 FEET TO A RADIAL LINE; THENCE NORTH 02 DEGREES 17 MINUTES 23 SECONDS WEST, 526.63 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 333.00 FEET SUBTENDING A CHORD BEARING NORTH 20 DEGREES 16 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 205.58 FEET AND AN ARC DISTANCE OF 208.99 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 167.00 FEET SUBTENDING A CHORD BEARING NORTH 22 DEGREES 02 MINUTES 43 SECONDS WEST, A CHORD DISTANCE OF 93.20 FEET AND AN ARC DISTANCE OF 94.46 FEET TO A NON-RADIAL LINE; THENCE NORTH 43 DEGREES 32 MINUTES 08 SECONDS EAST; 34.88 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

#### 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

# SUBMITTED BY/RETURN TO:

# SURVEY PREPARED FOR

NORTHPOINT DEVELOPMENT 010 HIGHLAND PARKWAY, SUITE 440 DOWNERS GROVE, IL 60515

#### GENERAL NOTES

DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF

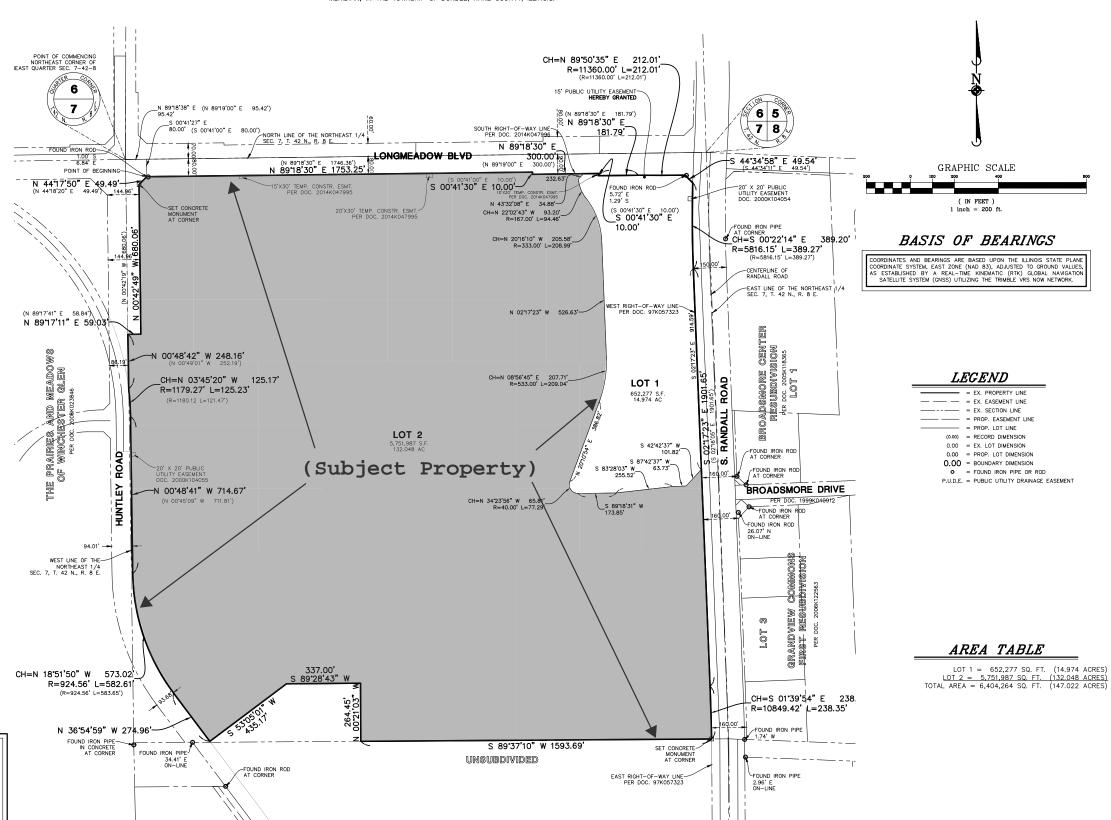
- NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

- ☐ DENOTES CONCRETE MONUMENTS TO BE SET. CONCRETE MONUMENTS SHOWN ON SHEET
- THE LOTS CREATED BY THIS PLAT ARE SUBJECT TO THE DEVELOPMENT RESTRICTIONS SET FORTH ON SHEET 2 OF THIS PLAT.

# FINAL PLAT

# NORTHPOINT ALGONQUIN **CORPORATE CAMPUS**

OF
THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.



KKKKKK

EXHIBIT A

O

CAMP ALGONQUIN CORPORATE

PLAT OF SUBDIVISION ALGONQUIN, IL

PROJ. MGR.: BAS PROJ. ASSOC.: STP DRAWN BY: STP

DATE: 07/28/
SCALE: 1" = 2 07/28/21 1" = 200'

SHEET OF NPDALIL01

#### **EXHIBIT B**

#### FORM OF TRANSFEREE ASSUMPTION AGREEMENT

THIS TRANSFEREE ASSUMPTION AGREEMENT (this "Agreement") is made as of this day of, 2021, by, between and among NORTHPOINT DEVELOPMENT,
LLC, an Illinois limited liability company ("Owner"), [TRANSFEREE] ("Transferee") and the Village of Algonquin, Illinois, an Illinois municipal corporation (the "Village").
WITNESSETH:
WHEREAS, pursuant to that certain real estate sale contract dated, 20, the Transferee agreed to purchase from the Owner certain real property situated in Kane County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("the Subject Property"); and
WHEREAS, following the conveyance of the Subject Property by the Owner, the Transferee will be the legal owner of the Subject Property; and
WHEREAS, as a condition to the conveyance of the Subject Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Redevelopment Agreement, dated, 20 by and between the Village and Owner, and recorded in the
Office of the Kane County Recorder on
NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, the Owner, and the Transferee as follows:
Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

- 2. <u>Assumption of Obligations</u>. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and managers, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Redevelopment
- Agreement, including all exhibits and attachments thereto.
- 3. <u>Assurances of Financial Ability</u>. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village the security required by the Redevelopment Agreement. Upon execution of this Agreement by the Village and deposit with the Village of the required security, the Village shall surrender the original security to the Owner. In addition, and not in limitation of the foregoing, the Transferee shall, upon the

request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require.

4. Acknowledgment and Release of Owner. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Redevelopment Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the day and year first written above.

ATTEST:	Village of Algonquin: By:
Village Clerk	President
Owner:	
Ву:	
lts:	
Transferee:	
Ву:	
lts:	

# **ACKNOWLEDGMENTS**

STATE OF ILLINOIS	)	
COUNTY OF MCHENRY	) SS.	
DEBBY SOSINE, the Pre	estrument was acknowledged before me onesident of the Village of Algonquin, an Illinois municipal coerk of said municipal corporation.	, 20, by rporation, and by FRED
	Signature of Notary	
SEAL		
My Commission expire	s:	
STATE OF ILLINOIS COUNTY OF	) ) SS. _)	
The for	regoing instrument was acknowledged before me on	_, Secretary of said
SEAL	Signature of Notary	
My Commission expires	s:	
STATE OF ILLINOIS COUNTY OF	) ) ss. _)	
	strument was acknowledged before me on, manager of	, 20, by
SEAL	Signature of Notary	
My Commission expires	s:	

#### <u>ITEM</u>

## **Acquisition Costs:**

Land

# Due Diligence, Design, and Entitlement Costs:

Engineers - Civil

Geotech / Subsurface / Borings

Environmental/Phase I/II Studies

Environmental Testing / Natural Resources

**Special Inspections** 

Surveying

**Traffic Study** 

SitePoint Preliminary Site Qualification and Layout

**DataPoint Site Selection Analytics** 

TIF Incentive Procurement/Management and Fees

**Printing and Reimbursibles** 

**Other Indirect Costs** 

# **Total Due Diligence, Design, and Entitlement Costs:**

#### Permits and Fees:

Platting / Planning Fees

**Utility Extension Fees** 

Fire District Review Fees

Tap Fees

Site Improvement Permit Fees

Annexation & Rezoning Fee

Kane County Impact Fee (Note: Assumes current 50% level)

## **Total Permits and Fees:**

<u>Infrastructure Construction Costs:</u> (Note: Design, surveying, testing, and fees included above, interest, contingency, and fee included below)

**Excessive Grading** 

Soil Stabilization with Lime

Lower Power Lines on Randall

Water Crossing

**Sewer Crossing** 

Randall Road Recapture

Strip-Grade-Respread 4" on Gaitsch Retail Parcel

Internal Roads

Intersections - Randall(2), Longmeadow, Huntley, (One Signal)

Randall Road Widening

# **Total Infrastructure Construction Costs:**

#### Other Fees and Costs:

Title Insurance

Project Contingency (for infrastructure work only)

Project Management and Administration (for infrastructure work only)

#### **Total Other Fees and Costs:**

## TIF Eligible Costs

	SUBTOTAL	TIF ELIGIBLE
		\$ 8,500,000
\$	900,000	
\$	70,000	
\$	15,000	
\$	10,000	
\$	413,000	
\$	175,000	
\$	50,000	
\$	20,000	
\$	25,000	
\$	50,000	
\$	75,000	
\$	125,000	
		\$ 1,928,000
<b>c</b>	200 000	
\$ \$	209,000 311,000	
φ	311,000	
\$	667,000	
\$	855,000	
\$	73,500	
\$	963,000	
		\$ 3,078,500
\$	1,546,000	
\$	958,000	
\$	408,000	
\$	125,000	
\$	250,000	
\$	128,000	
\$	386,000	
\$	5,225,000	
\$	1,500,000	
\$	378,000	
		\$ 10,904,000

\$ 205,000	
\$ 666,750	
\$ 1,196,580	
	\$ 2,068,330
	\$ 26,478,830

#### **EXHIBIT D**

#### FORM OF REIMBURSEMENT REQUEST

#### **CERTIFICATE OF ELIGIBILITY**

The undersigned representative of Northpoint Development, LLC ("Developer"), does hereby certify, swear, and affirm under oath to the Village of Algonquin (the "Village") as follows:

	ty through	leted by Developer on, as follows:	at
ITEM NO.	ITEM DESCRIPTION	QUANTITY AWARDED	UNIT TOTAL
TOTAL VALUE OF WOR	K TO BE COMPLETED TO	DATE: \$	
TOTAL TO BE RETAINED		\$	
AMOUNT OF PREVIOU	S PAYMENT:	\$	
TOTAL AMOUNT DUE:		\$	
Total for which certific	ation is sought:	\$	
That all of the expendiby and between the Vi		accordance with the Rede	velopment Agreement
certify that all funds ex for project costs were s	opended or caused to be solely private funds of Dev	are correct and are eligible expended (the expenditure veloper and no such funds hate, or local grants or loar	es) as above described nad their origin directly
		Signatu	ure
Subscribed and sworn	to before me this d	ay of	
Subscribed and sworn	to betore me this d		, 2021.  / Public

Seal

Project Cost:		COST	SUBTOTAL	% OF TOTAL	
Acquisition Costs:		<u>0031</u>	SOBIOTAL	76 OF TOTAL	-
Land	\$	8,500,000		6.91%	
Tota	al Land Costs	\$	8,500,000		6.91
ue Diligence, Design, and Entitlement Costs:	•	000.000		0.550	
Architect	\$	800,000		0.65%	
Engineers - Structural	\$	225,000		0.18%	
Engineers - Civil	\$	900,000		0.73%	
Geotech / Subsurface / Borings	\$	70,000		0.06%	
Environmental/Phase I/II Studies	\$	15,000		0.01%	
Environmental Testing / Natural Resources	\$	10,000		0.01%	
Special Inspections	\$	413,000		0.34%	
Surveying	\$	175,000		0.14%	
Traffic Study	\$	50,000		0.04%	
SitePoint Preliminary Site Qualification and Layout	\$	20,000		0.02%	
DataPoint Site Selection Analytics	\$	25,000		0.02%	
TIF Incentive Procurement/Management and Fees	\$	50,000		0.04%	
Printing and Reimbursibles	\$	75,000		0.06%	
Other Indirect Costs	\$	125,000		0.10%	
Total Due Diligence, Design, and Entitle		\$	2,953,000		2.4
		•	_,,		
Permits and Fees:					
Platting / Planning Fees	\$	209,000		0.17%	
Utility Extension Fees	\$	311,000		0.25%	
Fire District Review Fees	\$	165,000		0.13%	
Tap Fees	\$	667,000		0.54%	
Site Improvement Permit Fees	\$	855,000		0.69%	
Building Permit Fees	\$	918,000		0.75%	
Annexation & Rezoning Fee	\$	73,500		0.06%	
Kane County Impact Fee (Note: Assumes current 50% level)	snits and Fees:	963,000 \$	4,161,500	0.78%	3.38
i Otal Perili	iils aiiu rees.	\$	4,161,500		3.38
nfrastructure Construction Costs: (Note: Design, surveying, testing, and fees included at	bove, interest.				
contingency, and fee included below)	,				
Excessive Grading	\$	1,546,000		1.26%	
Soil Stabilization with Lime	\$	958,000		0.78%	
Lower Power Lines on Randall	\$	408,000		0.33%	
Water Crossing	\$	125,000		0.10%	
Sewer Crossing	\$			0.20%	
	*	250,000			
Randall Road Recapture	\$	128,000		0.10%	
Strip-Grade-Respread 4" on Gaitsch Retail Parcel	\$	386,000		0.31%	
Internal Roads	\$	5,225,000		4.25%	
Intersections - Randall(2), Longmeadow, Huntley (One Signal)	\$	1,500,000		1.22%	
Randall Road Widening	\$	378,000		0.31%	
Total Infrastructure Constru	uction Costs:	\$	10,904,000		8.86
Building Construction Costs:					
Building Site and Shell	\$	74,385,000		60.44%	
Tenant Improvements	\$	7,160,000		5.82%	
Demising Walls	\$	1,599,000		1.30%	
Total Building Constr	uction Costs:	\$	83,144,000		67.5
egal, Financing, Operating Costs During Lease Up, Fee:		250 000		2 222/	
Legal - Leases	\$	350,000		0.28%	
Appraisal Fees	\$	75,000		0.06%	
Bank Inspections	\$	68,000		0.06%	
Property Taxes on Vacant Land	\$	170,000		0.14%	
Leasing Commissions	\$	3,668,000		2.98%	
Title Insurance	\$	205,000		0.17%	
Loan Origination Fees	\$	-		0.00%	
Interest During Construction and Lease Up	\$	-		0.00%	
Operating Costs During Lease Up	\$	-		0.00%	
Project Contingency	\$	3,175,000		2.58%	
Project Management and Administration	\$	5,698,000		4.63%	
Total Legal, Financing, OpEx During Lease Up, Continge	ency and Fee:	\$	13,409,000		10.9
otal Project Cost:		\$	123,071,500		100.0

## PHASING PLAN - STAFF RECOMMENDED



Note: Retail Grading

### ORDINANCE NO. 2021 - O -\_\_

An Ordinance Amending Section 6C.07, Operating Permits and Permit Conditions, and Section 25.01, Escrow Deposit and Reimbursement Agreement Required, and Appendix B of the Algonquin Municipal Code

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 A.5 of Section 6C.07, Operating Permits and Permit Conditions, of Chapter 6C, Groundwater Protection Inspection and Monitoring Standards, of the Algonquin Municipal Code shall be amended to read as follows:

5. The application for an operating permit pursuant to this Chapter shall be on a form provided by the Village and shall be accompanied by a \$250 application fee and the escrow fee required in Appendix B of this Code.

SECTION 2: Section 25.01, Escrow Deposit and Reimbursement Agreement Required, of Chapter 25, Escrow Fee Requirements, of the Algonquin Municipal Code shall be amended to read as follows:

In order to secure the reimbursement of the Village for any legal, engineering, planning or inspection fees, tests or costs, an escrow shall be deposited with the Village and an executed reimbursement of fees agreement, a sample of which is at the end of this Chapter, before any consideration by the Village on any matter, such as, but not limited to: zoning variances, special use permits, re-zoning of property, annexation of property, planned development, subdivision or the build out of a subdivision. Escrow sums are as follows:

- 1. For all matters up to final plat approval, including zoning matters, the escrow shall be as defined in Appendix B of this Code.
- 2. For any matters after a final plat of subdivision has been approved, such as inspections and supervision during construction, the escrow sum shall be 3 percent of the Village Engineer's estimated cost of public and private improvements. This deposit shall be made prior to the execution and recording of the final plat of subdivision. Any funds left from the preliminary plan escrow shall be credited to the final plat escrow. The requirement hereunder should not be construed to be a restriction on the amount of escrow required and developer shall be responsible for the total costs incurred by the Village.
- 3. Single Lot Residential zoning matters shall be exempt from requiring escrow.

SECTION 3: Paragraph D, Fees, of Section 26.03, General Provisions, of Chapter 26, Site Plan and Development Review Requirements, of the Algonquin Municipal Code shall be amended to read as follows:

D. Fees: Each application for a Site Plan and Development Permit shall be accompanied by payment of the applicable fee as defined in Appendix B. Payment of this fee shall not relieve the obligation of the applicant to pay any other permit fees required by this Code.

SECTION 4: Appendix B of the Algonquin Municipal Code shall be amended to add the following:

**Chapter 6C.07-A, Escrow Fees:** 

Matter	Escrow Sum
Operating Permit	\$2,000
Appeals	\$2,000

**Chapter 25, Escrow Fee Requirements:** 

Escrow Sum
\$2,000
\$2,000
\$2,000
\$2,000
\$4,000
\$6,000
\$8,000
\$10,000
\$2,000

In the event a petitioner is seeking more than one action, such as annexation and zoning, only the higher escrow fee shall be paid.

**Chapter 26, Development Review Fees:** 

Chapter 20, Development Ke	eview rees.	
Single Lot Residential Reque	st	\$600
Annexation, Amendment to the Zoning Ordinance, Appeal, Variation, Zoning and Special Use		
		<b></b>
Plat of Subdivision	Up to 2.0 acres (flat fee)	\$500
	Each additional acre or part thereof above 2.0 acres	\$25/acre
Residential Planned	Up to 2.0 acres (flat fee)	\$1,000
Development and Planned Each additional acre or part thereof above 2.0 acres		\$25/acre
Development Amendment up to 50.0 acres		\$23/acre
	Each additional acre above 50.0 acres	\$10/acre
Non-Residential Planned	Up to 2.0 acres (flat fee)	\$900
Development and Planned Each additional acre or part thereof above 2.0 acres		\$20/acre
Development Amendment up to 50.0 acres		
	Each additional acre above 50.0 acres	\$10/acre

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

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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:
(SEAL)	Village President Debby Sosine
ATTEST:	
Village Clerk Fred Martin	<del></del>
Passed:	
Approved:Published:	<u></u>
Prepared by:	
Kelly Cahill, Village Attorney	
Zukowski, Rogers, Flood & McArdle 50 Virginia Street	
Crystal Lake, Illinois 60014	

#### ORDINANCE NO. 2021 - O -

#### An Ordinance Amending Section 9.05 of the Algonquin Municipal Code

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: Section 9.05, Reporting and Record Keeping, of Chapter 9, Economic Development Commission, of the Algonquin Municipal Code shall be amended to read as follows:

The Commission shall comply in all respects with the Open Meetings Act and shall keep comprehensive minutes of all meetings which describe clearly and completely each and every subject discussed at said meetings and any action taken by the Commission. Copies of said minutes shall be provided to the Village Board together with any support data, documents and attachments. The Commission shall meet quarterly on the second Thursday of each month immediately following the close of the quarter prior at 6:30 pm at the Ganek Municipal Center. The Commission may also hold additional special meetings, as necessary, as part of its business visitation program. Village staff shall supply the Commission with program status reports during those months when the Commission is not scheduled to meet. The Commission shall make periodic reports on its progress and shall make recommendations to the Village Board regularly, but in no case not less than once every 6 months.

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:	
1 tostalii	APPROVED:
	Village President Debby Sosine
(SEAL) ATTEST:	v mage Fresident Bessy sosme
Village Clerk Fred Mar	Tiepaied by.
Passed:	Kelly Cahill, Village Attorney Zukowski, Rogers, Flood & McArdle
Approved:	50 Virginia Street
Published:	Crystal Lake, Illinois 60014

#### ORDINANCE NO. 2021-O-

#### An Ordinance for the Levy of Taxes for the Village of Algonquin, McHenry and Kane Counties, Illinois for the Year 2021

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: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the Village of Algonquin, be and the same are hereby levied for the purposes specified against all taxable property in the Village of Algonquin for the year 2021 in the respective sums as follow, to-wit:

#### **ARTICLE I**

GENERAL FUND	<b>LEVY</b>	
ADMINISTRATION/COMM, DEV. DEPARTMENT		
IMRF	\$ 140,000.00	
FICA	86,000.00	
TOTAL ADMINISTRATION/COMM. DEV. DEPARTMENT	\$ 226,000.00	
POLICE DEPARTMENT		
IMRF	\$ 32,000.00	
FICA	247,000.00	
Salary Sworn Officers	2,420,000.00	
Pension Contribution Expense	2,280,000.00	
TOTAL POLICE DEPARTMENT	\$ 4,979,000.00	
PUBLIC WORKS ADMINISTRATION		
IMRF	\$ 16,000.00	
FICA	9,000.00	
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 25,000.00	

PUBLIC WORKS GENERAL SERVICES	<b>LEVY</b>	
IMRF	\$ 112,000.00	
FICA	70,000.00	
Park Upgrades	88,000.00	
TOTAL PUBLIC WORKS GENERAL SERVICES	\$ 270,000.00	
TOTAL GENERAL FUND	\$ 5,500,000.00	
ARTICLE II INSURANCE FUND		
INSURANCE FUND		
Insurance	\$ 400,000.00	
TOTAL INSURANCE FUND	\$ 400,000.00	
GRAND TOTAL		
ARTICLES I, AND II	\$ 5,900,000.00	

# TAX LEVY SUMMARY VILLAGE OF ALGONQUIN

TOTAL LEVIED FOR VILLAGE OF ALGONQUIN FROM ALL SOURCES	\$5,900,000.00
Levied from the Special Tax to pay the cost of insurance, individual or joint self-insurance (including reserves thereon), 745 ILCS 10/9-107, in addition to all other taxes	\$400,000.00
Levied from the Special Tax for Parks Maintenance, 65 ILCS 5/11-98-1, 5/11-98-2, in addition to all other taxes	\$88,000.00
Levied from the Special Tax for the Police Pension Fund, 40 ILCS 5/3-125, in addition to all other taxes	\$2,280,000.00
Levied from the Special Tax for cost of participation by the Village of Algonquin in the Social Security Enabling Act, 40 ILCS 5/21-109, in addition to all other taxes	\$412,000.00
Levied from the Special Tax for cost of participation by the Village of Algonquin in the Illinois Municipal Retirement Fund, 40 ILCS 5/7-171, in addition to all other taxes	\$300,000.00
Levied from the Special Tax for Police Protection, 65 ILCS 5/11-1-3, in addition to all other taxes	\$2,420,000.00
Levied for the Village of Algonquin from the tax for General Corporate funds, 65 ILCS 5/8-3-1, in addition to all other taxes	\$0.00

The cited sources of authority are for information purposes only and are not intended to be a limitation on the Village's authority to levy taxes.

<u>SECTION 2:</u> All expended balances of any item or items of any general appropriation made by the Ordinance may be expended in making up any insufficiency in any item or items in the same general appropriation and for the same general purpose of in like appropriation made by the ordinance.

<u>SECTION 3:</u> The Clerk of the aforesaid Village is hereby directed to file with the Clerk of each of the aforesaid Counties a duly certified copy of this ordinance.

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

Voting Aye: Voting Nay: Abstain: Absent:	
	APPROVED:
(SEAL)	Village President Debby Sosine
ATTEST: Village Clerk Fred Martin	
Passed: Approved:	
Published:	

#### RESOLUTION NO. 2021 - R-

A Resolution to Authorize an Intergovernmental Agreement by and between the Village of Algonquin, Illinois and Board of Education of Community Unit School District No. 300

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 resolution constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Algonquin has considered an intergovernmental agreement with the Board of Education of Community Unit School District No. 300 (the "School District") in the form attached hereto as Exhibit A (the "Agreement");

WHEREAS, it is in the best interests of the Village of Algonquin that said Agreement be approved.

NOW, THEREFORE BE IT RESOLVED BY THE VILLAGE OF ALGONQUIN BOARD OF TRUSTEES:

Section 1: The Village Board authorizes staff to finalize and execute an intergovernmental agreement with the School District.

Section 2:	This resolution shall	l be effective as	of the date of its adoption.	
DATED this _	day of		_, 2021.	
		ADOPTED:	Debby Sosine, Village President	_
ATTEST:				
Fred Martin, V	Village Clerk			

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ALGONQUIN AND COMMUNITY UNIT SCHOOL DISTRICT NO. 300 RELATING TO THE LONGMEADOW AND RANDALL TIF DISTRICT

THIS AGREEMENT is made as of the \_\_\_\_\_ day of November, 2021, between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation situated in McHenry and Kane Counties (the "Village") and the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300, an Illinois school district situated in Kane, McHenry, Cook, and DeKalb Counties, Illinois, (the "School District"). Together, the Village and the School District shall be referred to as the "Parties" and individually as a "Party."

WHEREAS, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article VII, Section 10 the Illinois Constitution of 1970, and Section 1 *et seq.* of the Intergovernmental Cooperation Act [5 ILCS 220/1 *et seq.*], and pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5.11-74.4-1 *et seq.* (the "Act"); and

WHEREAS, the Village has initiated the process of creating within the School District's boundaries a tax increment financing ("TIF") district under the Act and in connection therewith has prepared a Redevelopment Plan and Project (the "Project") known as the Longmeadow and Randall Tax Increment Finance Redevelopment Plan and Project (the "Plan") and will consider designation of a redevelopment project area (the "Project Area") on land legally described in the Plan, and adoption of tax increment financing for the Project Area by ordinances duly passed by the President and Trustees of the Village; and

WHEREAS, the Plan is designed to facilitate and encourage the redevelopment of the area generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road

and northwest of the western terminus of Grandview Drive and presently in the Village, as set forth in the Plan; and

WHEREAS, the School District recognizes the long-term benefits and importance of economic development in the Village; and

WHEREAS, the School District wishes to ensure that tax increment financing pursuant to the Plan and the Project Area is reasonably limited in scope and duration; and

WHEREAS, the Village anticipates that, if the School District, pursuant to paragraph 8 below, elects not to receive the "Student Payment" provided for in paragraph 7 below, it will not be required to expend all Incremental Taxes (as defined herein) on redevelopment project costs and, thus, intends to declare a surplus pursuant to the Act; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties, and to resolve any differences over the Plan and the Project Area and through this Agreement mutually provide for the best interests of their communities and constituents; and

WHEREAS, the Village will commit to making certain payments and to providing other benefits to the School District pursuant to the terms of this Agreement provided the School District will commit to waive any claims or objections relating to the Village's desire to avail itself of tax increment financing, the designation of the Project Area, the Plan, and the adoption of tax increment financing for the Project Area.

NOW, THEREFORE, in consideration of the mutual promises of the Village and the School District, the Parties agree as follows:

1. <u>Waiver of Objections.</u> The School District hereby: (a) waives all objections to the Plan, the Project Area, and Tax Increment Financing for the Project Area (the "Longmeadow and Randall TIF District"); (b) agrees not to initiate or participate, directly or indirectly, in any

challenge to the designation of the Project Area, the adoption of the Plan for the Project Area, the approval of tax increment financing for the Project Area, and the approval of any redevelopment agreement(s) related to development within the Project Area (so long as such agreements do not conflict with the terms of this Agreement) or other actions taken by the Village in respect thereto; and (c), as a member of the Joint Review Board, agrees to approve the Plan, the designation of the Project Area, and the approval of tax increment financing for the Project Area.

#### 2. <u>Annual Surplus Payments.</u>

- a. If the Village adopts the Plan and tax increment financing for the Project Area, it agrees, for each year of the Plan, in which the School District, pursuant to paragraph 8 below, elects not to receive the Student Payment, to declare a "surplus" of incremental taxes, pursuant to Section 5/11-74.4-7 of the Act, equal to forty percent (40%) multiplied by the total Incremental Taxes attributable to that year (for each applicable year, the "Annual Surplus Payment").
- b. "Incremental Taxes" shall mean, the portion of the ad valorem real estate taxes arising from levies upon taxable real property in the Project Area by taxing districts that is attributable to the increase in the current equalized assessed value of the taxable real property in the Project Area over the initial equalized assessed value of the taxable real property in the Project Area as determined in accordance Section 5/11-74.4-9 of the Act which has been paid to the Treasurer of the Village for deposit by the Treasurer into the Longmeadow and Randall TIF District Special Tax Allocation Fund established to pay redevelopment project costs and obligations incurred. The Village shall declare such surplus based upon the Incremental Taxes generated by the Longmeadow and Randall TIF District before the payment or transfer of any funds from the Project Area special tax allocation fund for any other purpose, net of any property tax refunds to the County Treasurer.

- 3. <u>Distribution of Annual Surplus Payments.</u> The Annual Surplus Payment, to the extent required to be declared by the Village under paragraph 2 above, shall be paid to the County Collector to be distributed as a surplus payment in accordance with Section 11-74.4-7 of the Act.
- 4. <u>Limitations on Duration of TIF District.</u> The Village agrees that it will not seek to continue the term of the Project beyond seventeen (17) years, thus terminating no later than December 31, 2038. Any later termination of the Longmeadow and Randall TIF District shall only occur with a specific written amendment to this Agreement and will abide by Sections 11-74.4-5 and 11-74.4-6 of the Act regarding the reconvening of a joint review board for amendments to the Redevelopment Plan, and any other requirements under the Act.
- 5. Termination. Within 30 days after the Joint Review Board's first meeting was convened, all members but one present at a Joint Review Board meeting, including the School District, voted to recommend approval of the designation of the Project Area, the adoption of the Plan and the Project Area, and the approval of tax increment financing for the Project Area (collectively, the "Recommendation of Approval"). If prior to approval of the designation of the Project Area, the adoption of the Plan and the Project Area, and the approval of tax increment financing for the Project Area, the Recommendation of Approval is modified or amended to not recommend approval of the designation of the Project Area, the adoption of the Plan and the Project Area, and the approval of tax increment financing for the Project Area, this Agreement will be automatically terminated and of no force and effect. In the event of termination of this Agreement pursuant to this paragraph 5, the School District acknowledges and agrees that the Village will have no obligation whatsoever to comply with any of the terms of this Agreement, including without limitation the declaration of surplus pursuant to paragraph 2 of this Agreement, the payment of surplus to the County Collector pursuant to paragraph 3 of this Agreement, or the payment of any other funds to the School District or other taxing bodies pursuant to this Agreement. Further, this Agreement, and the Village's obligations hereunder, shall terminate at

the time the Longmeadow and Randall TIF District is terminated, for any reason, including, without limitation, by Village action or at the completion of the 17-year term of the Longmeadow and Randall TIF District. Provided, however, that the Village shall make all required payments due to the School District, for the time period prior to such termination, and take all required actions called for by this Agreement prior to such termination.

- 6. Enhanced Annual Meeting. The Village, at the request each year of the School District, agrees that a representative of the Village will meet with representatives of the School District at least once a year to inform the School District of development that is planned or is occurring within the Project Area, how the tax incremental revenues have been spent in the preceding year, the equalized assessed value (EAV) created by the Plan, and the overall status of the Project Area and the Village's progress toward achieving its goals as set forth in the Plan. The obligations set forth in this paragraph shall be in addition to any reporting made by the Village at the annual joint review board meeting and in any reports it files with the State of Illinois Comptroller. The School District's failure to participate in such meeting shall not constitute a breach of this Agreement by the Village.
- 7. <u>Increased Student Costs.</u> In the event: (i) tax increment financing-assisted housing units are constructed within the Project Area, and (ii) the School District, pursuant to paragraph 8 below, elects not to receive the Annual Surplus Payment, the Village shall make payments to the School District for the School District's increased costs attributable to such housing units, all in accordance with Section 11-74.4-3(q)(7.5) of the Act. The School District shall provide reasonable evidence to the Village in support of its claim to reimbursement by September 30<sup>th</sup> of each year.
- 8. <u>Assessment Appeals.</u> The Village and the School District shall communicate with each other regarding the defense of any assessment appeal from a property located within the boundaries of the Longmeadow and Randall TIF District so as to preserve incremental EAV for

the operation of the Longmeadow and Randall TIF District and the payment of surplus amounts, as defined above.

- 9. <u>Authority.</u> Each Party agrees not to raise lack of authority as a defense in any action brought by the other or any third party regarding this Agreement.
- 10. <u>Severability.</u> If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 11. <u>Further Performance.</u> Each Party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as each Party may reasonably require to cany out the true intent and meaning of this Agreement.
- 12. <u>Final Payments.</u> Payments made under this Agreement shall be final and non-refundable.
- 13. <u>Writing Requirement.</u> No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless duly authorized, expressed in writing and signed by the Party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- 14. <u>Default.</u> In the event of a default, the non-defaulting Party shall be entitled to recover any and all reasonable attorney's fees and costs incurred by the non-defaulting Party in enforcing the terms of this Agreement against the defaulting Party. To the extent permitted by law, a Party shall not be considered to be in default under the Agreement until the non-defaulting Party provides written notice to such Party with thirty (30) days to cure such default. In the event the defaulting Party fails to cure within such thirty (30) day period, the non-defaulting Party may pursue all of its rights and remedies in law and equity.

- 15. <u>Complete Agreement.</u> This Agreement expresses the complete and final understanding of the Parties with respect to its subject matter and may not be amended or modified except by a written agreement executed by the Parties. This Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and fully integrates the agreement of the Parties.
- 16. <u>Effective Date.</u> The effective date of this Agreement as reflected above shall be the date that the last of the Parties executes the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials as of the date of the Agreement herein set forth.

BOARD OF EDUCATION	VILLAGE OF ALGONQUIN, McHenry					
COMMUNITY UNIT SCHOOL DISTRICT	and Kane Counties, Illinois					
NO. 300, Kane, McHenry, Cook, and DeKalb						
Counties, Illinois						
By:	By:					
President	Debby Sosine, Village President					
Attest:	Attest:					
Secretary	Fred Martin, Village Clerk					
Date:	Date:					



## Village of Algonquin

The Gem of the Fox River Valley

December 2, 2021

#### Village President and Board of Trustees:

The List of Bills dated 12/7/21, payroll expenses, and insurance premiums totaling \$2,346,218.23 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

Alpha Paintworks	\$ 29,200.00	Hydrant Painting
Baxter & Woodman	111,501.92	Randall Road Wetland Complex
Burke, LLC	43,041.75	Downtown Streetscape Riverwalk
Burke, LLC	162,717.98	Brick Paver Maintenance
Cadd Microsystems	6,920.00	Bluebeam Revu License & Subscription
HR Green, Inc.	4,652.09	Lake Drive South
HR Green, Inc.	6,000.34	Algonquin Lakes Street Improvements
Illinois Dept. of Natural Resources	3,460.00	Woods Creek Reach 5 - Application
Martam Construction	274,675.99	Ratt Creek Reach 5 Sewer Improvements
National Power Rodding	200,000.00	Storm Sewer Cleaning
Pentegra Systems	3,920.50	Randall Road Pedestrian Underpass
Plote Construction	9,557.70	Terrace Hill Street Improvements
Spaceco, Inc.	47,489.40	Harnish Drive Street Improvements
Strand Associates	8,199.40	High Hill Street Improvements
Trotter & Associates	3,233.50	Woods Creek Lift Station Upgrades
Trotter & Associates	43,458.80	WWTP Improvements Phase 6B

USIC Receivables 14,491.28 Utility Locating October 2021

Water Well Solutions 6,750.00 Well Evaluations

#### Please note:

The 11/30/2021 payroll expenses totaled \$601,979.55.

January 2022 insurance premiums to IPBC totaled \$177,678.24.

This List of Bills excludes payments that are processed automatically and recorded by journal entry. These payments include postage permit costs and bank/collection fees. Information on these expenses are available upon request.

Tim Schloneger Village Manager

TS/mjn

#### Village of Algonquin

#### List of Bills 12/7/2021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SIGN MATERIAL	672.64 Vendor Total: <b>\$672.64</b>	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	9413562127	50220104
A MAILBOX MAN INC BULK MAILBOX ORDER	965.00 Vendor Total: <b>\$965.00</b>	GENERAL SERVICES PW - EXPENSE SNOW REMOVAL	01500300-42264-	487	50220105
ACM III LP DEPOSIT FOR 2022 PARKWAY TREES	288.00 Vendor Total: <b>\$288.00</b>	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	220396	50220102
ALEXANDER EQUIPMENT CO INC STUB SHAFT ASSEMBLY	951.95 Vendor Total: <b>\$951.95</b>	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	183235	29220018
ALFA LAVAL INC BFP EQUIPMENT MAINTENANCE	194.34 Vendor Total: <b>\$194.34</b>	SEWER OPER - EXPENSE WAS BUSI MAINT - TREATMENT FACILITY	07800400-44412-	281062653	70220222
ALPHA PAINTWORKS INC HYDRANT PAINTING	29,200.00 Vendor Total: \$29,200.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	110821	70220242
AMALGAMATED BANK OF CHICAGO PRINCIPAL	108,492.85	W & S BOND & INTEREST-EXPENSE IEPA LOAN PRINCIPAL EXPENSE	07080400-46700-W1950	L17-5554 10/21	
INTEREST	51,438.91 Vendor Total: \$159,931.76	W & S BOND & INTEREST-EXPENSE IEPA LOAN INTEREST EXPENSE	07080400-46701-W1950	L17-5554 10/21	
ANDREA SUTRICK UNIFORM REIMBURSEMENT	68.08 Vendor Total: \$68.08	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11/13/21 PURCHASES	20220113
ARP FURNITURE INC STONEYBROOK PARK IMPROVEMENTS	1,607.60	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2104	0817ALG	40220175

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$1,607.60				
ARROW ROAD CONSTRUCTION					
HYD METER REFUND AT SCOTT & LAKE	1,400.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND 21	
21-00000-00-GM ASPHALT	125.13	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	29866	40220355
21-00000-00-GM ASPHALT	314.28	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	29950	40220356
21-00000-00-GM ASPHALT	129.01	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	30029	40220379
21-00000-00-GM ASPHALT	339.99 Vendor Total: <b>\$2,308.41</b>	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	30101	40220378
BAXTER & WOODMAN NATURAL RESOURCES, LLC	•				
RANDALL ROAD WETLAND COMPLEX	111,501.92 Vendor Total: \$111,501.92	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1934	0228695	40220368
BECMAR SPRINKLER SYSTEMS INC					
WINTERIZE IRRIGATION SYSTEM-GMC	255.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	60814	28220007
WINTERIZE IRRIGATION SYSTEM-HVH	255.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	60815	28220007
WINTERIZE IRRIGATION SYSTEM-CORNISH	255.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	60816	28220007
WINTERIZE IRRIGATION SYSTEM-RIVERFROM	Vendor Total: \$1,020.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	60817	28220007
BEVERLY MATERIALS LLC					
RIP RAP	588.63 Vendor Total: \$588.63	WATER OPER - EXPENSE W&S BUSI Materials	07700400-43309-	272270	70220237
BONNELL INDUSTRIES INC					
BUSHING	68.86	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0201291-IN	29220005
BUSHINGS AND PINS	581.52 Vendor Total: \$650.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0200999-IN	29220005
BRISTOL HOSE & FITTING					
SWIVEL SEAL LOCK	57.87	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3471702	29220025
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SWIVEL/HOSE ASSEMBLY/ADAPTER	507.63	INVENTORY	29-14220-	3472292	29220025
NO SPILL NIPPLE	677.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3471565	29220025
	Vendor Total: \$1,242.58				
BURKE LLC					
DOWNTOWN STREETSCAPE RIVERWALK	43,041.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	PAY REQUEST #1	40220376
		STREET IMPROV- EXPENSE PUBWRKS			
BRICK PAVER MAINTENANCE	162,717.98 endor Total: \$205,759.73	INFRASTRUCTURE MAINT IMPROV	04900300-43370-	PAY REQUEST #1 FINAL	40220377
	endor Total. \$203,739.73				
CADD MICROSYSTEMS INC		CDD - EXPENSE GEN GOV			
BLUEBEAM REVU LICENSE AND SUBSCRIPTION	6,920.00	IT EQUIPMENT & SUPPLIES	01300100-43333-	SO30027585	10220296
	Vendor Total: \$6,920.00				
CALL ONE INC		BLDG MAINT- REVENUE & EXPENSES			
11/15/2021 STATEMENT	118.21	TELEPHONE	28900000-42210-	469968	10220297
11/15/2021 STATEMENT	729.00	ALARM LINES	28900000-42215-	469968	10220297
11/15/2021 STATEMENT	323.01	CDD - EXPENSE GEN GOV Telephone	01300100-42210-	469968	10220297
44/45/0004 CTATEMENT	200.04	GENERAL SERVICES PW - EXPENSE	04500200 40040	400000	4000007
11/15/2021 STATEMENT 11/15/2021 STATEMENT	328.84 729.00	TELEPHONE ALARM LINES	01500300-42210- 01500300-42215-	469968 469968	10220297 10220297
		GS ADMIN - EXPENSE GEN GOV			
11/15/2021 STATEMENT	582.76	TELEPHONE  POLICE - EXPENSE PUB SAFETY	01100100-42210-	469968	10220297
11/15/2021 STATEMENT	756.82	TELEPHONE	01200200-42210-	469968	10220297
11/15/2021 STATEMENT	741.79	ALARM LINES	01200200-42215-	469968	10220297
11/15/2021 STATEMENT	131.04	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	469968	10220297
11/15/2021 STATEMENT	729.00	ALARM LINES	01400300-42215-	469968	10220297
11/15/2021 STATEMENT	127.49	SEWER OPER - EXPENSE W&S BUSI Telephone	07800400-42210-	469968	10220297
11/15/2021 STATEMENT	729.00	ALARM LINES	07800400-42215-	469968	10220297
11/15/2021 STATEMENT	39.15	SWIMMING POOL -EXPENSE GEN GOV Telephone	05900100-42210-	469968	10220297
THIS 2021 CHALLMENT	30.10	VEHCL MAINT-REVENUE & EXPENSES	00000100 12210	100000	10220201
11/15/2021 STATEMENT	122.47	TELEPHONE	29900000-42210-	469968	10220297
11/15/2021 STATEMENT	729.00	ALARM LINES  WATER OPER - EXPENSE W&S BUSI	29900000-42215-	469968	10220297
11/15/2021 STATEMENT	170.22	TELEPHONE	07700400-42210-	469968	10220297
11/15/2021 STATEMENT	729.00 <b>Vendor Total: \$7,815.80</b>	ALARM LINES	07700400-42215-	469968	10220297
	vendoi iotai. \$1,015.00				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CHRISTOPHER B BURKE ENG LTD					
DOWNTOWN STREETSCAPE BIKE TRAIL	57,336.69 Vendor Total: \$57,336.69	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2053	170431	40220351
CITYTECH USA INC					
PUBLICSALARY.COM ANNUAL MEMBERSHIP	390.00 Vendor Total: \$390.00	GS ADMIN - EXPENSE GEN GOV Travel/training/dues	01100100-47740-	3925	10220304
CLARK BAIRD SMITH LLP					
MAP GRIEVANCE REVIEW - OCTOBER 2021	78.75 <b>Vendor Total: \$78.75</b>	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	14658	10220306
COMCAST CABLE COMMUNICATION					
12/1/21-12/31/21 POLICE DEPARTMENT	4.20	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10220031
11/7/21-12/6/21 PUBLIC WORKS	16.84	PWA - EXPENSE PUB WORKS EQUIPMENT RENTAL	01400300-42270-	8771 10 012 0277023	10220029
11/14/21-12/13/21 POOL	108.35	SWIMMING POOL -EXPENSE GEN GOV Telephone	05900100-42210-	8771 10 002 0452635	10220033
11/22/21-12/21/21 HVH	108.35	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10220027
11/11/21-12/10/21 WTP #1	148.35	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10220028
11/12/21-12/11/21 WTP #3	148.35 Vendor Total: <b>\$534.44</b>	WATER OPER - EXPENSE W&S BUSI Telephone	07700400-42210-	8771 10 002 0443121	10220032
COMMONWEALTH EDISON					
10/11/21-11/9/21 LA FOX & CENTER LS	288.95	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0041133224	70220031
10/11/21-11/9/21 HUNTINGTON BOOSTER	233.48	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70220008
9/9/21-11/8/21 WOODS CREEK LS	1,259.54	SEWER OPER - EXPENSE W&S BUSI Electric	07800400-42212-	0107108145	70220019
10/12/21-11/10/21 901 SANDBLOOM ROAD	552.33	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70220009
10/11/21-11/9/21 WILBRANDT REAR TOWER	27.33	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10220002
10/11/21-11/9/21 HUNTINGTON DR VALVE	42.05	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0282127066	70220113
10/11/21-11/9/21 HANSON TOWER	75.91	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70220010
		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/11/21-11/9/21 MCCD TRAILHEAD	52.83	ELECTRIC	01500300-42212-	2073075100	50220010
10/11/21-11/9/21 SPRINGHILL/COUNTY LINE	48.32	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70220011
10/11/21-11/9/21 JACOBS TOWER	57.97	WATER OPER - EXPENSE W&S BUSI Electric	07700400-42212-	2355094078	70220012
10/11/21-11/9/21 LOWE DRIVE LS	49.24	SEWER OPER - EXPENSE W&S BUSI Electric	07800400-42212-	3027111096	70220013
10/11/21-11/9/21 CHARGING STATIONS	267.63	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50220008
10/11/21-11/9/21 N RIVER ROAD LS	65.61	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70220014
10/11/21-11/9/21 ROUTES 31 AND 62	129.40	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50220011
10/11/21-11/9/21 METERED STREET LIGHTS	1,295.62	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50220012
10/11/21-11/9/21 BRITTANY HILLS LS	41.50	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70220015
10/11/21-11/9/21 COPPER OAKS TOWER	112.89	WATER OPER - EXPENSE W&S BUSI Electric	07700400-42212-	4777074007	70220016
10/11/21-11/9/21 HILLSIDE BOOSTER	118.93 <b>Vendor Total: \$4,719.53</b>	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70220017
COMPASS MINERALS AMERICA INC					
21-00000-00-GM SALT MFT	3,572.46	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	887344	40220369
21-00000-00-GM SALT MFT	1,714.19	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	881619	40220363
21-00000-00-GM SALT MFT	5,124.75	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	883205	40220363
21-00000-00-GM SALT MFT	8,288.99	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	882431	40220363
21-00000-00-GM SALT MFT	14,126.38	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	880896	40220363
21-00000-00-GM SALT MFT	40,797.41	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	880044	40220363
	Vendor Total: \$73,624.18				
COMPLETE CLEANING CO INC		BUILDING MAINT. BALANCE SHEET			
CLEAN - HVH	504.00	OUTSOURCED INVENTORY	28-14240-	C19484	28220022
CLEAN - WWTF	671.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19481	28220022
CLEAN - PW	1,203.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19482	28220022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CLEAN - GMC	2,314.00 Vendor Total: \$4,692.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19483	28220022
CRYSTAL VALLEY BATTERIES INC					
BATTERY	15.70	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701046181	29220021
BATTERY	315.00 Vendor Total: \$330.70	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701046195	29220021
DLS INTERNET SERVICES					
12/25/21-1/25/22 A T & T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1607697	10220020
12/25/21-1/25/22 A T & T BROADBAND	1.00	SEWER OPER - EXPENSE WAS BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1607697	10220020
12/25/21-1/25/22 A T & T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1607697	10220020
12/25/21-1/25/22 A T & T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1607718	10220020
12/25/21-1/25/22 A T & T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1607718	10220020
12/25/21-1/25/22 A T & T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1607718	10220020
12/25/21-1/25/22 A T & T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1607721	10220020
12/25/21-1/25/22 A T & T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1607721	10220020
12/25/21-1/25/22 A T & T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1607721	10220020
12/25/21-1/25/22 A T & T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1607719	10220020
12/25/21-1/25/22 A T & T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1607719	10220020
12/25/21-1/25/22 A T & T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1607719	10220020
12/25/21-1/25/22 A T & T BROADBAND	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1607717	10220020
12/25/21-1/25/22 A T & T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1607717	10220020
12/25/21-1/25/22 A T & T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1607717	10220020
12/25/21-1/25/22 A T & T BROADBAND	120.32	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1607720	10220020
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
12/25/21-1/25/22 A T & T BROADBAND	15.03	IT EQUIPMENT & SUPPLIES	07800400-43333-	1607720	10220020
12/25/21-1/25/22 A T & T BROADBAND	15.03 Vendor Total: \$380.76	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1607720	10220020
DYNEGY ENERGY SERVICES					
10/12/21-11/9/21 ALGONQUIN SHORES LS	577.69	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0033167056	70220042
10/11/21-11/8/21 BRAEWOOD LS	966.42	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0813024065	70220043
10/11/21-11/8/21 CARY BOOSTER	481.88	WATER OPER - EXPENSE W&S BUSI Electric	07700400-42212-	1263068132	70220049
10/11/21-11/8/21 COUNTRYSIDE BOOSTER	178.57	WATER OPER - EXPENSE W&S BUSI Electric	07700400-42212-	3909078023	70220044
10/8/21-11/7/21 GRAND RESERVE LS	549.03	SEWER OPER - EXPENSE WAS BUSI ELECTRIC	07800400-42212-	1784099011	70220045
10/12/21-11/9/21 POOL	105.73	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	4484041003	10220037
10/11/21-11/8/21 WELL #9	1,286.63	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1753062020	70220046
10/5/21-11/2/21 WELL #15	413.27	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4111038007	70220047
10/11/21-11/8/21 ZANGE BOOSTER	401.71 Vendor Total: \$4,960.93	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2425109004	70220048
EMERGENCY SERVICE MARKETING CORP INC	7011401 10tall \$4,000.00				
ON CALL SOFTWARE 12/25/21-12/24/22	270.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	21-11739	50220101
ON CALL SOFTWARE 12/25/21-12/24/22	270.00	SEWER OPER - EXPENSE WAS BUSI PROFESSIONAL SERVICES	07800400-42234-	21-11739	50220101
ON CALL SOFTWARE 12/25/21-12/24/22	270.00 <b>Vendor Total: \$810.00</b>	WATER OPER - EXPENSE W&S BUSI Professional Services	07700400-42234-	21-11739	50220101
EMPLOYEE BENEFITS CORPORATION					
FSA 2022 RENEWAL FEE	12.08	BLDG MAINT- REVENUE & EXPENSES INSURANCE	28900000-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	20.37	CDD - EXPENSE GEN GOV INSURANCE	01300100-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	62.37	GENERAL SERVICES PW - EXPENSE INSURANCE	01500300-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	43.23	GS ADMIN - EXPENSE GEN GOV Insurance	01100100-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	143.82	POLICE - EXPENSE PUB SAFETY INSURANCE	01200200-41106-	3435851	10220311

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FSA 2022 RENEWAL FEE	10.19	PWA - EXPENSE PUB WORKS INSURANCE	01400300-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	24.19	SEWER OPER - EXPENSE W&S BUSI Insurance	07800400-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	10.19	VEHCL MAINT-REVENUE & EXPENSES INSURANCE	29900000-41106-	3435851	10220311
FSA 2022 RENEWAL FEE	23.56 Vendor Total: \$350.00	WATER OPER - EXPENSE W&S BUSI Insurance	07700400-41106-	3435851	10220311
ENGINEERING ENTERPRISES, INC					
RISK & RESILIENCE STUDY	633.00 Vendor Total: \$633.00	W & S IMPR EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-	72809	40220360
EVIDENT INC					
EVIDENCE SUPPLIES	137.25 Vendor Total: \$137.25	POLICE - EXPENSE PUB SAFETY  MATERIALS	01200200-43309-	184997A	20220116
EXXON MOBIL					
FUEL FOR SQUADS	135.32 Vendor Total: <b>\$135.32</b>	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	7187859226125291111	10220014
FISHER AUTO PARTS INC					
BATTERY CLEANER	9.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593827	29220001
FUEL FILTER	10.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-594084	29220001
FUEL FILTER	10.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-594025	29220001
OIL FILTER	10.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-592716	29220001
HYDRAULIC FILTER	11.05	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593238	29220001
OIL FILTER	23.42	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593832	29220001
OIL FILTER	28.11	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-595294	29220001
OIL FILTER/FUEL FILTER	29.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593063	29220001
OIL FILTER	32.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593879	29220001
FUEL WATER SEPARATOR FILTER	34.56	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593881	29220001

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL WATER SEPARATOR FILTER	34.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593830	29220001
OIL FILTER	35.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-594088	29220001
FUEL FILTER/OIL FILTER	39.35	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593831	29220001
OIL FILTER	42.96	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-592719	29220001
BATTERY CLEANER	58.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593829	29220001
PENETRATING CATALYST	71.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593663	29220001
CARB CLEANER	87.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593664	29220001
DISC BRAKE PAD SET	90.79	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-594931	29220001
OIL FILTERS/TRAILER CONNECTOR KIT	108.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593668	29220001
FUEL FILTER/OIL FILTERS	139.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-595090	29220001
ANTI-FREEZE	139.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593461	29220001
STARTER MOTOR	191.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-594945	29220001
BATTERY	260.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-593840	29220001
	Vendor Total: \$1,500.06				
FOSTER COACH SALES INC  PRESSURE TRANSDUCER	315.34 Vendor Total: <b>\$315.34</b>	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	22976	29220027
FRED MARTIN					
NOTARY APPLICATION REIMBURSEMENT	5.00 <b>Vendor Total: \$5.00</b>	GS ADMIN - EXPENSE GEN GOV ELECTED OFFICIALS EXPENSE	01100100-47741-	20210000301731	10220302
GOVTEMPSUSA LLC					
11/1/21-11/14/21 BLANCHARD	3,207.40 Vendor Total: \$3,207.40	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	3852374	30220053
GRAINGER					
COUNTRYSIDE BOOSTER - THERMOSTAT	35.36	WATER OPER - EXPENSE W&S BUSI MAINT - BOOSTER STATION	07700400-44410-	9124900904	70220238

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MINI LED BULBS	8.32	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9113068531	28220021
DRUM WRENCH	18.20	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9108155327	28220021
TRAFFIC CONE	33.20	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9108948200	28220021
LED LIGHT WALL PACK	193.23	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9122270789	28220021
AIR FILTERS/DEGREASER	336.98 Vendor Total: \$625.29	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9108155335	28220021
H R GREEN INC					
SCOTT STREET IMPROVEMENTS	1,055.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2233	4-148384	40220373
LAKE DRIVE SOUTH	4,652.09	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1813	5-148377	40220372
ALGONQUIN LAKES STREET IMPROVEMENTS  Ver	6,000.34 ndor Total: <b>\$11,707.43</b>	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1823	6-148376	40220371
HAFKEY BUSINESS SOLUTIONS INC					
UNIFORMS - AAGAARD	57.70	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	109672	40220367
UNIFORMS - MITCHARD	90.75	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	109675	40220367
UNIFORMS - ZIMMERMAN	147.95	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	109677	40220367
UNIFORMS - MARTINEZ	53.00	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	109656	40220367
UNIFORMS - PLACEK	199.20	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	109661	40220367
UNIFORMS - REIF	150.10	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	109679	40220367
UNIFORMS - EZELL	199.65	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	109643	40220367
UNIFORMS - TEPPER	378.60	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	109669	40220367
UNIFORMS - GRIGGEL	412.15	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	109647	40220367
UNIFORMS - VOIGTS	456.75	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	109670	40220367
UNIFORMS - KORNFEIND	52.25	WATER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07700400-47760-	109655	40220367
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - MEYER	98.45	UNIFORMS & SAFETY ITEMS	07700400-47760-	109674	40220367
UNIFORMS - SCHUTZ	154.50	WATER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07700400-47760-	109676	40220367
UNIFORMS - FEY-KEANE	167.65	WATER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07700400-47760-	109644	40220367
UNIFORMS - HARMENING	261.28	SEWER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07800400-47760-	109648	40220367
UNIFORMS - HARMENING	5.12	WATER OPER - EXPENSE WAS BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	109648	40220367
UNIFORMS - MILLER	344.15	WATER OPER - EXPENSE WAS BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	109658	40220367
UNIFORMS - BUCHANAN	352.55	WATER OPER - EXPENSE WAS BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	109637	40220367
UNIFORMS - KORNFEIND	407.55	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	109654	40220367
UNIFORMS - FRAKE	46.50	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109645	40220367
UNIFORMS - BROWN	152.25	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109636	40220367
UNIFORMS - HALL	157.50	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109673	40220367
UNIFORMS - HARTMANN	198.90	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109649	40220367
UNIFORMS - KORDECKI	276.70	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109653	40220367
UNIFORMS - RYTER	361.75	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109664	40220367
UNIFORMS - QUADER	395.30	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109662	40220367
UNIFORMS - WALL	450.35	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109671	40220367
UNIFORMS - DERBAK	480.25	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	109642	40220367
UNIFORMS - ALANIS MENDEZ D	32.45	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109634	40220367
UNIFORMS - STOTT	32.45	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109668	40220367
UNIFORMS - HUFF	35.70	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109652	40220367
UNIFORMS - SCHUETZ	70.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109680	40220367
UNIFORMS - HUFF	72.50	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109651	40220367
		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - KILCULLEN	85.45	UNIFORMS & SAFETY ITEMS	01500300-47760-	109678	40220367
UNIFORMS - GOAD	181.55	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109646	40220367
UNIFORMS - COSTA	182.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109638	40220367
UNIFORMS - COY	213.60	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109640	40220367
UNIFORMS - MOZOLA	221.70	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109659	40220367
UNIFORMS - SEDIVY	225.80	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109665	40220367
UNIFORMS - SPENK	242.30	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109667	40220367
UNIFORMS - HENRICHS	250.45	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109650	40220367
UNIFORMS - ALANIS MENDEZ E	254.00	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109635	40220367
UNIFORMS - MCFEGGAN	315.85	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109657	40220367
UNIFORMS - SLOMINSKI	334.85	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109666	40220367
UNIFORMS - CUSACK	364.10	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109641	40220367
UNIFORMS - ROTH	370.55	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109663	40220367
UNIFORMS - PIERI	459.15	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109660	40220367
UNIFORMS - ALANIS MENDEZ D	459.90	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	109633	40220367
UNIFORMS - COSTANTINO	495.60 Vendor Total: \$11,408.80	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	109639	40220367
HANDMADE ON MAIN					
FALL CLASS - VINTAGE CHRISTMAS TREES	355.50 Vendor Total: <b>\$355.50</b>	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	459826	10220303
HD SUPPLY FACILITIES MAINTENANCE LTD					
COPPER CUTTER	23.92	SEWER OPER - EXPENSE WAS BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	765591	70220223
COPPER CUTTER	23.92	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	765591	70220223
AIR RELIEF VALVE	1,917.12	SEWER OPER - EXPENSE WAS BUSI MAINT - LIFT STATION	07800400-44414-	774702	70220224

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$1,964.96				
HOLGIM (US) INC					
GRADE 9 STONE	748.01	WATER OPER - EXPENSE W&S BUSI Materials	07700400-43309-	715465111	70220234
STONE	1,598.04 Vendor Total: \$2,346.05	WATER OPER - EXPENSE W&S BUSI Materials	07700400-43309-	715472869	70220233
ILLINOIS DEPARTMENT OF NATURAL RESOURCES					
WOODS CREEK REACH 5 - APPLICATION	3,460.00 Vendor Total: \$3,460.00	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICES	06900300-42232-P2112	APP NO. N20210161	40220359
ILLINOIS SECRETARY OF STATE					
COVERT PLATE RENEWAL UNIT 204	151.00 Vendor Total: \$151.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	PLATE RENEWAL #204	29220107
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 9/22/21-10/21/21	196.42	SEWER OPER - EXPENSE WAS BUSI PROFESSIONAL SERVICES	07800400-42234-	2468446	70220020
GAS MONITORING 9/22/21-10/21/21	196.42 Vendor Total: \$392.84	WATER OPER - EXPENSE W&S BUSI Professional Services	07700400-42234-	2468446	70220020
INTERNATIONAL CODE COUNCIL					
ARPS INTERNTL CODE MEMBERSHIP DUES	145.00 Vendor Total: \$145.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	3322284	30220056
INTL ASSN OF ELECTRICAL INSPECTORS					
MARTIN 2022 MEMBERSHIP DUES	120.00 Vendor Total: \$120.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	6055677	30220055
IT SUPPLIES INC					
SIGN MATERIAL	135.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000549735	50220099
SIGN MATERIAL	182.00 Vendor Total: \$317.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000552543	50220106
JOHNSON CONTROLS FIRE PROTECTION LP					
FIRE SYSTEMS ANNUAL TESTING	1,200.00 Vendor Total: \$1,200.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	22601692	28220020

K-TECH SPECIALTY COATINGS INC

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
21-00000-00-GM LIQUID DEICER	7,059.08 Vendor Total: \$7,059.08	MFT - EXPENSE PUBLIC WORKS Materials	03900300-43309-	202111-K0020	40220358
KONEMATIC INC					
DOOR MAINTENANCE & REPAIRS-PW GATE	396.38	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	901225	28220006
DOOR MAINTENANCE & REPAIRS-WWTF GATI	1,460.29	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	902676	28220006
DOOR MAINTENANCE & REPAIRS-PW GATE	1,877.00 Vendor Total: \$3,733.67	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	903049	28220006
LAWSON PRODUCTS INC					
CABLE TIES	127.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9308976171	29220006
FLAPWHEEL/DRILL BITS/CONNECTOR/HEX NU	379.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9309018098	29220006
GUN HOLDS/WEAR-FLEX	379.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9308972118	29220006
FLANGE NUTS/BOLTS/WASHERS	658.03 Vendor Total: \$1,545.73	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9308974734	29220006
LEACH ENTERPRISES INC					
HOSE	11.35	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	982585	29220007
SWIVEL/HYDRAULIC HOSE	303.22 Vendor Total: \$314.57	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	983523	29220007
LEE JENSEN SALES					
PLUMBING MAINT.	72.70 <b>Vendor Total: \$72.70</b>	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	0013299-00	70220228
LRS HOLDINGS LLC					
21-00000-00-GM STREET SWEEPING	10,098.20 Vendor Total: \$10,098.20	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS414870	40220354
LUKASZ STYKOWSKI					
NAME BADGES	91.58 <b>Vendor Total: \$91.58</b>	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	10/27/21 PURCHASE	30220054
MANSFIELD OIL COMPANY		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL	3,199.45	FUEL INVENTORY	29-14200-	22752217	29220010
FUEL	4,274.98 Vendor Total: \$7,474.43	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22752216	29220010
MARTAM CONSTRUCTION INC					
STONEYBROOK PARK IMPROVEMENTS	16,478.95	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2104	13867	40220370
RATT CREEK REACH 5 SEWER IMPROVEMEN	274,675.99 Vendor Total: \$291,154.94	W & S IMPR EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W2204	13869	40220364
MARTELLE WATER TREATMENT					
CITRIC ACID/CARUSOL	5,623.90 Vendor Total: \$5,623.90	WATER OPER - EXPENSE WAS BUSI CHEMICALS	07700400-43342-	22465	70220022
MCMASTER CARR SUPPLY COMPANY					
PLASTIC PIPE FITTING	15.41 Vendor Total: \$15.41	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	67700113	70220226
MENARDS CARPENTERSVILLE					
TOOLS & SUPPLIES	79.99	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	82071	50220003
MORTON CLEAN AND PROTECT	468.11 <b>Vendor Total: \$548.10</b>	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	82027	28220015
METRO STRATEGIES GROUP LLC					
PR FIRM - OCTOBER 2021	3,000.00 Vendor Total: \$3,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	AL-01	40220350
MICHELE ZIMMERMAN					
MAPSI CONFERENCE MILAGE/MEALS	192.47 Vendor Total: <b>\$192.47</b>	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	MAPSI CONF 2021	10220307
MIDAMERICAN ENERGY SERVICES LLC					
10/11/21-11/9/21 WWTF	19,161.20	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	455591	70220037
10/11/21-11/9/21 WTP #1	3,740.08	<b>WATER OPER - EXPENSE WAS BUSI</b> ELECTRIC	07700400-42212-	455594	70220040
10/11/21-11/12/21 WTP #2	5,300.91	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	455592	70220038
10/5/21-11/3/21 WTP #3	2,779.42	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455531	70220039

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/11/21-11/9/21 WELL #7 & #11	2,794.62 Vendor Total: \$33,776.23	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455593	70220041
MUNICIPAL COLLECTION SERVICES INC					
COLLECTION FEES OCTOBER 2021	4.50 Vendor Total: \$4.50	GEN FUND BALANCE SHEET  AP - COLLECTION SERVICES	01-20115-	020289	10220035
NAPA AUTO SUPPLY ALGONQUIN					
RETURNED OIL FILTER	-26.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	139879	29220011
OIL FILTER	23.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	138621	29220011
OIL FILTER	26.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	139291	29220011
CLAMP	37.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	140538	29220011
CURVED HOSE	73.93	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	140434	29220011
CURVED RADIATOR HOSE	85.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	140498	29220011
BATTERY	179.49 Vendor Total: \$400.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	138549	29220011
NATIONAL POWER RODDING					
HYD METER REFUND AROUND ALGONQUIN	1,400.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
HYD METER REFUND AROUND ALGONQUIN	1,400.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND (2)	
EMERGENCY REPAIRS	6,662.50	SEWER OPER - EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	07800400-44416-	52874	70220243
21-00000-00-GM STORM SEWER CLEANING	200,000.00 Vendor Total: \$209,462.50	MFT - EXPENSE PUBLIC WORKS MAINT - STORM SEWER	03900300-44431-	52821	40220375
NICOR GAS					
10/7/21-11/8/21 WTP #3	982.70	<b>Water Oper - Expense W&amp;S BUSI</b> Natural Gas	07700400-42211-	04-29-91-4436 2	70220033
10/5/21-11/4/21 WWTP	235.55 Vendor Total: <b>\$1,218.25</b>	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	83-83-64-3667 1	70220035
NORTH EAST MULTI REGIONAL TRAINING					
TRAINING - SALAZAR	50.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	293679	20220110

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$50.00				
NUTOYS LEISURE PRODUCTS					
PLAYGROUND REPAIRS	215.60 Vendor Total: <b>\$215.60</b>	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	52181	50220100
ONE TIME PAY					
M CARLSON/CANCELLED CLASS	35.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	BATON CLASS REFUND	
HYD METER REFUND AT HIGHLAND GLEN	727.43	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
HYD METER REFUND AROUND ALGONQUIN	973.15	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
HYD METER REFUND IN DOWNTOWN ALG	1,137.28 Vendor Total: \$2,872.86	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
P F PETTIBONE & CO					
ARMED FORCES PATCHES	77.00 Vendor Total: <b>\$77.00</b>	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	181322	20220111
PAHCS II					
RANDOM DRUG TESTING	40.00 Vendor Total: \$40.00	POLICE - EXPENSE PUB SAFETY PHYSICAL EXAMS	01200200-42260-	519440	10220300
PATTEN INDUSTRIES INC					
PGEN14 PARTS	12.12 Vendor Total: \$12.12	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P56C0007321	29220101
PENTEGRA SYSTEMS LLC					
RANDALL ROAD PEDESTRIAN UNDERPASS	3,920.50 Vendor Total: \$3,920.50	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1264	63854	40220374
PETROCHOICE LLC					
CHEMICAL LUBRICANT	327.05 Vendor Total: <b>\$327.05</b>	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	50738493	70220239
PITNEY BOWES					
MAILING SYSTEM 9/30/21-12/29/21	641.62 Vendor Total: <b>\$641.62</b>	<b>GS ADMIN - EXPENSE GEN GOV</b> LEASES - NON CAPITAL	01100100-42272-	3105087070	10220022

PLOTE CONSTRUCTION INC

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TERRACE HILL STREET IMPROVEMENTS	9,557.70 Vendor Total: \$9,557.70	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1634	190490.18	40220366
POLYDYNE INC					
CHEMICALS	3,143.93	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	1594916	70220027
CHEMICALS	5,030.28 Vendor Total: \$8,174.21	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	1595528	70220027
POMPS TIRE SERVICE INC					
TIRES	664.04	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640094508	29220024
TIRES	2,416.64 Vendor Total: \$3,080.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640094685	29220024
PRO SAFETY INC					
SAFETY EQUIPMENT - GLOVES	139.86	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	2/882530	40220357
SAFETY EQUIPMENT - GLOVES	454.55	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	2/882530	40220357
SAFETY EQUIPMENT - GLOVES	186.48	SEWER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07800400-47760-	2/882530	40220357
SAFETY EQUIPMENT - GLOVES	174.82	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	2/882530	40220357
SAFETY EQUIPMENT - GLOVES	209.79 <b>Vendor Total: \$1,165.50</b>	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	2/882530	40220357
RAY O'HERRON CO INC					
UNIFORM PURCHASE - SLABINSKI	148.98 <b>Vendor Total: \$148.98</b>	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2157175-IN	20220117
RED WING SHOE STORE					
SAFETY BOOTS - KORDECKI	191.24	SEWER OPER - EXPENSE WAS BUSI Uniforms & Safety Items	07800400-47760-	425-1-78747	70220225
SAFETY BOOTS - SCHUTZ	100.00	SEWER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07800400-47760-	955-1-61520	70220241
SAFETY BOOTS - SCHUTZ	100.00 <b>Vendor Total: \$391.24</b>	WATER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07700400-47760-	955-1-61520	70220241
RES GREAT LAKES LLC		NAT & DRAINAGE - EXPENSE PW			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
NATURAL AREA MAINTENANCE	1,740.00 Vendor Total: \$1,740.00	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	IN19018	40220349
ROBERT MITCHARD					
PW CONFERENCE LUNCH REIMBURSEMENT	13.05 Vendor Total: \$13.05	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/01/21 PURCHASE	10220308
ROLAND MACHINERY EXCHANGE					
COUPLING/TUBE/JOINT ASSEMBLY/CAP	645.90 Vendor Total: \$645.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	32181071	29220004
RUSH POWER SYSTEMS LLC					
COUNTRYSIDE BOOSTER	1,804.00 Vendor Total: \$1,804.00	WATER OPER - EXPENSE W&S BUSI MAINT - BOOSTER STATION	07700400-44410-	9230	70220235
RUSH TRUCK CENTER					
RETURNED TIE ROD AND NUT	-256.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025680401	29220032
RETURNED SEAL, GASKET AND HUB CAP	-39.59	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025696831	29220032
OIL SEAL	30.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025683241	29220032
FS PAC	52.03	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025533328	29220032
TIE ROD AND SLOT NUT	256.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025666081	29220032
HEX NUT/OIL SEAL/END	262.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025699434	29220032
OIL SEAL/GASKET SEAL/KING PIN	399.18 Vendor Total: \$704.62	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025661891	29220032
SERPENTIX CONVEYOR CORP					
BFP EQUIPMENT MAINT.	119.10 Vendor Total: \$119.10	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	20877	70220227
SHI INTERNATIONAL CORP					
ACROBAT PRO DC FRED MARTIN	96.80	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	B14399906	10220305
ACROBAT PRO DC FRED MARTIN	12.10	SEWER OPER - EXPENSE WAS BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	B14399906	10220305
ACROBAT PRO DC FRED MARTIN	12.10	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	B14399906	10220305

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$121.00				
SPACECO INC					
HARNISH DRIVE STREET IMPROVEMENTS	47,489.40 Vendor Total: \$47,489.40	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1833	87090	40220353
STANARD & ASSOCIATES INC					
PRE-EMPLOYMENT TESTING	900.00 Vendor Total: \$900.00	POLICE - EXPENSE PUB SAFETY BOARD OF POLICE COMMISSION	01200200-47720-	SA000048120	20220114
STATE TREASURER					
TRAFFIC SIGNAL MAINT.	4,554.97 Vendor Total: \$4,554.97	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	61621	50220103
STRAND ASSOCIATES INC					
HIGH HILL STREET IMPROVEMENTS	8,199.40 Vendor Total: \$8,199.40	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1922	0177279	40220365
STREICHERS					
UNIFORM PURCHASE - RANDALL	35.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11535477	20220118
UNIFORM PURCHASE - CARROLL	25.00	POLICE - EXPENSE PUB SAFETY Uniforms & Safety Items	01200200-47760-	I1533614	20220112
UNIFORM PURCHASE - WALKER	89.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	I1532838	20220112
UNIFORM PURCHASE - RANDALL	35.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11534269	20220115
UNIFORM PURCHASE - BUCHELERES	59.97	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11533764	20220115
UNIFORM PURCHASE - SEEGERS	115.97 <b>Vendor Total: \$361.92</b>	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	I1534266	20220115
THIRD MILLENNIUM ASSOCIATES	••••				
INTERNET E-PAY NOVEMBER 2021	322.50	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	26978	10220015
INTERNET E-PAY NOVEMBER 2021	322.50	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	26978	10220015
11/17/2021 UTILITY BILL	1,502.37	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	26977	10220309
11/17/2021 UTILITY BILL	1,502.38 Vendor Total: \$3,649.75	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	26977	10220309

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
THOMPSON ELEVATOR INSP					_
ELEVATOR INSPECTIONS	43.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-2379	30220009
ELEVATOR INSPECTIONS	86.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-2212	30220009
ELEVATOR INSPECTIONS	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-3025	30220009
ELEVATOR INSPECTIONS	430.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-3027	30220009
ELEVATOR INSPECTIONS	860.00 Vendor Total: \$1,619.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-2899	30220009
TIM WILKIN					
BALLISTIC LIGHT MOUNT	37.65 Vendor Total: <b>\$37.65</b>	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11/08/21 PURCHASE	20220109
TODAYS UNIFORMS					
UNIFORM PURCHASE - TREML	69.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	210164	20220003
UNIFORM PURCHASE - VERGARA	239.80 <b>Vendor Total: \$309.75</b>	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	209726	20220003
TODD WALKER					
PURCHASES ON PERSONAL CREDIT CARD	929.00 Vendor Total: <b>\$929.00</b>	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	11/08/21 PURCHASES	10220298
TRI-R SYSTEMS INC					
ELECTRICAL MAINTENANCE	1,305.00 Vendor Total: \$1,305.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	005353	70220232
TRITECH SOFTWARE SYSTEMS					
ZEBRA ZQ520 USB 12 FT AND 6FT	51.22	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	337867	10220291
ZEBRA ZQ520 USB 12 FT AND 6FT	6.40	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	337867	10220291
ZEBRA ZQ520 USB 12 FT AND 6FT	6.40 Vendor Total: <b>\$64.02</b>	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	337867	10220291
TROTTER & ASSOCIATES INC					
WOODS CREEK LS UPGRADES	3,233.50	W & S IMPR EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W2123	19209	40220348

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		W & S IMPR EXPENSE W&S BUSI			
WWTP IMPROVEMENTS PHASE 6B	43,458.80 Vendor Total: \$46,692.30	ENGINEERING/DESIGN SERVICES	12900400-42232-W1843	19130	4022034
ULINE INC					
SAFETY EQUIPMENT - MASKS	86.70	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	140900100	4022036
SAFETY EQUIPMENT - MASKS	43.34	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	140900100	4022036
		WATER OPER - EXPENSE W&S BUSI	0.000.00		.022000
SAFETY EQUIPMENT - MASKS	43.34	UNIFORMS & SAFETY ITEMS	07700400-47760-	140900100	4022036
	Vendor Total: \$173.38				
UNITED LABORATORIES					
CHEMICALS DEODORANT BLOCKS & LIQUIDS	545.14	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	INV334268	7022024
	Vendor Total: \$545.14				
US BANK EQUIPMENT FINANCE					
RICOH COPIER 12/21/2021	200.94	<b>GS ADMIN - EXPENSE GEN GOV</b> LEASES - NON CAPITAL	01100100-42272-	459019733	1022029
RICON COPIER 12/21/2021	200.94	INTEREST EXPENSE - GEN GOV	01100100-42272-	409019733	1022028
RICOH COPIER 12/21/2021	73.13	INTEREST EXPENSE	01100600-47790-	459019733	1022029
RICOH COPIER 12/17/2021	179.54	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	458643574	1022002
		CDD - INTEREST EXPENSE			
RICOH COPIER 12/17/2021	27.75	INTEREST EXPENSE	01300600-47790-	458643574	1022002
RICOH COPIER 12/17/2021	27.76	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	458643574	1022002
		PWA - EXPENSE PUB WORKS			
RICOH COPIER 12/17/2021	179.54 Vendor Total: \$688.66	LEASES - NON CAPITAL	01400300-42272-	458643574	1022002
	vendor rotar. \$000.00				
USIC RECEIVABLES, LLC		SEWER OPER - EXPENSE W&S BUSI			
UTILITY LOCATING OCTOBER 2021	1,338.19	PROFESSIONAL SERVICES	07800400-42234-	472268	7022002
UTILITY LOCATING OCTOBER 2021	5,907.45	PROFESSIONAL SERVICES	07800400-42234-	472268	7022002
UTILITY LOCATING OCTOBER 2021	1,338.19	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	472268	7022002
UTILITY LOCATING OCTOBER 2021 UTILITY LOCATING OCTOBER 2021	5,907.45	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	07700400-42234-	472268	7022002
0.12.1.1.200.1000.0022.1.202.1	Vendor Total: \$14,491.28		0.7.00.00	2200	. 022002
V3 CONSTRUCTION GROUP LTD					
		NAT & DRAINAGE - EXPENSE PW			
GRAND RESERVE CREEK DRAINAGE	725.00	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	APPLICATION #4	4022036
	Vendor Total: \$725.00				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VERIZON WIRELESS SERVICES LLC					_
10/14/21-11/13/21 STATEMENT	91.83	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	627.65	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	1.71	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	903.08	GENERAL SERVICES PW - EXPENSE TELEPHONE GS ADMIN - EXPENSE GEN GOV	01500300-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	496.59	TELEPHONE  POLICE - EXPENSE PUB SAFETY	01100100-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	673.57	TELEPHONE  PWA - EXPENSE PUB WORKS	01200200-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	257.81	TELEPHONE  RECREATION - EXPENSE GEN GOV	01400300-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	98.94	TELEPHONE  SEWER OPER - EXPENSE W&S BUSI	01101100-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	597.08	TELEPHONE  VEHCL MAINT-REVENUE & EXPENSES	07800400-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	98.94	TELEPHONE  WATER OPER - EXPENSE W&S BUSI	29900000-42210-	9892813505	10220310
10/14/21-11/13/21 STATEMENT	509.62 <b>Vendor Total: \$4,356.82</b>	TELEPHONE	07700400-42210-	9892813505	10220310
VISU-SEWER OF ILLINOIS LLC					
HYD METER REFUND AROUND ALGONQUIN	1,400.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
SANITARY SEWER REHABILITATION	8,588.42	W & S IMPR EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	12900400-44416-	8897-R	70220231
SANITARY SEWER REHABILITATION	50,000.00	SEWER OPER - EXPENSE WAS BUSI MAINT - COLLECTION SYSTEM	07800400-44416-	9240	70220221
SANITARY SEWER REHABILITATION	5,981.80 <b>Vendor Total: \$65,970.22</b>	W & S IMPR EXPENSE WAS BUSI MAINT - COLLECTION SYSTEM	12900400-44416-	9240	70220221
WATER PRODUCTS CO AURORA					
RETURNED VALVE BOX KEY	-125.00	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	0306743	
REPAIR CLAMP	113.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0306714	70220245
VALVE KEY	125.00	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	0306559	70220246
HYDRANT PARTS	1,470.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0306680	70220236

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$1,583.00				
WATER WELL SOLUTIONS ILLINOIS LLC					
WELL EVALUATION	6,750.00 Vendor Total: \$6,750.00	WATER OPER - EXPENSE W&S BUSI Professional Services	07700400-42234-	IL21-11-118	70220244
WHOLESALE DIRECT					
ROCKER SWITCH	110.54 Vendor Total: <b>\$110.54</b>	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	000254188	29220108
WILLIAM DALE WILSON					
2021 SANTA APPEARANCES	1,000.00 Vendor Total: \$1,000.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	701	10220301
ZIEGLERS ACE HARDWARE					
EXCHANGE PROPANE TANK	21.99 Vendor Total: <b>\$21.99</b>	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	039637/L	70220229
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATIONS	8,336.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152752	
TRAFFIC CASES, ORD VIOL-COSTS ADVANCE	7.33	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152752	
PLANNING, ZONING, BLDG COMMISSIONER	2,035.00	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	152752	
PERSONNEL MATTERS	92.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	152752	
PERSONNEL MATTERS	231.25	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	152752	
MISCELLANEOUS	2,405.00	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	152752	
MUNICIPAL CODE	46.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152752	
POLICE DEPARTMENT	46.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152752	
MEETINGS	1,387.50	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	152752	
PUBLIC WORKS/ADMINISTRATION	92.50	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	152752	
TRAFFIC, ORD VIOLATIONS-MUN COURT	270.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152752	
VILLAGE PROPERTY MATTERS-MICELLANEOL	46.25	CDD - EXPENSE GEN GOV Legal Services	01300100-42230-	152752	

Vendor Invoice Description	Amount Account Description		Account	Invoice Purchase Order
CREEKSIDE TAP - TIF	3,191.25	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	152752
CREEKSIDE TAP-COST ADVANCED - TIF	53.00	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	152752
DAWSON LOT 120	2,590.00	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	152752
DAWSON LOT 120 - COST ADVANCED	73.60	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	152752
ALGONQUIN STATE BANK - PARKING LOT - TII	1,110.00	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	152752
ASB PARKING LOT - COST ADVANCED - TIF	63.06	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	152752
ANNUAL TIF REVIEW	323.75	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	152752
Ven	dor Total: \$22,400.74			

REPORT TOTAL: \$1,566,560.44

### Village of Algonquin

### List of BIIIs 12/7/2021

#### **FUND RECAP:**

<u>FUND</u>	DESCRIPTION	<b>DISBURSEMENTS</b>
01	GENERAL	57,139.54
03	MFT	291,689.87
04	STREET IMPROVEMENT	465,553.68
05	SWIMMING POOL	253.23
06	PARK IMPROVEMENT	21,546.55
07	WATER & SEWER	356,130.42
12	WATER & SEWER IMPROVE	336,571.51
26	NATURAL AREA & DRAINAGE	2,465.00
28	BUILDING MAINT. SERVICE	14,391.94
29	VEHICLE MAINT. SERVICE	20,818.70
TOTAL ALL FUNDS		1,566,560.44

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE:	APPROVED BY:



# VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

## December 6, 2021

The following meetings are scheduled to be held by the Village Board or Village Commission. Meeting information, which includes meeting location and meeting agendas can be found by visiting <a href="https://www.algonquin.org">www.algonquin.org</a>. Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

December 6, 2021	Monday	7:00 PM	Planning & Zoning Commission Special Meeting	GMC
December 7, 2021	Tuesday	7:30 PM	Village Board Meeting	GMC
December 8, 2021	Wednesday	7:00 PM	Historic Commission Meeting	HVH
December 13, 2021	Monday	7:30 PM	Planning & Zoning Commission – Cancelled	GMC
December 14, 2021	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
December 18, 2021	Saturday	8:00 AM	Historic Commission Workshop	HVH
December 21, 2021	Tuesday	7:30 PM	Village Board Meeting	GMC
December 21, 2021	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC
December 25, 2021	Saturday	8:00 AM	Historic Commission Workshop – Cancelled	HVH
January 4, 2022	Tuesday	7:30 PM	Village Board Meeting	GMC

ALL MEETINGS AND/OR TIMES ARE SUBJECT TO CHANGE OR CANCELLATION.

ALL CHANGES AND/OR CANCELLATIONS WILL BE POSTED AT THE GANEK MUNICIPAL CENTER AND <a href="https://www.algonqiun.org">www.algonqiun.org</a>

## ELEVENTH CONTINUATION OF PROCLAMATION OF LOCAL DISASTER EMERGENCY IN THE VILLAGE OF ALGONQUIN, ILLINOIS

On March 17, 2020, the President of the Village of Algonquin issued a Proclamation of Local Disaster Emergency in response to the well-publicized Coronavirus disease 2019 (COVID-19) for a limited timeframe of seven (7) days. On March 17, 2020, April 7, 2020, May 19, 2020, June 16, 2020, July 21, 2020, August 18, 2020, September 15, 2020, December 31, 2020, and March 16, 2021, June 15, 2021, and September 7, 2021, the President/Acting Village President of the Village of Algonquin and the Village Board continued the Proclamation to December 7, 2021.

In accordance with the Illinois Emergency Management Act, 20 ILCS 3305/1, et seq., and the Municipal Code, Village of Algonquin, Illinois, Chapter 8, Emergency Services and Disaster Agency, I, Debby Sosine, the President of the Village of Algonquin, and the Village Board again do hereby proclaim that a local disaster emergency exists in the Village of Algonquin due to ongoing Coronavirus disease 2019 (COVID-19), including concerns relating to the Delta variant, in the Village of Algonquin and McHenry and Kane Counties. The purpose is to activate the response and recovery aspects of any and all applicable local or interjurisdictional disaster emergency plans, to authorize the furnishing of aid and assistance thereunder, and to bring this to as quick of a conclusion as possible.

The Village of Algonquin's emergency operations plans are hereby activated for the best interest of the residents of the Village of Algonquin.

This Proclamation is effective the 7<sup>th</sup> day of December, 2021 and shall continue to March 15, 2022.

Voting Aye: Voting Nay: Absent:	
Abstain:	APPROVED:
(SEAL)	Village President Debby Sosine
ATTEST: Village Clerk Fred Martin	
Passed:	
Approved:	
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