

AGENDA  
COMMITTEE OF THE WHOLE  
May 12, 2020  
- AGENDA -  
7:30 P.M.

Pursuant to Governor Pritzker’s Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct the board meeting remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete packet may be viewed online via the Village Board’s link on the Village’s website, [www.algonquin.org](http://www.algonquin.org). If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/96549494987> or dial in (877)853-5257 or (888)475-4499 webinar ID 965 4949 4987. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or [meetingcomments@algonquin.org](mailto:meetingcomments@algonquin.org); or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial \*9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

Remote meetings will be recorded for the sole purpose of accurate meeting minutes.

Trustee Spella – Chairperson  
Trustee Sosine  
Trustee Steigert  
Trustee Jasper  
Trustee Brehmer  
Trustee Glogowski  
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee see above.)*
3. **Community Development**
  - A. Consider the Revised Trails of Woods Creek Development Plan
4. **General Administration**
  - A. Consider Restaurants and Outdoor Seating on Public Property
5. **Public Works & Safety**
  - A. Consider an Agreement with Trotter & Associates for Professional Engineering Services for the Phosphorus Discharge and Optimization Plan
  - B. Consider Certain Vehicles as Surplus
  - C. Consider an Agreement with McHenry County Conservation District for Authorization to Connect the Maker’s Park Trail from Armstrong Street to the Prairie Trail
  - D. Consider an Agreement with DK Contractors for the Construction of Maker’s Park Bike Path
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: May 8, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Trails of Woods Creek - Updates*

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*Nottingham Drive:* Nottingham Drive has been aligned as asked by Public Works, with an open space vista as requested by Planning Staff.

*Fairway View Drive:* The Police Department performed a series of directed patrols in this area. There is not a wide incidence of speeding on this roadway as evidenced by the summary provided by the Police Department (attached). However, it is recognized that speeds decrease with a noticeable presence of the Police, so the Village is adding traffic calming as part of the forthcoming reconstruction project. The bike crossing will have beacons and warnings. In addition, a traffic circle at Nottingham is being studied.

*Bike Path:* Lake in the Hills officials have indicated they are cooperative toward interconnecting the bike paths (see attached e-mail from Fred Mullard). As noted at the last Committee of the Whole meeting, Pulte has committed to constructing that crossing if it can be built.

A number of other revisions have been made to the engineering plans and plats as noted in the Village Response Letter.

*Elevations:* Every home will have at least a 30” high wainscot of full-depth (4”) brick or similar stone, real, concrete-based, or cultured stone, or similar masonry material along the entire front elevation. At least 20% of the homes in the Estates will feature at least 40% brick or stone on the front elevation.

Front elevations will be supplemented by dormers, decorative porch pillars, decorative garage doors, and a minimum 4” wide window trim on all windows without shutters or masonry surrounds. All homes will feature corbeling, brackets, decorative gable vents, shakes, battens or other brackets to match the architectural style of the exterior home.

All vinyl siding shall be an upgraded minimum .042 inches and shall be Alside lifetime warranty or better, as provided by Pulte.

Any changes in elevations or materials shall be subject to the review of the Village Manager or designee, who may refer the changes to the Board for approval.

Pulte shall provide an anti-monotony provision within the development agreement that agrees to these provisions, as well as regulates color, architecture, and home features to avoid “cookie cutter” looking streetscapes.

*Redevelopment Agreement:* Negotiation work continued but a final draft was not ready for packet distribution. The draft Agreement will be distributed under separate cover early next week.

## CONCLUSIONS

Pulte has proposed a very good development project that will not negatively impact the neighboring properties. This proposal demonstrates a good use of conservation design, and results in preservation of 62 acres of the site as open space, including restoration of 35 acres of highly valuable wetland, flood plain and ecologically sensitive lands that will be donated to the Village.

The subdivision layout creates home sites that nearly all back up to open space. The layout minimizes the impact upon surrounding homes by providing large open space buffers and preserving existing trees around those homes. The home sizes are competitive with the surrounding neighborhood, so home values will not be impacted.

The project will enhance the Woods Creek Watershed, and complies with the terms of the Village’s Conservation Design zoning requirements. The project will reduce flooding issues on neighboring properties. The project fulfills the intent of the underlying R1-E zoning and will actually result in less density with fewer homes being built that could be constructed by-right.

Concurrence to move this forward for Board approval, subject to compliance with the Staff review comments and final Village Attorney review and approval of the Redevelopment Agreement, is recommended.



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: May 8, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Trails of Woods Creek, Public Input from April 14 Meeting*

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At the April 14 meeting, Committee members asked for specific responses to the public input comments made at that meeting in relation to the Trails of Woods Creek development proposal. That summary is provided below.

**Jeff Uka, 320 Fairway View Drive** – He is concerned about the traffic on FWV Drive. Has there been any consideration to eliminate northbound traffic on FWV? This would prohibit other towns from using the village side streets as a cut through. Eliminating a large amount of traffic, then the new traffic from the proposed subdivision would not be as much as an issue.

**RESPONSE:** Fairway View Drive does not have high levels of traffic considering it is classified as a Collector street on the Comprehensive Plan. The additional traffic from this subdivision will not add to backups at the intersection of Algonquin Road nor Bunker Hill Drive. There is not a wide incidence of speeding on this roadway as evidenced by Police Department directed patrols. However, the Village is adding traffic calming as part of the forthcoming reconstruction project.

**Bob Smith, 1571 Glacier Parkway** - Would echo some of the concerns putting this on the agenda in the virtual format. He is concerned on the density issue, at the P&Z meeting the developer indicated that our Ordinances are not up to date with the current market. He feels are Ordinance regarding density is correct. He does not want the Village to change the density requirements, for if they do it would change the Estate type scope of the area which would be a detriment. Also, the Village is not getting any benefit from the developer. In the past there was always an incentive for the Village and/or School District such as parks, playgrounds, school enhancements, etc. but in this proposal there are no incentives. He suggested to introduce an incentive that would enhance the neighborhood.

**RESPONSE:** This project has the same overall density as the surrounding neighborhood, in fact it will actually result in less density with fewer homes being built that could be constructed by-right. The layout is different, with smaller lots and more public and private open space. This project is providing the Village with every incentive, whether impact fees, off-site and/or on-site improvements, or a top quality product, as any other similar project.

**Kim Brown 281 Summerdale Lane** – She would like to reiterate what Bob Smith said, why bring this up now when there are so many people with concerns with the project. It feels like an opportunity to get this done without anyone present. My concerns with the project mostly just changing the zoning with the commercial and density requirement. She lives off the 9th green and every time it rains, there are water issues and there are certain areas that flood. Her house particularly, their sum pump goes off every day. Also in Terrace Hill they have drainage issues. How will this new subdivision, especially with the additional density proposed, effect the drainage? Are all these questions going to be answered somehow?

**RESPONSE:** The questions have been asked and answered. The project is moving forward at the developer's request and the Committee's input. Water issues will be resolved with this development. There is no additional density proposed.

**Lisa Sweeney – 901 Hayrack Dr.:** She walked the neighborhood and talked to some of her neighbors and their concerns are declining property values, substantial loss of open space, increased vehicle counts on adjacent road such as Bunker Hill, according to the IDOT website Bunker Hill Rd is past its maximum, lot sizes are too small, and too many existing trees are being removed. Will there be another public hearing sometime regarding the Trails of Woods Creek Development in front of the Planning and Zoning Commission?

1) JPMorgan economists said the 16.8 million jobless claims filed in the last three weeks indicate a huge surge in job losses, which they estimate at 25 million in April. JPMorgan economists cut their second-quarter forecast even more, now expecting the economy will decline by 40%. According to Bloomberg News, another U.S.-wide housing slump is coming. The coronavirus pandemic will cause many cash-strapped Americans to sell their homes, flooding the market with excess supply. ATTOM Data Solutions, curator of the nation's premier property database and first property data provider of Data-as-a-Service (DaaS), today released a Special Report spotlighting county-level housing markets around the United States that are more or less vulnerable to the impact of the Coronavirus pandemic. High-level findings from the analysis: Among the 483 counties analyzed, only five in the Midwest (all in Illinois) rank among the top 50 most at risk and most vulnerable to housing market problems connected to the Coronavirus outbreak. The midwestern counties are McHenry County, IL; Kane County, IL; Will County, IL and Lake County, IL, all in the Chicago metro area; and Tazewell County, IL, in the Peoria metro area.

With these current statistics in mind, and with the uncertainty of when the country will be reopened due to the Coronavirus Pandemic, what is your confidence level that the Algonquin housing market will support 267 new medium density dwelling units on the Terrace Hill Golf Course starting this fall? References for above information:

<https://www.cnbc.com/2020/04/09/jpmorgan-now-sees-economy-contracting-by-40percent-andunemployment-reaching-20percent.html>

<https://www.bloomberg.com/opinion/articles/2020-04-10/coronavirus-fallout-u-s-housing-prices-willtumble>

<https://www.attomdata.com/news/market-trends/attom-data-solutions-special-report/>

**RESPONSE:** Pulte has a 5-to 10-year buildout timeline for this project. This is a much longer horizon than the current pandemic and its impact on the economy. Further, if the housing market does shrink, the project will not move forward until the market recovers.

2) "A ... precipitous decline in business, has necessitated a change in land use for the subject property".

If a change in business income necessitated a change in land use, what evidence related to the site owner's business income does the village possess that validates the owner's claim? Since the state and federal governments and financial institutions require annual tax returns as income verification, why doesn't the Village government require the same transparency and relevant documentation for income verification from the site owner?

Reference for above quote: p. 34, "Findings of Fact", Point #2 from "Packet - Part Two (Trails of Woods Creek Development)

[https://www.algonquin.org/egov/documents/1586459289\\_85432.pdf](https://www.algonquin.org/egov/documents/1586459289_85432.pdf)

**RESPONSE:** The Petitioner's sworn testimony at the public hearing is sufficient on this point. Cross-referenced proof from multiple sources is not required. Further the owner's income is confidential and this is only one of many determining factors in the decision. Lastly, it is widespread knowledge that the popularity of golf has dropped precipitously nationwide.

3) "... the petitioner's proposed development will provide a variety of desirable housing options for the local community."

What factors led local subject matter experts to determine there is suitable demand for 267 new, medium density dwellings in the Terrace Hill area? What importance did the more than 80 vacant properties near Algonquin's Grand Reserve development play in determining the demand?

Reference for above quote: p. 34, "Findings of Fact", Point #2 from "Packet - Part Two (Trails of Woods Creek Development)

[https://www.algonquin.org/egov/documents/1586459289\\_85432.pdf](https://www.algonquin.org/egov/documents/1586459289_85432.pdf)

**RESPONSE:** The vacant lots in Grand Reserve are age-restricted, different sizes, and different product types. The builder determines demand and product types that they see suitable for the marketplace. The proposal is not medium density dwellings, at under 2 units per acre it is actually very low density housing..

4) "Algonquin's Comprehensive Plan did not anticipate the redevelopment of this property, showing the site as open space consistent with its existing golf course use. The Comprehensive Plan shows low density residential use to the east, west and south. Property to the north is in Lake-in-the-Hills and consists of the Boulder Ridge Country Club and related residential development."

a) What new considerations to the community impact overall led the Village to deviate from the Comprehensive Plan for this site, and in so doing, lose significant open space, double the site's intended population density, loosen the site's current zoning requirements, and double the site's intended # of dwelling units?

b) What other examples in the community has the Village strayed from the Comprehensive Plan to this or a greater extent?

Reference for above quote: p. 38, "Relationship to Comprehensive Plan" Paragraph 2 from "Packet – Part Two (Trails of Woods Creek Development)

[https://www.algonquin.org/egov/documents/1586459289\\_85432.pdf](https://www.algonquin.org/egov/documents/1586459289_85432.pdf)

**RESPONSE:** This statement presents several misleading and seemingly foregone conclusions that 1) the Village and the neighbors are losing significant open space; 2) the population density will be double; 3) the zoning is "loosened"; and 4) there will be double the number of intended units; none of which, in fact, are true. Second, the Plan is a guideline, not a dictating ordinance. Case in point, CarMax is being constructed on land designated Business Park/Light Industry on the Land Use Plan, which the Board determined was no longer relevant in the Randall Road corridor.

5) "The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values."  
The traffic counts adjacent to this site on Bunker Hill Drive were 6,700 vehicles/day in 2017, more than double its intended capacity as a collector street of 1,000-3,000 vehicles, and more than secondary arterial street County Line Road, according to the Illinois Department of Transportation and the Algonquin's Comprehensive Plan. Even so, the Village proposes to double the site's intended dwelling units (2.4 to 4.7 du/ac) and intended density from 137 to 267 dwelling units by loosening existing zoning requirements via a PUD.

CURRENT Zoning (R-1E) REDEVELOPMENT Zoning (R-1E PUD)

2,473,240 total sq footage of all lots (per proposal) vs. 2,473,240 total sq footage of all lots (per proposal)

137 # of lots 267 # of lots

18,000 average lot sq ft 9,263 average lot sq ft

2.4 dwellings/acre 4.7 dwellings/acre

**RESPONSE:** Again this statement is miscalculated and misleading with a foregone conclusion. The traffic study, which has been reviewed and vetted by three Professional Engineers in the employ of the Village, has proven that there is a minimal impact upon the surrounding neighborhood. The number of homes is not doubling, neither is the density, and the zoning is not being loosened.

How will the village address Bunker Hill's substantial increase in motor vehicle traffic on a long-term and sustained basis and ensure the safety and welfare of person's residing and working in the vicinity, such as school children, residents, pedestrians, bicyclists, since current traffic overwhelms and continues to dramatically change the way Bunker Hill Drive was intended to function?

Reference for above quote and information: p. 34, "Findings of Fact", Point #3 from "Packet - Part Two (Trails of Woods Creek Development)

[https://www.algonquin.org/egov/documents/1586459289\\_85432.pdf](https://www.algonquin.org/egov/documents/1586459289_85432.pdf)

<http://www.gettingaroundillinois.com/gai.htm?mt=aadt>

p. 36, Village of Algonquin Comprehensive Plan

[https://www.algonquin.org/egov/documents/1234805172\\_122802.pdf](https://www.algonquin.org/egov/documents/1234805172_122802.pdf)

**RESPONSE:** “Substantial increase in motor vehicle traffic on a long-term and sustained basis” is an opinionated statement with no basis in fact. Bunker Hill has the capacity to sufficiently move the traffic that is there today, as well as the additional traffic that will be added due to this development. The traffic addition will be minimal, and will not negatively impact the current traffic flow on Bunker Hill Drive. Bunker Hill Drive already has traffic calming devices, speed monitors, and a lowered speed limit.

**Paul and Lisa Sweeney**, and the response from Village consultant Michael Hoffman of Teska Associates:

Question 1: What is the best rationale from a planner's perspective to determine validity of changing a land use? In this instance, the village hasn't shown evidence of the site owner's claim of “precipitous decline in business”, the trigger that necessitated the change in land use.

Answer1: The best rationale for a land use change is the Village's Comprehensive Plan (taking into consideration the age of the plan) and the market. In this case, the assumption when the Comprehensive Plan was developed was the golf course was a viable and appropriate use for the property. The applicant is suggesting, and we concur, that assumption is no longer valid. Regarding the decline in business of the existing golf course, it really is up to the applicant to prove this – not the Village. They provided data with their original application that showed declining rounds played, along with regional and national trends. Golf is struggling these days – that is a pretty clear trend – we have seen several courses redeveloped or proposed for redevelopment in the Chicago region in recent years. At least in my opinion, the evidence presented supported consideration of another land use.

Question 2: And, how important is it to have local subject matter experts determine if there's a suitable demand for the 267 new, medium density dwellings? There are more than 80 properties in a similar development within 5 minutes of the site that have been vacant and on the market for more than 15 years.

Answer 2: I would not call this proposal medium density housing – they have used the conservation design approach which puts more open space in common and reduces lot size – but produces similar density. The overall density here is less than 2 units per acre – consistent with the Low Density Residential classification in the Village's Comprehensive Plan. The Village could certainly contract to have an independent market analysis completed – but that is not a requirement and really not the issue right now. The current issue is determining if this is the correct land use. From a land use perspective, if this site does not make sense as a golf course (see comments above) – then what is the appropriate use? To me there are only two viable options given the surrounding residential development – open space or residential and this proposal combines both. Pulte is a very established builder who has completed several projects in Algonquin. It will be their risk if they proceed with development and the market does not support the project. I am sure they will develop this in phases, which will help them gauge the market and confirm that their assumptions were correct – or not.



Question 3: What about emergency vehicle access?

Answer 3: Regarding your question about emergency vehicle access, yes it is a best practice. Actually, you generally want to connect the streets in adjacent subdivisions as a best practice. However, in situations like this where you would likely have significant concerns by adjacent residents to create an actual street connection to Bunker Hill Drive, using the bike path for emergency access is a better solution. Here's a link to an article that talks about the importance of connecting subdivisions:  
<https://www.cnu.org/publicsquare/2017/03/06/great-idea-street-networks>

**Paul and Lisa Sweeney** objection to the April 14 Committee of the Whole meeting:

1. On April 8, 2020 and April 10, 2020, a letter was distributed and an agenda was posted online by the Village of Algonquin, notifying Algonquin citizens that on April 14, 2020, the Board of Trustees shall hold a public meeting via Zoom Video Communications to review and discuss the development of the Terrace Hill Golf Course [Exhibits A and B], against the stated advice of the Illinois Attorney General and the Federal Bureau of Investigation (FBI).

2. On April 9, 2020, the Illinois Attorney General's office offered the following guidance to "Public Bodies on the Open Meetings Act and the Freedom of Information Act during the COVID-19 Pandemic." Link to guidance: [https://foia.ilattorneygeneral.net/pdf/OMA\\_FOIA\\_Guide.pdf](https://foia.ilattorneygeneral.net/pdf/OMA_FOIA_Guide.pdf)

"Public bodies may choose to postpone or cancel public meetings. Executive Order Nos. 2020-07 and 2020-18 encourage public bodies to postpone public business when possible.<sup>14</sup> Where a public body does not have critical issues that must be addressed because time is of the essence, cancelling or postponing public meetings may be prudent during the COVID-19 outbreak, rather than holding meetings that could pose a risk of danger to the public."

As of April 8, 2020, there have been 206 identified cases of COVID-19 in McHenry County and 5 deaths. Without a definite critical issue to be discussed, holding a public village meeting during a high point of the COVID-19 Pandemic is not a rational decision nor a legal action. There is no evidence suggesting the proposed development of the Terrace Hill Golf Course is in crisis.

3. On March 30, 2020, the FBI issued a warning about using Zoom Video Communications in a public forum. The FBI's recommendations for utilizing Zoom Video Communications are not being followed by the village nor are state and village mandates regarding public meetings being adhered to. Link to recommendations:

<https://www.fbi.gov/contact-us/field-offices/boston/news/press-releases/fbi-warns-of-teleconferencing-and-online-classroom-hijacking-during-covid-19-pandemic>

"Do not make meetings or classrooms public. In Zoom, there are two options to make a meeting private: require a meeting password or use the waiting room feature and control the admittance of guests.

Do not share a link to a teleconference or classroom on an unrestricted publicly available social media post. Provide the link directly to specific people.

Manage screen sharing options. In Zoom, change screen sharing to "Host Only."

Ensure users are using the updated version of remote access/meeting applications. In January 2020, Zoom updated their software. In their security update, the teleconference software provider added passwords by default for meetings and disabled the ability to randomly scan for meetings to join.

Lastly, ensure that your organization's telework policy or guide addresses requirements for physical and information security."

4. The development of the Terrace Hill Golf Course is a highly contentious topic and of great interest in the Village of Algonquin, as it is monitored closely by hundreds of residents. The attached Written Protest against the golf course development [Exhibit C] contains 60 signatures of adjacent property owners and is entered into evidence.

To attend a noncritical, public meeting of the Village of Algonquin Board of Trustees via Zoom Video Conferencing and Chat, village officials and citizens of Algonquin are being compelled to compromise their online identities and personal data to data harvesters during the COVID-19 Pandemic. There is no guarantee provided that data and conversations held over the Zoom Video Conferencing and Chat will not be collected and used without permission. In addition, the F.B.I. warned that Zoom was susceptible to a form of digital hijacking known as "Zoombombing" following incidents where hackers joined online meetings to harass participants with racist or graphic taunts, raising the specter that personal user data might be vulnerable, too.

5. For the foregoing reasons, public review, discussion, and comment with the Village of Algonquin Board of Trustees regarding the development of the Terrace Hill Golf Course, as well as other noncritical public matters, should be postponed until both the safety and security of the public and village officials is ensured for public meetings.

**RESPONSE:** The Village must continue with its business. Zoom meetings are allowed and the Village has done everything to assure that they are secure, including following the recommended protocols. Even so, members of the public that are still concerned about internet safety may participate by phone. This is neither a required public hearing, nor a meeting that requires any public input. At the Chair's discretion, an opportunity for public input was provided.

**Tim Hull**, Fairway View Drive - Thank you for directing the Algonquin Police department to provide additional patrols in the Terrace Hill subdivision and specifically along Fairway View Drive after our productive town meeting. These patrols along with the road construction obstacles has slowed down at least some of the traffic on Fairway View Drive as I've witnessed the Police stopping a portion of the speeding traffic.

I still observe many cars, SUV's, trucks, and delivery vans traveling exceedingly fast (and bottom-out when they unwittingly hit the construction gravel gully on Fairway View Drive) when the Police are not in the area (which I fully understand they can't be patrolling 24 x 7).

I still believe that traffic calming measures and warning signs are the better longer-term solution, especially at bike/walking trail entrance / exit since the Algonquin Police cannot be patrolling 24 x 7.

Again, we would like to extend our thanks for this tactical measure of additional Police presence from all the walkers, joggers, mothers with baby carriages, and the residents that live on/near Fairway View Drive.

Traffic concerns are NOT going to evaporate when Algonquin/Randall Road and Longmeadow Parkway are completed regardless of what the planners suggest.

I do want to emphasize that we have a CURRENT traffic issue with the speed and quantity of North/South traffic on Fairway View Drive between Algonquin Road and Bunker Hill Road. The traffic pattern from the NorthWest residential to/from the SouthEast shopping areas has exploded on Fairway View Drive .... why traverse Square Barn to slower, regulated 25MPH Bunker Hill when you can fly down Algonquin Road and Fairway View to lessen the impact of the slower Bunker Hill road which has traffic calming devices built in? Why battle the traffic at Algonquin and Randall roads when I can avoid it all together?

As noted in the attached e-mails, I attempted to articulate my/our personal observations along with any person utilizing the walking/bike trail (which is proposed to be extended into the new development) take their lives in their own hands as cars, trucks, delivery vans, (etc.) speed at rates far exceeding the posted 30MPH (which should be 25MPH) exposing the Algonquin citizens to serious harm.

We have personally observed and been witness to cars/trucks passing each other on Fairway View Drive, pedestrians jumping away from fast moving vehicles, and numerous other near misses. I have called the Algonquin Police to request their patrols which I fully understand is not their primary concern, but for the most part, they have had a good portion of ticket to patrol ratio!!

Bottomline, all we ask is to have some type of traffic calming devices, speed warning / lashing detectors, speed bumps (but apparently they don't work) similar to those on Bunker Hill, Ackman Road, or Square Barn Road, (etc.).

I believe that this is a small ask vs. the high potential of a major vehicle / human tragedy.

**RESPONSE:** The Village is examining the best traffic calming measures to incorporate into the forthcoming roadway reconstruction of Fairway View Drive. Directed patrols have maintained that excessive speeding is not an issue. Despite that, the Village is also studying if the roadway speed limit should be lowered to 25 mph. Current cut through traffic is a result of construction elsewhere.

We would like to convey our disappointment with the recent approval of the development of the Terrace Hill Golf Course without any reference to the already excessive and dangerous speed of traffic on Fairway View Drive and overall safety concerns of bike and pedestrian traffic on the existing bike trail as it intersects with Fairway View Drive. We did hear consideration of moving the development exit for the Fairway Estates on Nottingham Way (which seems illogical as it would provide a good alternative to traffic flow), but no consideration of impacts to the Terrace Hill residents and the excessively dangerous traffic on Fairway View Drive.

**RESPONSE:** Traffic issues addressed above. Note the project has not been approved.

In addition, there were no details of the 200 foot 'improvement' to the existing watershed on the East side which currently drains the Terrace Hill Golf Course.

**RESPONSE:** As noted at the meeting, this is the Public Works Director's request. No engineering has been completed yet on this improvement, so no details are provided.

First and foremost, the existing North and South traffic on Fairway View (Raceway) Drive needs to be addressed via a stepped up Police presence and ultimately with traffic calming and pedestrian walkway

improvements. We witness hundred's of cars on a daily basis vastly exceeding the posted 30 mile an hour speed limit (which should be 25 MPH at a maximum) with numerous close calls and near misses of pedestrians, animals, bikes, and baby strollers (Yes – baby strollers).

We have witnessed on multiple occasions cars being passed, our neighbors not being able to exit their driveways, commercial trucks cutting through the neighborhood, and an accident with a Postal carrier vehicle getting hit by a truck going North on Fairway View Drive while exiting Greens View Drive.

These near misses (praying that these will be only near misses) and speeding traffic will be exacerbated by the development plans to extend the bike path into the new development along with the increase in traffic from the high density development going South and East. Yes – the traffic from the new development WILL be using Fairway View Drive to get to destinations South and East (as we currently witness hundreds of vehicles on a daily basis) as opposed the incorrect assumption made by the Algonquin planner and Traffic engineering study.

We STRONGLY recommend documented improvements be made to ensure safe passage from the existing bike trail to the extension into the new development (e.g. using the Ackman Road improvements as an example) before final approval of the development.

Note: There were speed bumps installed in the past, but apparently there were 'complaints' that the speed bumps impeded their speed and damaged vehicles and were removed. I find that very strange and concerning that the speeding vehicles would be more of a concern than the citizens of Algonquin.

Regarding the watershed 200 foot improvement, I would also like to review these plans before approval. I do believe that the development has done a good job of watershed planning and would like to understand what impact (if any) to the trees and other vegetation in scope of the 200 foot improvement.

In summary, we fully understand the rights to sell / develop the land and commend the developers plans regarding most of the development, but we are very concerned with:

- \* The overall density and lack of realistic planning of current and increased volume / speed of traffic on Fairway View Drive
- \* Lack of acknowledgment and planning for the safety of the bike trail passage into the new development
- \* The 200 foot 'improvement' of the watershed on the East side of Fairway View Drive

These issues need to be addressed before any final approval of the development.

**RESPONSE:** Duly noted. The project status is preliminary, if approved by the Village Board, the developer will proceed with Final Engineering and these details will be addressed.

### **Marie Hull**

The Residents of Terrace Hill and Fairway View Estates who live on or near Fairway View Drive continue to be concerned with the speed of traffic on Fairway View Drive. We understand that an increase in traffic is to be expected with the current road construction on Randall and Algonquin roads, but

increased traffic does not mean we have to endure traffic flying through our neighborhood at seriously high speeds.

And this is not an issue that is going to go away once the construction is done. This issue has been around for years. New roads may reduce some of the traffic but it will do nothing to slow the traffic. With nothing to deter cars from speeding, they will continue to speed down Fairway View. For some, it has become a race way to see how fast they can go. Gunning their engines as they speed towards Algonquin Road. Fairway View is a short cut for all homes west of here going east. There are no deterrents to slow cars so this is now the favored route to get to shopping centers and points south on Randall rd. Just pull out your phone and ask Google Maps. It will direct you through Terrace Hill. Why go down Bunker Hill, where traffic calming devices and slower speed limits exist. Traffic now comes down Fairway View - Until traffic calming devices and slower speed limits are implemented on Fairway View it will continue to be a raceway and death trap. On any giving day, cars speed up and down Fairway View traveling 40+ miles an hour, some even coming through at 50 mph or more. No, we are not exaggerating.

These cars put the lives of those who live here at risk every day. It is not just dangerous to walk or ride a bike in our neighborhood, but it is dangerous to pull out of our driveways or turn on or off of Fairway View. Cars speeding through pull up on our bumpers and even pass us as we try to pull on and off of our streets and driveways.

Terrace Hill was established 30+ years ago as a country estate neighborhood. Homes built on large lots without sidewalks to give that country feel; this is why so many of us built homes here – for that country feel. As more and more neighborhoods were built around us, Terrace Hill was bastardized to give access to these other neighborhoods – which have no access to the main arteries and shopping areas – their only access is via the roads through Terrace Hill.

Terrace Hill, the neighborhood that we have called home for over 30 years is now a highway where on any day of the week hundreds of cars speed through. Why has this been allowed to happen? The village recognized years ago that speeding is an issue on Fairway View. There used to be speed bump and speed detectors to let drivers know they were speeding. The speed bumps were removed because cars were bottoming out and tearing up the pavement – why, because they were going too fast! The village's solution was to remove them. Now there is nothing to slow the speeding cars. Even the speed detectors were removed.

Bunker Hill has traffic calming devices and 2 speed detectors. The speed limit on Bunker Hill is only 25 mph, why is it 30 on Fairway View? Are the lives of people living on Bunker Hill worth more than those on Fairway View? We have heard village officials refer to Fairway View as a Collector Road – that is why the speed limit is 30 and not 25. Fairway View was not built as a collector road – it is a neighborhood road with many driveways and yards fronting it. Families and children walk and ride bikes and push baby carriages along Fairway View many going to and from the bike trail. Cars regularly speed past the bike path entrance, which is not even marked, at speeds of 40-50 miles an hour. It is only a matter of time till a horrible accident occurs.

Do we have to wait till someone is seriously injured or even killed before the village rectifies this problem? Even calls to our local police department are not taken seriously and no patrols are ever sent. Now a new neighborhood on the existing Terrace Hill Golf Course is being proposed. This will only increase the amount of traffic on Fairway view and exacerbate the problems.

Why are no traffic calming devices being installed as part of our current street construction? Are there any plans in the future to control the speed of traffic? Lower the speed limit? Send police patrols? Anything at all? The replies we have received in the past regarding this problem are not good enough. Do nothing is not good enough. We ask our village to do the right thing and find a solution to this problem.

**RESPONSE:** All of these issues are addressed above.

**John O'Donnell**

1. Why is this proposed development being allowed to circumvent BOTH zoning for the property put in place when the golf course was annexed – AND THE Village's own Comprehensive Plan?

**RESPONSE:** "Allowed" to circumvent the plan infers that the proposal is already approved. The developer is petitioning based upon the fact that the economics that were in place when the plan was approved have changed substantially enough to justify a change. Further, Village Codes require that the zoning be changed on the property – both to PUD and as a Conservation Design development - prior to the development.

2. Does this proposed development risk the same outcome as the failed GRAND RESERVE Development by the Algonquin Library main branch and Spella Park?

**RESPONSE:** There is risk with any proposed development. The Grand Reserve development is a different mix of residential types, lot sizes, and is completely age restricted and was just beginning active marketing before the 2007 crash.

3. Is it reasonable during the current economic climate to undertake such an ambitious development of the largest open space left on the west side of Algonquin?

**RESPONSE:** The developer sees it as reasonable.

4. How is it consistent that a TREE CITY USA town would ignore professional concerns regarding tree preservation from Teska Associates, a Chicago area Community Planning, Placemaking, and Landscape Architecture firm?

**RESPONSE:** Because it differs from the opinion of the Village foresters and Public Works Director, Parks and Forestry Division, and the long term desired impact of the restoration of the Woods Creek ecosystem.

5. Why is Community Development ignoring yet another facet of the village's Comprehensive Plan, one regarding a neighborhood park on site if this land is developed for residential use? Why is it acceptable to remove most existing trees in this open space/park?

**RESPONSE:** This land will include a substantial neighborhood park, as requested by the Village Parks and Forestry Division of the Public Works Department.

6. What compelling reasons require this matter to PRIVATELY come before the Committee of the Whole (possibly violating the Open Meetings Act) during a pandemic when the state is shut down? Why use

ZOOM to convey the meeting when law enforcement agencies such as the FBI warn against using ZOOM due to reasonable fears of compromising sensitive government and personal information including credentials, passwords, etc.?

**RESPONSE:** Already addressed above. This is a public meeting, that is fully secure and follows appropriate recommended protocols, and if persons are concerned they may participate by phone instead.

**Julie Garrard**

Hello. When we purchased our home on the 9th hole of Terrace Hill almost 20 years ago, we always knew there was the potential that the course could be sold. We also knew the size of the lots would be similar to that of the neighborhood, 18,000 sq. feet, and we were ok with that. We chose this area because of the openness. If we wanted to be on top of each other, we would have purchased in a different town. Why does this builder think this development will sell any better than anywhere else? There are empty lots all over our area- a development by the library never finished, empty lots in Terrace Lakes and the Coves, Talamore in Huntley. This area does not need another partially developed subdivision. The village should consider doing something for the residents in this area. A park, walking trails, etc. There is almost nothing on the west side for the residents. At the very least, the village should require the builder to adhere to the lot sizes originally zoned. People do not move out to this area to be on top of each other. They stay in the city for that. There is too much traffic on Square Barn and Bunker Hill already. The schools are busting at the seams with kids. We don't need more people in this area! Please remember you work/represent the residents of Algonquin and you should consider what is best for us. This development is not what is best for us. Thank you for your time!

**RESPONSE:** There are not very many vacant lots available in the Village. There is nearly 35 acres planned for a public park site, which will include walking trails, wetlands, prairie and a creek. This land would not be available to the neighborhood if the developer platted this property with the currently-zoned 18,000 square foot minimum lot sizes, as that land would be in private lots instead. Every existing home in Prestwicke and Terrace Hill that backs up to the golf course today, will back up to either the Village park or a minimum of 75' of private open space before any other lots. The School District supports the proposal. The traffic has been addressed.

Trustee Brehmer:

Question 1: Victor Ramirez's (CBBEL) memo dated March 5, 2020 stated, "Tree removal and reforestation calculations: (See attached 2/26/20 Steven Ludwig memo). Steve's memo provides, per Village Code, that the calculated environmental loss fee is \$429,900. The Pulte proposal in the 2/5/20 Tree Preservation/Replacement letter differs significantly in analysis and approach. This matter will require additional discussion." What is the status of the environmental loss fee?

Answer 1: The tree removal fee will be paid by Pulte in accordance with the Village code. The final amount will be calculated per phase based upon the final landscaping plans (this is preliminary).

Question 2: Would an account be created for trees cost as stated in Steve Ludwig's memo dated 2/26/20? Teska's memo from March 5,2020 listed remaining suggestions on pages 2 & 3. "Remaining suggestions include: o Consider stopping the split rail fence at the northwest corner of the adjacent home at 300 Fairway View Drive (near the intersection of Green View Drive and Fairway View Drive). As

proposed, the fence would split portions of Outlot G, making maintenance more difficult and limiting access to this future public park. Page | 3 o Add some additional trees along the periphery of the open space to better define the area and enhance the overall aesthetics. Specifically, we would suggest: 2 or 3 trees along the rear of Lot 140 2 At least 3 clusters of trees along the north and west sides of Outlot C, perhaps in the vicinity of Lots 62, 67, and 75. o The plantings shown on the north side of Street H (entrance from Fairway View Drive) are very formal and look like a median planting design. While we have no major objections to this, we would also be fine with a more informal planting in this area."

Answer 2: No, Pulte is requiring one tree per lot be installed on private lots, the account is unnecessary.

Question 3: Were Teska's recommendations added to the overall plan?

Answer 3: No, these have not been incorporated yet as it is a review of the draft that is being presented to the Committee this evening.

1. What is Terrace Hill's minimum lot size? (The attachment on page 136 shows MLS and other information for Prestwicke & Manchester Lakes but no mention of Terrace Hill.) Can we obtain this data for Terrace Hill?

**RESPONSE:** Terrace Hill has 18,000 square foot minimum lots.

2. Please clarify – Planning & Zoning developer representative comments state 10 acres would be deeded to Village & 27.5 acres to HOA. A Jan. 13, 2020 Planning & Zoning memo states 35 acres of open space would be naturalized & deeded to Village. Petition in packet states " In total, 62.3 acres or approximately 45% of the Property will be dedicated to common open spaces. Of that common open space, Approximately 10.23 acres located in the southeast portion of the Property, will be reserved as a park site to be dedicated to the Village. The Village will ultimately be responsible for improvement of the park site based on the needs and wants of the community."

35 acres would be naturalized & deeded to Village, correct?

**RESPONSE:** Originally the developer was only going to donate the "high and dry" land now shown as Outlot W, 10.34 acres, for a park. Public Works also requested the wetlands and floodplain area "Outlot N", which is 24.25 acres. The result is 34.59 acres of public park land and open space. These are now shown as Outlots G and H.

3. Trees – Many of the evergreens/arborvitae on the west side of the property adjacent to current residents are declining in health. Could the developer add evergreens to provide a barrier between existing neighbors and this parcel?

**RESPONSE:** The existing tree line was to be preserved in order to minimize the impact of cutting out mature trees and replacing with new ones. The Committee can certainly require additional tree planting in that area. Staff would not recommend removing any trees that are not dead or dying.

4. I appreciate and applaud the implementation of many of the conservation design standards; however, the quantity of mature trees in very good/good condition, especially oak trees being destroyed does not, in my opinion, meet the spirit of the ordinance. 540 trees would be removed for development &



210 trees in open area that would be deeded to Village. The conservation design standards also includes "minimize disturbance to woodlands, wetlands, prairies, mature trees ..." Can both parties revisit the plan and save additional mature trees please?

**RESPONSE:** That would need to be determined by the Village Arborists and the developer. Yes we can try to do more to maximize the tree preservation but in many cases the ground disturbance or installation of utilities will kill most of the trees that we would attempt to save.

5. What is the distance between existing residents' property and street A? What buffer will be implemented to reduce noise, lights, etc..?

**RESPONSE:** The street will be about 30-50 feet from these properties ... This is constrained by the location of the intersection at Frank Road and Algonquin Road, geometric requirements for the street, and the possibility of providing sufficient land for the business lot. However, even if the commercial lot was deleted, that roadway could not be moved significantly further from the six existing homes in Prestwicke subdivision that are impacted. Lots 5-9 in Prestwicke are most impacted which is why the existing trees were proposed to be preserved through that area.

6. Landscaped buffers – Petition states "The landscape buffers provide a minimum 75' of separation between new and existing residences and the landscape buffers will be improved with a combination of deciduous trees, evergreen trees, ornamental trees and shrubs." Is the landscape buffer a minimum of 75' of separation between new & existing residences on west, south, and east sides? Some areas it appears less.

**RESPONSE:** There is a 75' setback minimum all around the property. There is 75' or more along the west side behind the proposed homes, the east side is even greater, and the south side is much greater as that is the public park area. The only exception is the main entry street (Street A) which will be where the current entryway and parking lot are for the golf course. This is constrained by the location of the intersection at Frank Road and Algonquin Road, geometric requirements for the street, and the possibility of providing sufficient land for the business lot. However, even if the commercial lot was deleted, that roadway could not be moved significantly further from the six existing homes in Prestwicke subdivision that are impacted.

7. What is the minimum distance between current residents and outlot F & G?

**RESPONSE:** Outlot F and the west portion of Outlot G are adjacent to the existing homes in Prestwick Subdivision. These lots will be open space maintained by the HOA in Trails of Woods Creek. They are minimum 75' deep between the lots in Prestwicke and the proposed lots in Trails of Woods Creek.

8. There seems to be a bike path connection on every block – if some are eliminated, perhaps lot size could be increased slightly? Who will be responsible for replacement of the paths? Village?

**RESPONSE:** The paths on private open spaces would be maintained by the HOA in Trails of Woods Creek. The paths on Village land would be maintained by the Village after acceptance. The bike path connections are a desirable amenity but if the Committee would want to eliminate some they may make that condition. The resulting lot size increase overall would be negligible and in some cases the area would need to be an easement for utilities anyway.

9. There will be sidewalks, right?

**RESPONSE:** Yes, both sides of every internal street.

10. How will they prevent cars from using the 10' emergency vehicle path?

**RESPONSE:** That depends upon final design and whether it's necessary, it could be through fencing, bollards, or signage.

11. No RV parking/boat parking – The Village implemented this in Glenloch development due to lot size. Isn't this the same issue?

**RESPONSE:** Glenloch was due to the shorter driveways because they asked for less than 30' front yard setbacks. The Developer confirmed that they prohibit RV and Boat parking through the covenants.

12. How will the new development impact the Woods Creek tributary east of Fairway View Drive? Water volume? Erosion? What changes will be made in that area to accommodate the increase volume in water? What is the cost of it? Developer is offering \$50,000 for Village to handle it. These projects are usually very costly.

**RESPONSE:** The outflow will be no different and no greater than it is today, and probably less due to storm retention, restoration of the prairie and wetlands areas and the flood plain improvements. The developer is providing the money for downstream improvements that already need to be done, this contribution is at the request of Public Works. It is a contribution to a larger project that the Village will need to do in the future. Further details will need to be answered by Bob Mitchard.

13. The Village is doing extensive work in the Terrace Hill area. The development would require new storm sewer system. How would this new development impact the Village's current work? Who would be overseeing the sump pump connections to Village sewers to verify it's being completed correctly? Who would oversee the overall project so we don't have additional present/future issues?

**RESPONSE:** The Village uses much more extensive inspections than when Terrace Hill was constructed. The Terrace Hill reconstruction demonstrates why the more extensive inspections are necessary.

14. Would the developer be required to allocate 3+ years of funds in separate account to create/establish natural areas prior to turning them over to the Village? Would Village approve ecological firm's naturalization plan & mix prior to implementation? Will there be a split rail fencing between homeowners' property & open space to prevent mowing, encroachment on area?

**RESPONSE:** Yes, yes, and yes.

15. Should language be added that the 10' wide path should be built to withstand weight of emergency vehicles (fire truck, ambulance, etc.)? "The proposed internal bike path shall be widened to 10-feet through Outlot M out to Bunker Hill Drive, so that it may serve as an emergency access into the subdivision for police and fire vehicles only."

**RESPONSE:** The engineering detail specifications shows that path meets those standards, and will be double checked with the final engineering prior to construction.

16. Special use permit – Petition in packet states “Petitioner proposes that Lot 268 is zoned B-2 and a special use is approved to permit use of said lot as an automobile service station.” Didn’t the petitioner pull this request?

**RESPONSE:** The request for a gas station was part of the original petition but has since been officially withdrawn. At this point the developer is only asking for B-2 PUD zoning for that lot, and any future development of the proposed B-2 lot will have to come back for a public hearing as an amendment to the PUD, whether it’s office buildings, a strip retail center, or a gas station.

17. What safeguards are in place to prevent another Grand Reserve (bankrupt/incomplete or abandoned infrastructure/land or regraded/flooding issues)?

**RESPONSE:** The Village uses much better design requirements, higher stormwater standards, more thorough regulations, better inspections, increased letter of credit/bond requirements, increased requirements and double checking before the letter of credit/bond is reduced, and longer maintenance periods before acceptance.

### **Jerry and Carrie McCabe**

We would like to start off by saying thank you for your service to our community. These are difficult times for everyone and hopefully all is going well with you and your family. Our email today is in regards to the Pulte Homes proposed development of the Terrace Hills Golf course. We were surprised to receive a letter in the mail this weekend about the Zoom meeting board meeting to discuss this development tonight. Your decision on this development is too important, to many of your constituents, to hold an unreliable electronic zoom meeting. This meeting should have been delayed so that your constituents can have their voice heard in person.

We live at 261 Summerdale Lane, which borders the proposed main entrance to the development and the proposed commercial property. We have owned our home since 2008 of which we payed a premium to enjoy a quiet existence on our property. This development would destroy that quiet existence. Pulte had originally told us at their open house the main road would be 70ft from the property line and then at the first village meeting they decreased that down to 40 ft. We are concerned because at the village meeting it was recommended by the village planning committee for them to also now find a way to have a connecting sidewalk/bike path at this entrance. So likely, depending on how Pulte reworks their plans, we will lose even more of that space and have either a roadway or a sidewalk/bike Path right at the property line.

We are 100% against this proposed development. Pulte's proposal to jam a large number of homes onto lots, in which some are half the size of the surrounding lots, (including adding homes half the size of surrounding homes) threatens the tens of millions of dollars of existing home values of the surrounding area. Why do we need more home developments in this area? There are several existing developments, in the surrounding area, that have not been able to sell their remaining lots. Pulte has stated that they expect a 10 year build period for this property (at a minimum). With the current pandemic and uncertainty of the economy right now, how are they going to sell homes to people that don't have a job? Are we expected to live with a partially developed dirt field in our back yard for 10 years or longer?

Pulte has already stated that our property values are going to drop initially with this development. Does the Village Board have a plan in place to reimburse existing residents for lost home values if Pulte's development doesn't bring our homes back to existing market values?

Another concern for us is the impact this is going to have on our community as a whole and the resources available. Especially looking at the schools (which already have some over crowding in classrooms and buses), police/fire departments, and the hospital (which prior to the pandemic was already over their census in numbers). This development is going to add significant traffic and population to the area, if they are even able to sell the homes. How is this going to be addressed? We asked at the last meeting about the schools and how it was going to affect the area and there were no answers given to address these concerns.

Lastly, with their plan to have the area segregated into their 3 types of areas, there is no assurance that their "empty nester" area is for the older generations. We could see this being an area that younger couples who have busy lives buying into because they will be of lower cost and lower maintenance. Or the other side would be people would purchase these homes and then rent them out to people. We also feel that segregating the 3 areas really stereotypes who should purchase a home in each area therefore separates people vs creating a community feeling. These are just a some of the questions that we would have liked to have answered in person.

It has been brought up by several people that it would be nice to keep this as an open space. Wouldn't it be nice to see a park that the community could enjoy instead of another development that sits undeveloped for several years? We hope that you will have the best interest of your constituents in mind and vote to protect the properties, values and lifestyles of the existing property owners.

#### **Kathy Angele**

I would like to know if any changes have been made regarding the landscaping of the development. Particularly the removal of trees directly behind our properties. I am still very much against just having "prairie grass" separating us from the upcoming construction and houses. I love the trees I have behind us and so do the many birds that we feed. Thank you for taking my comments into consideration.

#### **James Fresso**

Most homes in the area have at least 2 cars and some have 3, 4, or 5 cars. when you simply multiply 2 by the number of homes proposed to be built there will be in excess of 500 additional vehicles in the area, all pouring out of only two exits. We are bound to have additional traffic crashes and injuries. Maybe there should be a towing and body shop repair business in the area planned for retail business.

**RESPONSE:** Thank you for your comments. The traffic issues have been addressed.

#### **Edward Marshall**

I thought the presentation given by your board representatives during the last Village Hall meeting was ridiculously biased. If it had been a scene from a TV show, it would have represented a not so subtle back room, the fix is in, deal. The guy in the blue suit, Ben Mason I believe, was just gushing over the Pulte proposal. And when Pulte presented their own (non-independent) traffic study, which clearly defies common sense, many of the home owners snickered in disgust. Obviously anyone can manipulate

a study to come up with numbers you want. Really?! You're going to add 500-700 additional cars into an area already overloaded, and the study's findings are "minimal impact" to traffic patterns. What a load of bull! I thought board members are supposed to represent the home-owners of Algonquin first, not developers that are out to make a quick buck. But who am I kidding. Obviously I'm living in La La land. Regards, from a very disappointed and disillusioned resident of Algonquin.

**RESPONSE:** Thank you for your comments. The traffic issues have been addressed.

### **Tamara Marshall**

Why am I not surprised that this topic is on the agenda at a time when the Board can cast their votes without having to look any one of the voters in the eye. I did my best to look over the 300 some pages posted on the web site Friday. I am disappointed to note that it seems my request to get an independent study on traffic was ignored. Data can be manipulated for outcome, regardless of what Pulte's advocates have claimed and I'm sure will assert again today. It still doesn't pass the basic common sense test of those of us who live around here that adding that many residences is not going to have an impact on traffic. Do any of the Board members live in this area that will be impacted? Additionally, I will highlight that Pulte is trying to kick the can down the road on connecting the bike paths of this development to the existing paths on the other side of Algonquin Rd. Approval of their zoning should be contingent on a connection of these paths so that people can use them and cross the road safely despite the additional traffic. Further I would expect that all other staff recommendations (and they seem to be very minimal), including the ones that require Pulte to give up certain lots of the development, be required by the Board to approve the zoning.

**RESPONSE:** The bike path crossing and many other concerns presented here are addressed in responses above, or in the prior memorandum report to the Committee of the Whole.

### **Debbie Forte**

1 - What are the results of the traffic survey that was suggested by several who attended the January meeting? If no traffic study was done, what was the rationale behind not doing one?

2 - I've yet to hear a sound reason for this development to be jammed in and built in an already densely populated area.

a) More tax revenue?

b) More stress on already crowded schools?

c) stressing of the infrastructure in and around this development?

Basically, what is the advantage that this will bring to the people that live in Algonquin and around this area? Tell us, please.

**RESPONSE:** An extensive traffic study was done, reviewed by multiple traffic engineers employed by the Village, and revised to address Village concerns as noted in the prior Committee of the Whole packet. Please see the traffic study, school, and density facts already outlined above and discussed extensively in prior Staff Reports.

### **Dave Nelson**

I have lived at 301 Summerdale Lane in the Prestwicke Subdivision of Algonquin since 2005, as well as owning a home that my mother resides in which is located in the Terrace Hill Subdivision directly off of Bunker Hill Drive. Both homes front the adjacent Terrace Hill Golf Course. We received the April 8th,

2020 Letter from Mr. Farnum, thank you for the courtesy notice. In the absence of being allowed to appear in person for the Tuesday, April 14th Committee of the Whole meeting regarding the Trails of Woods Creek PUD Project and agenda, please accept and admit for discussion and resolution our following questions and concerns. For the purpose of limiting the content and length of this email, and out of respect for your time and knowledge, I will not include many of the Village's municipal codes or sections that these concerns and questions directly regard. However, I would specifically note Section 21.11 for Planned Developments which support these concerns. The underlying principals point to several instances in the municipal code which note that " no adverse effect on the surrounding property shall occur"

#### 1. Density

Current surrounding developments are in compliance to Algonquin's R-1E zoning requirements of 18,000sf. To insure that the proposed development would not be injurious to property values for existing homeowners, all lot sizes within the proposed development should be consistent with the current R-1E requirements.

How will the village guarantee that the development will not be injurious to existing persons' property values?

#### 2. Preservation of Trees

The Village has declared and publicly committed itself, with tax payer's support, to an environmentally sustainable Algonquin. The "Viable Tree Management and Implementation Program" is a priority. As can be found on the Village's website and promoted, Algonquin has received the coveted award of "Tree City USA". This award has been received from 1996 to present. It was communicated that there are approximately 900 to 1,000 trees, most in a mature state of growth, that would be destroyed and removed. Landscaping plans and proposed replanting of trees would not be capable of replacing these mature trees, which would require decades to replace the loss. How can the Village promote itself as such while approving the developer's plans to destroy hundreds (a thousand) trees, or agree to the proposed percentage of "reduction" for tree removal?

#### 3. General Over Development - Safety & Welfare

The application filed with the Village on December 10, 2019 was seeking approvals of special use and rezoning. Specifically the rezoning of an approximately 2.76 acre portion of the subject property to B-2 PUD with a special use to construct an automobile service station. Subsequently, it was also presented that a potential convenience mall would be considered. Existing amounts of similar uses of properties in the immediate area currently include automobile service stations (currently 6 within a 5 minute drive or less) and convenience malls (of which vacant spaces already exist). The proposed approvals of special use and rezoning of the site would be injurious to property values to nearby and adjacent property owners, notably the Prestwicke subdivision. In addition, detrimental to their general health and safety. The approvals will also place additional hardships economically to existing business owners of similar nature already invested and committed to the community.

How will the Village protect those affected in the Prestwicke subdivision and existing business owners in the event that the Village approves the special use and rezoning?

#### 4. General Question:

Do any of the special use approvals or rezoning decisions impact the areas in which any of the Village Board, Trustees or others involved in personally reside?

Thank you for the opportunity to present these concerns and questions. We sincerely desire that the Village supports not only our concerns, but those of the many families that signed the Written Protest Letter submitted earlier this year. It is in times such as these that the voiceless be heard, and where those that represent us protect our homes, families and safety. Please support us.

#### **RESPONSES:**

1. Density: The preservation of ecologically sensitive areas is important to the Village and this is reflected in the Village's Conservation Design ordinance. The layout allows the developer more flexibility in lot sizes through the PUD process in order to work around natural features and ecologically sensitive areas. If the land were a relatively flat farm field, approximately 312 homes could be built on the property with lots of 18,000 square feet in size. This proposal instead works with the land, using smaller lots that are clustered together, to preserve much more open space. The result is 276 proposed new homes, a reduction in the density of nearly 12%. This is a proven design similar to Manchester Lakes, and in fact this proposal has more open space overall (by percentage of land) than Manchester Lakes. In addition, the layout has large open spaces around the perimeter to provide buffer areas between existing homes and the proposed new development. All of this combines to minimize the impact upon existing homes around the proposed development. The developer has provided some evidence that subdivisions of such design increases the value of surrounding properties because of the natural features and open space, and similar projects (including Manchester Lakes) have proven out the same in Algonquin.

2. No one argues that mature trees will be cut down for this development, and that new ones will take years to grow to the level of the trees that exist today. When land is developed, no matter how carefully planned, some tree loss will be necessary for grading, installation of streets and utilities and other factors. The key is to minimize that impact and plant as many new trees as possible. The developer and staff have worked to minimize the impact of the tree removal, including the existing trees along Prestwicke subdivision that will be preserved. The trees are not replaced on a one-to-one basis, but one inch of new tree per inch diameter of existing tree, so the new tree plantings will far exceed the number of existing trees today.

3. General overdevelopment of retail is rather subjective, but the proposed commercial lot is at a viable, indeed highly coveted location, with direct access to a signalized intersection. The gas station proposal has been formally withdrawn by the developer. Part of the zoning being granted for this property would require any future development of the business parcel to return with a public hearing before the Planning and Zoning Commission and subsequent Committee of the Whole and Village Board approval, as an amendment to the PUD for the property.

4. No, no Trustees own property or live in property directly impacted by this project, and if they did, they would have to abstain on voting.

**Trustee Jasper**

Question 1: The treeline on the west side – that’s going to be given to the HOA? Will there be something written in their documents that says they cannot cut down the trees? Is there some provision if the trees die? Do they have to be replaced? Will we see copies of the HOA before next week? Is this something that has to be agreed upon before we vote or can we have input after we vote? Will there be one HOA for all of the homes or are they going to split them up?

Answer 1: The HOA will maintain the tree lines that are part of their common area (the trees in the public right of way and the Park area will become the Village’s responsibility). If there is not more specific language placed in the covenants, the Village’s standard tree preservation requirements would apply. Committee input on the tree requirements is welcome – we can certainly require tree replacement in the buffer area. The draft covenants are attached but they have not been finalized and will be with the Final Plat. There is one master HOA and 2 sub-HOA’s, one for the “regular” homes and one for the Shores senior-targeted neighborhood that has a higher level of maintenance. There will be a backup SSA put in place per Village standard that allows the Village to perform HOA responsibilities if the HOA does not perform.

Question 2: Could you verify the 75’ setback-this is all around the property?

Answer 2: There is a 75’ setback minimum all around the property. There is 75’ or more along the west side behind the proposed homes, the east side is even greater (I can’t scale the dimension on my computer with a pdf, I would need the paper copy and I’m not in the office), the south side is much greater as that is the public park area. The only exception is the main entry street (Street A) which will be where the current entryway and parking lot are for the golf course. This is constrained by the location of the intersection at Frank Road and Algonquin Road, geometric requirements for the street, and the possibility of providing sufficient land for the business lot. However, even if the commercial lot was deleted, that roadway could not be moved significantly further from the six existing homes in Prestwicke subdivision that are impacted.

Question 3: What is the final disposition of the bike pathway across Algonquin Road? Are we taking the \$20,000 or are we expecting them to do the work? Page 22 of the packet says that we are rejecting this offer.

Answer 3: The Developer has to make their best efforts to build it. There are numerous factors that could prevent that connection, one major one is that (we believe) the path on the north side is on Boulder Ridge property in a private easement. If Boulder Ridge is not willing to grant an easement for the connection, building that would be infeasible, in which case the developer would give us the money and we could build it in the future. There is not a lot of work done on this issue but it will be resolved with the Final Engineering and Final Plat.

Question 4: I don’t remember seeing one, but just checking – is there a clubhouse for the ranch home portion? No pool, or any other amenities like that?

Answer 4: No clubhouse, no pool

Question 5: What is the final agreement regarding the cost of upgrading the lift station?

Answer 5: Developer is paying their share, as part of the upgrades the Village needs some additional work done which is our responsibility



Question 6: What is the status on the disagreement on the building elevation – bringing the brick or stone into the front entryway? Did Pulte agree to this?

Answer 6: Pulte has not agreed to it and wants to hear the Committee's input (Update provided for 5/12 CoW)

Question 7: What kind of fencing is going to replace the chain link? Is it going all the way around the property?

Answer 7: The replacement is chain link and is not going around the property. The Village wants split rail around our public park land. The 12 homeowners who have fences that tie into the current chain link fence will have the opportunity to have that fence replaced along the rear of their property.

Question 8: Did the Huntley Fire Department have any input?

Answer 8: Yes

Question 9: What is the final disposition of the tree replacement? Are we charging Pulte the fee for overall lost trees?

Answer 9: Yes, in a way ... Staff and the developer are proposing that the tree replacement fees are offset by substantial costs in improving and restoring the watershed, wetlands and public park prairie land. That will be memorialized in the draft Redevelopment Agreement which is being finalized

Question 10: p. 19 of the packet - #33 What is the status of the jurisdictional determination?

Answer 10: It's in review by Corps of Engineers. We received a correspondence that finalized it on Friday which has not been reviewed by Staff.

Question 11: p. 19 of the packet - #34 What will this \$50,000 cover? Are we taking it?

Answer 11: That was part of Public Works recommendation and will be part of the Redevelopment Agreement which is being finalized

Question 12: p. 23 of the packet - #7 Was the bikepath between 58 and 59 sufficiently widened?

Answer 12: Yes

Question 13: p. 24 - What did Pulte decide to do with the trees it was going to put on private property?

Answer 13: Each home will be required to have a minimum of one developer-provided tree per lot. In addition, trees were added along Fairway View Drive.

Question 14: p. 30 – I think Pulte said no to the new water lines for lots 28 and 30. Are we okay with that?

Answer 14: The developer did not object and has agreed to do this, but, they will need permission from the homeowners. If the homeowners do not grant permission it will become the homeowners' responsibility to connect in the future. See also P. 79 # 15 below, this is the same issue.

Question 15: p. 31 – New light at Fairway View Drive – did I read correctly that McHenry County DOT says the intersection qualifies for a light and Pulte says it doesn't? What happens in that case? Is Fairway View Drive going to be striped for turns?

Answer 15: McDOT noted the intersection meets spacing requirements from the Frank Road intersection and could be signalized if necessary. Public Works wanted the traffic engineer to examine further if traffic signals were needed at that location. The intersection was evaluated for warrants and future traffic growth. Accidents, traffic movements, traffic growth and visibility were further evaluated and the intersection does not meet any of the requirements for a traffic signal, either now or the next 20 years of anticipated growth. Since the intersection does not meet warrants, McDOT will not allow signals to be installed.

Question 16: p. 31 – Was something done about the long loop road system mentioned in the second paragraph?

Answer 16: That was looked at closely, and the widened bike path was added for emergency access at the SW corner of the site, which was the primary concern. The mid-subdivision connector was not feasible as it bisects the open space and grades do not work for an acceptable street. The connector is not necessary for traffic flow or access throughout the subdivision and was recommended only as a convenience for the residents. Police Department is amenable to the current street layout.

Question 17: p. 39 – Was Outlot L taken care of? Is Outlot L going to be turf grass? Will people be able to walk into this area? Do the people with homes here want people walking in there?

Answer 17: Outlot L was an attempt to get some common open space central to this small block of homes, and was eliminated as that block was restructured. The lots now all will back up to each other.

Question 18: p. 70 – #8 What is the final disposition of the signage?

Answer 18: The sign plan has been changed to comply with Village code

Question 19: p. 73 - Was the issue with Lot 205 resolved? The lot is still there.

Answer 19: As noted in the developer's response, the utility easement was widened on the adjoining open space.

Question 20: p. 74 - Landscaping 1.) - are the oaks staying? How many of the oaks on the property are being preserved?

Answer 20: Yes, I understand all of the oak trees are to be saved, but only the oak trees. The Village was requesting that everything BUT the oaks be removed. The developer has changed the plan to show that.

Question 21: p. 77 - 4. PW study completed? Findings?

Answer 21: Yes. The water main system will need to be upgraded with a 12" water main along the west side of the site along Street B in order to provide sufficient water flow and pressure for the proposed Business property at the northwest corner of the development. Otherwise the water main system was fine as designed. The developer has agreed to this change as it benefits their project. There are no additional upgrades necessary to benefit the overall Village water system.

Question 22: p. 79 - #15. This is accurate?

Answer 22: Yes

Question 23: p. 80 - #27 This is okay?

Answer 23: That's up to FEMA, Staff was just pointing out that the developer may have to use a different software package to model the system to meet FEMA requirements. The results are the same, but would be twice the work for the developer.

Question 24: p. 82 - #37 Has jurisdiction been determined? #38 Is this okay with us?

Answer 24: #37 is answered above (p. 19 #33), #38 is OK as that was Public Works request and is being finalized as part of the Redevelopment Agreement draft

Question 25: p. 89 - redo Streets D and E, no 90 degree turns on D - was this done?

Answer 25: One curve in Street D was softened to provide for the new access along Street H. The remainder of the street was not restructured due to the natural constraints of the wetlands and floodway to the south and east, and the terrain of the property. When reviewing it on a flat sheet of paper, a softer curve would be better but when the other factors are considered the street layout works better with the land.

Question 26: I thought I read somewhere that what we will be looking at is just a draft copy. Is the final copy going to be ready for us by next week? In the future I would like to have the final copy ready for us for the COW.

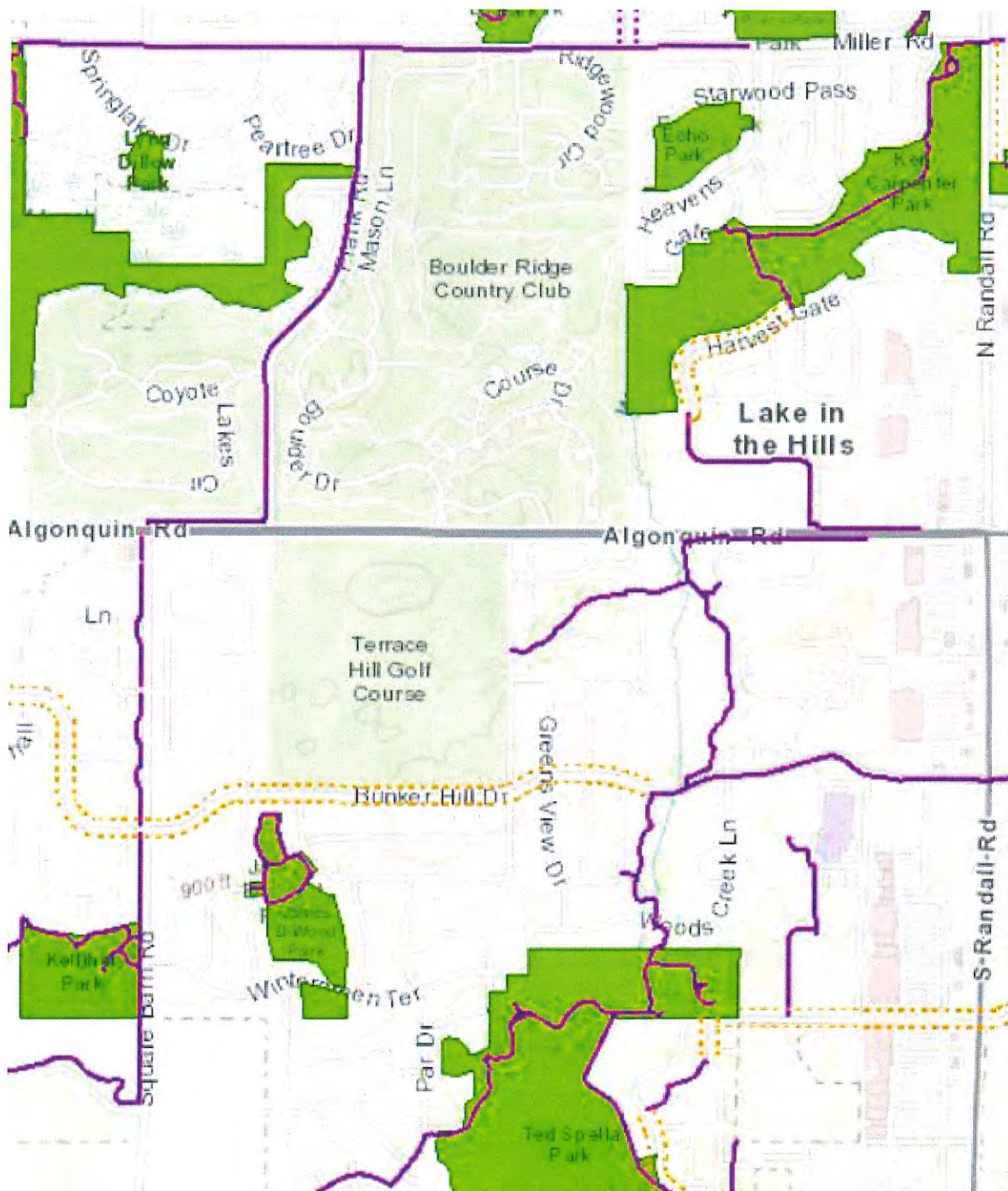
Answer 26: This is a preliminary plan/plat that has made substantial improvement through two revisions since Planning and Zoning Commission. Staff was now comfortable that this is in sufficiently good condition to move it forward for Committee review. It would not make sense to put the final touches on everything until the Committee has a chance to review it and provide their input, which usually results in additional changes. Typically at this stage, the Committee would recommend moving it forward for Board approval with conditions of having the proposal comply with staff recommendations and any other changes that the Committee requests. Those changes will be memorialized in the PUD Ordinance and the Redevelopment Agreement. After that, the developer would complete the revisions as part of the Final Engineering and Final Plan and Plat for each phase. At that point Staff reviews everything to make sure the development plans comply with the conditions of approval, and which also has to come back through the Planning and Zoning Commission and Committee/Board for approval.

Russell Farnum

**From:** Fred Mullard <fmullard@LITH.org>  
**Sent:** Thursday, April 23, 2020 7:50 AM  
**To:** Matt Brolley  
**Cc:** Russell Farnum; Jennifer Clough; Daniel Kaup; Benjamin Redding (BAREdding@co.mchenry.il.us)  
**Subject:** RE: Bike Path Connection - Algonquin/Frank Road  
**Attachments:** Boulder Ridge - The Lakes (Final Plat of Subdivision).pdf

Matt

Connectivity of the bike path along Frank Road to the new path in the Pulte development south of Algonquin Road makes sense. The Village of Lake in the Hills would like to see more details as they become available to grant final approval. Attached is the original plat (referenced in the one Russ provided). I also have the annexation agreement if you require it. This would make a great connection to the Randall Road corridor from the central portion of Lake in the Hills.



## DIRECTED PATROL DETAILS

03-05-2020 / 08:37 PM / Robert Salazar (Algonquin Police Department)

START DATE: 3/6/2020  
 END DATE: 5/15/2020  
 SUBJECT: Driving Complaint  
 AREA/BEAT: A24  
 LOCATION: 3681, , BUNKER HILL DR  
 CAD/REPORT #:

DESCRIPTION: Speeding autos on Bunker Hill. Specifically between Fairway View to Clover. The resident at 3681 Bunker Hill has offered their driveway as a place to sit. At this time, please concentrate on the hours of 0530- 1000 and afternoon hours of 1400-1700. I will be reaching out to the complainant to see if more specific times are available.

Issue Date	Start Time	End Time	Ticket Type	Ticket Count	Warning Count	Contact Card	Narrative	Officer
5/7/2020	05-30-AM	06-00-AM	Select	0	0	0	VERY FEW CARS. HIGH SPEED OF 29. NO STOPS.	Justin Revera
5/5/2020	0-0-0	0-0-0	Select	0	0	0		Cassandra Velazquez
5/5/2020	05-30-AM	06-15-AM	Select	0	0	0	17 vehicles, fastest speed was 30 mph.	Mitchell Slabinski
5/4/2020	05-00-PM	05-25-PM	Written Warning	0	1	0	W/B vehicles between 17-36 MPH. One vehicle 40 MPH- written warning.	Steven Skrodzki
5/4/2020	02-51-PM	03-12-PM	Select	0	0	0	W/B vehicles between 23-37 MPH. No enforcement action.	Steven Skrodzki
5/1/2020	07-30-0	07-50-0	Select	0	0	0	fastest vehicle 34mph no stops	Andrew Dykstra
4/28/2020	07-09-AM	07-30-AM	Select	0	0	0	the following speeds were observed: 27, 35, 29, 26, 25, 26, 29, 27, 31, 29, 25, 30, 26, 26, 29, 28, 26, 29, 29, 25, 30. No t-stops conducted.	Joseph Cisneros
4/26/2020	08-46-0	0-0-0	Select	0	0	0		James Langanis
4/20/2020	0-0-0	0-0-0	Select	0	0	0		Cassandra Velazquez
4/19/2020	04-35-AM	05-00-AM	Select	0	0	0	1 car - 29mph	Daniel Klocke
4/18/2020	0-0-0	0-0-0	Select	0	0	0	approx. 10-20 vehicles, nothing over 31	Jeffrey Diamond
4/12/2020	12-40-AM	01-00-AM	Select	0	0	0	2 vehicles - fastest 33mph	Daniel Klocke
3/28/2020	0-0-0	0-0-0	Select	0	0	0		Cassandra Velazquez
3/25/2020	04-55-AM	05-35-AM	Select	0	0	0	3 cars - fastest 32mph	Daniel Klocke
3/24/2020	0-0-0	0-0-0	Select	0	0	0		Rodney Brown
3/22/2020	04-55-AM	05-35-AM	Select	0	0	0	3 vehicles - fastest 31mph. No violations observed.	Daniel Klocke
3/20/2020	01-55-PM	02-10-PM	Select	0	0	0	NTR	Rodney Brown
3/20/2020	05-30-AM	06-00-AM	Select	0	0	0	NTR	Brandon Pump
3/17/2020	05-20-AM	05-50-PM	Select	0	0	0	NTR	Johnny Beltran
3/16/2020	0-0-0	0-0-0	Select	0	0	0		Cassandra Velazquez
3/16/2020	01-30-AM	01-43-AM	Written Warning	0	1	0	ONE WARNING WRITTEN FOR SPEED #046000356	Justin Revera

3/13/2020	07-35-0	07-55-0	Select	0	0	0	MODERATE TRAFFIC 32 MPH HIGHEST SPEEDS	Brian Siegfort
3/12/2020	06-00-AM	06-15-AM	Select	0	0	0	NTR	Brandon Pump
3/11/2020	05-45-AM	06-00-AM	Select	0	0	0	19 vehicles observed. Highest speed 33. No traffic stops	Joseph Cisneros
3/10/2020	0-0-0	0-0-0	Select	0	0	0		Rodney Brown
3/10/2020	07:30 AM	08:00 AM		0	0	0	Stationary Radar. No violations observed. 9 vehicles observed with an average of 27mph	Rodney Brown
3/10/2020	05-30-AM	06-00-AM	Select	0	0	0	STATIONARY RADAR. NO VIOLATIONS OBSERVED.	Justin Falardeau
3/9/2020	05-30-PM	06-00-PM	Select	1	1	0	2 STOPS FOR SPEEDING. ONE CITATION FOR EXPIRED REG.	Brandon Watson
3/9/2020	0-0-0	0-0-0	Select	0	0	0		Cassandra Velazquez
3/9/2020	04:50 AM	06:00 AM		0	1	0	fastest - 36mph average - 30mph; 1 t-stop	Daniel Klocke
3/8/2020	03-30-PM	03-45-PM	Select	0	0	0	heavy westbound traffic used lidar, all speeds bewtween 22 and 31, 31 was fastest	Nathanael Stenger
3/8/2020	12-15-PM	01-05-PM	Local Ordinance-Traffic	2	0	0	TWO CITATIONS 34 AND 36.	Robert Salazar
3/7/2020	05-20-PM	05-50-PM	Select	0	0	0	Highest speed - 33 MPH. No traffic stops conducted	David Gough
3/7/2020	04-05-PM	04-15-PM	Local Ordinance-Traffic	1	0	0	CITATION ISSUED TO DRIVER GOING 41 MPH. SPOKE TO A NEIGHBORHOOD RESIDENT WHO APPRECIATED APD'S ENFORCEMENT ON BUNKER HILL.	David Gough
3/6/2020	03-0-PM	03-45-0	Select	0	1	0	HEAVY TRAFFIC. ONE STOP. BUS DROP OFFS IN AREA. NO STOP ARM VIOLATIONS OBSERVED.	Haley Bucheles
3/6/2020	07-30-0	08-00-0	Local Ordinance-Traffic	0	2	0	2 stops ww 34mph minimal traffic	Brian Siegfort
3/6/2020	06-55-0	07-10-0	Select	0	0	0	minimal traffic 31 mph fastest obsvd	Brian Siegfort
3/6/2020	05-00-AM	06-10-AM	Select	0	0	0	MULTIPLE VEHICLES DRIVING THROUGH AREA, NO MAJOR SPEED VIOLATIONS OBSERVED. R/O CONDUCTED STATIONARY RADAR	Johnny Beltran



May 1, 2020

Mr. Russel Farnum  
Director of Community Development  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Re: **Trails of Woods Creek - Plan Review Responses**

Mr. Farnum,

We are in receipt of the various village and consultant review comments. The plans and associated documents have been revised as indicated below. In response to the review comments, we offer the following:

**Public Works Preliminary Plat of Subdivision / Preliminary PUD Review Comments of March 6, 2020.**

Overall:

- Street H and Fairway View Drive: PW staff disagrees with the realignment of Street H to the proposed location south as a tee intersection. Staff maintains that the original alignment with Nottingham Drive is the most conventional and safe configuration. The proposed tee intersection alignment becomes the third tee alignment configuration on the project limits stretch of Fairway View Drive; the other two being Greens View Drive and the bike trail crossing.

***Response: Per direction from village staff, the entrance location has been moved as requested.***

- Bike path:
  1. Outlot G: Prior to the connection to the crossing at Fairway View Drive, there is a E-W and N-S meeting of the paths that needs to be clarified, designed, and signed for the safest accommodation of bicyclists here and as they head to or from Fairway View Drive. A Rectangular Rapid Flashing Beacon (RRFB) will be required on Fairway View Drive for the crossing.

***Response: With the relocation of the entrance this path connection has been eliminated. The updated preliminary plan notes the RRFB requirement.***

2. The area between lot 141 and 142 is too narrow for the bikepath.

**Response: The outlot containing the path between Lots 148 and 149 is 18' at the sidewalk and increases to 28' wide at the building setback lines. We are unable to increase the outlot width. If the village does not feel this is adequate, the path can be removed.**

3. Alignment and extension of the bikepath with continuity across Rt. 62 to Frank Road: Staff rejects the \$20,000 offer to address this in the future and respectfully requests the developer work this out and build it as part of the development.

**Response: Pulte Homes will work with the Village of Algonquin to secure approvals from McDOT, Lake in the Hills, and the adjacent private property owner in hopes to secure approvals for this path connection. Initial conversations with the Village of Lake in the Hills were positive and supportive in concept.**

- Easement widths: There are a number of locations where the area for the bikepath and/or sanitary sewer is too narrow. This may necessitate the loss of some lots to accommodate the facilities properly.

**Response: In all locations where the outlot covers sanitary sewer or water main, the width of the outlot is a minimum of 10 feet. The Final Plat will also include additional 5' wide easements on the adjacent residential lots. Per the previous meetings with Village staff, the total 20' (outlot + easement) is adequate. In addition, the outlots with bike paths have been widened.**

#### Utilities:

##### 1.) Water:

- Staff had requested its consultant, Engineering Enterprises, Inc. (EEI) provide a water modeling analysis of the proposed development. Attached is the results of that analysis dated February 20, 2020. Staff concurs with their recommendation of incorporating the Alternate 2, 12" watermain improvements north-south as shown on Exhibit 4 of the report.

**Response: As requested the 8" watermain will be upsized to 12".**

- Street D cul-de-sac: Staff would like the dual watermain eliminated and side yard easements created between lots 200 and 199 and a looping connection through to Fairway View Drive.

**Response: As requested, the dual watermain has been eliminated and the proposed watermain will be routed through the detention area and connect to the existing village main in the Fairway View Drive ROW. A minimum 25' outlot was created for the watermain and the "land bridge" between the two proposed detention basins and was shifted so the watermain would not be constructed under the detention basin.**



2.) Sanitary sewer:

- Staff has evaluated the downstream Woods Creek Lift Station that this project is tributary to. Upgrades to the lift station will be required to accommodate the flow impact to the lift station. The costs for these improvements is estimated at \$228,000. The Village is willing to be responsible for 36% of the cost or \$82,080 for existing deficiency, and the developer responsible for \$145,920 for the upgrade requirements.

***Response: The mechanism for funding of the \$145,920 will be addressed in the Development Agreement.***

- The easement between lots 47 and 48 is too narrow for the sanitary sewer.

***Response: The outlot in this location has been eliminated due to the roadway realignment.***

3.) Storm sewer:

- The Outfall 1 area will require a 42" culvert to replace the existing culverts being removed as part of this development.

***Response: A 42" culvert is only required if the golf course does not develop. Due to the stormwater ordinance we will need to have a 27"- 30" pipe to attenuate the runoff. If the project timing allows, the smaller culvert will be installed. If the Village is ready to construct the Fairway View Drive Improvements prior to Pulte developing the property, a 42" culvert will be installed and a restrictor structure will be designed with Trails of Woods Creek to attenuate the runoff from the proposed development.***

- Sump pump discharge and routing: All sump pump discharge points and collection system needs to be shown on the plans. The plans are inconsistent. There can be no individual discharge points. They need to be collected and routed to a specific outfall if discharging to the rear yards. Example: it is shown correctly for lots 48 through 53 and lots 40 through 47, but not correct for lots 59 through 92 and other places, and show nothing for lots 230 through 243, lots 130 through 150, etc.

***Response: The plan will be revised to collect the sump pumps into a storm sewer system and outlet to the basin with minimal flared end sections. Please note that the ranch pod (Lots 121-248) will primarily be slab construction so no sump pumps will be necessary. The ranch lots with basements will collect the sump pump discharge into the storm sewer system as requested. The lots with sump locations shown on the preliminary plan are the lots that will have basements. This may change based on Final Engineering.***

Landscaping:

- 1.) Tree preservation plan is acceptable.

***Response: Thank you.***

- 2.) Tree removal and reforestation calculations: (See attached 2/26/20 Steven Ludwig memo). Steve's memo provides, per Village Code, that the calculated environmental loss fee is \$429,900. The Pulte proposal in the 2/5/20 Tree Preservation/Replacement letter differs significantly in analysis and approach. This matter will require additional discussion.

***Response: The final calculation is to be addressed in the Development Agreement.***

- 3.) Show species locations and quantities for all plants on the plan sheet.

***Response: To be addressed via Final Landscape Plan.***

- 4.) Provide a chart denoting how many of each plant, and their sizes will be installed on the project. Separate out street trees from all other quantities.

***Response: To be fully addressed via Final Landscape Plan. Currently, on sheet L1.1 of the Preliminary Landscape Plan a landscape summary has been provided denoting quantities of trees, both deciduous, evergreen and with quantities of street trees separated out, while minimum plant sizes are listed under the plant symbols key, found on sheet L0.1. Revised plans depict (1,152) new trees proposed, of which (499) are street trees.***

- 5.) The total number of all trees shall be diverse; no more than 20% of any Genus, and no more than 10% any species.

***Response: To be addressed via Final Landscape Plan.***

- 6.) Include parkway trees at 50' centers in the ROW on Fairway View Drive the entire length of the project.

***Response: The Preliminary Landscape Plan has been revised to add (23) trees at 50-foot centers along the west ROW of Fairway View Drive.***

- 7.) The bike path area between lots 58 and 59 is too narrow. Lot 59 may need to be removed to allow adequate space.

***Response: As requested, this path has been removed from the plan (now lots 49 & 50).***

- 8.) Add four deciduous trees to outlot I.

***Response: The Preliminary Landscape Plan has been revised to add four deciduous trees to Outlot I.***

- 9.) All lots dedicated to the Village shall have any proposed native development plans approved by the Village.

***Response: The proposed native development plans will be included with the Final Engineering and Final Landscape Plans.***

CBBEL Review Comments of March 6, 2020.

PRELIMINARY ENGINEERING PLANS

Sheet 1

1. The site planning has been revised to eliminate the four-way intersection along Fairway View Drive at Nottingham Drive. The connection for Street H is now located 525' to the south of Nottingham Drive. We recommend that the site planning be modified to reestablish the previous four-way intersection.

***Response: Per direction at the Committee of the Whole meeting in April, the site planning was reverted back to re-establish the previous four-way intersection.***

Sheet 2

2. The callout for the connection to the 10-inch watermain on Fairway View Drive is located at the old location on the plan sheet and not to the south where the connection has been moved.

***Response: With the relocation of the entrance, the call-out is now in the correct location.***

3. The engineer shall revise the proposed watermain system to conform with the findings from EEi (Alternate 2) in their report dated February 20, 2020. Portions of the proposed 8-inch watermain system will need to be upgraded to 12-inch diameter pipe.

***Response: As requested the 8" watermain will be upsized to 12".***

4. The sump pump discharges for lots 60 thru 69, 74 thru 76, and 164 thru 174 should be collected into a single pipe and connected to the proposed storm sewer to prevent erosion of the banks of the detention pond in Outlot C(North).

***Response: The plan will be revised to collect the sump pumps into a storm sewer system and outlet to the basin with minimal flared end sections. Please note that the ranch pod (Lots 121-248) will primarily be slab construction so no sump pumps will be necessary. The ranch lots with basements will collect the sump pump discharge into the storm sewer system as requested. The lots with sump locations shown on the preliminary plan are the lots that will have basements. This may change based on Final Engineering.***

5. The sump pump discharges for lots 86, 89 thru 92, 74 thru 76, and 157 thru 162 should be collected into a single pipe and connected to the proposed storm sewer to prevent erosion of the banks of the detention pond in Outlot C(South).

**Response: See response to note 4 above.**

6. The sump pump discharges for lots 175 thru 186, 191 thru 192, and 197 thru 201 should be collected into a single pipe and connected to the proposed storm sewer to prevent erosion of the banks of the detention pond in Outlot G(North).

**Response: See response to note 4 above.**

7. The sump pump discharges for lot 107 should be connected to the proposed storm sewer to prevent erosion of the banks of the detention pond in Outlot E.

**Response: See response to note 4 above.**

8. Sump pump service lines to lots 151 thru 156 and lot 211 should be added to the structures in the proposed rear yard storm sewer.

**Response: See response to note 4 above.**

9. The engineer stated in his response letter that the developer has offered \$20,000 contribution to the Village to construct a protected crossing at the Algonquin Road/Frank Road intersection to connect his proposed bike path with the existing bike path system on the north side of Algonquin Road through a capital project administered by the Village. It is our understanding that the Public Works Department prefers that this remain the responsibility of the developer and we support their position.

**Response: Pulte Homes will work with the Village of Algonquin to secure approvals from McDOT, Lake in the Hills and the adjacent private property owner in hopes to secure approvals for this path connection. Initial conversations with the Village of Lake in the Hills were positive and supportive in concept.**

### Sheet3

10. The 12-inch sanitary sewer from lot 120 to the connection on Bunker Hill Drive has a slope of 0.198% which is less than the minimum of 0.22%.

**Response: As noted with the previous re-submittal, sanitary slopes will be designed to be at or above IEPA minimum slopes with final engineering. The inverts shown on the preliminary plan are to give a general idea of sanitary depth. They may be shown below the minimum slope due to rounding and due to the fact that the plan is at 100 scale and the lengths cannot be scaled accurately.**

11. Sump pump service lines to lots 213 thru 229, 136 thru 141, and 249 should be added to the proposed rear yard storm sewer.

**Response: See response to note 4 above.**

12. The sump pump discharges for lots 107, 110, and 111 should be collected and provided a protected discharge into the detention pond in Outlot E to prevent erosion of the banks.

**Response: See response to note 4 above.**

13. The sump pump discharges for lots 202 thru 210 and 230 thru 237 should be collected into a single pipe and provided a protected discharge into the detention pond in Outlot G (Central) to prevent erosion of the banks.

**Response: See response to note 4 above.**

14. The sump pump discharges for lots 142 thru 150, and 212 should be collected into a single pipe and connected to the proposed storm sewer to discharge into the detention pond in Outlot C(South).

**Response: See response to note 4 above.**

15. The sump pump discharges for lots 134 thru 130, 238 thru 243, and 244 thru 245 should be collected into a single pipe and connected to the proposed storm sewer to discharge into the detention pond in Outlot G(South).

**Response: See response to note 4 above.**

### General Comments

16. The final engineering plans shall include all proposed sanitary sewer laterals and potable water service lines.

**Response: So noted.**

17. The final engineering plans shall include all proposed site grading (contours and spot grading), building footprints, and proposed T/F elevations.

**Response: So noted.**

18. The final engineering shall include the diameter, inverts, and materials for the proposed storm sewer.

**Response: So noted.**

19. The final engineering shall include all applicable utility, pavement, and SESC standard details and specifications.

**Response: So noted.**

#### TRAFFIC IMPACT STUDY

All previously noted comments have been addressed and we recommend approval of the TIS to the Village. The findings of the analysis indicate that a traffic signal at the Fairway View Drive/Algonquin Road intersection is not warranted under Algonquin Road's status as a Strategic Regional Arterial (SRA) roadway. Algonquin Road is under the jurisdiction of the McHenry County Department of Transportation who must approve of any traffic signal improvements at this intersection.

**Response: Thank you.**

#### STORMWATER MANAGEMENT

20. The following is regarding the existing storm sewer data: The invert of the outlet pipe of EXIST SWMF-08A is 886.97.

**Response: The modeling will be updated with Final Engineering to use the invert elevation of the outlet pipe.**

21. It appears that two existing ponds within subarea 003 have not been modeled. Please explain this reasoning.

**Response: SWMF 03A & 03B will be added to the modeling with Final Engineering. They were previously omitted due to the fact that they are irrigation Ponds with very little to no stormwater attenuation.**

22. Please provide an analysis on the outlet pipe for proposed SWMF-07, known as Outfall 2, and verification that the receiving stormwater management system has capacity.

**Response: The modeling and associated results demonstrate a substantial decrease in peak flows from the project site to the receiving stormwater management system. In order to further analyze the receiving system, more information would be needed on the surrounding properties adjacent to the project and across Algonquin Road. It is our professional opinion that since the flow has been substantially decreased from the existing flows the additional modeling is not necessary.**

23. At Outfall 1, the triple storm sewer under the Fairway View Drive will be replaced with a single storm sewer. Please ensure proper energy dissipation and erosion protection measures at the outlet will be designed as part of the final engineering.

**Response: Proper energy dissipation and erosion control measures will be implemented with the construction of the storm sewer under Fairway View Drive.**

24. Please provide an analysis of the proposed rear yard storm sewer at 280 and 300 Fairway View Drive. The grades of the yards are below the High-Water-Level (HWL) of proposed SWMF-01. Ensure no water from proposed SWMF-01 backs up onto these properties through the proposed storm sewer.

***Response: Currently, these two adjacent lots have mapped floodplain on them. Without filling in their lots, we cannot remove the floodplain from their property. Our only obligation is to not make the floodplain worse. As the project moves forward, Pulte will approach the homeowners to see if they are willing to allow the placement of fill to remove their lots from the floodplain. This will be further evaluated with Final Engineering.***

25. The orifice elevation for detention sizing is set at elevation 876.75. The Normal- Water-Level (NWL) of proposed SWMF-01 is 877.00. These elevations should be equal. Please revise accordingly.

***Response: The orifice elevation for SWMF-01 in the "Pre-Onsite" model will be changed to 877.0. A revised report will be submitted with Final Engineering.***

26. Under proposed conditions, a 15.9-inch restrictor, the diameter used in the "Pre-Onsite" model for proposed SWMF-01, will have a release rate of 13.60 CFS at the computed actual maximum water-surface-elevation (WSEL) of 881.86 for the 100-year 24-hour storm event. The same table states a peak outflow of 33.66 CFS is being released from proposed SWMF-01. Please clarify the proposed restrictor and proposed overflow/bypass weir, if any, for proposed SWMF-01.

***Response: The restrictor used in the "Pre-Onsite" model is a theoretical outlet structure to determine detention storage required for on-site only development. When the off-site tributary area is introduced in the "Prelim" model, SWMF-01 utilizes a 27" RCP as the outlet for the facility, in order to bypass offsite flow. The results demonstrate that the proposed peak release from the site to outfalls 1 & 2 will meet allowable release.***

27. Ensure all structures adjacent to proposed stormwater management facilities meet the requirements of Section 9-139 in the Ordinance.

***Response: During Final Engineering, upon determination of proposed base flood elevations in the stormwater modeling, final grades and top of foundation elevations will be calculated in order to provide the minimum freeboard as required in Section 9-139 of the Ordinance.***

28. The time of concentration calculations use the previous Bulletin 70 2-year 24-hour rainfall depth of 3.04-inches. The updated Bulletin 70 2-year 24-hour rainfall depth is 3.34-inches. Please revise accordingly.

***Response: Time of concentration calculations will be revised with the updated Bulletin rainfall value of 3.34 inches for the 2-year, 24-hour event. The revised calculations will be submitted with Final Engineering.***

29. Please provide a summary table similar to the 100-year storm results for the 10- year storm event for both existing and proposed conditions under all durations.

**Response: A summary table for the 10-year event will be included in the revised report to be submitted with Final Engineering.**

30. According to Section 9-141.A.4 of the Kane County Stormwater Management Ordinance (Ordinance), hydraulically equivalent compensatory storage volume will be required for development at "A factor of one (1) to one for Depressional Storage and Nonriverine Regulatory Floodplain." The storage volume displaced below the existing ten percent (10%) frequency flood elevation must be replaced below the proposed ten percent (10%) frequency flood elevation and the storage volume displaced above the existing ten percent (10%) frequency flood elevation must be replaced above the proposed ten percent (10%) frequency flood elevation and below the existing one percent (1%) frequency flood elevation. Please provide the following:

- Calculations for the existing 10- and 100-year base flood elevations (BFE) in the non-riverine floodplain, which is shown on the FIRM and labeled as Zone A.
- Quantities of floodplain fill below the existing 10-year BFE using the existing elevations delineated on the site-specific topography.
- Quantities of floodplain fill above the existing 10-year BFE and below the existing 100-year BFE using the existing elevations delineated on the site- specific topography.
- Quantities of compensatory storage provided incrementally below the proposed 10-year BFE using the proposed elevations.
- Quantities of compensatory storage provided incrementally above the proposed 10-year BFE and below the existing 100-year BFE.

**Response: Floodplain fill will be separated between the 0-10 year and 10-100-year event. The compensatory storage is provided within the stormwater management facilities, above the water surface elevation required for on-site detention storage.**

31. *PREVIOUS COMMENT NOT ADDRESSED.* Storm sewer, inlet capacity, and overland flow calculations should be provided as part of final engineering.

**Response: So noted. They will be provided with final engineering.**

32. *PREVIOUS COMMENT PARTIALLY ADDRESSED.* As noted in the Preliminary Stormwater Management Report, the project will need to obtain a LOMR-F from FEMA to reflect the proposed modifications to the regulatory floodplain. *We acknowledge the engineer's response that the developer seeks to address the timing of the construction and FEMA approvals within the development agreement.*

**Response: So noted.**



33. *PREVIOUS COMMENT PARTIALLY ADDRESSED.* Per the information provided in the Wetland Status Memo, 16 areas were identified for study and analysis within the project boundaries. Areas 3-9 were noted to have the potential to be classified as jurisdictional with USAGE determination to take place in the first quarter of 2020. These areas would be disturbed by the proposed project but are shown to be used for stormwater detention. If found to be jurisdictional, the loss of wetlands will need to be mitigated and a permit obtained through the USAGE for it. The applicant shall provide a copy of the jurisdictional determination to the Village when obtained. *We acknowledge the engineer's response that the client has submitted for jurisdictional determination and that the determination letter will be forwarded to the Village when it is received.*

***Response: The Army Corps has determined that only areas 8 & 9 are under their jurisdiction. See attached Correspondence.***

34. *PREVIOUS COMMENT PART/ALLY ADDRESSED.* As discussed at the development meeting of November 1, 2019, the site is within the Woods Creek Watershed. The staff indicated that the need for channel improvements to the waterway east of Fairway Drive was identified. It is the staffs desire to include these improvements within the overall development scope of work at the expense of the developer. *The engineer states in the response letter that the developer has offered to provide a \$50,000 contribution to the Village towards the construction of the channel improvements through a capital project administered by the Village. It is our understanding that the Public Works staff as amenable to the offer, but it must be formally accepted by the Village.*

***Response: So noted.***

#### OUTSIDE PERMITTING AGENCIES

35. A permit will be required from the IEPA for the proposed watermain extensions.

***Response: Permits will be obtained with final engineering.***

36. A permit will be required from the IEPA for the proposed sanitary sewer extensions.

***Response: Permits will be obtained with final engineering.***

37. A permit will be required from the IEPA for the site disturbance associated with this project.

***Response: Permits will be obtained with final engineering.***

38. A permit will be required from the McHenry County Division of Transportation (McDOT) for all work performed within the Algonquin Road right-of-way.

***Response: Permits will be obtained with final engineering.***

39. A permit from the USACE may be required for the disturbance of wetlands should any of the existing on-site ponds be found to be jurisdictional.

**Response: Permits will be obtained with final engineering.**

TESKA Review Comments of March 5, 2020.

- We recommend a trail connection near the terminus of Street D. A location between lots 202 and 203, coupled with a slight shifting of lot lines around the cul-de-sac, would provide a more direct access to the Outlot G Park and Open Space. This location aligns with a land bridge between stormwater management areas, making the connection to the trail in Outlot G possible.

**Response: The plan has been revised to include a path at the terminus of Street D between lots 224 & 225 as requested.**

- Outlot L is a small (16,651 sq. ft.), isolated open space. At a minimum, we recommend adjusting the rear lot line on lot 226 to run perpendicular to the rear lot line of lot 222, eliminating an acute angle within the open space. Ideally, we would like to see this open space better connected to the overall open space or street network. However, to do so would likely result in the loss of a lot or two.

**Response: As designed, Outlot L is to be passive open space to be owned and maintained by the HOA.**

- Softening of the tight corners and long straight sections of the bike paths is recommended. This will make for a more enjoyable ride by changing the view while potentially enhancing trail safety with smoother corners. In particular, we suggest providing some relief to the long straight trail section that parallels Fairway View Drive on the west side of Outlot G, and smoothing of 90 degree trail corners wherever possible such as at the corner of Fairway View Drive and Street H and just to the west of lot 106.

**Response: We will evaluate this as part of final engineering. Site grading and stormwater management requirements will dictate the path locations.**

- The landscape plan has been revised to address many of our earlier concerns. Remaining suggestions include:
  - Consider stopping the split rail fence at the northwest corner of the adjacent home at 300 Fairway View Drive (near the intersection of Green View Drive and Fairway View Drive). As proposed, the fence would split portions of Outlot G, making maintenance more difficult and limiting access to this future public park.

**Response: The plans have been revised to gap the split rail fence as requested.**

- Add some additional trees along the periphery of the open space to better define the area and enhance the overall aesthetics. Specifically, we would suggest:
  - 2 or 3 trees along the rear of Lot 140
  - At least 3 clusters of trees along the north and west sides of Outlot C, perhaps in the vicinity of Lots 62, 67, and 75.

***Response: The plans have been revised to add (3) trees along the rear of Lot 148 and three clusters of (3) trees along the north and west sides of Outlot C as requested – (12) trees in total have been added.***

- The plantings shown on the north side of Street H (entrance from Fairway View Drive) are very formal and look like a median planting design. While we have no major objections to this, we would also be fine with a more informal planting in this area.

***Response: Noted.***

- Provide additional variety in building elevations in the Springs and Estates product lines. The response letter from Pulte indicated a willingness to address this issue, but we have not seen the additional elevations yet.

***Response: Additional elevations have been developed and submitted for village review.***

Sincerely,



Matt Brolley, P.E.  
Manager, Land Planning and Entitlement  
Pulte Homes –Illinois Division  
Telephone: (630) 777-2973  
Email: matt.brolley@pulte.com

# Trails of Woods Creek Elevation Selections



May 7, 2020

Confidential and Proprietary



# Abbeyville – Shores



# Abbeyville – Shores

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# Ascend – Shores



# Ascend – Shores





# Martin Ray – Shores



# Martin Ray – Shores



# Newberry – Springs



# Newberry – Springs

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# Mercer – Springs



# Mercer – Springs



# Continental – Springs



# Continental – Springs





# Hilltop – Estates



# Hilltop – Estates

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# Riverton – Estates



# Riverton – Estates

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# Westchester – Estates



# Westchester – Estates

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# Woodside – Estates



# Woodside – Estates

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# Castleton – Estates



# Castleton – Estates

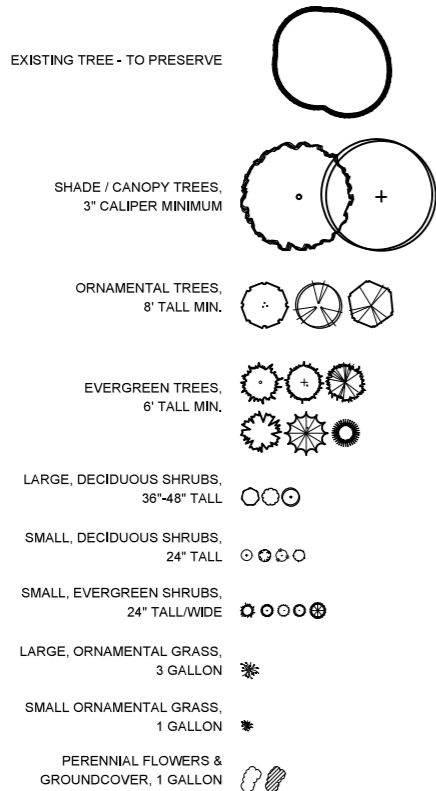
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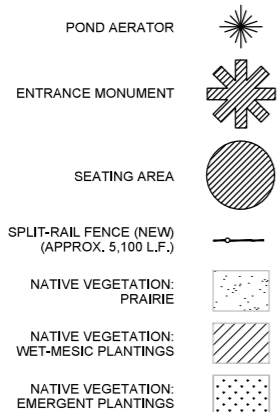
## PLANT SYMBOLS KEY

NOTES!  
NOT ALL PLANT SYMBOLS MAY BE DEPICTED ON PLANS.

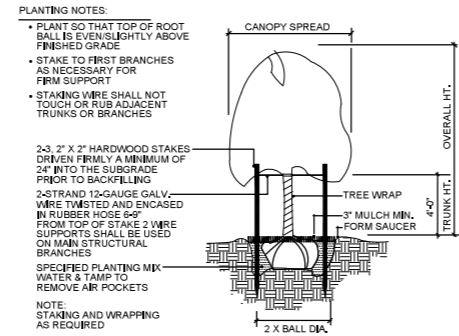
**ACTUAL PLANT QUANTITIES, SIZES, AND BOTANIC/Common NAMES SHALL BE PROVIDED AT TIME OF FINAL LANDSCAPE PLAN.**



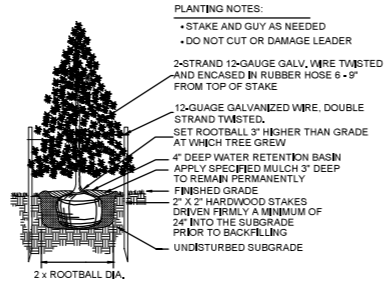
## AMENITIES SYMBOLS KEY



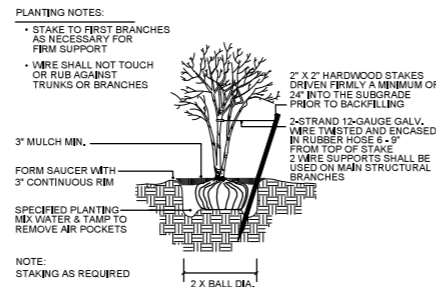
## PLANTING DETAILS



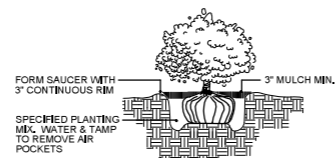
### TREE PLANTING & STAKING NOT TO SCALE



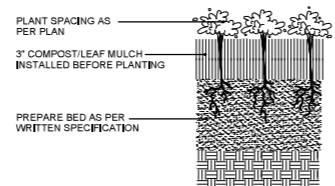
### EVERGREEN TREE PLANTING NOT TO SCALE



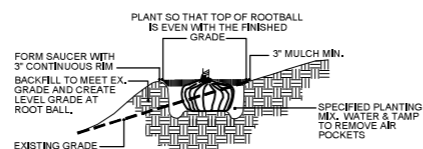
### MULTI-TRUNK TREE STAKING NOT TO SCALE



### SHRUB PLANTING NOT TO SCALE



### PERENNIAL PLANTING NOT TO SCALE



### HILLSIDE PLANTING NOT TO SCALE

## GENERAL LANDSCAPE NOTES

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
- CALL J.U.L.I.E., UTILITY LOCATING SERVICE (TEL 800,892,0123), MINIMUM 48 HOURS PRIOR TO THE START OF ANY DIGGING.
- EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
- PLANT NOTES:
  - ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
  - ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
  - ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
  - PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT, PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
  - ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
  - MAINTENANCE AND CARE OF PLANT MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, FERTILIZING (IF NECESSARY), DEAD-HEADING, WEEDING, AND MULCHING.
- LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
- ONCE TOPSOIL IS SPREAD (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS MAY COMMENCE. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS PRIOR TO INSTALLING ANY PLANT MATERIAL.
- PRIOR TO SPREADING TOPSOIL, OWNER SHALL INSPECT AND ACCEPT ALL BASE GRADES, ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
- ALL PLANTING ISLANDS SHALL BE MOUND TO A CENTER HEIGHT OF TWELVE INCHES (12").
- ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
- LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
- EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
- IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
- PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
- PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
- ALL TURF SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), UNLESS OTHERWISE NOTED ON THE PLAN.
- CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
- LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY, LANDSCAPE ARCHITECT ASSUMES NO LIABILITY, CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
- CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
- (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

## PROJECT TEAM

**DEVELOPER:**  
PULTE GROUP  
1900 EAST GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
TEL (847) 230-5383

CONTACT: MATT BROLLEY

**ATTORNEY:**  
ROSANOVA & WHITAKER, LTD.  
127 AURORA AVENUE  
NAPERVILLE, IL 60540  
TEL (630) 355-4600

CONTACT: RUSS WHITAKER

**ARBORIST:**  
DAVEY RESOURCE GROUP  
NATURAL RESOURCE CONSULTING  
TEL (414) 517-1695

CONTACT: PETE SORENSEN

**LAND PLANNER & CIVIL ENGINEER:**  
CEMCON, LTD.  
2280 WHITE OAK CIRCLE, SUITE 100  
AURORA, IL 60502  
TEL (630) 862-2100

CONTACT: PETE PLUSKWA (LAND PLANNER)  
CONTACT: CHRIS MORGART (CIVIL ENGINEER)

**WETLAND CONSULTANT:**  
V3 COMPANIES  
7325 JANES AVENUE  
WOODRIDGE, IL 60517  
TEL (630) 729-6325

CONTACT: SCOTT BREJCHA

**LANDSCAPE ARCHITECT:**  
DICKSON DESIGN STUDIO, INC.  
526 SKYLINE DRIVE  
ALGONQUIN, IL 60102  
TEL (847) 878-4019

CONTACT: SHARON DICKSON

## SHEET KEY

- L0.1 PROJECT TEAM
- GENERAL LANDSCAPE NOTES
- PLANTING DETAILS
- PLANT SYMBOLS KEY
- L1.1 LANDSCAPE SUMMARY
- OVERALL LAND DEVELOPMENT LANDSCAPE PLAN
- L1.2 LANDSCAPE PLAN DETAILS:
- MAIN ENTRANCE #1
  - NEIGHBORHOOD ENTRANCE #4
- L1.3 LANDSCAPE PLAN DETAILS:
- MAIN ENTRANCE #2
  - NEIGHBORHOOD ENTRANCE #3
  - ALGONQUIN ROAD & FAIRWAY VIEW DRIVE BUFFERS



dickson design  
STUDIO

526 SKYLINE DRIVE  
ALGONQUIN IL 60102  
847 878 4019

CLIENT NAME AND ADDRESS

**PULTE GROUP**

SCHAUMBURG, IL

PLAN DATE

**DECEMBER 6, 2019**

REVISIONS

NO.	DESCRIPTION	DATE
1.	PER VILL COMMENTS	2/14/20
2.	PER VILL COMMENTS	5/1/20
3.		
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10.		

PROJECT NAME AND SHEET TITLE

**TRAILS OF WOODS CREEK**  
ALGONQUIN, IL

**PRELIMINARY LANDSCAPE PLAN**

SHEET NUMBER

**L0.1**

**LANDSCAPE SUMMARY - TREES**

- 499 **STREET TREES:** (499) SHADE TREES
- 16 **MEDIANS & ENTRANCES:**
  - (6) SHADE TREES
  - (10) ORNAMENTAL TREES
- 120 **BUFFERS, ALGONQUIN ROAD + FAIRWAY VIEW DRIVE:**
  - (59) SHADE TREES
  - (29) ORNAMENTAL TREES
  - (32) EVERGREEN TREES
- 117 **OPEN SPACE:**
  - (104) SHADE TREES
  - (8) ORNAMENTAL TREES
  - (5) EVERGREEN TREES
- 400 **LOTS:**
  - (144) SPRINGS & ESTATES, (1) PER LOT
  - (256) SHORES, (2) PER LOT

**1,152 TOTAL TREES PROPOSED**

REPLACEMENT/PROPOSED TREES MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING SPECIES -

**LARGE TREES (50'+ = HEIGHT AT MATURITY):**

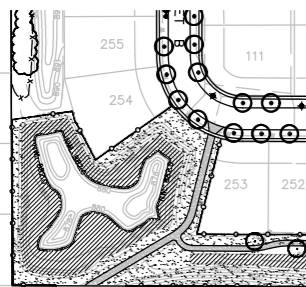
- CARYA OVATA / SHAGBARK HICKORY
- CELTIS OCCIDENTALIS / COMMON HACKBERRY
- CORYLUS COLURNA / TURKISH FILBERT
- FAGUS GRANDIFOLIA / AMERICAN BEECH
- FAGUS SYLVATICA / EUROPEAN BEECH
- GINKGO BILOBA / GINKGO
- GYMNOCLADUS DIOICUS / KENTUCKY COFFEETREE
- LIQUIDAMBAR STYRACIFLUA / AMERICAN SWEETGUM
- LIRIODENDRON TULIPIFERA / TULIPTREE
- MAGNOLIA ACUMINATA / CUCUMBERTREE MAGNOLIA
- METASEQUIA GLYPTOSTROBILDES / DAWN REDWOOD
- NYSSA SYLVATICA / BLACK TUPELO
- PLATANUS X ACERIFOLIA / LONDON PLANETREE
- QUERCUS VAR. / OAK VARIETIES
- ULMUS AMERICANA / AMERICAN ELM
- ULMUS PUMILA / HYBRID ELM
- ZELKOVA SERRATA / JAPANESE ZELKOVA

**MEDIUM TREES (30'-45' = HEIGHT AT MATURITY):**

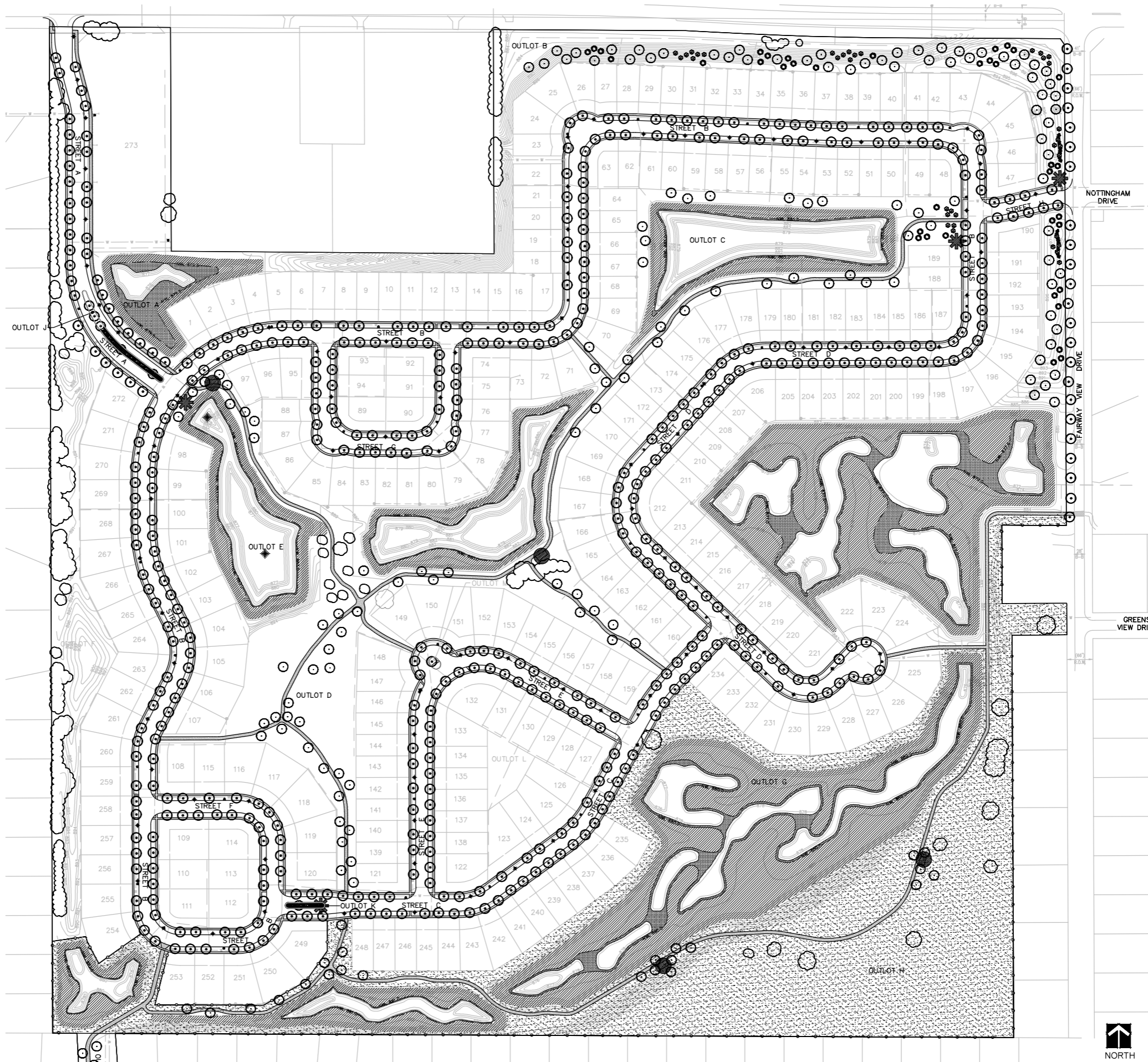
- ALNUS GLUTINOSA / EUROPEAN ALDER
- CARPINUS BETULUS / EUROPEAN HORNBEAM
- CARPINUS CAROLINIANA / AMERICAN HORNBEAM

**SMALL TREES (20'-30' = HEIGHT AT MATURITY):**

- AMELANCHIER ARBOREA / DOWNY SERVICEBERRY
- AMELANCHIER X GRANDIFLORA / APPLE SERVICEBERRY
- AMELANCHIER LAEVIS / ALLEGHENY SERVICEBERRY
- CERCIS CANADENSIS / EASTERN REDBUD
- CERCIS CANADENSIS VAR. ALBA / EASTERN WHITEBUD
- CORNUS MAS / CORNELIANCHERRY DOGWOOD
- CRATAEGUS CRUSGALLI VAR. INERMIS / THORNLESS COCKSPUR HAWTHORN
- OSTRYA VIRGINIANA / AMERICAN HOPHORNBEAM
- SYRINGA RETICULATA / JAPANESE TREE LILAC



SCALE: 1" = 125'-0"



**OVERALL LAND DEVELOPMENT LANDSCAPE PLAN**

SCALE: 1" = 125'-0"



**dickson design**  
STUDIO

526 SKYLINE DRIVE  
ALGONQUIN IL 60102  
847 878 4019

CLIENT NAME AND ADDRESS

**PULTE GROUP**

SCHAUMBURG, IL

PLAN DATE

**DECEMBER 6, 2019**

REVISIONS

1.	PER VILL COMMENTS 2/14/20
2.	PER VILL COMMENTS 5/1/20
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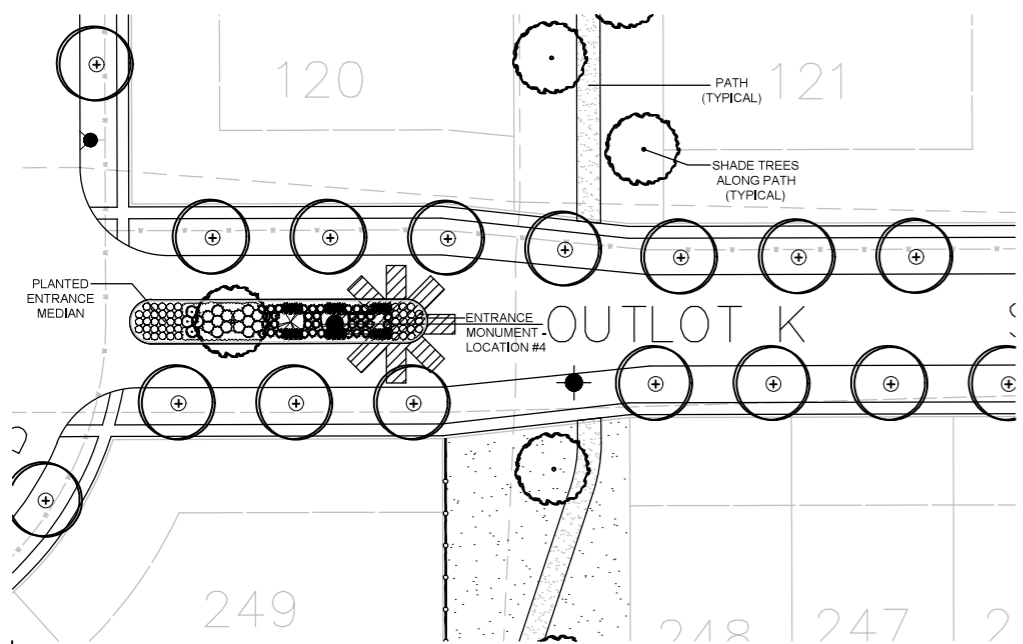
PROJECT NAME AND SHEET TITLE

**TRAILS OF WOODS CREEK**  
ALGONQUIN, IL

**PRELIMINARY LANDSCAPE PLAN**

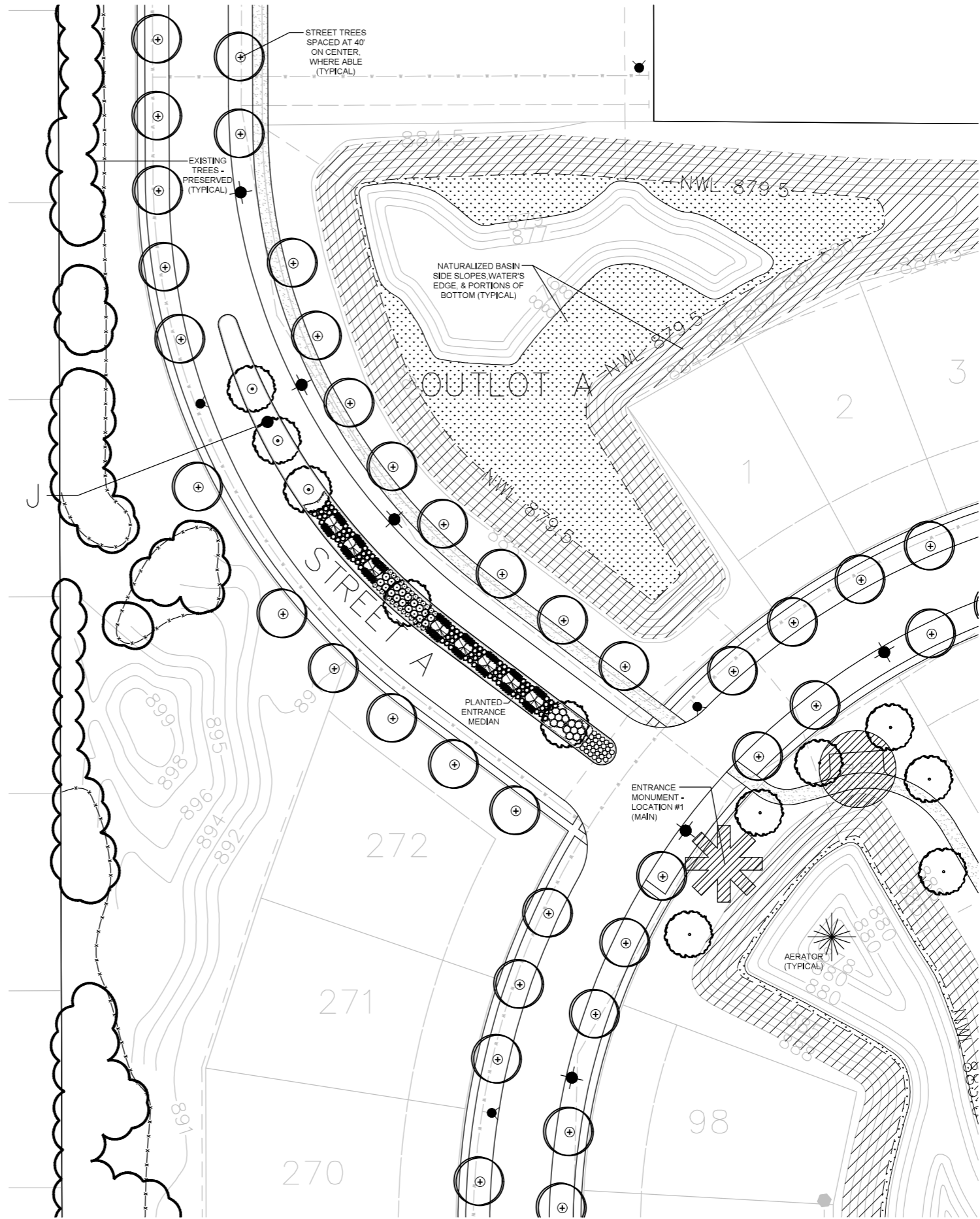
SHEET NUMBER

**L1.1**



**LANDSCAPE PLAN DETAIL: NEIGHBORHOOD ENTRANCE #4**

SCALE: 1" = 30'-0"



**LANDSCAPE PLAN DETAIL: MAIN ENTRANCE #1**

SCALE: 1" = 30'-0"



**dickson design**  
STUDIO

526 SKYLINE DRIVE  
ALGONQUIN IL 60102  
847 878 4019

CLIENT NAME AND ADDRESS

**PULTE GROUP**

SCHAUMBURG, IL

PLAN DATE

**DECEMBER 6, 2019**

REVISIONS

1.	PER VILL COMMENTS 2/14/20
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3.	
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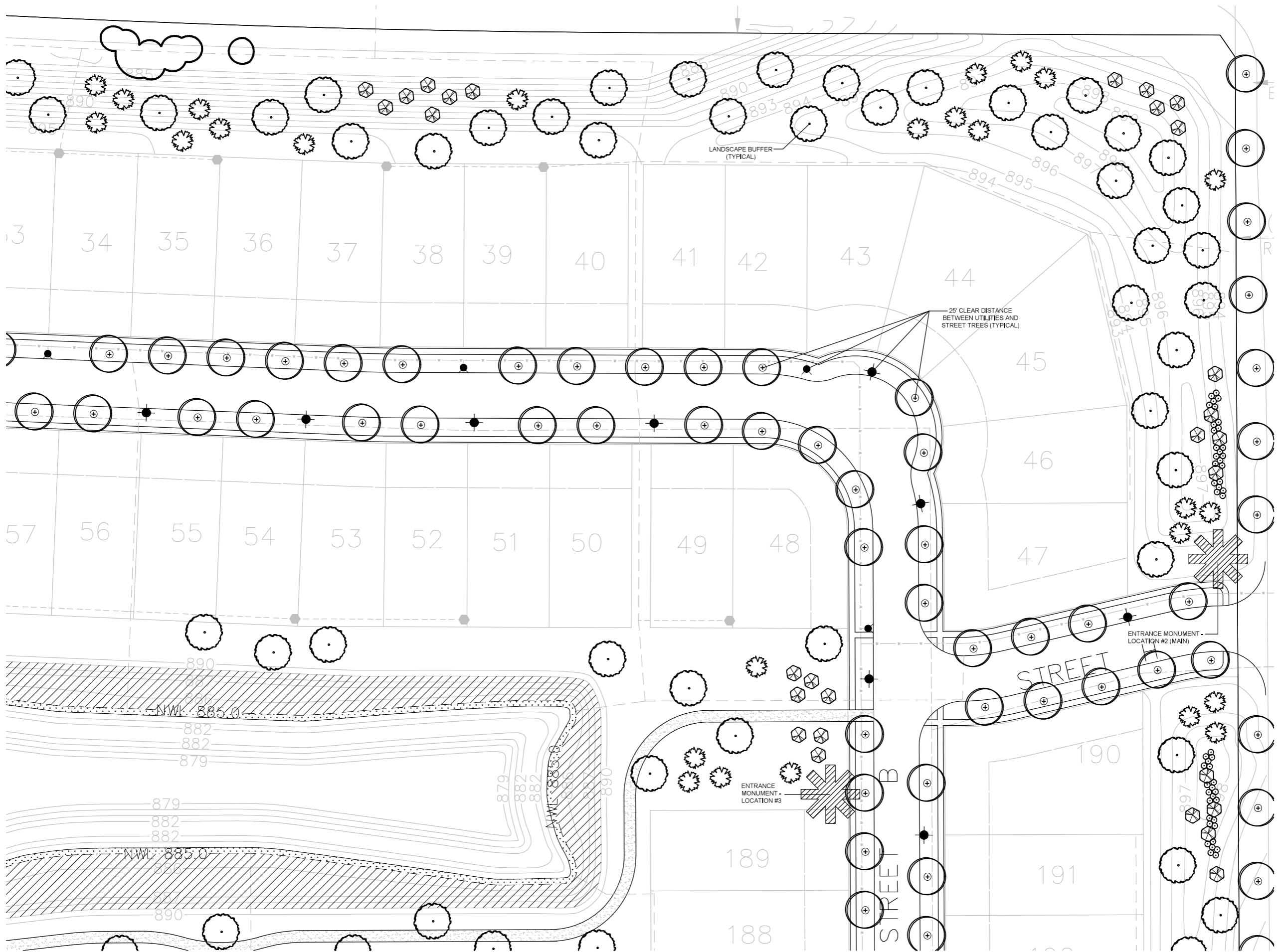
PROJECT NAME AND SHEET TITLE

**TRAILS OF WOODS CREEK**  
ALGONQUIN, IL

**PRELIMINARY LANDSCAPE PLAN**

SHEET NUMBER

**L1.2**



**LANDSCAPE PLAN DETAILS: MAIN ENTRANCE #2 WITH NEIGHBORHOOD ENTRANCE #3 AND ALGONQUIN ROAD & FAIRWAY VIEW DRIVE BUFFERS**

SCALE: 1" = 30'-0"



**dickson design**  
STUDIO

526 SKYLINE DRIVE  
ALGONQUIN IL 60102  
847 878 4019

CLIENT NAME AND ADDRESS

**PULTE GROUP**

SCHAUMBURG, IL

PLAN DATE

**DECEMBER 6, 2019**

REVISIONS

1.	PER VILL COMMENTS 2/14/20
2.	PER VILL COMMENTS 5/1/20
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

**TRAILS OF WOODS CREEK**  
ALGONQUIN, IL

**PRELIMINARY LANDSCAPE PLAN**

SHEET NUMBER

**L1.3**

PROPERTY OWNERS:

HOME STATE BANK N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 2004 KNOWN AS TRUST NUMBER 5378

ALGONQUIN STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1980 KNOWN AS TRUST NUMBER 1068

PRELIMINARY SUBDIVISION PLAT AND P.U.D. FOR TRAILS OF WOODS CREEK

P.O. BOX 7777 ALGONQUIN, IL 60102

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

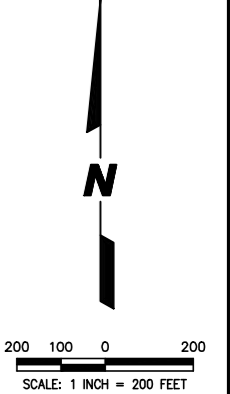
PARCEL INDEX NUMBERS

- 18-36-205-002
18-25-400-003
18-25-400-023
18-25-400-026
18-25-400-029
18-25-400-030
18-25-426-001
18-25-426-002
18-25-426-003
18-25-426-004
18-25-426-005

ALGONQUIN, ILLINOIS

ABBREVIATIONS

- N. - NORTH
S. - SOUTH
E. - EAST
W. - WEST
NW. - NORTHWEST
DOC. - DOCUMENT
REC. - RECORD
L. - ARC LENGTH
R. - RADIUS
R.O.W. - RIGHT OF WAY
Ac. - ACRE
S.F. - SQUARE FEET
B.S.L. - BUILDING SETBACK LINE
DU/AC - DWELLING UNITS PER ACRE
B/C - BACK OF CURB
B-B - BACK TO BACK
SWMF - STORMWATER MANAGEMENT FACILITY
H.O.A. - HOME OWNERS ASSOCIATION
O.S. - OPEN SPACE
P.U.D. - PLANNED UNIT DEVELOPMENT
V.U.E. - VILLAGE UTILITY EASEMENT
P.U.E. - PUBLIC UTILITY EASEMENT



LOCATION MAP

BENCHMARK & CONTROL POINTS

ELEVATION REFERENCE MARK

NGS BENCHMARK IL KANE 2-42-7 (PID AJ2940): STATION IS LOCATED 0.3 MI SOUTH OF HUNTLEY RD, 289 FT SOUTH OF CENTERLINE OF AGGREGATE DRIVEWAY ADDRESS 19N339, 127 FT. NORTH OF CENTERLINE OF AGGREGATE DRIVEWAY ADDRESS 19N241, 209 FT. SOUTHWEST OF POWERPOLE (PP), 105 FT SOUTHWEST OF PP, 63.5 FT. WEST OF PP, AND 2 FT EAST OF ORANGE FIBERGLASS WITNESS POST. NOTE: ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.3 FT BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES. (WB) ELEVATION: 893.27 NAVD88

CONTROL POINTS:

CP #104: SET '+' IN CONCRETE CURB ON WEST SIDE OF FAIRWAY VIEW DRIVE AT THE INTERSECTION OF FAIRWAY VIEW AND NOTTINGHAM DRIVES. NORTHING: 2006585.59 EASTING: 975942.61 ELEVATION: 888.59 NAVD88

CP #109: SET '+' IN CONCRETE FRAME AROUND TRAFFIC SIGNAL HANDHOLE LOCATED AT THE SOUTHEAST CORNER OF ALGONQUIN AND FRANK ROADS. NORTHING: 2006585.59 EASTING: 975942.61 ELEVATION: 888.59 NAVD88

SITE DATA

Table with 3 columns: Item, Area/Units, and Percentage. Includes rows for Total Area, Proposed Zoning, External R.O.W., Internal R.O.W., Common Open Space, Commercial, Net Residential, Units, and Non-Residential Site Coverage.

LEGAL DESCRIPTION

LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997, AS DOCUMENT 97R064030, AND ALSO LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997 AS DOCUMENT 97R064030 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 15, 1998 AS DOCUMENT 98R002718, ALL IN MCHENRY COUNTY, ILLINOIS.

AND ALSO INCLUDING THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS,

EXCEPTING THAT PART OF SAID SOUTHEAST QUARTER, THE FOLLOWING DESCRIBED TRACTS:

THE NORTH 625.63 FEET OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25.

THAT PART TAKEN FOR ROAD OPENINGS, BEING PART OF ALGONQUIN ROAD AND FAIRWAY DRIVE.

LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7, AFORESAID, ALL IN MCHENRY COUNTY, ILLINOIS.

(THE ABOVE LEGAL DESCRIPTION IS A CONSOLIDATED SIMPLIFIED LEGAL DESCRIPTION OF ENTIRE PROPERTY ASSEMBLAGE PLATTED HEREON PER THE LEGAL DESCRIPTIONS SET FORTH IN TITLE COMMITMENTS 19N7139017CL AND 19N7139016CL, BOTH ISSUED BY CHICAGO TITLE INSURANCE COMPANY.)

LOT DIMENSIONS & AREAS ARE APPROXIMATIONS & WILL VARY AT TIME OF FINAL PLATTING.

NOTES

- 1. ADDITIONAL V.U.E. & P.U.E. EASEMENTS MAY BE REQUIRED ON FINAL PLATS BASED ON UTILITY SIZE AND LOCATIONS FROM FINAL ENGINEERING.
2. DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
3. ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.
4. ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
5. ALL EASEMENTS DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED)
6. STORMWATER MANAGEMENT EASEMENTS WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED)
7. STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH THE VILLAGE OF ALGONQUIN AND KANE COUNTY REQUIREMENTS.
8. EASEMENTS TO BE PROVIDED PER VILLAGE AND UTILITY COMPANY REQUIREMENTS.
9. FOR PROPOSED CONTOURS, GRADES, UTILITIES, STREETS AND SIDEWALKS REFER TO THE PRELIMINARY ENGINEERING DRAWINGS FOR THIS DEVELOPMENT.
10. ALL REQUIRED CERTIFICATES AND STATEMENTS WILL BE PROVIDED ON FINAL PLAT.
11. ALL R.O.W. DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
12. THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF SUBJECT PROPERTY BEING N 00°10'37" W (ASSUMED).
13. OUTLOTS G, H AND I TO BE DEDICATED TO VILLAGE. ALL OTHER OUTLOTS, INCLUDING MEDIANS, TO BE OWNED AND MAINTAINED BY THE H.O.A.
14. CROSS ACCESS OVER PART OF LOT 273 TO BE PROVIDED AT FINAL PLAT.

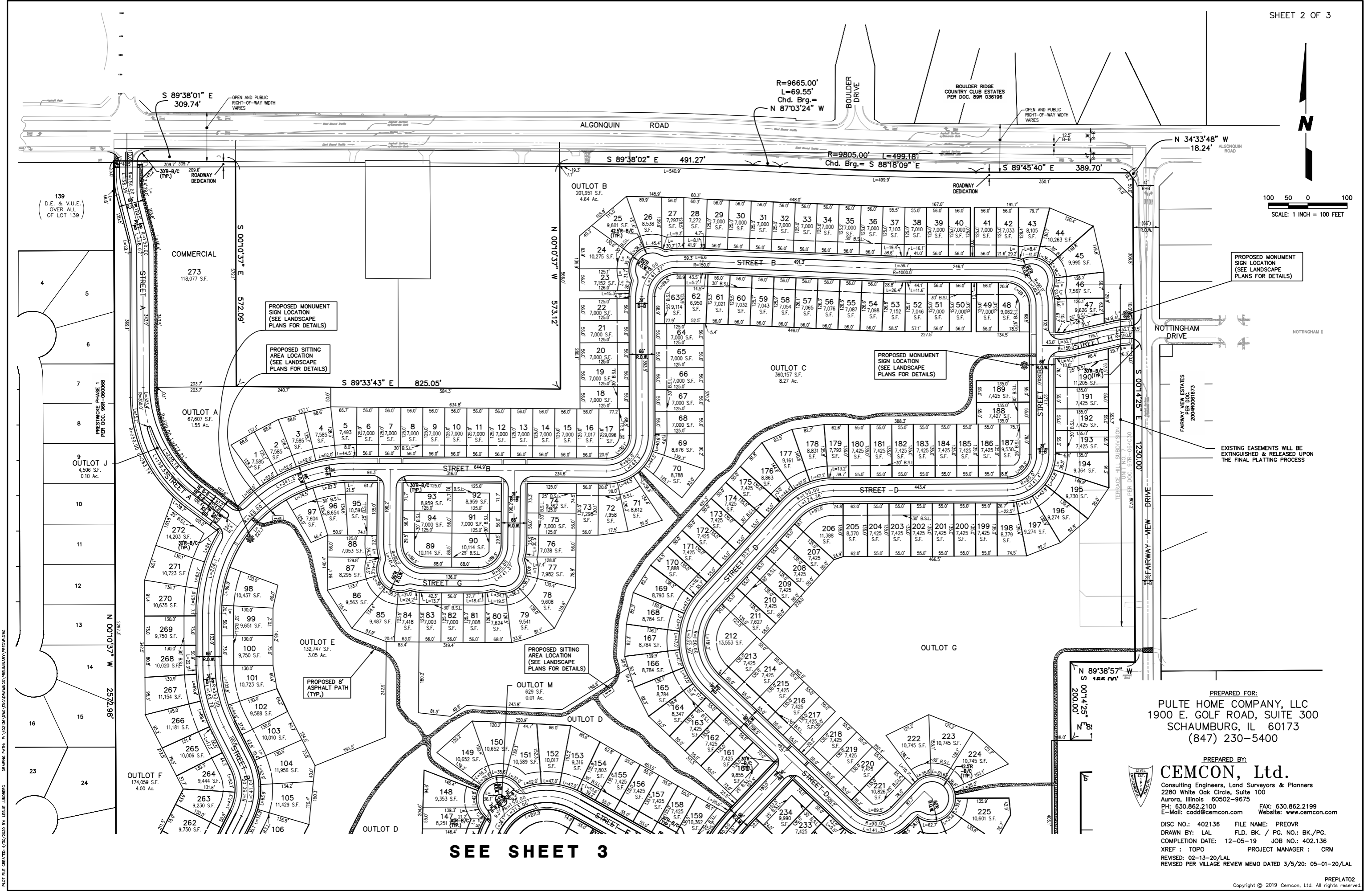
LINE LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)

PREPARED FOR: PULTE HOME COMPANY, LLC 1900 E. GOLF ROAD, SUITE 300 SCHAUMBURG, IL 60173 (847) 230-5400

PREPARED BY: CEMCON, Ltd. Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Aurora, Illinois 60502-9675 PH: 630.862.2100 FAX: 630.862.2199 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402136 FILE NAME: PREOVR DRAWN BY: LAL FLD. BK. / PG. NO.: BK./PG. COMPLETION DATE: 12-05-19 JOB NO.: 402.136 XREF: TOPO PROJECT MANAGER: CRM REVISED: 02-13-20/LAL REVISED PER VILLAGE REVIEW MEMO DATED 3/5/20: 05-01-20/LAL



SEE SHEET 3

PREPARED FOR:  
 PULTE HOME COMPANY, LLC  
 1900 E. GOLF ROAD, SUITE 300  
 Schaumburg, IL 60173  
 (847) 230-5400

PREPARED BY:  
**CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 2280 White Oak Circle, Suite 100  
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 PH: 630.862.2100 FAX: 630.862.2199  
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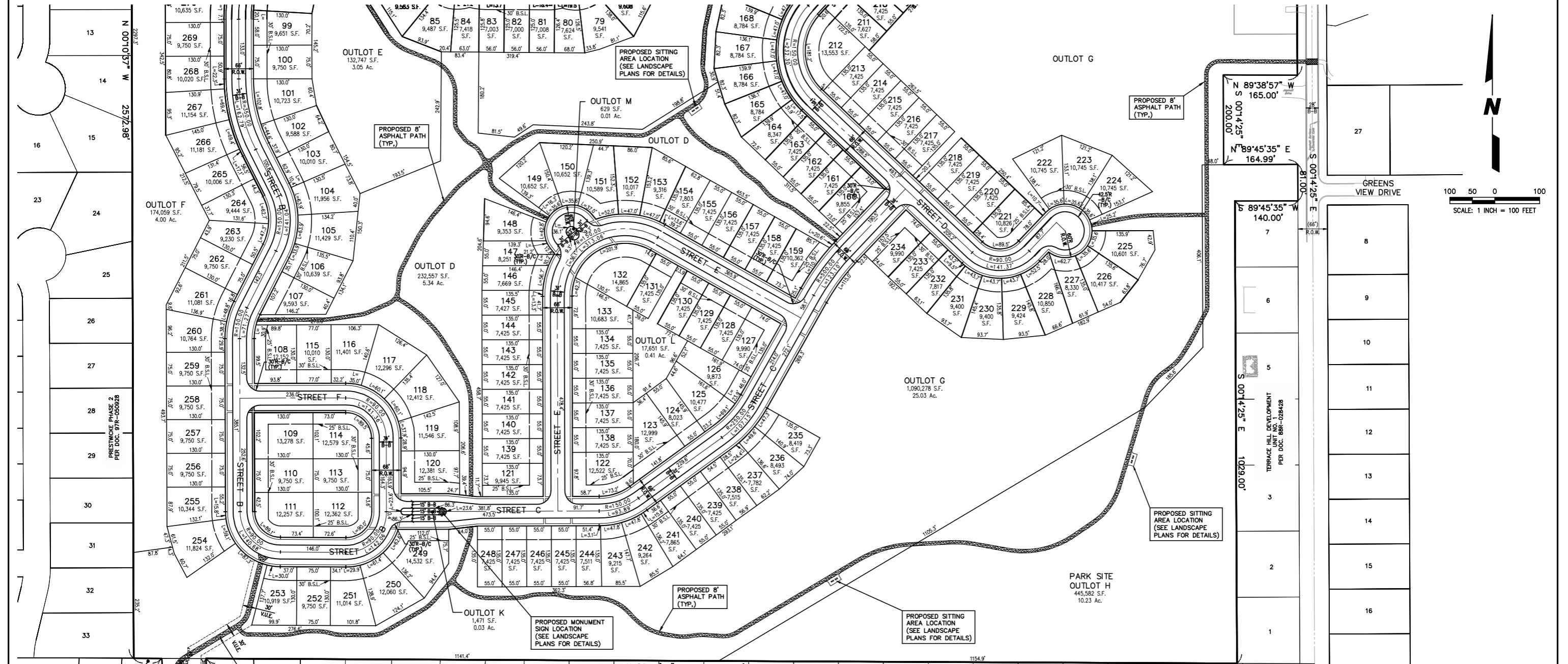
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SEE SHEET 2



SCALE: 1 INCH = 100 FEET



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
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**PULTE HOME COMPANY, LLC**  
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 SCHAUMBURG, IL 60173  
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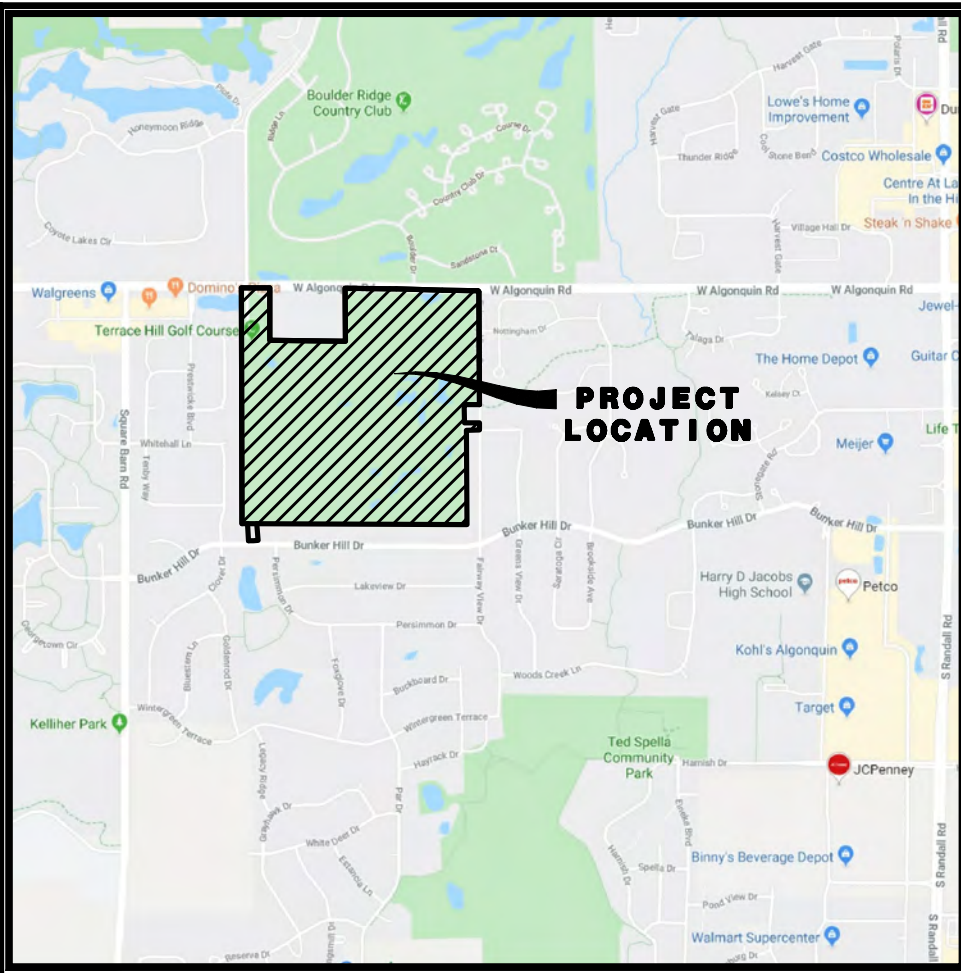
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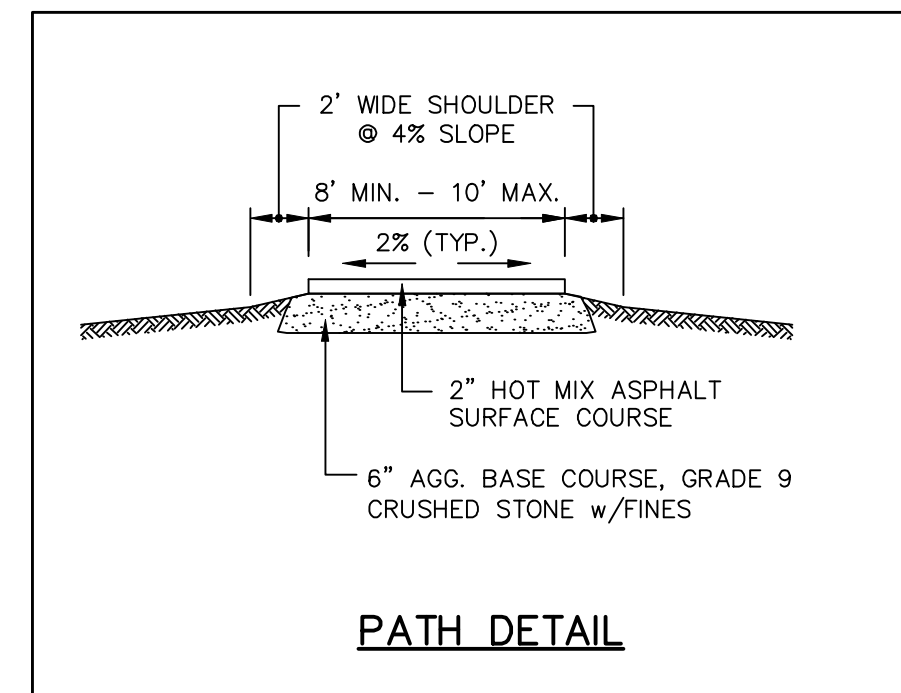
PLOT FILE CREATED: 4/29/2020 BY: LESLIE LUNDBERG

# PRELIMINARY ENGINEERING PLAN FOR TRAILS OF WOODS CREEK

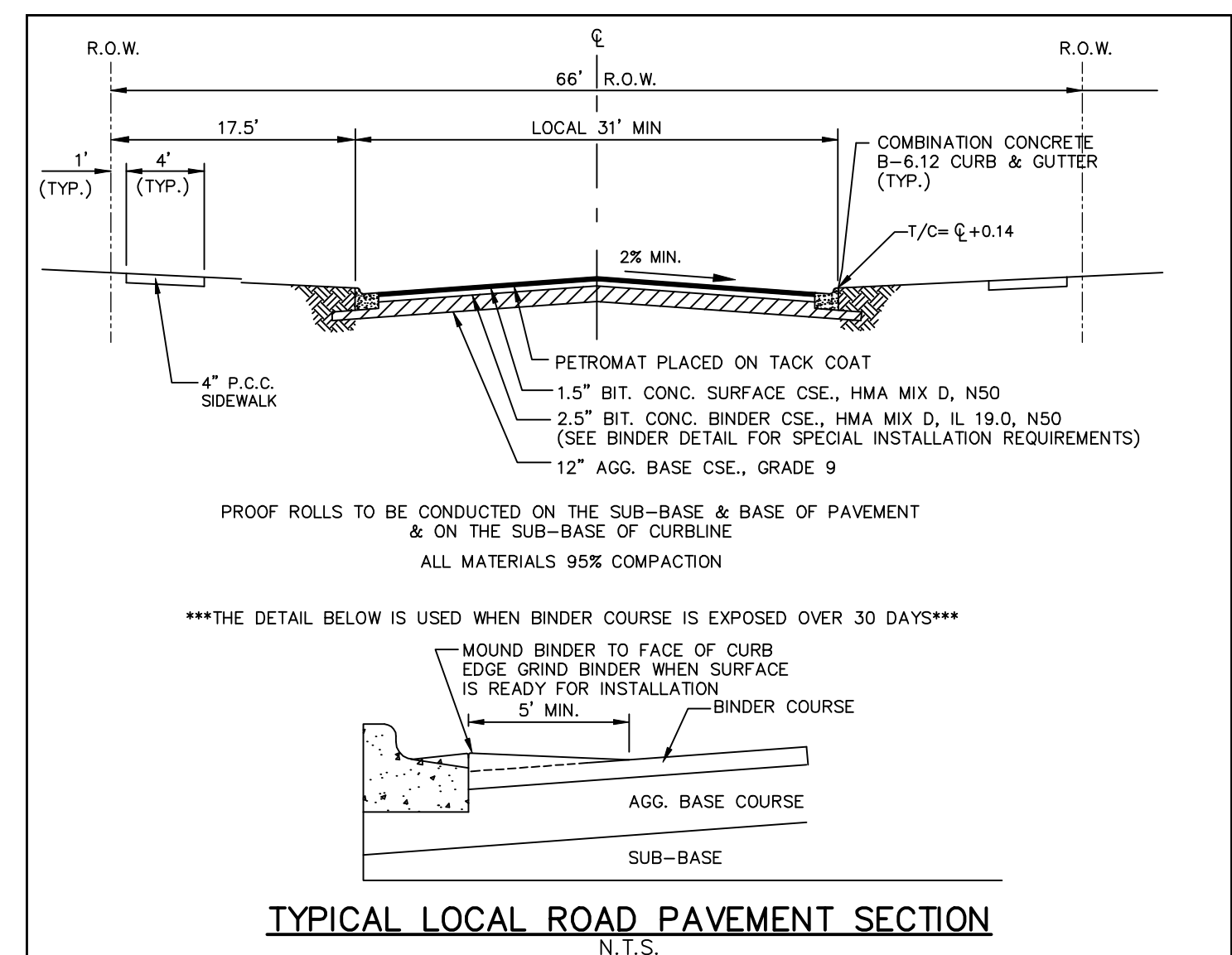
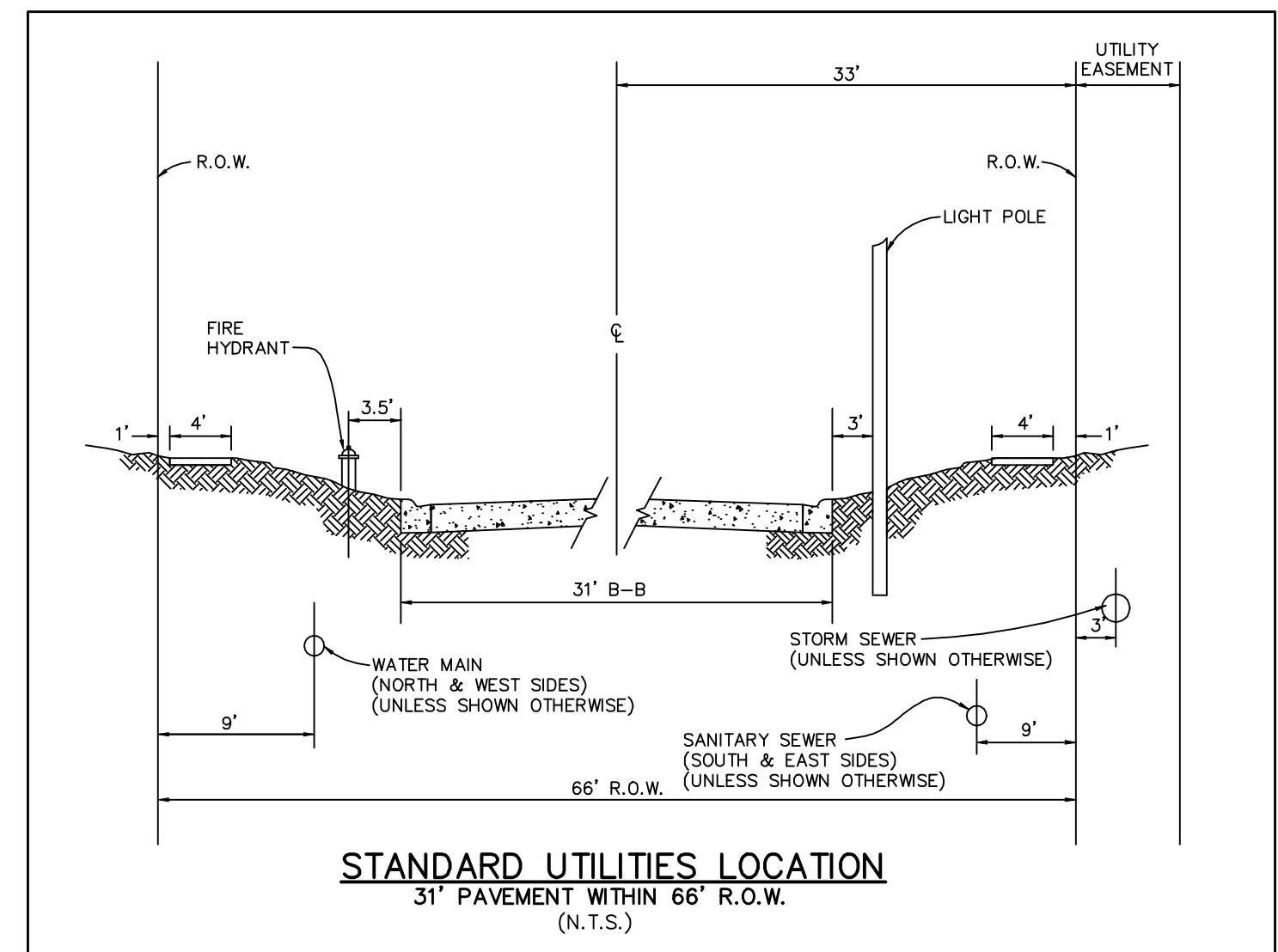
PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.



**LOCATION MAP**



200 100 0 200  
SCALE: 1 INCH = 200 FEET



**SITE DATA**

A. TOTAL AREA	138.44 AC. ±	100.00%
B. PROPOSED ZONING	R-1E/B-2 PUD	
C. EXTERNAL R.O.W. (ALGONQUIN ROAD)	0.56 AC. ±	0.40 %
D. INTERNAL R.O.W.	18.29 AC. ±	13.21 %
E. COMMON OPEN SPACE	63.08 AC. ±	45.57 %
F. COMMERCIAL	2.71 AC. ±	1.96 %
G. NET RESIDENTIAL UNITS	53.80 AC. ±	38.86 %
H. THE SPRINGS (TYPICAL 56' x 125')	97	
MIN. FRONT YARD SETBACK	30	
MIN. CORNER SIDE YARD SETBACK	25	
MIN. SIDE YARD SETBACK	7	
MIN. REAR YARD SETBACK	25	
I. THE ESTATES (TYPICAL 75' x 130')	47	
MIN. FRONT YARD SETBACK	30	
MIN. CORNER SIDE YARD SETBACK	25	
MIN. SIDE YARD SETBACK	7	
MIN. REAR YARD SETBACK	25	
J. THE SHORES (TYPICAL 55' x 135')	128	
MIN. FRONT YARD SETBACK	30	
MIN. CORNER SIDE YARD SETBACK	25	
MIN. SIDE YARD SETBACK	7	
MIN. REAR YARD SETBACK	20	
I. TOTAL PROPOSED UNITS	272	
J. POPULATION EQUIVALENT	952	
K. DEVELOPMENT YIELD ANALYSIS		
1.) PAR ACREAGE	129.32 AC.	
2.) ALLOWABLE UNITS	312.95 UNITS	
3.) DENSITY BONUS	64.66 UNITS	
4.) MAX. UNITS ALLOWED	377 UNITS	
L. NON-RESIDENTIAL SITE COVERAGE	70%	

**NOTES**

ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.

ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.

STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH VILLAGE OF ALGONQUIN AND KANE COUNTY REQUIREMENTS.

UNLESS OTHERWISE NOTED ALL WATERMAIN AND SANITARY SEWER TO BE 8" DIAMETER.

ALL SANITARY SERVICE CONNECTIONS TO SANITARY SEWER MAINS MUST HAVE AN OVERHEAD SEWER SYSTEM WITHIN THE BUILDING.

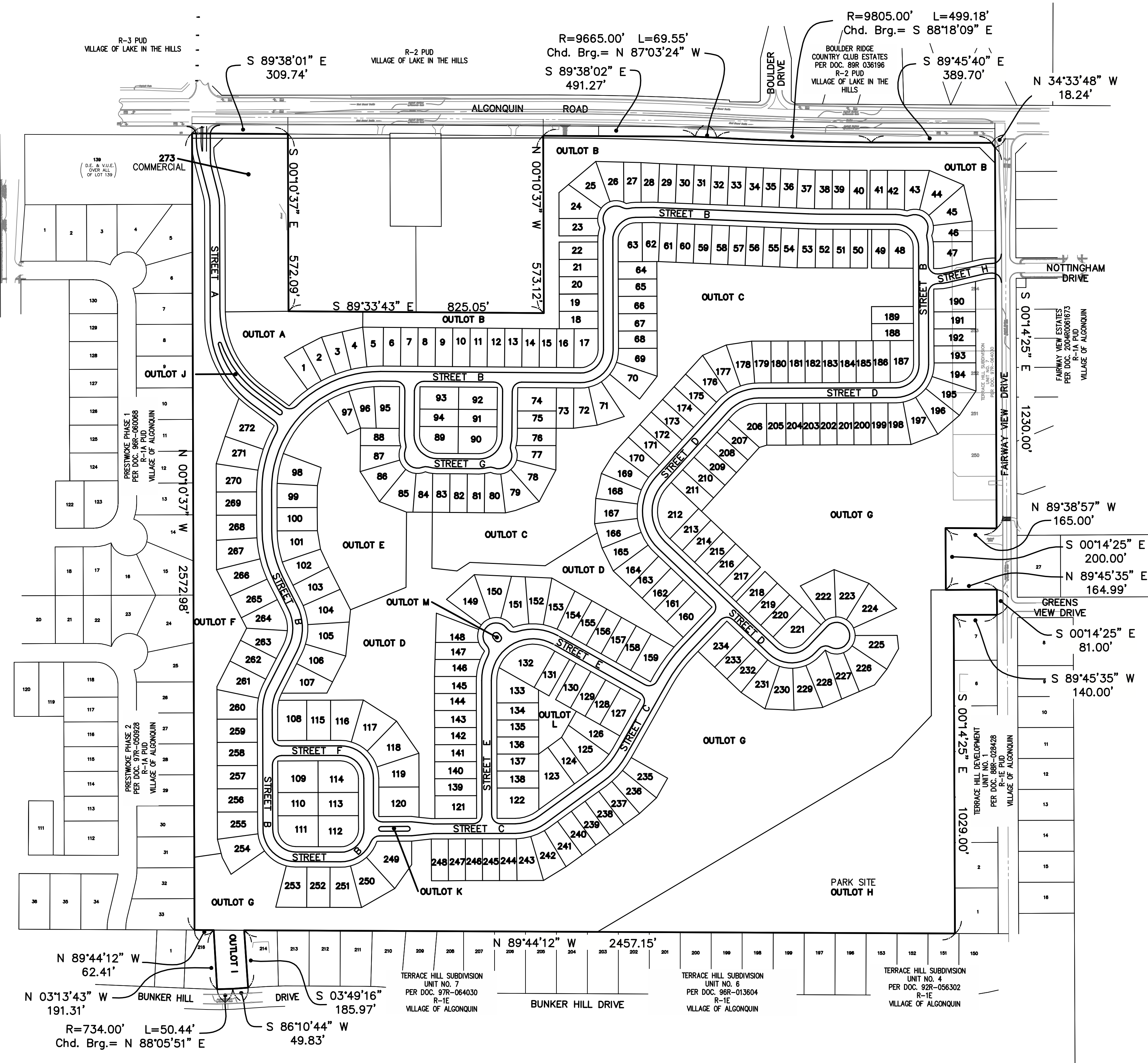
ALL EXISTING ON-SITE BUILDINGS TO BE REMOVED AND DISPOSED.

ANY EXISTING WELL AND SEPTIC FIELDS SHALL BE ABANDONED ACCORDING TO COUNTY HEALTH DEPARTMENT.

LOTS 121-248 PRIMARILY TO BE SLAB CONSTRUCTION UNLESS A WALKOUT/LOOKOUT IS INDICATED AT FINAL ENGINEERING. SUMP PUMP DISCHARGES FOR ANY BASEMENT LOTS WILL BE TIED INTO STORM SEWER

**LEGEND**

EXISTING	PROPOSED	DESCRIPTION
○	●	MANHOLE
□	■	CATCH BASIN
—	—	INLET
—	—	CLEANOUT
—	—	SLOPE INLET BOX
—	—	HEADWALL
—	—	END SECTION
—	—	STORM SEWER
—	—	SANITARY SEWER
—	—	WATERMAIN
—	—	VALVE & BOX
—	—	WATER VALVE IN VAULT
—	—	FIRE HYDRANT
—	—	CONTOURS
(ELEV)	—	ELEVATIONS
—	—	STREET LIGHT
—	—	SCALED LIMITS OF FEMA ZONE A PER FIRM
—	—	EXISTING 100YR FLOODPLAIN PER CEMCON STUDY
—	—	PROPOSED 100YR FLOODPLAIN PER CEMCON STUDY
—	—	TREE PROTECTION
—	—	RIP-RAP
—	—	OVERFLOW ROUTE



PREPARED FOR:  
**PULTE HOME COMPANY, LLC**  
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 REVISED: 02-13-20/LAL  
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STORMWATER MANAGEMENT FACILITY 05  
NWL = 885.0  
ON-SITE HWL = 888.3  
OVERFLOW = 890.0  
STORAGE PROVIDED = 11.9 AC-FT  
DETENTION STORAGE REQUIRED = 7.2 AC-FT

EXISTING DRIVEWAY  
TO BE REMOVED

PROPOSED MONUMENT  
SIGN LOCATION  
(SEE LANDSCAPE  
PLANS FOR DETAILS)

ALGONQUIN ROAD

BOULDER DRIVE

CONNECT TO  
EXISTING DRAIN TILE

100 50 0 100

SCALE: 1 INCH = 100 FEET

EXISTING HYDRANT

EXISTING STREET LIGHT

CONNECT TO EXISTING  
10" WATERMAIN  
w/PRESSURE CONNECTION

CONNECT TO EXISTING  
8" SANITARY SEWER AT  
MANHOLE  
INV.=882.0 W

EXISTING PIPE TO BE  
RECONSTRUCTED DEEPER

PROPOSED MONUMENT  
SIGN LOCATION  
(SEE LANDSCAPE  
PLANS FOR DETAILS)

STORM SEWER CROSSING TO  
BE COORDINATED w/VILLAGE

SCALED LIMITS OF ZONE A  
PER F.I.R.M. 17111C0336J  
AND L.O.M.R. DATED  
FEBRUARY 14, 2007

EXISTING 24", 15" AND 18"  
PIPE TO BE REMOVED

PREPARED FOR:

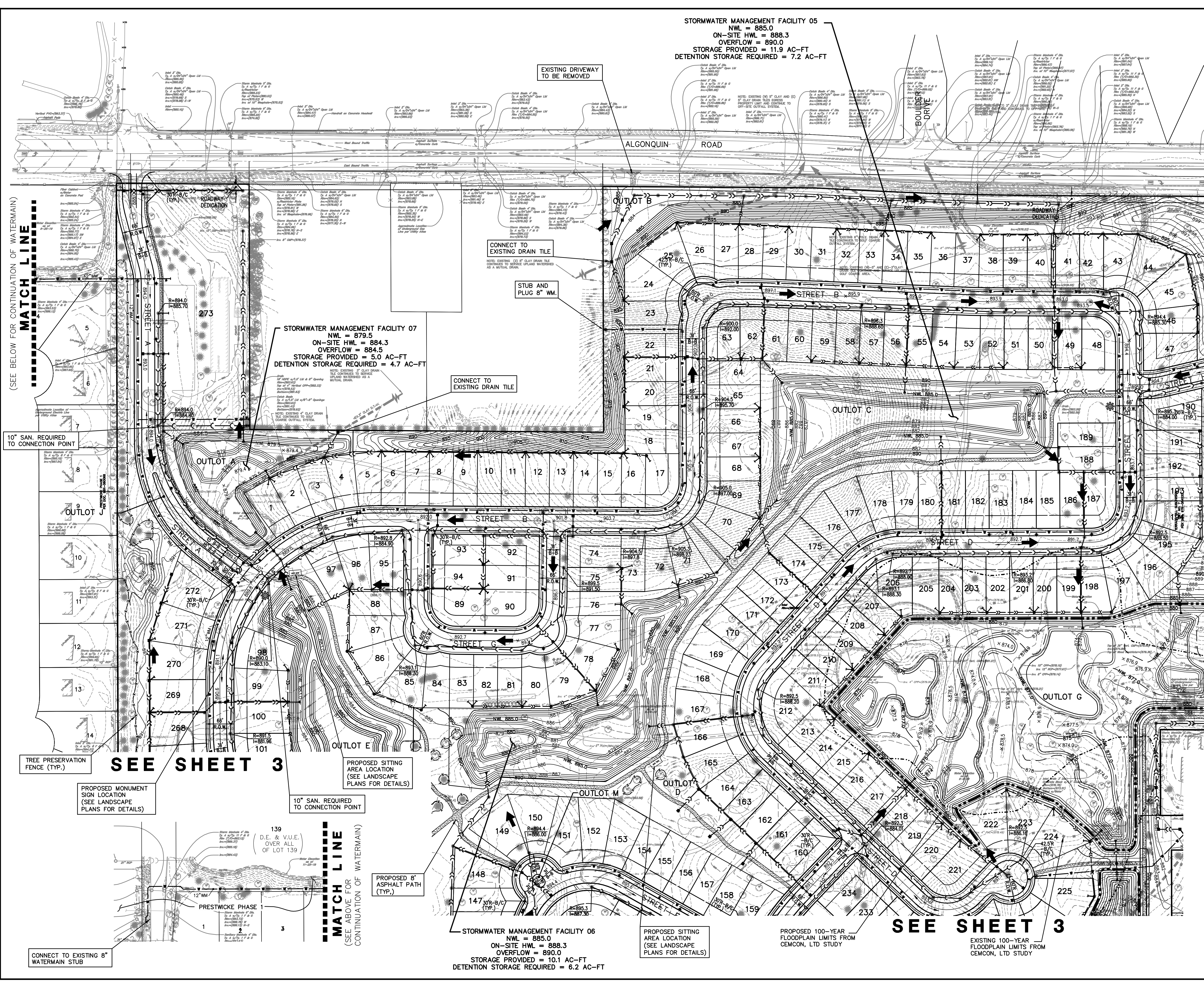
PULTE HOME COMPANY, LLC  
1900 E. GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847) 230-5400

PREPARED BY:

**CEMCON, Ltd.**

Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675  
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(SEE BELOW FOR CONTINUATION OF WATERMAIN)  
MATCH LINE

10" SAN. REQUIRED TO CONNECTION POINT

STORMWATER MANAGEMENT FACILITY 07  
NWL = 879.5  
ON-SITE HWL = 884.3  
OVERFLOW = 884.5  
STORAGE PROVIDED = 5.0 AC-FT  
DETENTION STORAGE REQUIRED = 4.7 AC-FT

CONNECT TO EXISTING DRAIN TILE

STUB AND  
PLUG 8" WM.

CONNECT TO EXISTING DRAIN TILE

SEE SHEET 3

PROPOSED SITTING  
AREA LOCATION  
(SEE LANDSCAPE  
PLANS FOR DETAILS)

10" SAN. REQUIRED TO CONNECTION POINT

(SEE ABOVE FOR CONTINUATION OF WATERMAIN)  
MATCH LINE

PROPOSED 8'  
ASPHALT PATH  
(TYP.)

STORMWATER MANAGEMENT FACILITY 06  
NWL = 885.0  
ON-SITE HWL = 888.3  
OVERFLOW = 890.0  
STORAGE PROVIDED = 10.1 AC-FT  
DETENTION STORAGE REQUIRED = 6.2 AC-FT

PROPOSED SITTING  
AREA LOCATION  
(SEE LANDSCAPE  
PLANS FOR DETAILS)

PROPOSED 100-YEAR  
FLOODPLAIN LIMITS FROM  
CEMCON, LTD STUDY

SEE SHEET 3

EXISTING 100-YEAR  
FLOODPLAIN LIMITS FROM  
CEMCON, LTD STUDY

PLOT FILE CREATED: 4/20/2020 BY: LESLIE LUMBERG  
DRAWING PATH: P:\402136\DWG\DRAWINGS\PRELIMINARY\PREOVR.DWG

SEE SHEET 2

SHEET 3 OF 3

STORMWATER MANAGEMENT FACILITY 08  
NWL = 883.0  
ON-SITE HWL = 887.6  
OVERFLOW = 889.0  
STORAGE PROVIDED = 11.3 AC-FT  
DETENTION STORAGE REQUIRED = 8.1 AC-FT

STORMWATER MANAGEMENT FACILITY 01  
NWL = 877.0  
ON-SITE HWL = 879.6  
PROPOSED 100-YR BFE = 882.0  
OVERFLOW = 883.6  
STORAGE PROVIDED = 48.6 AC-FT  
DETENTION STORAGE REQUIRED = 16.0 AC-FT  
FLOODPLAIN COMP STORAGE REQUIRED = 8.9 AC-FT

TREE PROTECTION (TYP.)

PRESTWICK PHASE 2  
PER DOC. 97R-050928

PROPOSED 100-YEAR FLOODPLAIN LIMITS FROM CEMCON, LTD STUDY

PROPOSED 10' EMERGENCY ACCESS (TYP.)

CONSTRUCT MANHOLE OVER EXIST. 12" SANITARY SEWER

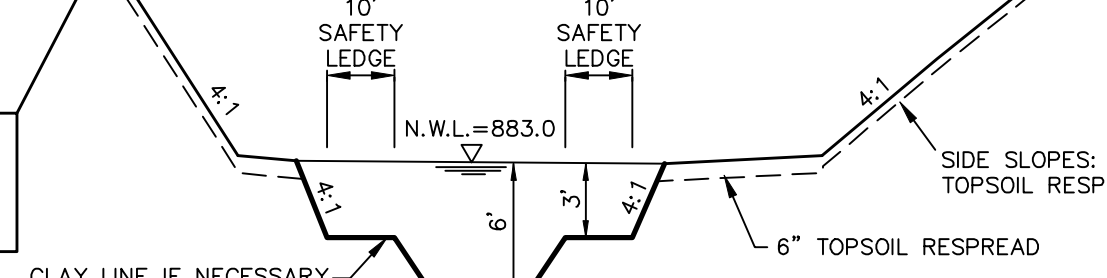
CONNECT TO EXISTING WATERMAIN w/PRESSURE CONNECTION

STORMWATER MANAGEMENT FACILITY 04  
NWL = 882.0  
ON-SITE HWL = 886.4  
PROPOSED 100-YR BFE = 886.4  
OVERFLOW = 886.5  
STORAGE PROVIDED = 3.0 AC-FT  
DETENTION STORAGE REQUIRED = 2.9 AC-FT

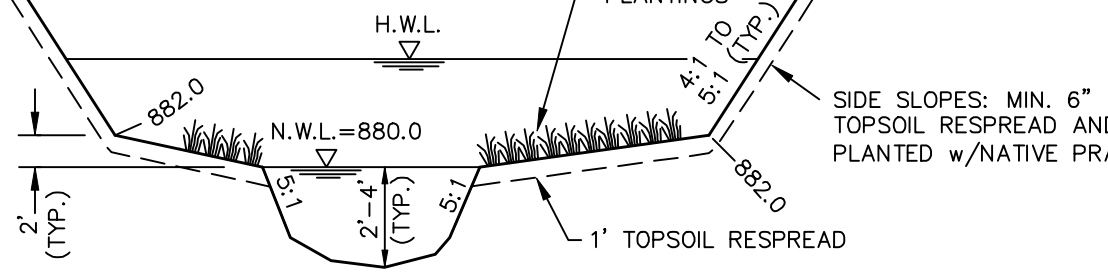
STORMWATER MANAGEMENT FACILITY 03  
NWL = 881.0  
ON-SITE HWL = 885.6  
PROPOSED 100-YR BFE = 885.9  
OVERFLOW = 886.5  
STORAGE PROVIDED = 5.8 AC-FT  
DETENTION STORAGE REQUIRED = 4.5 AC-FT

PROPOSED MONUMENT SIGN LOCATION (SEE LANDSCAPE PLANS FOR DETAILS)

RE EXISTING 36" STORM SEWER INTO DETENTION BASIN. DOWNSTREAM PIPES TO BE REMOVED



TYPICAL SECTION A-A STORMWATER MANAGEMENT FACILITY  
N.T.S.



TYPICAL SECTION B-B NATURALIZED WETLAND STORMWATER MANAGEMENT FACILITY  
N.T.S.

PROPOSED SITTING AREA LOCATION (SEE LANDSCAPE PLANS FOR DETAILS)

PROVIDE CROSSWALK AND R.F.F.B.

CONNECT TO EXISTING WATERMAIN w/PRESSURE CONNECTION

EXISTING HYDRANT

CONNECT TO EXISTING DRAIN TILE

SCALED LIMITS OF ZONE A PER F.I.R.M. 1711100336J AND L.O.M.R. DATED FEBRUARY 14, 2007

EXISTING 100-YEAR FLOODPLAIN LIMITS FROM CEMCON, LTD STUDY

PROPOSED 100-YEAR FLOODPLAIN LIMITS FROM CEMCON, LTD STUDY

PROPOSED SITTING AREA LOCATION (SEE LANDSCAPE PLANS FOR DETAILS)

STORMWATER MANAGEMENT FACILITY 02  
NWL = 880.0  
ON-SITE HWL = 882.3  
PROPOSED 100-YR BFE = 885.3  
OVERFLOW = 885.5  
STORAGE PROVIDED = 31.8 AC-FT  
DETENTION STORAGE REQUIRED = 10.5 AC-FT

PROPOSED 8' ASPHALT PATH (TYP.)

PREPARED FOR:  
PULTE HOME COMPANY, LLC  
1900 E. GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847) 230-5400  
PREPARED BY:

**CEMCON, Ltd.**

Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675  
PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402136 FILE NAME: PREOVR  
DRAWN BY: LAL FLD. BK. / PG. NO.: BK./PG.  
COMPLETION DATE: 12-05-19 JOB NO.: 402.136  
XREF: TOPO PROJECT MANAGER: CRM  
REVISED: 02-13-20/LAL  
REVISED PER VILLAGE REVIEW MEMO DATED 3/5/20: 05-01-20/LAL

PREENGD3  
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DRAWING PATH: P:\402136\DWG\402136\PRELIMINARY\PREOVR.DWG  
PLOT FILE CREATED: 5/1/2020 BY: LESLIE LUNDBERG

THIS INSTRUMENT  
PREPARED  
BY AND SHOULD BE  
RETURNED  
TO:

Victoria C. Bresnahan  
MELTZER, PURTILL & STELLE LLC  
300 South Wacker Drive #2300  
Chicago, Illinois 60606

ABOVE SPACE FOR RECORDER'S USE ONLY

*[Blanks in Recitals and Sections 1.07, 1.25 and 1.31;  
Exhibit A (Legal Description) Incomplete;  
Exhibit B Incomplete; Exhibit D to be attached]*

**DECLARATION OF COVENANTS FOR THE TRAILS OF WOOD CREEK**

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## DECLARATION OF COVENANTS FOR THE TRAILS OF WOOD CREEK

This Declaration is made by Pulte Home Company, LLC, a Michigan limited liability company ("Declarant").

### RECITALS

Declarant is the record title holder of the Development Area which is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a single family development called "The Trails of Wood Creek" (the "Development").

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises or remove portions of the Development Area from the Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Certain portions of the Premises are designated as Lots and other portions are designated as Community Area or Association Maintained Public Areas. The Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibility. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner, as more fully described in this Declaration.

As of the Recording of this Declaration, the Declarant's Development Plan provides for the construction of 143 single family homes in Neighborhood One, 124 single family homes in Neighborhood Two and certain common area lots, all as shown on the Plat, as may be added or amended from time to time.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association, or to designate the Manager of the Association, as more fully described in Article Nine and in the Operating Agreement, the right to come upon the Premises in connection with Declarant's efforts to sell Lots and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

#### ARTICLE ONE Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Trails of Wood Creek Homeowners' Association LLC, an Illinois limited liability company, and its successors and assigns. As more fully provided in Section 5.10, the Association may be merged into an Illinois not for profit corporation, which would become the Association hereunder.

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: Those landscaped areas located in the dedicated rights of way, or other areas owned or controlled by the Municipality which serve the Development as further described on Exhibit B.

1.03 CHARGES: The Community Assessment, Neighborhood Two Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMUNITY AREA: Those portions of the Premises which are described and designated as "Community Area" in Exhibit B hereto, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include, without limitation, detention areas, retention areas, wetlands, stormwater management areas, landscaped easement areas and Shared Paths within the Development, together with improvements located thereon.

1.05 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.06 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including any monument signage on the Community Area and the Shared Paths), Association Maintained Public Area, or as otherwise provided in this Declaration or the Cost Sharing Agreement; the cost of insurance for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against the Community Area owned by the Association; the cost to maintain, repair and replace the Stormwater Management System; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area or the Association Maintained Public Area; if not separately metered or charged to the Owners, the cost of necessary utility services to the Premises; costs, expenses, fees or charges payable to the Municipality pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves. Community Expenses shall not include Neighborhood Two Expenses.

1.07 COST SHARING AGREEMENT: The Easement and Cost Sharing Agreement by and between Declarant and \_\_\_\_\_ Recorded \_\_\_\_\_ as Document No. \_\_\_\_\_ regarding the maintenance, repair and replacement of detention, drainage and landscaping on the Community Area.

1.08 COUNTY: McHenry County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.09 DECLARANT: Pulte Home Company, LLC, a Michigan limited liability company, its successors and assigns.

1.10 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.11 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.12 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises.

1.13 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.14 HOME: That portion of a Lot which is improved with a single family home, including any steps or decks which serve the Home.

1.15 LOT: A subdivided lot which is designated in Exhibit B as a "Lot" and upon which a Home is or will be constructed. A Lot may be a Neighborhood One Lot or a Neighborhood Two Lot.

1.16 MANAGERS: The manager or managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement; provided, that if the Association is merged into an Illinois not for profit corporation, as more fully provided in Section 5.10 below, the Managers shall be the board of directors of the Association.

1.17 MUNICIPALITY: The Village of Algonquin, an Illinois municipal corporation, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.18 NEIGHBORHOOD: A neighborhood as designated in Exhibit B attached hereto. It is anticipated at that there will be two (2) Neighborhoods: Neighborhood One and Neighborhood Two.

1.19 NEIGHBORHOOD ONE LOT: A Lot which is designated in Exhibit B as a "Neighborhood One Lot".

1.20 NEIGHBORHOOD TWO LOT: A Lot which is designated in Exhibit B as a "Neighborhood Two Lot".

1.21 NEIGHBORHOOD TWO ASSESSMENT: The amounts which the Association shall assess and collect from the Owners of Neighborhood Two Lots to pay the Neighborhood Two Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.22 NEIGHBORHOOD TWO EXPENSES: The expenses associated with Neighborhood Two Lots identified in Section 3.02(c) of this Declaration.

1.23 OPERATING AGREEMENT: The Operating Agreement of the Association; a true copy of which is attached hereto as Exhibit D, provided that, if the Association is merged into an Illinois not for profit corporation, as more fully provided in Section 5.10 below, the term Operating Agreement as used herein shall mean the by-laws of the Association.

1.24 OWNER: A Record or beneficial owner, whether one or more persons, of fee simple title to a Lot, including contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.25 PERSON: A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

1.26 PHASE ONE: That portion of the Development Area described in Exhibit A as "Phase One".

1.27 PHASE TWO: That portion of the Development Area described on Exhibit A as "Phase Two".

1.28 PLAT: The Plat – Phase One and/or the Plat – Phase Two.

1.29 PLAT – PHASE ONE: The Plat of Subdivision of The Trails of Wood Creek – Phase One Recorded on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_ in McHenry County, Illinois, and any revisions, corrections or resubdivisions thereof.

1.30 PLAT – PHASE TWO: The Plat of Subdivision of The Trails of Wood Creek – Phase Two to be Recorded in McHenry County, Illinois, and any revisions, corrections or resubdivisions thereof, which affects the Phase Two property.

1.31 PREMISES: The real estate which is legally described in Exhibit B hereto, as amended or supplemented from time to time, with all improvements thereon and rights appurtenant thereto.

1.32 RECORD: To record in the office of the Recorder of Deeds for the County.

1.33 RESIDENT: An individual who resides in a Home.

1.34 SHARED PATHS: Those shared use paths that are located on the Community Area which connect to those on the adjacent real estate owned or controlled by the Municipality and which are open for the use by the public.

1.35 STORMWATER MANAGEMENT FACILITY: All storm sewer lines, inlets, outlets and any other infrastructure and appurtenances that are part of the system, along with the storm water detention and retention basins and their appurtenances.

1.36 SUBJECT TO ASSESSMENT: A Lot shall only be "Subject to Assessment" hereunder from and after such time as a temporary, conditional or permanent certificate of occupancy has been issued for the Home constructed thereon and the Lot is conveyed by the Declarant to the first purchaser thereof.

1.37 TURNOVER DATE: The date on which the right of the Declarant to designate the Managers is terminated under Section 9.04.

1.38 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

## ARTICLE TWO Scope of Declaration

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises or to remove portions of the Development Area from the terms hereof, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Managers.

2.05 ACCESS EASEMENT: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads

over and across the roads, driveways and walkways, if any, located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality, United States Army Corps of Engineers, or any other governmental authority which has jurisdiction over the Premises, shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, or for the purpose of furnishing or performing municipal or emergency services to the Premises, including, without limitation, enforcement activities. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from, the Community Area, and the Association Maintained Public Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements required or permitted to be furnished by the Association hereunder. The public shall have access to and ingress and egress over the Shared Paths wherever located on the Premises and the right to use same in accordance with any rules the Association may adopt from time to time.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Lot. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Home to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Home to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Home who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Managers from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, repair, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility or other services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Managers deem to be in the best interests of the Owners and which are not prohibited hereunder including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deem to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas (if any) or other vacant areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust

deed, other evidence of obligation, or other instrument relating to a Home, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to dedicate portions of the Community Area or to grant, cancel, alter or otherwise change the easements provided for in this Section 2.10. Any instrument executed pursuant to the power granted herein shall be executed by the Manager of the Association prior to the Turnover Date or by the majority of the Managers thereafter and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder, including, without limitation, the services described in Section 3.02 and Section 3.05, or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for (i) easements granted or dedications made as permitted in Section 2.10 or as shown on the Plat and (ii) the right to ingress and egress over and across the Shared Paths as permitted in Section 2.05 or, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 OWNERSHIP OF COMMUNITY AREA: Those portions of the Community Area which are part of a Lot, if any, shall be owned by the Owner of the Lot subject to the rights of the Association to maintain, repair and replace improvements thereon as provided in Article Three. Those portions of the Community Area which are not part of a Lot shall be conveyed to the Association free of mortgages no later than sixty (60) days after the Turnover Date or sixty (60) days after such Community Area becomes subject to the terms hereof, whichever is later, subject to the rights of Owners from time to time of Lots to use and enjoy the Community Area as provided herein.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and any tax bills for subsequent years. Each Owner of a Lot shall be responsible for the payment of real estate taxes levied with respect to the Owner's Lot (including that portion of the Owner's Lot which is designated as Community Area hereunder).

### ARTICLE THREE

#### Community Area/Association Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

#### 3.02 MAINTENANCE, REPAIR AND REPLACEMENT BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be the responsibility of and furnished by the Association as a Community Expense:



(i) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area and the Association Maintained Public Area;

(ii) Maintenance, repair and replacement of the entryway monuments, fences, Shared Paths and other improvements located on the Community Area;

(iii) Subject to subparagraph (e) below, maintenance, repair and replacement of Stormwater Management Facility, detention, retention, storm water management areas, basins and wetlands located on the Community Area;

(iv) Maintenance, repair and replacements of cluster mailboxes located in the Development, as needed, as provided in Section 8.17; and

(v) Maintenance, repair and replacements as required by the Cost Sharing Agreement.

(b) All maintenance, repair and replacement work required pursuant to this Declaration shall be promptly completed in a good and workmanlike manner consistent with any applicable governmental regulations or standards, or, if no such regulations or standards apply, then consistent with good engineering, forestry, or other similar professional standards so as to ensure the safe and effective condition of the portion of the Development subject to maintenance, repair or replacement. The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses. The Declarant reserves the right to add additional responsibilities to be furnished by the Association at such time as any Supplemental Declarations are Recorded from time to time.

(c) The following maintenance shall be furnished by the Association as a Neighborhood Two Expense:

(i) grass, shrubs and trees installed by the Declarant on Neighborhood Two Lots ("Initial Plantings") with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed; and

(ii) snow removal from the driveways, sidewalks, porches and service walks located in Neighborhood Two and which serve the Neighborhood Two Lots.

(d) The Association may offer to the Owners of Neighborhood One Lots to furnish a higher level of services to their individual Neighborhood One Lot similar to those provided to the Neighborhood Two lots pursuant to Section 3.02(c) hereof ("Optional Services"). If the Owner of a Neighborhood One Lot elects to have the Association provide the Optional Services to his Lot, such election shall be made by the Owner on an annual basis and any fees that the Association may charge to the Owner for the Optional Services shall be a Charge hereunder.

(e) Maintenance of those portions of the Premises which are designated as "Wetlands" by the United States Army Corps of Engineers ("Corps"), and, if applicable, pursuant to any permit issued by the Corps (the "Permit") which applies to the maintenance of the Wetlands on the Premises and the requirements of any management and monitoring plan adopted pursuant to the Permit. No Wetlands shall be altered without the prior written consent

of the Association. The Managers shall not permit, cause or authorize any modification, alteration or improvement to be made to any portion of the Wetlands without complying with applicable laws, rules and regulations governing the alteration of Wetlands, the Permit or the management and monitoring plan adopted pursuant to the Permit.

(f) The Association shall maintain the Stormwater Management Facility, including all detention basins, in accordance with this Section and its maintenance plan, a copy of which shall be on file with the Association and which maintenance plan may be amended from time to time upon the agreement of the Association.

(g) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Community Area ("Initial Plantings") in accordance with the Declarant's Development Plan and with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Community Expenses.

(h) The Association shall not be required to provide maintenance to any Lot which is not yet Subject to Assessment hereunder.

### 3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration each Owner of a Lot shall be responsible for the maintenance, repair and replacement of the Owner's Lot and the Home thereon.

(b) Except as provided in Section 3.02(c)(ii), each Owner shall be responsible for snow removal on the sidewalk located on the Lot or in the right of way adjacent to his Lot as required by the Municipality. Each Owner shall be responsible for the maintenance, repair and replacement of all landscaping on his Lot, including any landscaping, fences, and retaining walls installed by the Declarant.

(c) Each Owner shall be responsible for key replacements and the locking mechanisms on individual mail compartments located in the cluster mailboxes.

(d) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Lots in the Development or in compliance with rules and regulations adopted by the Managers from time to time, then the Managers may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

(e) Neighborhood Two Lot Owners shall be responsible for the repair and replacement of any landscape plantings on the Owners Lot.

(f) Neighborhood Two Lots or the optional services for the Neighborhood One Lots, no deicing agents will be placed on driveways, sidewalks, porches and service walks, unless it is determined by the Managers to do so and added to the annual budget. The Association assumes no liability with the placement of these materials

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, (i) no alterations, additions or improvements shall be made to the Community Area and (ii) no modifications shall be made to the Association Maintained Public Area without the prior approval of the Managers and, if required under applicable Municipal ordinances, with the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area or may cause modifications to be made to the landscaping on the Association Maintained Public Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05, or from the Capital Reserve, as more fully described in Section 6.06; except, that, any such alteration, addition or improvement which shall cost more than four (4) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: Except as provided in Article Nine, no additions, alterations or improvements, including, without limitation, (i) changes in the exterior color of a Home, (ii) construction of awnings, antenna or satellite dish, (iii) installation of or changes or additions to a patio or deck, (iv) installation of a swimming pool or playset, or (v) other similar improvements, shall be made to any Lot or any part of the Home which are visible from outside the Home by an Owner without first (a) complying with applicable ordinances of the Municipality, including the issuance of any necessary permits and satisfaction of any lot coverage restrictions required by the Municipality, and second (b) obtaining the prior written consent of the Managers, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant. Applications for approvals shall not be submitted to the Managers unless and until the Owner has obtained any necessary Municipal approvals.

If an addition, alteration or improvement which requires prior approval of the Municipality and the consent of the Managers and/or Declarant hereunder is made to a Lot by an Owner without such prior Municipal approval or the prior written consent of the Managers or Declarant, or both, as applicable, then (i) the Managers may, in their discretion, take either of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers or the Declarant, as applicable.

3.06 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Community Area and Association Maintained Public Area may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Homes rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner of a Home is being charged disproportionately for costs allocable to the Community Area and Association Maintained Public Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Community Area and the amount thereof shall be Community Expenses hereunder. Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.07 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area, or the Association Maintained Public Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association or an Owner.

#### ARTICLE FOUR Insurance/Condemnation

##### 4.01 COMMUNITY AREA INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its managers and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, the Association Maintained Public Area, and/or adjacent dedicated rights of way or detention areas. The Managers may, in their discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the managers and officers from liability for good faith actions beyond the scope of their respective

authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Managers may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Managers, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition of real estate by the Association pursuant to this Section 4.02 which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section 4.02 and legally describes the real estate affected, is executed by the Manager of the Association prior to the Turnover Date or by a majority of the Managers thereafter and Recorded.

## ARTICLE FIVE The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be organized as a limited liability company under the laws of the State of Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area. The Association shall be responsible for the maintenance, repair and replacement of the Community Area, the Association Maintained Public Area, and such other portions of the Premises as set forth in this Declaration.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. There shall be two (2) classes of membership. Each Owner of a Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.04, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Managers and if in the case of multiple

individual Owners no designation is given, then the Managers at their election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 MANAGERS: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. Initially, the Declarant shall be the sole Manager of the Association. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member who represents a Lot owned by a Class A Member shall have one (1) vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority of the votes represented by Voting Members and the Declarant, except as otherwise provided herein or in the Operating Agreement.

5.06 MANAGER LIABILITY: The Managers, the committee members or the officers of the Association shall not be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Managers, committee members or officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, committee members or officers, and their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Managers, the committee members or the officers on behalf of the Owners or the Association or arising out of their status as Managers, committee members or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Manager, committee member or officer may be involved by virtue of such person being or having been such Manager, committee member or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or actual fraud in the performance of his duties as such Manager, committee member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or actual fraud in the performance of his duties as such Manager, the officer or committee member.

5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement

between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Areas and any such settlement shall be final and shall bind all of the Owners.

5.09 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes represented by all Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover unpaid assessments or other charges or to foreclose a lien for unpaid assessments or other Charges) or actions to enforce the terms of any contract or agreement to which the Community Association is a party, or (b) counterclaims brought by the Association in proceedings instituted against it.

5.10 MERGER: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers, shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation ("NFP Conversion"), as permitted under applicable laws of the State of Illinois, as amended from time to time ("IL Law"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute such documents as may be required under the IL Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant and/or the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement.

5.11 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners as tenants in common.

## ARTICLE SIX Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association to pay the Community Expenses and the Neighborhood Two Expenses and to accumulate reserves for any such expenses.

6.02 COMMUNITY ASSESSMENT: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) Community Expenses:

(i) The estimated Community Expenses;

(ii) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;

(iii) The estimated net available cash receipts from the operation and use of the Community Area plus the estimated excess funds, if any, from the current year's assessments;

(iv) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;

(v) That portion of the Community Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Lot which is Subject to Assessment hereunder, until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Lots, divided by twelve (12), so that each Owner shall pay equal Community Assessments for each Lot owned. The Community Assessment shall be paid in periodic installments as determined by the Managers from time to time, but no less frequently than once each calendar year.

(b) Neighborhood Two Assessment:

(i) The estimated Neighborhood Two Expenses;

(ii) The estimated amount, if any, to maintain adequate reserves for the Neighborhood Two Expenses;

(iii) The amount of "Neighborhood Two Assessment" payable by Owners of Neighborhood Two Lots which shall be equal to the amount determined in (i) above, plus the amount determined in (ii) above; and

(iv) That portion of the Neighborhood Two Assessment which shall be payable by the Owner of each Neighborhood Two Lot which is Subject to Assessment hereunder each quarter until the next Neighborhood Two Assessment or revised Neighborhood Two Assessment becomes effective shall be equal to the Neighborhood Two Assessment, divided by the number of Neighborhood Two Lots then subject to this Declaration, divided by twelve (12), so that each Owner shall pay an equal share of the Neighborhood Two Assessment for each Neighborhood Two Lot owned.

(c) Stabilized Budget:



Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Managers prior to the Turnover Date shall be based on the assumptions that (i) Phase One and Phase Two of the Development has been fully constructed as shown on the then current Declarant's Development Plan and (ii) all proposed Homes thereon have been sold and are occupied and are Subject to Assessment.

(d) Assessments Prior to Turnover Date:

(i) Prior to the Turnover Date, each Owner of a Lot (other than Declarant) which is Subject to Assessment shall pay as the Owner's share of the annual Community Assessment an amount equal to the total cash needs as shown on the Stabilized Budget divided by the total number of proposed Homes on the Declarant's Development Plan, so that each Owner (other than Declarant) will pay, with respect to each Lot which is Subject to Assessment and owned by the Owner, a monthly Community Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Homes have been built and are occupied and are Subject to Assessment.

(ii) In addition to the amount provided for in subparagraph (i) above, each Owner of a Neighborhood Two Lot (other than Declarant) shall pay as the Owner's monthly share of the Neighborhood Two Assessment, an amount equal to the total Neighborhood Two Expenses, as shown on the Stabilized Budget divided by the number of Neighborhood Two Lots, as shown on the Development Plan, divided by twelve (12), so that each Owner of a Neighborhood Two Lot (other than Declarant) will pay, with respect to each Neighborhood Two Lot owned, a quarterly Neighborhood Two Assessment equal to what such Owner would be paying with respect to the Owner's Neighborhood Two Lot if the Development were fully constructed pursuant to the Development Plan and all proposed Neighborhood Two Lots have been built and are sold and occupied; and

(iii) Each Owner shall pay such assessment at such times as determined by the Managers, but not less frequently than once each year. The Declarant shall not be obligated to pay any Community Assessments or Neighborhood Two Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments levied (as opposed to paid), Neighborhood Two Assessments levied (as opposed to paid), plus working capital contributions under Section 6.08 payable (whether or not paid) by Owners (other than Declarant) less the portions thereof which are to be added to Capital Reserve is less than the Community Expenses and Neighborhood Two Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the

Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: On or before the first day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment or Neighborhood Two Assessment, each Owner of a Lot which is Subject to Assessment shall pay to the Association, or as the Managers may direct, that portion of the Community Assessment or Neighborhood Two Assessment which is payable by each Owner of a Lot under Section 6.02(a)(v) or Section 6.07, as applicable, at such times as the Managers shall determine from time to time. For purposes hereof, a Lot shall only be Subject to Assessment hereunder from and after such time as a temporary, conditional or permanent occupancy certificate has been issued with respect to the Home constructed thereon.

6.04 REVISED ASSESSMENT: If the Community Assessment or Neighborhood Two Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessment payable under Section 6.02(a)(v) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Turnover Date, the Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses or Neighborhood Two Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Lots which are Subject to Assessment in equal shares for each such Lot; provided, however, that special assessment applicable to Neighborhood Two Expenses shall only be payable by Owners of Neighborhood Two Lots. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area, and the Association Maintained Public Area (the "Capital Reserve"). The Managers shall determine the appropriate level of the Capital Reserve based on (i) a periodic review of the useful life of improvements to the Community Area, the Association Maintained Public Area and other property owned or required to be maintained by the Association, and (ii) periodic projections of the cost of anticipated major repairs or replacements to the Community Area and the purchase of other property to be used by the Association in connection with its

duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Areas shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers prior to the Turnover Date shall include reserve buildups which the Managers deem to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Managers appointed by the Declarant prior to the Turnover Date for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Area. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers do provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Manager(s) nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02(a)(v) above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

6.07 PAYMENT OF ASSESSMENTS: Community Assessments and Neighborhood Two Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

6.08 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Home by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to six (6) monthly installments of the then current Community Assessment for that Home, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Community Assessment). In addition, the purchasing Owner shall pay to the Association an amount equal to six (6) monthly installments of the then current Community Assessment for that Home which shall be added to the Capital Reserve.

## ARTICLE SEVEN

### Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Article Seven shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges provided for in Section 7.01 shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers where such violation or breach may be cured or abated by affirmative action, then the Managers upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

## ARTICLE EIGHT

### Use Restrictions

8.01 RESIDENTIAL USE: Each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations.

### 8.02 OUTBUILDINGS, CLOTHESLINES AND DOG RUNS AND OTHER ACCESSORY STRUCTURES AND USES:

(b) No outbuilding, shed, storage shed, gazebos, doghouses, greenhouse or other temporary or permanent structure shall be constructed on any Lot. There shall be no clotheslines or dog runs constructed or placed on any Lot.

(c) There shall be no construction on any Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (i) the Home on the Lot or (ii) the remainder of the Homes on the Premises.

8.03 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs be maintained or permitted on any part of the Community Area or any Lot, except as permitted by the Managers or as permitted under Article Nine. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Lot. The foregoing restrictions shall not apply to the signs and billboards, if any, of Declarant or its designees. Notwithstanding the foregoing, during the two (2) week period prior to and during the one (1) week period

subsequent to a primary or general election, one (1) political sign (not to exceed 2 feet by 2 feet in size) may be placed in the window of a Home.

8.04 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats, birds or fish, as household pets ("Pets") but not for breeding purposes. Farm animals, snakes, other reptiles, exotic animals and wild animals are prohibited. Owners shall keep no more than the maximum number of Pets which is allowable under the ordinances of the Municipality, as may be amended from time to time; and if there is no ordinance in the Municipality, then no more than three (3) dogs, or three (3) cats, or a combination of dogs and cats not to exceed three (3) in total in any Home. The owner of any Pet shall immediately remove any bodily waste deposited by its Pet on any Lot, Community Area, parkways, cul-de-sac islands or dedicated streets. The Managers may from time to time adopt rules and regulations governing (a) the keeping of Pets in the Home, which may include prohibiting certain species of Pets from being kept in the Home and (b) the use of the Community Area by Pets.

8.05 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and roads, and shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage may not be burned on a Lot or on the Community Area. Currently, trash containers shall be placed on the curb for collection and empty containers shall be removed on the pick-up day at such times as provided in the current Municipal ordinance, as may be amended from time to time.

8.06 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Home.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 PARKING: The parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Managers from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, the following shall apply:

(a) Residents shall not be permitted to park any vehicle (which has "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

(b) Except for emergencies, no repairs or maintenance work shall be performed on any vehicle on the Premises, other than within a garage which is part of a Home.

(c) The Owner of any Lot shall keep the garage door of his residence shut at all times when it is not in use. No Owner shall park or store vehicles on public streets or on driveways within his Lot if there is capacity for storage for such vehicles in the garage on his Lot. No owner shall utilize the space within his garage to store any commercial materials or products or for purposes which adversely affect or limit the storage of vehicles therein to meet the designed capacity of such garage.

(d) No inoperable vehicles shall be kept on any portion of a Lot, except within the garage.

8.09 SATELLITE DISHES/ANTENNAE: Subject to applicable federal, state and local regulations, laws and ordinances, no satellite dish, television antenna or other similar device shall be attached to or installed (i) on any portion of the Community Area, or (ii) on any portion of a Lot which is visible from the front of the Home. The installation of satellite dishes, television antennae and other similar devices shall be subject to additional reasonable rules and regulations adopted from time to time by the Managers. The restrictions set forth in this Section shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.10 LANDSCAPE MAINTENANCE: Except as provided herein, each Owner shall regularly mow and trim all areas of his Lot covered with grass and ground cover and shall keep all areas of his Lot designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition. Any landscaping installed in any easement area as shown on the Plat shall be installed at the Owners expense and if disturbed when maintenance is performed, shall be replaced at the Owners expense.

8.11 FENCES: No fencing shall be installed on a Lot, unless specifically approved in writing by the Managers. All fences installed on any Lot shall be done in conformance with the "Fence Standards" included in Exhibit C attached. Notwithstanding the foregoing, fences are not permitted on a Neighborhood Two Lot unless installed by the Association.

8.12 PROHIBITION OF ABOVE GROUND SWIMMING POOLS: No above ground swimming pools shall be installed on any Lot within the Premises.

8.13 PROHIBITIONS IN FRONT OR SIDE YARDS: Playgrounds, trampolines, sandboxes, swing sets, outside storage, furniture and inoperable motor vehicles are prohibited in front or side yards.

8.14 SCREENING OF OUTDOOR HOT TUBS: Installation of outdoor hot tubs shall be subject to the review and approval of the Managers to ensure that they are screened from view from public streets or neighboring Lots through installation of appropriate and sufficient fencing or landscaping. Screening with fencing shall not be allowed.

8.15 PROHIBITION OF WINDOW AIR CONDITIONERS OR WINDOW FANS: No window air conditioners or window fans shall be placed in any Home constructed on the Premises.

8.16 CLEARANCE OF UTILITIES: The Owner of a Lot, and not the Association, shall be responsible for the clearance and relocation of any utilities that must be made in connection with the installation of any improvements by the Owner on his Lot.

8.17 COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS: All mailboxes located in any right-of-way shall be in compliance with U.S. Postal Service Regulations and must be approved by the Municipality. To the degree not maintained by USPS, the maintenance, repair and replacement of the cluster mailboxes (but excluding key replacements or the locking mechanisms of any individual mail compartment, which shall be the responsibility of each Owner) shall be provided by the Association and the cost thereof shall be a Community Expense.

8.18 DRIVEWAYS: Driveways shall be constructed of concrete, asphalt or pavers. No driveway alteration, repair or replacement shall be permitted to extend past the width of the initial installation when replaced and shall not be increased at any time.

8.19 LEASES OF LOTS: Any Owner may lease his Lot, but no lease may be for less than the full Home, nor for a period of less than twelve (12) months. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s). Notwithstanding the foregoing, Declarant and its successors and assigns shall have the right to rent any or all units located on Lots owned by Declarant.

8.20 PLAYSET: Subject to the terms of Section 3.05 and 8.22, playsets shall be constructed of wood or PVC materials and shall not be made of metal.

8.21 TRELLISES, ARBORS AND PERGOLAS: Free standing trellises and other latticework built to support climbing plants or vines shall be permitted on a deck or patio. Arbors, pergolas or other structures creating archways, entryways or built with posts supporting a roof, however, are not permitted.

8.22 NEIGHBORHOOD TWO RESTRICTIONS: The following restrictions apply to Neighborhood Two Lots only. In the event there is a conflict between the provisions of this Section and the remainder of this Declaration, the terms of this Section shall govern.

(a) No basketball courts or hoops, playsets, swingsets, jungle gyms or other playground equipment shall be maintained on any Neighborhood Two Lot.

(b) No above ground or in-ground swimming pools shall be maintained on any Neighborhood Two Lot.

8.23 SEASONAL DECORATIONS: Seasonal decorations (statues, artifacts, and lighting) customarily associated with any national, state, local, or religious holiday celebrations may be erected or displayed no earlier than thirty (30) days before the holiday and must be removed no later than fourteen (14) days after the holiday. During the winter months, this period may be extended by the Managers due to extreme weather conditions. During such extended periods, any lighting shall not be illuminated.



8.24 ENERGY POLICY STATEMENT: PURPOSE OF STATEMENT: In compliance with Section 5 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/1 et. seq.) the Board has adopted this Energy Policy Statement for the purpose of protecting the public health, safety, and welfare of the Members of the Association in connection with permitting the use of solar energy systems.

(a) The terms "solar energy", "solar collector", "solar storage mechanisms" and "solar energy systems" and the phrases related thereto when used within this Section shall have the meanings and definitions prescribed to them in Section 10 of the Homeowner's Energy Policy Statement Act.

(b) Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the Managers by submission of an Architectural Review Form.

(c) Owners shall not permit solar collectors, solar storage mechanisms or solar energy systems to fall into disrepair or to become safety hazards.

(d) Owners shall be responsible for maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems.

(e) Owners shall be responsible for repainting or replacement of solar collectors, solar storage mechanisms and solar energy systems.

(f) Solar collectors, solar storage mechanisms and solar energy systems shall meet applicable standards and requirements imposed by state and local permitting authorities and shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency, as applicable.

(g) Solar collectors shall only be installed on residence roofs and should be, upon installation, completely contained within the vertical plane of the exterior wall line of the structure.

(h) Solar collectors, solar storage mechanisms and solar energy systems, whenever possible, should be installed on existing plane of roof material.

(i) Solar collectors, solar storage mechanisms and solar energy systems installed on roofs must be firmly affixed to roof surface.

(j) All plumbing lines should be concealed where possible, on exterior of the building and the method of installation shown and detailed in the Owner's application described in paragraph (b) herein. Lines should be painted colors consistent with the building and other materials adjacent to the system.

(k) Roof solar collectors should be dark in color.

(l) A sample or illustrated brochure of the proposed solar collectors, solar storage mechanisms and solar energy systems should be submitted to the Board as part of an Owner's application under paragraph (b) herein, and should clearly depict the system and define the materials used. Construction drawings for the specific installation shall

also be provided. Drawings shall clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the residence and the location of any storage tanks.

(m) All applications concerning solar collectors, solar storage mechanisms and solar energy systems made pursuant to paragraph (b) herein should include calculations indicating the number and area of panels required.

(n) Any material used in the solar collectors, solar storage mechanisms and solar energy systems, if flammable, should be self-extinguishing.

(o) Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Premises.

(p) A solar energy system may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south provided that the orientation does not impair the effective operation of the solar energy system.

(q) A solar energy system shall only be installed by a professional contractor, licensed or accredited by the North American Board of Certified Energy Practitioners (NABCEP), Interstate Renewable Energy Council (IREC) or other similar nationally recognized accrediting/licensing authority. The appropriate credentials of the professional contractor shall be submitted along with the Owner's application described in paragraph (b) herein.

(r) If, as a result of an Owner's installation, maintenance or repair of a solar energy system, solar collection, solar storage mechanism or any of their component parts, damage is caused to the Community Area or any portion of the Premises that is maintained by the Association, the Owner shall pay for any such damage, maintenance and repairs as may be necessary and as determined by the Board in its sole discretion.

(s) Any party that installs, maintains, repairs or replaces a solar energy system, solar collection or solar storage mechanism must first provide the Association with adequate proof of insurance, providing coverage for the type of work described in this Section. The Association shall be named as an additional insured on any such policies and no installation, maintenance, repairs or replacements may commence until proof of the insurance required by this Section is provided to the Association.

(t) The Association does hereby prohibit the installation, placement or construction of wind energy collection systems and composting systems anywhere on the Premises.

ARTICLE NINE  
Declarant's Reserved Rights and  
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Except to the extent relating to the rights of the Municipality, anything in this Declaration or the Operating Agreement to the contrary

notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of the Declarant in this Article shall terminate and be of no further force and effect five (5) years after the Declarant is no longer vested in or controls title to any portion of the Development Area ("Declarant Rights Period").

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model Homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Premises, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any unit owned by it or the Declarant to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction and/or alteration of any temporary or permanent improvements which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof, or (iv) the date required under any applicable statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.05 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.06 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.07 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, the Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of utility services serving any Lot.

9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit B hereto (each a "Community Area Lot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a Community Area Lot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's Development Plan, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to require the Association to convey such portion or portions of a Community Area Lot which are so withdrawn and removed from the Community Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or construction or installation of a deck, patio, terrace, shed, outbuildings, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

ARTICLE TEN  
Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to remove real estate from the Premises and the terms of this Declaration and (vii) to reflect a change in the Declarant's Development Plan. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent (75%) of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) the provisions relating only to Neighborhood Two Lots may only be amended by the affirmative vote of Voting Members representing at least Seventy-Five Percent (75%) of the total votes of Neighborhood Two Lots or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Neighborhood Two Lots, and (iii) until such time as the rights and powers of the Declarant under this Declaration terminate, this Declaration may only be amended with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN  
First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following and these notices can be delivered by any means the Managers determines which is not contrary to the provisions of the Act.

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;

(g) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(h) Notice of any default by the Owner of the Lot which is subject to the Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(i) The right to examine the books and records of the Association at any reasonable times; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

#### 11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(i) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or

Article Ten, (iii) changes this Article Eleven, or any other provision of this Declaration or by Operating Agreement which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(ii) The withdrawal of the Premises from the provisions of this Declaration;

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged improvements or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

## ARTICLE TWELVE Annexing/Removing Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to (i) annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises or (ii) remove certain portions of the Development Area from the Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Notwithstanding the foregoing, the Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration.

Any portion of the Development Area which is made subject to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Lots contained in the Added Premises shall be referred to as "Added Lots"; and any Association Maintained Public Areas contained in the Added Premises shall be referred to as "Added Association Maintained Public Areas". Each Added Lot shall also be designated as a Neighborhood One Lot or Neighborhood Two Lot. Any portion of the Development Area which is removed from the terms of this Declaration by a Supplemental Declaration shall be referred to herein as "Removed Real Estate." The Removed Real Estate may only include (i) a Lot planned to be improved with a Home (as shown on the Declarant's Development Plan), provided that no portion of such Lot is Subject to Assessment hereunder, and (ii) portions of the Community Area, if any, which, in Declarant's sole and absolute determination, serve the Lots being removed.

After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration or remove portions of the Development Area from the Premises, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained. If any portion of the Added Premises or Removed Real Estate, as the case may be, is owned by an Owner other than the Declarant, then such Owner shall join in the Supplemental Declaration for the purpose of making the Added Premises owned by it subject to this Declaration or removing the portion of the Removed Real Estate owned by it from the terms of this Declaration, as applicable.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to (i) either add portions of the Development Area to Exhibit B or (ii) remove from the Premises real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises or the Removed Real Estate as the Declarant deems necessary or appropriate.

12.03 SUPPLEMENTAL DECLARATION TO ADD PREMISES: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Association Maintained Public Areas, or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Added Lot shall be a Lot hereunder and every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) The provisions of Article Three shall be revised to add any new obligations or responsibilities of the Association or Lot Owners with regards to the maintenance, repair or replacement of the Added Lots, Added Community Areas or the Added Association Maintained Public Areas, if any.

(d) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area, Added Association Maintained Public Areas, or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;



(e) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(f) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(g) Each Owner of an Added Lot which is Subject to Assessment hereunder shall be responsible for the payment of the Community Assessment (and the Neighborhood Two Assessment if a Neighborhood Two Lot) pursuant to Section 6.02 or Section 6.07, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became Subject to Assessment hereunder.

12.04 SUPPLEMENTAL DECLARATION TO REMOVE REAL ESTATE: Upon the Recording of a Supplemental Declaration by Declarant which removes Removed Real Estate from the terms of this Declaration, as provided in this Article, then:

(a) Except as specifically provided in the Supplemental Declaration, none of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall apply to or affect any portion of the Removed Real Estate;

(b) The owner or owners from time to time of any portion of the Removed Real Estate shall not be members of the Association;

(c) The Supplemental Declaration may grant or reserve easements or covenants with respect to a portion of all of the Removed Real Estate or may impose upon a portion or all of the Removed Real Estate, the obligation to share in certain costs incurred by the Association which benefit such portion or all of the Removed Real Estate, as determined by the Declarant in its sole and absolute judgment; and

(d) The provisions of Section 9.08 shall apply to any Community Area Lot or portion thereof which is part of the Removed Real Estate.

## ARTICLE THIRTEEN

### Miscellaneous

13.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Lot. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

13.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

13.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

13.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

13.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

13.07 JURISDICTION: This agreement and its validity, enforcement and interpretation shall be governed by the law of the state of Illinois (without regard to any conflict of laws, principles) and applicable United States federal law.



EXHIBIT A  
TO  
DECLARATION OF COVENANTS FOR THE TRAILS OF WOOD CREEK

The Development Area  
[LEGAL DESCRIPTIONS TO COME]

Phase One:

Phase Two:

EXHIBIT B  
TO  
DECLARATION OF COVENANTS FOR THE TRAILS OF WOOD CREEK

The Premises

I. Neighborhoods and Lots:

Each of the following described lots in each neighborhood shall be a "Lot" hereunder:

A. Neighborhood One : \_\_\_\_\_ (each a "Neighborhood One Lot");

B. Neighborhood Two: \_\_\_\_\_ (each a "Neighborhood Two Lot")

II. Community Area:

A.

III. Association Maintained Public Area:

A.

EXHIBIT C  
TO  
DECLARATION OF COVENANTS FOR THE TRAILS OF WOOD CREEK

Fence Standards

Fence Standards

- Except as provided herein, all fences on the Premises must be aluminum or wrought iron and shall not exceed five (5') feet in height.
- In order to provide a cohesive, well planned fencing program that provides a fencing alternative for homeowners with small pets, the illustrated "puppy picket" style fence will be permitted.
- Fences may only be installed (i) in the rear yard and (ii) in the side yards if the service door to the garage is present.
- Under no circumstances shall a fence be installed in a front yard.
- Fences are not permitted on a Neighborhood Two Lot, unless installed by the Declarant.

Illustration of "Puppy Picket" fence

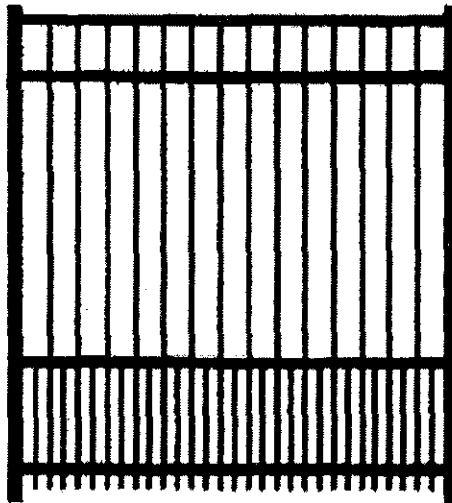


EXHIBIT D  
TO  
DECLARATION OF COVENANTS FOR THE TRAILS OF WOOD CREEK

Operating Agreement

See attached

{to be inserted}



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: May 8, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Trails of Woods Creek, Rezoning to R1-E PUD, B2 PUD, Preliminary PUD and Preliminary Plat, and Development Agreement*

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**INTRODUCTION**

Pulte Homes is proposing redevelopment of the Terrace Hill Golf Course property. The property was annexed in 1987 and was zoned R1-E as part of the surrounding Terrace Hill subdivision. At the time the proposed use of the land was a golf course, which was ultimately developed and has been operating on the land since.

The property is bounded by Algonquin Road on the north, Fairway View Drive on the east, Prestwicke subdivision on the west, and Terrace Hill subdivision on the south. Surrounding lots are in the 16,000 to 20,000 square foot range. Current access to the property is through a signalized intersection at Algonquin Road and Frank Road to the north.

Pulte's proposal is to subdivide the 139-acre property into 267 home sites surrounded by substantial open space. The project includes three distinct neighborhoods. The Springs is in the northern portion of the property and has 96 lots ranging from 7,000 square feet to just over 11,000 square feet in size. The homes range from 2400 to 3200 square feet, and are aimed at family-oriented buyers who are looking for a manageable home in a great school district.

The Estates is the far western portion of the property, with 47 lots ranging from 9230 to over 14,000 square feet, and homes from 2900 to 3900 square feet. The Estates offers larger homes with a higher level of amenities, aimed at the move-up buyer.

The Shores is located on the northern portion of the site and features 124 lots ranging from 7500 to nearly 13,000 square feet in size. The Shores features all ranch homes ranging from 1700 to 3000 square feet. This neighborhood is targeted toward empty-nesters, and will be a low-maintenance neighborhood, with full lawn care and snow removal services much like a townhome community.



Additionally, a commercial parcel of 2.67 acres is proposed at the northwest corner of the property, near the existing signalized intersection. Pulte's original request included development of a gas station/convenience store at this site, but that request has since been withdrawn. The request now is to zone the property B2 PUD, with any future development having to return to the Planning and Zoning Commission and Village Board for approval through an amendment to the PUD.

The primary access to the proposed development will remain at the signalized intersection at Frank Road and Algonquin Road. A secondary access will be provided to Fairway View Drive. Although when Terrace Hill was platted, a lot was reserved at the south for future access to Bunker Hill Drive, no access is planned at that location due to the flood plain and hydric soils that exist in that area. No access to the west is planned as Prestwicke Subdivision did not provide for any future street connections.

The property was substantially graded, creating many hills and valleys, as part of the original golf course construction. Despite the substantial disturbance, a substantial amount of flood plain and wetlands exist on the property, near the south and southeast sides. The property is also located within the Woods Creek Watershed area. These factors make the land perfect for the application of Conservation Design through the Village PUD ordinance, which is what Pulte's proposal follows.

The Planning and Zoning Commission held a public hearing on this project at their regular meeting January 13, 2020. The PZC recommended approval, with conditions, by a vote of 5 ayes, 1 nay (Commissioner Patrician absent). Minutes of that meeting are enclosed. Since that time the developer has been addressing the comments from staff and issues presented at the public hearing.

## **DENSITY AND CONSERVATION DESIGN**

A large concern presented at the public hearing was the density of the project. The lot sizes, ranging from 7,000 square feet to 15,000 square feet, are smaller than the existing R1-E zoning allows (18,000 square feet), and smaller than those of surrounding homes. However, as noted above, the property has substantial hills and valleys and ecologically sensitive areas that make it highly desirable to develop as a conservation design subdivision. If this property was a flat corn field and were developed with standard 18,000 square foot lots, it would result in over 300 home sites.

Instead, Pulte's proposal works with the land, clustering the housing in developable areas while maintaining large swaths of open space and natural features. Other than a handful of lots (13%), nearly every lot will back up to open space. In addition, about 35 acres of very sensitive land in the south and southeast portion of the property will be deeded to the Village for public open space (Outlots G and H). This land will be improved by the developer to restore the wetlands and flood plain corridors, and create a natural prairie and wetland buffer area.

The remaining 30 or so acres of open space will be owned and maintained by the Homeowners Association, and provides major buffer areas between the northernmost homes and Algonquin

Road, the westernmost homes and the existing homes in Prestwicke, and a central corridor of open space between a majority of the homes. The storm water retention ponds will be integrated into these open spaces, creating natural amenities for the residents. In addition, the open space includes ribbons of bike and walking paths throughout. A wider bike path connection will extend south to Bunker Hill Drive, that will link the neighborhoods. This larger path will also serve as an emergency access for police or ambulance use, if ever necessary.

Through conservation design, this proposal has a density that is only 85% of the density that would be allowed under the existing zoning, or 15% less than would otherwise be allowed. This layout and approach are very equivalent to Manchester Lakes, a nearby subdivision located west of Square Barn Road. A chart showing the comparison of the open space between this project and Manchester Lakes is below.

Project	Gross Site	Area in	% Lots	Open Space	% Open Space	Park	% Park	Total %
	Area (ac)	Lots (ac)		Private (ac)	Private	Public (ac)	Public	Open Space
<b>Manchester Lakes Preliminary</b>	<b>184</b>	<b>70</b>	<b>38</b>	<b>40</b>	<b>22</b>	<b>27</b>	<b>15</b>	<b>36.41</b>
Manchester Lakes 1	54.05	24.3	44.96	18.72	34.63			
Manchester Lakes 2	43.22	17.8	41.18	19.4	44.89			
Manchester Lakes 3	49.62	10.58	21.32	6.92	13.95	27.45	55.32	
Manchester Lakes 4	35.17	16.76	47.65	12.34	35.09			
<b>Manchester Lakes 5</b>	<b>78.1</b>	<b>25.77</b>	<b>32.99</b>	<b>40.53</b>	<b>51.90</b>			<b>51.9</b>
<b>Total for Manchester Lakes</b>	<b>262.1</b>	<b>95.77</b>	<b>70.99</b>	<b>80.53</b>	<b>30.72</b>	<b>27</b>	<b>10.3</b>	<b>41.02</b>
<b>Trails of Woods Creek</b>	<b>138.44</b>	<b>53.98</b>	<b>38.99</b>	<b>28.14</b>	<b>20.33</b>	<b>34.54</b>	<b>24.95</b>	<b>45.28</b>

This chart shows a comparison between the lots and home sizes in Manchester Lakes and those proposed in Trails of Woods Creek.

Project	House Min	House Max	Lot Min	Lot Max	Units
	sqft	sqft	sqft	sqft	
<b>Manchester Lakes Preliminary</b>	<b>1700</b>	<b>2500</b>	<b>8040</b>	<b>18074</b>	<b>349</b>
Manchester Lakes 1			8040	15134	70
Manchester Lakes 2			8040	13438	40
Manchester Lakes Club Homes (Duplex)	1200	1800	10370	18074	116
Manchester Lakes 3			8040	11278	50
Manchester Lakes 4			8040	13777	73
<b>Manchester Lakes 5*</b>	<b>2148</b>	<b>3036</b>	<b>8100</b>	<b>17433</b>	<b>119</b>
<i>* not including commercial lots</i>					
<b>Trails of Woods Creek (proposed)</b>			<b>7000</b>	<b>14352</b>	<b>267</b>
The Springs	2200	3000	7000	11319	96
The Estates	2800	3800	9230	14532	47
The Shores	1600	2900	7425	12939	124

## TRAFFIC and TRANSPORTATION

Another major issue presented at the public hearing was traffic. The developer provided an extensive traffic study. The streets servicing this subdivision include Algonquin Road, which is classified as a Primary Arterial on the Village's Comprehensive Plan. The primary entrance, at a signalized intersection, accesses Algonquin Road.

The secondary access to the subdivision intersects with Fairway View Drive. Fairway View Drive is designated as a Collector in the Comprehensive Plan. Fairway View Drive connects Algonquin Road, a Primary Arterial, and Bunker Hill Drive, another collector.

The traffic study found that this subdivision will not create any additional congestion or delays in the existing traffic on either of the intersecting streets, nor will it create any issues at Bunker Hill Drive. Staff's concern was to review the possibility of adding traffic signals at the intersection of Algonquin and Fairway View Drive. Even with the buildout of this subdivision, and a review of the sight distances at the intersection, construction of a signal at that location is not warranted. An addendum of this review was added to the traffic study.

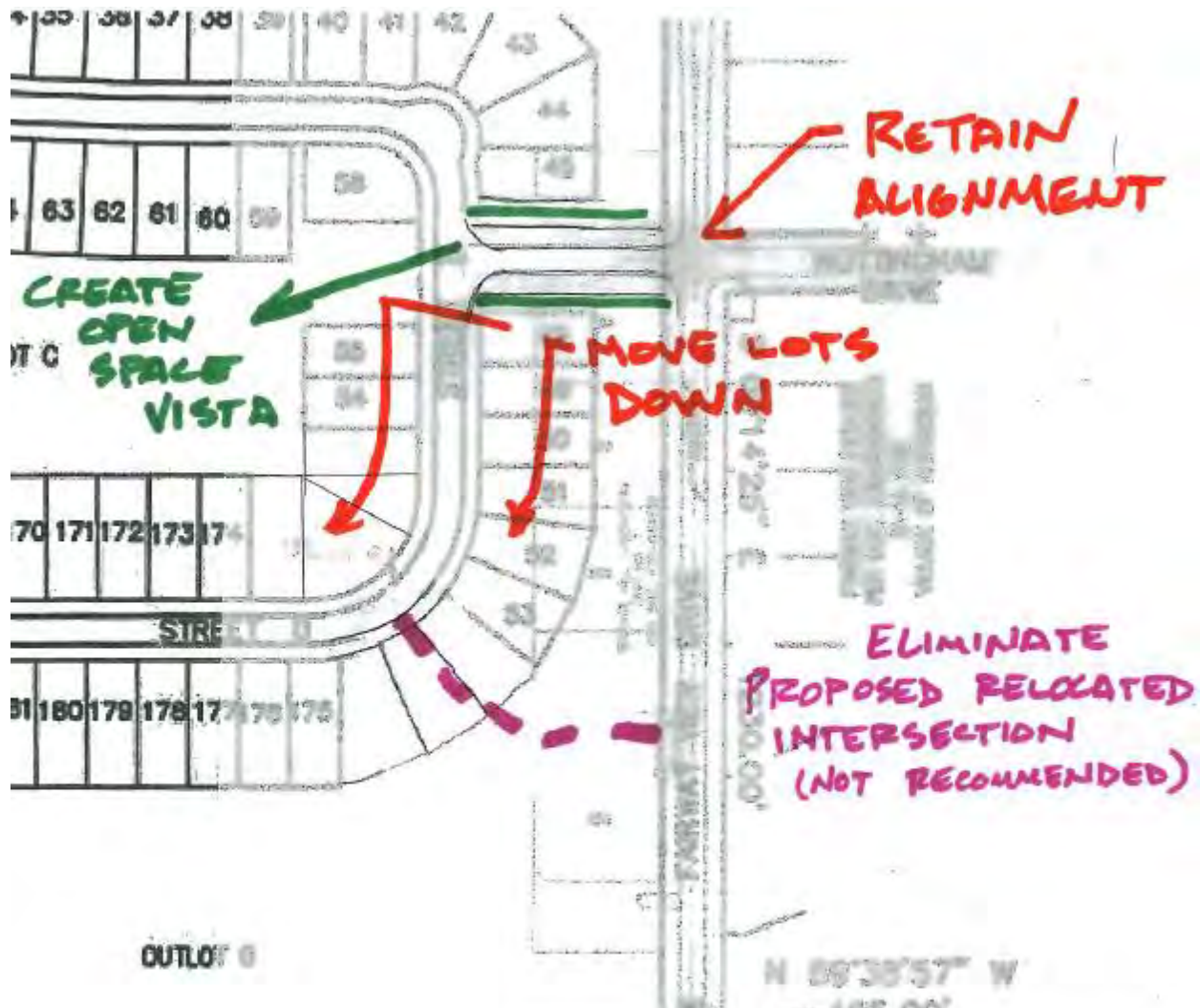
Other traffic concerns related to current speeding and other issues on Bunker Hill and Fairway View (as well as other neighborhoods further away) are enforcement issues that are unrelated to the proposed development.

Village Staff did do drone video flights and recorded the actual traffic on the surrounding streets during morning and afternoon peak hours (including the after-school peak – when school was still in session). If any Trustees would like to view those videos, please let Staff know.

In order to serve this project, Pulte will have to construct the public street improvements and improve the access to Algonquin Road at Frank Road. This includes extension of the proposed bike path to Algonquin Road, and crossing Algonquin Road to connect to the bike path to the north. Some details indicate that this may not be able to feasibly be constructed due to grades and a ditch on the north side of Algonquin Road, in which case Pulte will provide \$20,000 in funding to construct that crossing at some point in the future.

The developer is also obligated to make necessary improvements to Fairway View Drive. Since they have to build a new culvert under the roadway, and the Village already has a major improvement planned for this roadway, Public Works and Pulte have agreed on certain details and provisions to coordinate that work closely.

The street layout originally had the access to Fairway View Drive aligning with Nottingham Drive on the east. For a variety of reasons, the Village Planner (Mike Hoffman from Teska) asked that the access be moved south, in order to provide open space vistas upon entry to the subdivision. The revised version has it moved further south, but standard engineering practice has the Village Engineer and Public Works Director now recommending that the access be moved back to its original location. CD Staff has sketched a possible alternative (below) that seems to meet the needs of both requests. Committee input and direction on this issue is requested.



## LANDSCAPE PLAN and TREE REPLACEMENT

Pulte has proposed an extensive landscape plan for the Trails of Woods Creek. Because the property is an existing golf course, there are a large number of existing trees that will be removed as part of the redevelopment. Most of the trees were planted when the golf course was developed, so while this is not a natural wooded area, the trees are over 30 years old and many are quite large. This, combined with many trees that need to be removed for restoration of the watershed and wetlands area, results in a substantial impact to the existing trees on this property. Most recent plans show 540 trees to be removed of the 929 that exist on the site.

But, of the trees to be removed, nearly half (210 trees) are on the property that will be dedicated to the Village, and would require removal anyway in order to accomplish the restoration of the wetlands and watershed through this area.

In addition, Pulte is proposing to plant over 1100 new trees, which exceeds the current 928 trees that exist on the property today. This includes a combination of street trees internal to the subdivision, street trees to be installed along Fairway View Drive, and a minimum of one tree to

be installed on every new lot. In addition, Pulte is making substantial improvements through wetland restoration and prairie improvements to the future Village property, at an expense of over \$750,000. This more than offsets the tree replacement fee that would otherwise be required.

Trees to be preserved, however, include an existing tree line located along the entire west boundary of the site, with a substantial buffer on the west side of the main entry at Algonquin Road. This existing tree stand serves as a substantial buffer to the neighboring homes in Prestwicke Subdivision, and that will remain to continue screening those homes from the new road and development. In addition, the trees along homes at the southeast end of the property will remain, as they will not interfere with the ecological restoration area, and they will continue to enhance the area of the existing, neighboring homes.

## **UTILITIES**

The property is adequately served by existing water and sanitary sewer systems. These would be extended throughout to service the proposed subdivision. However, the downstream sanitary sewers use the Woods Creek lift station, which was studied in relation to this development proposal. The development will require upgrades to the lift station, at Pulte's expense.

Additionally, the interior water main layout was modeled by the Village, and will require an upgrade to a 12" water main along the west end of the subdivision, in order to provide sufficient water flow and pressure to the future business lot.

The subdivision will be serviced by a completely new storm sewer system that will be retained in the developer-constructed (and HOA maintained) private storm retention ponds that are incorporated into the private greenways throughout the property. These will outflow into the restored wetlands and the tributary, eventually draining under Fairway View Drive into the Woods Creek watershed. These improvements will also substantially reduce or eliminate existing flooding issues experienced by the homes along Bunker Hill Drive.

In order to accommodate the outflows, the developer will need to construct a new culvert under Fairway View Drive. The developer has also agreed to provide additional funding for stabilization improvements to the portion of the Woods Creek tributary east of Fairway View Drive.

## **SCHOOL IMPACT**

This property is located in District 158 (Huntley School District) boundaries. Project plans were shared with D158 for their review. This project will generate school children, approximately 150 grade school students and just under 100 high school students. Pulte will pay the Village's standard school impact fees with each home that is constructed.

The Huntley School District has reviewed all of the information for this project, has the capacity for the students that will be generated by this project, and has provided a letter of no objection to the proposal.

## BUILDING ELEVATIONS

Pulte has proposed a series of very attractive building elevations for the homes in this subdivision. The homes will feature a high level of architectural features with wood or LP trim and masonry on the front elevations. The elevation drawings are attached.

Of particular note, though, Staff has recommended that several models with masonry wainscot on the front elevation have that wainscot wrapped through the recessed entry walls. Pulte is objecting to that requirement and would like to discuss their concerns with the Committee. They are trying to maintain certain price points that they can hit within this market. Staff recommends the higher inclusion of masonry and that the masonry be included through the entire front elevation, including recessed entryways.

An example is below; the red line is where the wainscot should be continued into the recessed entries.



## REDEVELOPMENT AGREEMENT

A draft redevelopment agreement has been provided by the developer, that would “lock in” all of the terms and agreements pertaining to the development of the property and the PUD. While this is not common practice to do unless the Village is annexing property, in this case it makes sense. There are many practical issues that have been worked through and resolved between Staff and the developer, such as the construction timing and details on Fairway View Drive, payment for the lift station improvements, and other considerations that are clearly documented in this agreement.

The agreement also includes terms and understandings for the fence replacement for the neighbors, the responsibilities of the Homeowners Association and the backup SSA, and many other details related to the project.

The *draft* agreement has been extensively reviewed and discussed but an updated version was not completed in time for this packet. Should the Committee give this proposal a favorable review, the final draft (inclusive of any additional Committee direction) will be completed prior to Board action on this development proposal.

## CONCLUSIONS

Pulte has proposed a very good development project that will not negatively impact the neighboring properties. This proposal demonstrates a good use of conservation design, and results in preservation of 62 acres of the site as open space, including restoration of 35 acres of highly valuable wetland, flood plain and ecologically sensitive lands that will be donated to the Village.

The subdivision layout creates home sites that nearly all back up to open space. The layout minimizes the impact upon surrounding homes by providing large open space buffers and preserving existing trees around those homes.

The project will enhance the Woods Creek Watershed, and complies with the terms of the Village's Conservation Design zoning requirements. The project fulfills the intent of the underlying R1-E zoning and will actually result in less density with fewer homes being built that could be constructed by-right.

Committee input and direction on the alignment of Nottingham Drive as well as the additional masonry on the building elevations (or other issues from the Committee) is requested. Concurrence to move this forward for Board approval, subject to compliance with the Staff review comments and final Village Attorney review and approval of the Redevelopment Agreement, is recommended.



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: April 23, 2020

TO: Bob Mitchard, Public Works Director

FROM: Thomas Hall, Chief Wastewater Operator

SUBJECT: Trotter & Associates Professional Engineering Services – Phosphorus Discharge and Optimization Plan (PDOP)

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Bob,

I recommend contracting Trotter & Associates to assist the Village in developing a Phosphorus Discharge and Optimization Plan (PDOP). Trotter & Associate's engineering fee for the scope of services they will provide quoted \$34,900.00 (See attached proposal). Funds were requested and approved within the FY2020/21 Budget under Sewer Division Account Number 07800400-42232 (PDOP).

Professional engineering services are needed to realize the completion of a Phosphorus Discharge and Optimization Plan (PDOP) in accordance with Special Condition No. 17 of the Village of Algonquin's National Pollutant Discharge Elimination System (NPDES) permit.

Thank you for considering this recommendation.

Thomas Hall





March 19, 2020

Mr. Tom Hall  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phosphorus Discharge Optimization Plan  
Engineering Services Proposal

Dear Mr. Hall:

We sincerely appreciate this opportunity to continue offering our services to the Village of Algonquin. Enclosed for your review is the requested proposal for Engineering Services to complete the Phosphorus Discharge Optimization Plan. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, P.E., BCEE  
President

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March 19, 2020

Mr. Tom Hall  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phosphorus Discharge Optimization Plan  
Engineering Services Proposal

Dear Mr. Hall:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the Phosphorus Discharge Optimization Plan (hereinafter referred to as the "PROJECT").

### **Project Background**

The Village's renewed NPDES permit was issued by the Illinois EPA on December 28, 2018. The Village is a member of the Fox River Study Group (FRSG). The FRSG has negotiated special conditions which are included in the renewed permit, specifically with respect to nutrient (phosphorus and nitrogen) removal requirements. The special conditions of the NPDES include a Phosphorus Discharge Optimization Plan (PDOP) and Phosphorus Removal Feasibility Study to be completed within 12 months of permit issuance (by 12/28/2019). Due to budgetary restrictions, the Village requested an extension to the due date of the PDOP which is reflected in a draft Permit, dated March 3, 2020. The modified due date of the PDOP is to be completed within 24 months of permit issuance (12/28/2020).

The Optimization Plan will identify low-cost measures which may be taken to reduce influent phosphorus or modifications to the process to reduce phosphorus in the discharge without construction of capital improvements. The Phosphorus Feasibility Study (completed in 2018) confirmed the basis of the design of the existing facility and evaluated modifications of the process to meet future effluent phosphorus limits.

### **Project Understanding**

The FRSG-negotiated Special Condition #17 includes the completion of a Phosphorus Discharge Optimization Plan within 24 months of permit issuance (modified Permit). TAI has confirmed with the Illinois EPA that the PDOP is intended to identify significant sources through a practical review of the non-residential users. The PDOP is not intended to include a local limits evaluation with sampling for phosphorus.

#### Special Condition #17:

*The Permittee shall develop and submit to the Agency a Phosphorus Discharge Optimization Plan within 24 months of the effective date of this permit. The plan shall include a schedule for the implementation of these optimization measures. Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 24 months from the effective date of the permit. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The Permittee's evaluation shall include, but not be limited to, an evaluation of the following optimization measures:*

- a) WWTF influent reduction measures.

- i. *Evaluate the phosphorus reduction potential of users.*
- ii. *Determine which sources have the greatest opportunity for reducing phosphorus (i.e., industrial, commercial, institutional, municipal, and others).*
  1. *Determine whether known sources (e.g., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.*
  2. *Evaluate implementation of local limits on influent sources of excessive phosphorus.*
- b) *WWTF effluent reduction measures.*
  - iii. *Reduce phosphorus discharges by optimizing existing treatment processes.*
    1. *Adjust the solids retention time for either nitrification, denitrification, or biological phosphorus removal.*
    2. *Adjust aeration rates to reduce dissolved oxygen and promote simultaneous nitrification-denitrification.*
    3. *Add baffles to existing units to improve microorganism conditions by creating divided anaerobic, anoxic, and aerobic zones.*
    4. *Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.*
    5. *Minimize impact on recycle streams by improving aeration within holding tanks.*
    6. *Reconfigure flow through existing basins to enhance biological nutrient removal.*
    7. *Increase volatile fatty acids for biological phosphorus removal.*

#### *Influent Reduction Strategies*

In accordance with Special Condition #17, TAI will evaluate the industrial users and develop a strategy for influent load reduction including evaluating the merits of implementation of local limits. As part of the evaluation, TAI would review water usage data for all non-residential users consuming above 5,000 gpd. Likely sources for high phosphorus discharge may include:

- Medical Facilities
- Restaurants/Food Processing
- Car Washes/Industrial Laundries
- Categorical (Metal Finishing)

Based on the findings of this review, TAI will identify any non-residential user which may be a significant contributor (over 1%), and develop a sampling protocol to determine the actual phosphorus contributions of these users. After sampling is complete, TAI will provide recommendations for implementation of further reduction strategies.

#### *Effluent Reduction Strategies (Plant Optimization)*

In accordance with Special Condition #17, TAI will review the existing treatment facility and work with Village staff to evaluate and implement low-cost optimization strategies for the reduction of effluent phosphorus. The NPDES permit specifically requires evaluation of increasing SRT's, reducing dissolved oxygen with the biological process, implementation of anoxic zones, recycle stream load reduction, process modifications for BNR, and the potential for VFA production.

TAI will conduct a work session with plant staff to confirm current plant flows, loads, and operational strategies. Additionally, TAI and staff will discuss the operational flexibility available in the existing facility (i.e. dissolved oxygen control, diversion of recycle flows, potential for chemical addition, and return sludge hydraulic capacities).

Evaluation of alternative strategies will require a full understanding of the treatment facility's basis of design as well as the biological and hydraulic capacities of each unit process. Special Condition #15 requires development of a Phosphorus Feasibility Study, which is specific to the wastewater treatment facility and traditionally completed in parallel with the PDOP. Evaluation of the existing facility, and the basis of design has been completed as a component of the Feasibility Study and will be incorporated into the Optimization Plan.

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From this evaluation, TAI will prepare an effluent reduction strategy (in report format) which addresses each of the identified reduction strategies within Special Condition #17, as well as provides recommendations for practical operational changes which will result in reduced effluent phosphorus. Within this evaluation, Trotter and Associates will detail the potential benefits and costs associated with implementing these strategies. TAI will also identify any potential limitations or drawbacks from implementing these modifications which may affect the Village's ability to meet its existing obligations under the NPDES permit requirements.

In accordance with Special Condition #17, Trotter and Associates will review these recommendations with Village staff and incorporate the Village's comments.

Once completed, TAI will submit the final report to the Illinois EPA and address all comments or feedback received from the EPA.

### Project Schedule

2020 Phosphorus Optimization Plan April 2020 – August 2020

RFI to Village for Data	March 2020
*First Draft Report Submission Date:	June 1, 2020
Sampling results to TAI	June 15, 2020
**Amended Report Submission Date:	July 1, 2020
Meeting to discuss sample results and recommendations	July 2020
Final Report Submission Date:	August 1, 2020

\*Contingent upon receiving data within two weeks of RFI receipt.

\*\*Schedule contingent upon Village providing comments within two weeks of draft submittal.

### Scope of Services

Our services will consist of customary civil engineering and related engineering services incidental thereto, described as follows;

#### A. A Phosphorus Discharge Optimization Plan

- Influent Reduction Strategy
  - Review the Village's existing pre-treatment ordinance and industrial user permitting program to provide recommendations (if any).
  - Conduct a work session with Village staff to identify contributing phosphorus loads:
    - Acquire flow data for all commercial users over 5,000 gpd
    - Identification of all Categorical and Significant Industrial Users
    - The combined list is estimated to range between 1-10 users
  - Evaluation of potential significant sources identified above
    - Estimate the potential of each source to contribute more than 1% phosphorus load to the WWTF based on the type of business (estimated 0-3 sources).
    - Work with Village staff to sample the potential significant sources (estimated 0-3 sources).
    - Estimate the load contributed by each of the identified significant phosphorus sources.

- Evaluate the cost-effectiveness of implementing permitting and sampling for the significant contributors.
- Develop recommendations for implementation of a phosphorus public education/awareness program to be modeled after national (Water Environment Federation) public education programs.
- Summarize all recommended influent source reduction strategies.
- Effluent Reduction Strategy (Plant Optimization)
  - Hold a project kick-off meeting with Village staff to confirm objectives, request laboratory data, validate flow diagrams and estimated flows/loads.
    - Acquire 36-months operational and DMR laboratory testing
    - Obtain copy of previous facility plan, including basis of design
    - Confirm operational procedures
    - Request additional testing necessary to confirm recycle loads
  - Work with Village's laboratory to benchmark performance of existing unit processes.
  - Perform on-site analysis with Village staff of the existing treatment facilities to identify capabilities for enhancement as well as internal recycle sources which could be optimized to reduce effluent phosphorus.
  - Review of Village's operational data with respect to process and recycle flows.
  - Evaluate alternatives for optimizing biological process phosphorus removal under existing conditions and loads.
    - Determine current biological process SRT and evaluate the potential for increasing phosphorus removal through operating at a lower sludge age and maintaining full nitrification (*confirm with BioWin model*).
    - Evaluation of reducing dissolved oxygen and operating the facility as a simultaneous nitrification/denitrification process, which will increase phosphorus uptake.
    - Evaluate implementation of anoxic zones utilizing an A/O process in existing tankage at current flows, and determine the plant's ability to maintain full nitrification with lower aerobic detention times. Estimate the cost for implementing the process optimizations under current operating conditions (*confirm with BioWin model*).
    - Evaluate implementation of anaerobic/anoxic zones by modifying the existing process utilizing baffle walls to create an A<sup>2</sup>O process in existing tankage. Estimate the cost for implementing the process optimizations under current operating conditions (*confirm with BioWin model*).
    - Evaluate the cost-effectiveness of incorporating iron salts into the dewatering process and lowering polymer consumption to reduce phosphorus recycle loading.
    - Evaluate the potential for converting one or more of the primary clarifiers to an activated primary for the purposes of fermenting raw sludge and production of VFA's.
  - Summarize all recommended effluent reduction (plant optimization) strategies.
- Prepare Summary Report
  - TAI will prepare a written report to condense the information into a summary highlighting the selected alternatives, costs and schedule in accordance with the Fox River Study Group Special Condition #17. TAI will submit the final report to the Illinois EPA for review and approval.

**DELIVERABLE**

Ten (10) copies of the 2020 Time sheet

Phosphorus Optimization Plan will be provided to the Village, and submitted to the Illinois EPA as required. The Plan will generally follow the sample table of contents provided below:

- 1.0 Overview and Summary
  - 1.1 Introduction and Background
  - 1.2 Review of NPDES Permit Requirements
  - 1.3 Community Overview
  - 1.4 Treatment Process Overview
    - 1.4.1 Collection System
    - 1.4.2 Wastewater Treatment Process
- 2.0 Phosphorus Discharge Optimization Plan
  - 2.1 Influent Reduction Strategies
    - 2.1.1 Evaluation of Potential Phosphorus Reduction of Individual Users
      - 2.1.1.1 Users over 5,000 gpd
      - 2.1.1.2 Categorical and SIU Potential Contributors
    - 2.1.2 Evaluation of the Cost-Effectiveness of Implementing Local Limits on Influent Sources of Excessive Phosphorus
    - 2.1.3 Recommendations for Implementing Permitting and Sampling for Significant Contributors
    - 2.1.4 Summary of Influent Reduction Strategies
  - 2.2 Effluent Reduction Strategies (Plant Optimization)
    - 2.2.1 Overview of Information on Existing System's Data and Design
    - 2.2.2 Summary of On-Site Analysis
      - 2.2.2.1 Unit Process Phosphorus Removal Capabilities
      - 2.2.2.2 Process Modeling and Simulation of Existing System
    - 2.2.3 Evaluation of Reducing Phosphorus Discharge by Optimization of Existing Treatment Process
      - 2.2.3.1 Evaluation of SRT on Phosphorus Removal
      - 2.2.3.2 Evaluation of Reduction of Dissolved Oxygen on Phosphorus Removal
      - 2.2.3.3 Evaluation of Implementation of Anoxic Zones on Phosphorus Removal
      - 2.2.3.4 Evaluation of Implementation of Anaerobic/Anoxic Zones on Phosphorus Removal
      - 2.2.3.5 Evaluation of Incorporation of Iron Salts into Dewater Process
      - 2.2.3.6 Evaluation of Conversion of Primary Clarifier to Activated Primary Clarifier for VFA Production
    - 2.2.5 Summary of Effluent Reduction (Plant Optimization) Strategies
- 3.0 Implementation Schedule

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

## Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services is estimated to be \$34,900 based on the following assumed distribution of compensation:

<u>Study and Report Phase</u>	<u>\$26,400</u>
Base Engineering Fees	\$26,400
Reimbursable Expenses	\$1,000
Pre-Authorized Amount for Addendum	\$5,000
<u>Pre-Authorized Amount for Sampling</u>	<u>\$2,500</u>
Total Authorized for Study and Report	\$34,900

*Reimbursable Expenses.* ENGINEER has incorporated \$1,000 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

*Pre-Authorized Amount for Addendum.* ENGINEER has incorporated a portion of this proposal that will only be billable if approved in writing at the discretion of the CLIENT.

*Sampling.* ENGINEER to provide sampling and lab testing of up to four samples.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.



### **Miscellaneous**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

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**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Village of Algonquin

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Address for giving notices:

2200 Harnish Drive  
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.

\_\_\_\_\_

By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: March 11, 2020

Address for giving notices:

40W201 Wasco Road, Suite D  
St. Charles, IL 60175

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: (630) 587-0470

E-Mail Address: j.kiss@trotter-inc.com

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

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### ARTICLE 1 - SERVICES OF ENGINEER

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#### 1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

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#### 2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

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#### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

#### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

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##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

##### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

#### ARTICLE 5 - OPINIONS OF COST

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##### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

##### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

##### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

#### ARTICLE 6 - GENERAL CONSIDERATIONS

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##### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

#### 6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### 6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

**6.05 Insurance**

- A. ENGINEER shall procure and maintain insurance as set forth below:
  - 1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  - 2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  - 3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  - 4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - 5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

### 6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By ENGINEER:
      - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
      - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. *For convenience,*
    - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

### 6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or



remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

### 6.11 Allocation of Risks

#### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

### 6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

### 6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### 6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

### 6.16 Definitions

- A. Defined terms will be in accordance with EJDCD No. 1910-1 (1996 Edition)

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT B  
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

<b>2020 Schedule of Hourly Rates</b>		<b>2020 Reimbursable Expenses</b>		
<b>Classification</b>	<b>Billing Rate</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>
Engineering Intern	\$55.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$110.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$122.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level III	\$134.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$149.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level V	\$168.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level VI	\$195.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer VII	\$205.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer VIII	\$233.00	Binding Strips (Engineering Plans)	Each	\$1.00
Principal Engineer	\$238.00	5 Mil Laminating	Each	\$1.25
Technician Level I	\$98.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$116.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level III	\$135.00	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level IV	\$147.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Senior Technician	\$162.00	Recorded Documents	Each	\$25.00
GIS Specialist I	\$98.00	Plat Research	Time and Material	
GIS Specialist II	\$111.00	Per Diem	Each Day	\$30.00
GIS Specialist III	\$151.00	Field / Survey Truck	Each Day	\$45.00
Clerical Level I	\$64.00	Postage and Freight	Cost	
Clerical Level II	\$76.00			
Clerical Level III	\$88.00			
Survey Technician Level I	\$66.00			
Survey Technician Level II	\$79.00			
Survey Crew Chief	\$161.00			
Professional Land Surveyor	\$194.00			
Department Director	\$192.00			
Prevailing Wage Survey Foreman**	\$185.00			
Prevailing Wage Survey Worker**	\$181.00			
Sub Consultants	Cost Plus 5%			

*\*\*Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

*Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

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

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE

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**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

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

DATE: 05/06/2020

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

FROM: Steven R. Ludwig, General Services Superintendent  
Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles To Be Deemed Surplus

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The following vehicles are proposed to be declared surplus as part of the Village's program with Enterprise Fleet Management. The program achieves the lowest total cost of operation by cycling out vehicles on a timely basis.

**Unit #:** 27  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH7LZ113865  
**Description:** Enterprise Lease Turn in

**Unit #:** 310  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH1LZ110346  
**Description:** Enterprise Lease Turn in

**Unit #:** 313  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH6LZ116286  
**Description:** Enterprise Lease Turn in

**Unit #:** 607  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH3LZ109571  
**Description:** Enterprise Lease Turn in

**Unit #:** 825  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTRAEH4LZ110387  
**Description:** Enterprise Lease Turn in

**Unit #:** 103  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH6LZ110391  
**Description:** Enterprise Lease Turn in

**Unit #:** 312  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEHXLZ111561  
**Description:** Enterprise Lease Turn in

**Unit #:** 311  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH6LZ111038  
**Description:** Enterprise Lease Turn in

**Unit #:** 608  
**Year:** 2020  
**Make:** GMC  
**Model:** Sierra  
**ID/VIN:** 1GTR9AEH8LZ109436  
**Description:** Enterprise Lease Turn in

**Unit #:** 955

**Year:** 2020

**Make:** GMC

**Model:** Sierra

**ID/VIN:** 1GTR9AEH1LZ109214

**Description:** Enterprise Lease Turn in



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: May 8, 2020

TO: Committee of the Whole – May 12, 2020

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Maker’s Park – Trail Connection from Armstrong Street to the McHenry County Conservation District Prairie Trail – Approval of Documents*

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The Village has been working with the McHenry County Conservation District (MCCD) to build a bikepath connection from Armstrong Street (Maker’s Park and Scorched Earth Brewery) to the McHenry County Conservation District (MCCD) Prairie Trail.

Background:

On March 12, 2019 the Village Board approved a Resolution authorizing the Village Manager to submit an application for the Illinois Department of Natural Resources (IDNR) Natural Resources Bicycle Path Grant for Maker’s Park to connect from Armstrong Street to the Prairie Path Regional Trail.

On August 13, 2019 the Village received IDNR approval of the grant for \$148,300 (NTE 50% of the project costs).

In February 2020, the IDNR Intergovernmental Agreement (IGA) was executed by the Village and the IDNR.

Discussion:

Staff and the Village Attorney have worked with the MCCD to prepare the documents necessary to build this project. The main items that need to be addressed in order to build the project are:

- The conveyance of MCCD property to the Village to construct the connection
- A License Agreement to use a portion of the MCCD Trail for the use and construction of the connection

In order to accomplish this the Village must:

- Pass an Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property From the McHenry County Conservation District.
- Approve and IGA between the Village of Algonquin and the MCCD
- Approve a Declaration of Restrictive Covenants agreeing to only use this conveyed property for the bike path types of uses

After Village approves the Ordinance, the IGA, and the Restrictive Covenants, those documents will be sent over to the MCCD for approval. They in turn will:

- Pass a Resolution Authorizing the Conveyance of McHenry County Conservation District Property as Well as a License over Certain Other Property to the Village of Algonquin
- Convey the property with a Warranty Deed

Recommendation:

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the following:

- An Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property From the McHenry County Conservation District
- An IGA between the Village of Algonquin and the MCCD
- Approval of a Declaration of Restrictive Covenants

**ORDINANCE NO. 2020-O-\_\_\_**

***An Ordinance Authorizing the Village Algonquin to Accept a Conveyance  
of Real Property and a License Over Certain Other Property  
From the McHenry County Conservation District***

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (the “District”), is the owner of a parcel of real estate within the Village of Algonquin, an Illinois municipal corporation (“Village”), formerly known as the “Algonquin Industries Parcel” which is legally described as follows (the “Subject Property”):

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID

LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the District is willing to grant the Village a license in over and upon other property owned by the District to enable the Village and the public to have access to Maker's Trail on the terms and conditions set forth in that certain License Agreement for Makers Trail Access by and between the District and the Village attached hereto as Exhibit A.

WHEREAS, the Village hereby declares that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District in the making of certain public improvements for a public park and to use same as a public park; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, ("Act") as amended, authorizes units of government to transfer property from one unit of government to another unit of government; and

WHEREAS, the corporate authorities of the Village desire the corporate authorities of the District to transfer the Subject Property and the License to the Village in exchange for a payment of \$10.00, and other good and valuable consideration in hand paid, and pursuant to the authority conferred by the Act as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*; and

WHEREAS, the District desires to have the transfer of Subject Property effectuated by special warranty deed, subject to the Declaration of Restrictive Covenants respectively attached hereto as Exhibits B and C.

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 premises are hereby incorporated herein as findings and the declaration of the President and Board of Trustees of the Village of Algonquin.

SECTION 2: The Village Manager is authorized to issue payment in the amount of \$10.00, and other good and valuable consideration in hand paid, for the Subject Property and to accept and duly record in the Office of the McHenry County Recorder of Deeds a special warranty deed executed by the President of the Board of Trustees of the McHenry County Conservation District, conveying the Subject Property, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B as well as to accept and duly record the License Agreement attached hereto as Exhibit A and the Declaration of Restrictive Covenants attached hereto as Exhibit C.

SECTION 3: 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.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

\_\_\_\_\_  
Village President John C. Schmitt

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Exhibit List:

Exhibit A: License Agreement for Maker's Trail between MCCD and the Village

Exhibit B: Special Warranty Deed from MCCD to Village for former "Algonquin Industries Parcel"

Exhibit C: Declaration of Restrictive Covenants



**LICENSE AGREEMENT FOR MAKER’S TRAIL ACCESS  
BY AND BETWEEN  
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR, AND  
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE**

LICENSE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **MCHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

**WITNESSETH:**

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. RECITALS: The recitals are hereby incorporated by this reference.
2. GRANT OF LICENSE: Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace,

remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at anytime by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensor plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensor's operations, and shall not proceed with the work until such plans have been approved by Licensor, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, Licensee shall notify Licensor at least ten (10) days (or such other time as Licensor may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensor of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensor in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all

liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property, as shall be reasonably determined by Licensor.

12. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensor. Licensee agrees to indemnify and hold Licensor harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensor as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

13. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensor authorizes Licensee to move or take down any fence or structure or equipment of Licensor or in any manner to move or disturb any of the other land or facilities of Licensor in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of

the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

14. INDEMNITY:

(a) As used in this Paragraph, "Licensor" includes Licensor's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof; or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

15. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

16. INSURANCE: Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

17. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

18. TERMINATION:

(a) If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice.

(b) Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 19.

Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

(c) The Licensor may terminate the license with 30-day notice.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District:                   **MCHENRY COUNTY CONSERVATION DISTRICT**  
18410 U.S. Highway 14  
Woodstock, Illinois 60098  
Attn: Executive Director  
Fax: (815) 334-2877

And a copy to:

If to the Village:                   **VILLAGE OF ALGONQUIN**  
2200 Harnish Drive  
Algonquin, Illinois 60102  
Attn: Village Manager  
Fax No.: (847) 658-4564

And a copy to:

Kelly A. Cahill  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
(815) 459-2050  
[kcahill@zrfmlaw.com](mailto:kcahill@zrfmlaw.com)

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the state of Illinois.



21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensor and Licensee or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION  
DISTRICT**

**VILLAGE OF ALGONQUIN**

By: \_\_\_\_\_  
Vern Scacci, President  
Board of Trustees

By: \_\_\_\_\_  
Tim Schloneger, Village Manager

Attest: \_\_\_\_\_  
Carolyn Campbell, Secretary  
Board of Trustees

Attest: \_\_\_\_\_  
Gerald Kautz, Village Clerk

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF MCHENRY    )        SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF MCHENRY    )        SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

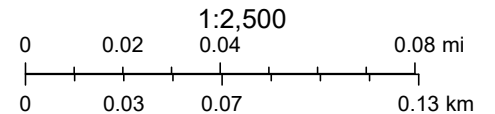
**EXHIBIT A TO LICENSE AGREEMENT**

**LICENSED REAL ESTATE**

# Algonquin Basemap Viewer



5/6/2020 10:45:43 AM



- Road Centerlines
- Boundaries - Village Limit
- Waterlines
- Liens
- ▨ Not in Village
- Tax Parcels
- Address
- Municipal Court



Depiction of Proposed Licensed Real Estate



**INTERGOVERNMENTAL AGREEMENT**  
**by and between**  
**THE VILLAGE OF ALGONQUIN**  
**and**  
**THE McHENRY COUNTY CONSERVATION DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (the “Village”) and the McHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized under the Conservation District Act, 70 ILCS 410/1 *et seq.* (the “District”).

WHEREAS, the District is the legal owner of a parcel of real state commonly known as the former “Algonquin Industries” parcel that the Village wishes to acquire as legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH

44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the District is the legal owner of a parcel as legally described in Exhibit B for which the Village wishes to acquire a license to enable the Village and the public to access Maker's Trail; and

WHEREAS, the District and the Village are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly as well as the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.*, to effectuate the transfer of title to the Subject Property and the license to the Village.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **Transfer of Title to Subject Property and License to Village from District.** Upon adoption of this Agreement as well as the *Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License from the McHenry County Conservation District*, in the form attached hereto as Exhibit B, the District agrees to adopt *A Resolution Authorizing of McHenry County Conservation District Property as well as a License Over Certain Property to the Village of Algonquin*, in the form attached hereto as Exhibit C, cause the License Agreement in the form attached hereto as Exhibit D to be executed and delivered to the Village which shall be executed by the Village and recorded. The Village shall provide a recorded copy of the License Agreement to the District for its records.

In addition, the District shall cause the Special Warranty Deed in the form attached hereto as Exhibit E to be signed and notarized and to be delivered to the Village, which the Village shall cause to be recorded along with the Declaration of Restrictive Covenants in the form attached hereto as Exhibit F. The Village shall provide the District with recorded copies of the Special Warranty Deed and the Declaration of Restrictive Covenants.

2. **Governing Law.** The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles, the parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

3. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be

contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this Agreement.

4. **Notices.** All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**  
18410 U.S. Highway 14  
Woodstock, Illinois 60098  
Attn: Executive Director  
Fax: (815) 334-2877

And a copy to:

If to the Village: **VILLAGE OF ALGONQUIN**  
2200 Harnish Drive  
Algonquin, Illinois 60102  
Attn: Village Manager  
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
(815) 459-2050  
[kcahill@zrfmlaw.com](mailto:kcahill@zrfmlaw.com)

5. **Entire Agreement.**

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

B. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.



IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

**MCHENRY COUNTY CONSERVATION  
DISTRICT**

**VILLAGE OF ALGONQUIN**

By: \_\_\_\_\_  
Vern Scacci, President  
Board of Trustees

By: \_\_\_\_\_  
Tim Schloneger, Village Manager

Attest: \_\_\_\_\_  
Carolyn Campbell, Secretary  
Board of Trustees

Attest: \_\_\_\_\_  
Gerald Kautz, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF MCHENRY    )        SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary, respectively, of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS        )  
  )  
COUNTY OF MCHENRY    )        SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk, respectively, of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

## DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this "Declaration") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Village of Algonquin, an Illinois municipal corporation (the "Village").

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN

BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

(the “Subject Property”)

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the “District”), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public rest room.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages.

**VILLAGE OF ALGONQUIN**

By: \_\_\_\_\_  
Tim Schloneger, Village Manager

ATTEST:

\_\_\_\_\_  
Village Clerk Gerald S. Kautz

STATE OF ILLINOIS        )  
  )  
COUNTY OF MCHENRY    )        SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

**Resolution # \_\_\_\_\_**

***A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin***

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (“District”) is the legal owner of parcel of real estate legally described in Exhibit A, attached hereto and incorporated herein (“Subject Property”), which is located in McHenry County, Illinois; and

WHEREAS, the Village wishes to acquire title to the Subject Property and wishes to use same as a public park and public open space; and

WHEREAS, the corporate authorities of the District desire to convey the Subject Property to the Village in exchange for compensation in the amount of \$10.00, and other good and valuable consideration in hand paid, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (“Act”), as amended; and

WHEREAS, the Village has previously passed and approved an ordinance declaring that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District as a public park and in the making of certain public improvements thereto, a copy of which is attached hereto as Exhibit B and is made a part hereof by this reference; and

WHEREAS, the corporate authorities of the District desire to convey and transfer to the Village all of the right, title and interest of the Subject Property to the Village subject to a Declaration of Restrictive Covenants.

In addition, the District is the owner of certain other property over which it is willing to convey a license to enable the Village to have access to Maker’s Trail in accordance with the terms and conditions of that certain License Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the McHenry County Conservation District, Illinois as follows:

1. The President and the Secretary of the District be, and are hereby authorized, to execute and attest a special warranty deed conveying the Subject Property to the Village, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B. The Subject Property and the conveyance thereof shall be in “AS IS, WHERE IS” condition and without any representations or warranties as to its condition.
2. The President and the Secretary of the District be and are hereby authorized to execute and attest the License Agreement for Maker’s Trail Access by and between the District, as Licensor, and the Village, as Licensee, in the form attached hereto as Exhibit C.

3. This Resolution shall be in full force and effect from and after its passage, by a favorable vote of two-thirds of the corporate authorities then holding office and approval in the manner provided by law.
4. Upon the conveyance of the Subject Property the Village shall have the right to use, occupy or improve said Subject Property so conveyed in accordance with the Declaration of Restrictive Covenants attached hereto as Exhibit C and shall hold said Subject Property by the same right, title and interest by which the District held said Subject Property immediately prior to said conveyance.
5. This resolution shall be recorded in the Office of the McHenry County Recorder of Deeds.

Passed the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Ayes : \_\_\_\_\_  
Nays : \_\_\_\_\_  
Absent : \_\_\_\_\_  
Abstain : \_\_\_\_\_

(SEAL)

APPROVED:

ATTEST:

\_\_\_\_\_  
President Vern Scacci

\_\_\_\_\_  
Secretary Carolyn Campbell

Prepared by:  
Michael J. Smoron  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
815/459-2050  
Z:\A\AlgonquinVillageof\MCCD\MCCD resolution.makers trail.docx

## CERTIFICATION

I, Carolyn Campbell, do hereby certify that I am the duly qualified Secretary of the McHenry County Construction District, and that as such Secretary, I am the keeper of the ordinances, records, corporate seal and proceedings of the Board of Trustees of said McHenry County Conservation District.

I do hereby further certify that at a regular meeting of the Board of Trustees, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the foregoing Resolution entitled ***A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin*** was duly passed and approved by the Board of Trustees.

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

IN WITNESS WHEREOF, I have affixed my name as Secretary and caused the seal of said District to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Carolyn Campbell, Secretary  
McHenry County Conservation District  
McHenry County, Illinois

(SEAL)



## EXHIBIT A

### **Legal Description of the Subject Property**

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

**SPECIAL WARRANTY DEED**

**MAIL TO:**

**Michael J. Smoron  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014**

**SEND TAX BILLS TO:**

**Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102**

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009  
Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

**McHENRY COUNTY CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Vern Scacci, its President

ATTEST:

\_\_\_\_\_  
Carolyn Campbell, its Secretary

---

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Notary Public)



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: May 8, 2020

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Maker's Park Bike Path Project

---

Tim, attached is a recommendation letter from Lee Fell of Christopher B. Burke Engineering, a bid tab and all other back-up documentation for the Maker's Park Bike Path project construction award. Bids were received and opened publicly on April 28<sup>th</sup>, 2020 at 10AM at the Ganek Municipal Center and read aloud. We had seven responsible bids submitted, and some very consistent numbers across all bid prices.

The low bidder was DK Contractors, Inc. out of Pleasant Prairie, WI. The Village has had no experience working with this contractor, so we were a bit concerned, so we checked references diligently and examined the grant requirements of the IDNR to make sure that all checked out. DK Contractors will be using all Illinois residents to work on this project (50% is the requirement of the IDNR) and all the references checked out perfectly, stating that their work was high quality, completed on time and within budget.

The Village of Algonquin has \$300,000 budgeted in the fy20/21 budget to complete this project.

Therefore, it is our recommendation that COTW take the necessary action to move this project on to the full Board to approve a contract with DK Contractors, Inc in the amount of \$237,689.00.

Thank you for your support with this important project for our community.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

May 5, 2020

Village of Algonquin  
2200 Harnish Drive  
Algonquin, Illinois 60102

Attention: Robert Mitchard – Director of Public Works

Subject: Maker's Park Shared Use Trail  
**Bid Results**  
(CBBEL Project No. 070273.00128)

Dear Mr. Mitchard:

On Tuesday, April 28<sup>th</sup> at 10:00 a.m. bids were received and opened for the aforementioned project. Seven (7) bids were received and they have been summarized below.

COMPANY	BID AS READ
Engineer's Estimate	\$363,835.00
<b>DK CONTRACTORS, INC.</b>	<b>\$237,689.00</b>
MARTAM CONSTRUCTION	\$243,570.00
COPENHAVER CONSTRUCTION	\$245,190.00
SCHROEDER ASPHALT	\$250,993.50
CHICAGOLAND PAVING	\$265,000.00
ALAMP	\$268,546.00
BERGER CONSTRUCTION	\$279,885.00

**DK Contractors, Inc.** is the low qualified bidder with a **bid amount of \$237,689.00**. We have called two (2) references and have attached them here for your use. It is our understanding that they meet the requirements set forth in the Inter-Government Agreement (IGA) between the Village of Algonquin and the Illinois Department of Natural Resources (IDNR). The IGA states that 50% of the labor hours on the contract must be completed by Illinois residents and DK Contractors, Inc. has assured us that 100% of their crew and sub-contractors will be Illinois residents. Therefore, our office recommends accepting DK Contractors, Inc. bid. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Lee. M. Fell, PE  
Assistant Department Head, Civil Engineering Design

Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, IL 60018

**VILLAGE OF ALGONQUIN  
 MAKER'S PARK MULTI-USE PATH**

**ENGINEER'S OPINION OF PROBABLE COST**

DATE: May 3, 2020

ITEM NO.	ITEM	UNIT	QUANTITY	Engineer's Estimate		DK Contractors, Inc.		Martam Construction	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	\$ 40.00	\$ 4,400.00	\$ 23.00	\$ 2,530.00	\$ 27.00	\$ 2,970.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	\$ 60.00	\$ 5,100.00	\$ 37.00	\$ 3,145.00	\$ 42.00	\$ 3,570.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$ 120.00	\$ 1,200.00	\$ 101.00	\$ 1,010.00	\$ 160.00	\$ 1,600.00
*20101200	TREE ROOT PRUNING	EACH	10	\$ 120.00	\$ 1,200.00	\$ 95.00	\$ 950.00	\$ 111.00	\$ 1,110.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 120.00	\$ 600.00	\$ 42.00	\$ 210.00	\$ 50.00	\$ 250.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 150.00	\$ 750.00	\$ 116.00	\$ 580.00	\$ 140.00	\$ 700.00
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	\$ 15.00	\$ 600.00	\$ 13.00	\$ 520.00	\$ 30.00	\$ 1,200.00
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	\$ 19.00	\$ 760.00	\$ 32.00	\$ 1,280.00	\$ 44.00	\$ 1,760.00
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	\$ 20.00	\$ 4,000.00	\$ 34.00	\$ 6,800.00	\$ 37.00	\$ 7,400.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	\$ 35.00	\$ 5,600.00	\$ 18.00	\$ 2,880.00	\$ 44.00	\$ 7,040.00
*20400800	FURNISHED EXCAVATION	CU YD	3,100	\$ 55.00	\$ 170,500.00	\$ 16.00	\$ 49,600.00	\$ 17.00	\$ 52,700.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	\$ 35.00	\$ 2,625.00	\$ 25.00	\$ 1,875.00	\$ 44.00	\$ 3,300.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	\$ 10.00	\$ 2,000.00	\$ 4.00	\$ 800.00	\$ 3.50	\$ 700.00
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	\$ 5.00	\$ 1,750.00	\$ 35.00	\$ 12,250.00	\$ 26.00	\$ 9,100.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,250	\$ 7.00	\$ 15,750.00	\$ 4.00	\$ 9,000.00	\$ 2.00	\$ 4,500.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,750	\$ 6.00	\$ 10,500.00	\$ 4.00	\$ 7,000.00	\$ 4.20	\$ 7,350.00
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	\$ 35.00	\$ 5,600.00	\$ 44.00	\$ 7,040.00	\$ 48.00	\$ 7,680.00
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	\$ 20.00	\$ 18,800.00	\$ 24.00	\$ 22,560.00	\$ 16.00	\$ 15,040.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	\$ 20.00	\$ 300.00	\$ 21.00	\$ 315.00	\$ 15.00	\$ 225.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	\$ 100.00	\$ 13,500.00	\$ 169.00	\$ 22,815.00	\$ 145.00	\$ 19,575.00
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	\$ 100.00	\$ 8,000.00	\$ 173.00	\$ 13,840.00	\$ 155.00	\$ 12,400.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 3.00	\$ 1,800.00	\$ 1.00	\$ 600.00	\$ 1.20	\$ 720.00
42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 25.00	\$ 500.00	\$ 48.00	\$ 960.00	\$ 33.00	\$ 660.00
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	\$ 30.00	\$ 750.00	\$ 105.00	\$ 2,625.00	\$ 46.00	\$ 1,150.00
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,513.00	\$ 3,026.00	\$ 1,810.00	\$ 3,620.00
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 1,725.00	\$ 3,450.00	\$ 1,990.00	\$ 3,980.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	\$ 80.00	\$ 4,000.00	\$ 55.00	\$ 2,750.00	\$ 88.00	\$ 4,400.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	\$ 100.00	\$ 9,500.00	\$ 83.00	\$ 7,885.00	\$ 106.00	\$ 10,070.00
67100100	MOBILIZATION	L. SUM	1	\$ 17,500.00	\$ 17,500.00	\$ 15,717.00	\$ 15,717.00	\$ 8,000.00	\$ 8,000.00
72000100	SIGN PANEL - TYPE 1	SQ FT	40	\$ 40.00	\$ 1,600.00	\$ 34.00	\$ 1,360.00	\$ 38.00	\$ 1,520.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,400	\$ 2.00	\$ 2,800.00	\$ 1.00	\$ 1,400.00	\$ 3.90	\$ 5,460.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,507.00	\$ 2,507.00	\$ 2,500.00	\$ 2,500.00
*NA	BOLLARDS	EACH	1	\$ 600.00	\$ 600.00	\$ 1,689.00	\$ 1,689.00	\$ 2,780.00	\$ 2,780.00
*NA	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,507.00	\$ 2,507.00	\$ 4,000.00	\$ 4,000.00
*NA	SEEDING (SPECIAL)	SQ YD	2,250	\$ 5.00	\$ 11,250.00	\$ 2.00	\$ 4,500.00	\$ 2.75	\$ 6,187.50
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	\$ 60.00	\$ 4,500.00	\$ 15.00	\$ 1,125.00	\$ 33.00	\$ 2,475.00
*NA	TIMBER FENCE	FOOT	125	\$ 80.00	\$ 10,000.00	\$ 121.00	\$ 15,125.00	\$ 75.50	\$ 9,437.50
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,111.00	\$ 2,111.00	\$ 15,000.00	\$ 15,000.00
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	\$ 750.00	\$ 6,000.00	\$ 169.00	\$ 1,352.00	\$ 180.00	\$ 1,440.00

\*INDICATES SPECIAL PROVISION

**TOTAL = \$ 363,835.00      TOTAL = \$ 237,689.00      TOTAL = \$ 243,570.00**

Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, IL 60018

**VILLAGE OF ALGONQUIN  
 MAKER'S PARK MULTI-USE PATH**

**ENGINEER'S OPINION OF PROBABLE COST**

DATE: May 3, 2020

ITEM NO.	ITEM	UNIT	QUANTITY	Copenhaver		Schroeder Asphalt		Chicagoland Paving	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	\$ 30.00	\$ 3,300.00	\$ 22.00	\$ 2,420.00	\$ 25.00	\$ 2,750.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	\$ 35.00	\$ 2,975.00	\$ 35.00	\$ 2,975.00	\$ 40.00	\$ 3,400.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$ 95.00	\$ 950.00	\$ 120.00	\$ 1,200.00	\$ 135.00	\$ 1,350.00
*20101200	TREE ROOT PRUNING	EACH	10	\$ 35.00	\$ 350.00	\$ 90.00	\$ 900.00	\$ 100.00	\$ 1,000.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	\$ 45.00	\$ 225.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 45.00	\$ 225.00	\$ 110.00	\$ 550.00	\$ 125.00	\$ 625.00
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	\$ 25.00	\$ 1,000.00	\$ 30.00	\$ 1,200.00	\$ 15.00	\$ 600.00
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	\$ 40.00	\$ 1,600.00	\$ 30.00	\$ 1,200.00	\$ 30.00	\$ 1,200.00
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	\$ 15.00	\$ 3,000.00	\$ 45.00	\$ 9,000.00	\$ 30.00	\$ 6,000.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	\$ 27.00	\$ 4,320.00	\$ 45.00	\$ 7,200.00	\$ 20.00	\$ 3,200.00
*20400800	FURNISHED EXCAVATION	CU YD	3,100	\$ 20.00	\$ 62,000.00	\$ 29.00	\$ 89,900.00	\$ 30.00	\$ 93,000.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	\$ 35.00	\$ 2,625.00	\$ 35.00	\$ 2,625.00	\$ 57.25	\$ 4,293.75
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	\$ 2.00	\$ 400.00	\$ 1.00	\$ 200.00	\$ 1.50	\$ 300.00
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	\$ 17.00	\$ 5,950.00	\$ 25.00	\$ 8,750.00	\$ 20.00	\$ 7,000.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,250	\$ 1.15	\$ 2,587.50	\$ 1.25	\$ 2,812.50	\$ 1.20	\$ 2,700.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,750	\$ 2.60	\$ 4,550.00	\$ 3.00	\$ 5,250.00	\$ 3.00	\$ 5,250.00
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	\$ 45.00	\$ 7,200.00	\$ 50.00	\$ 8,000.00	\$ 22.50	\$ 3,600.00
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	\$ 15.00	\$ 14,100.00	\$ 12.00	\$ 11,280.00	\$ 15.00	\$ 14,100.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	\$ 11.00	\$ 165.00	\$ 8.00	\$ 120.00	\$ 20.00	\$ 300.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	\$ 121.00	\$ 16,335.00	\$ 125.00	\$ 16,875.00	\$ 100.00	\$ 13,500.00
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	\$ 127.50	\$ 10,200.00	\$ 150.00	\$ 12,000.00	\$ 129.00	\$ 10,320.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 1.10	\$ 660.00	\$ 0.01	\$ 6.00	\$ 0.01	\$ 6.00
42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 30.00	\$ 600.00	\$ 60.00	\$ 1,200.00	\$ 50.00	\$ 1,000.00
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	\$ 55.00	\$ 1,375.00	\$ 85.00	\$ 2,125.00	\$ 75.00	\$ 1,875.00
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00	\$ 2,280.00	\$ 4,560.00
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00	\$ 93.30	\$ 4,665.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	\$ 110.00	\$ 10,450.00	\$ 75.00	\$ 7,125.00	\$ 97.60	\$ 9,272.00
67100100	MOBILIZATION	L. SUM	1	\$ 19,000.00	\$ 19,000.00	\$ 6,000.00	\$ 6,000.00	\$ 29,263.25	\$ 29,263.25
72000100	SIGN PANEL - TYPE 1	SQ FT	40	\$ 30.00	\$ 1,200.00	\$ 25.00	\$ 1,000.00	\$ 35.00	\$ 1,400.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,400	\$ 1.40	\$ 1,960.00	\$ 2.45	\$ 3,430.00	\$ 2.30	\$ 3,220.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00
*NA	BOLLARDS	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00
*NA	CONSTRUCTION LAYOUT	L. SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
*NA	SEEDING (SPECIAL)	SQ YD	2,250	\$ 3.45	\$ 7,762.50	\$ 1.50	\$ 3,375.00	\$ 4.40	\$ 9,900.00
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	\$ 25.00	\$ 1,875.00	\$ 20.00	\$ 1,500.00	\$ 10.00	\$ 750.00
*NA	TIMBER FENCE	FOOT	125	\$ 55.00	\$ 6,875.00	\$ 63.40	\$ 7,925.00	\$ 75.00	\$ 9,375.00
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 19,000.00	\$ 19,000.00	\$ 11,500.00	\$ 11,500.00	\$ 1,500.00	\$ 1,500.00
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	\$ 500.00	\$ 4,000.00	\$ 225.00	\$ 1,800.00	\$ 350.00	\$ 2,800.00

\*INDICATES SPECIAL PROVISION

**TOTAL = \$ 245,190.00      TOTAL = \$ 250,993.50      TOTAL = \$ 265,000.00**

Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, IL 60018

**VILLAGE OF ALGONQUIN  
 MAKER'S PARK MULTI-USE PATH**

**ENGINEER'S OPINION OF PROBABLE COST**

DATE: May 3, 2020

ITEM NO.	ITEM	UNIT	QUANTITY	ALamp		Berger	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	\$ 24.50	\$ 2,695.00	\$ 22.00	\$ 2,420.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	\$ 39.00	\$ 3,315.00	\$ 35.00	\$ 2,975.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$ 50.00	\$ 500.00	\$ 120.00	\$ 1,200.00
*20101200	TREE ROOT PRUNING	EACH	10	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 44.00	\$ 220.00	\$ 40.00	\$ 200.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 121.00	\$ 605.00	\$ 110.00	\$ 550.00
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	\$ 25.00	\$ 1,000.00	\$ 20.00	\$ 800.00
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	\$ 70.00	\$ 2,800.00	\$ 30.00	\$ 1,200.00
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	\$ 32.00	\$ 6,400.00	\$ 30.00	\$ 6,000.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	\$ 10.00	\$ 1,600.00	\$ 45.00	\$ 7,200.00
*20400800	FURNISHED EXCAVATION	CU YD	3,100	\$ 5.00	\$ 15,500.00	\$ 27.75	\$ 86,025.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	\$ 43.00	\$ 3,225.00	\$ 33.75	\$ 2,531.25
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	\$ 2.00	\$ 400.00	\$ 2.50	\$ 500.00
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	\$ 5.00	\$ 1,750.00	\$ 33.50	\$ 11,725.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,250	\$ 2.25	\$ 5,062.50	\$ 1.25	\$ 2,812.50
28000400	PERIMETER EROSION BARRIER	FOOT	1,750	\$ 1.00	\$ 1,750.00	\$ 3.00	\$ 5,250.00
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	\$ 5.00	\$ 800.00	\$ 65.00	\$ 10,400.00
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	\$ 17.00	\$ 15,980.00	\$ 25.50	\$ 23,970.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	\$ 15.00	\$ 225.00	\$ 30.00	\$ 450.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	\$ 110.00	\$ 14,850.00	\$ 120.00	\$ 16,200.00
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	\$ 135.00	\$ 10,800.00	\$ 125.00	\$ 10,000.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 0.01	\$ 6.00	\$ 1.00	\$ 600.00
42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 30.00	\$ 600.00	\$ 25.00	\$ 500.00
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	\$ 100.00	\$ 2,500.00	\$ 95.00	\$ 2,375.00
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	\$ 2,125.00	\$ 4,250.00	\$ 1,600.00	\$ 3,200.00
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	\$ 3,300.00	\$ 6,600.00	\$ 1,800.00	\$ 3,600.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	\$ 60.00	\$ 3,000.00	\$ 57.00	\$ 2,850.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	\$ 75.00	\$ 7,125.00	\$ 104.00	\$ 9,880.00
67100100	MOBILIZATION	L. SUM	1	\$ 16,000.00	\$ 16,000.00	\$ 37,000.00	\$ 37,000.00
72000100	SIGN PANEL - TYPE 1	SQ FT	40	\$ 25.00	\$ 1,000.00	\$ 24.00	\$ 960.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,400	\$ 3.00	\$ 4,200.00	\$ 2.50	\$ 3,500.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
*NA	BOLLARDS	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00
*NA	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,100.00	\$ 5,100.00	\$ 2,500.00	\$ 2,500.00
*NA	SEEDING (SPECIAL)	SQ YD	2,250	\$ 1.75	\$ 3,937.50	\$ 0.95	\$ 2,137.50
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	\$ 10.00	\$ 750.00	\$ 40.00	\$ 3,000.00
*NA	TIMBER FENCE	FOOT	125	\$ 70.00	\$ 8,750.00	\$ 63.39	\$ 7,923.75
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 110,000.00	\$ 110,000.00	\$ 2,000.00	\$ 2,000.00
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	\$ 250.00	\$ 2,000.00	\$ 150.00	\$ 1,200.00

\*INDICATES SPECIAL PROVISION

**TOTAL = \$ 268,546.00      TOTAL = \$ 279,885.00**





## PHONE CONVERSATION LOG

DATE: May 4<sup>th</sup>, 2020

PERSON  
(Contacted/**Calling**): Kevin Garrison

AFFILIATION: DK Contractors

PHONE NUMBER: 224-588-0190

CBBEL  
REPRESENTATIVE: William Loftus

PROJECT NAME: Maker's Park Shared-Use Trail, Algonquin

PROJECT NUMBER: 070273.00128

COPIES TO: FILE

SUBJECT: Discussion regarding eligibility to complete project.

### NOTES:

I reached out to DK Contractors to ask about their eligibility to complete the project considering their office has a Wisconsin street address and the project is partially using Illinois Department of Natural Resources funding. Kevin Garrison with DK Contractors stated that they have not had any issues in the past on projects utilizing Illinois state funds. I pointed out that our Special Provisions specifically stated that greater than 50% of the work would need to be completed by Illinois Residents (per IDNR) and Kevin stated that their office was right on the state border and that they had both a Wisconsin construction crew and an Illinois construction crew. The Illinois crew would be working on this project. I asked if they had any subcontractors in mind, and Kevin stated that any subs would also be from Illinois. Kevin said that 100% of the work would be completed by Illinois residents.



## PHONE CONVERSATION LOG

DATE: May 6<sup>th</sup>, 2020

PERSON  
(Contacted/**Calling**): Kevin Garrison

AFFILIATION: DK Contractors

PHONE NUMBER: 224-588-0190

CBBEL  
REPRESENTATIVE: William Loftus

PROJECT NAME: Maker's Park Shared-Use Trail, Algonquin

PROJECT NUMBER: 070273.00128

COPIES TO: FILE

SUBJECT: Discussion regarding eligibility to complete project.

### NOTES:

I reached out to DK Contractors to follow up regarding their eligibility to complete the project considering the project is partially using Illinois Department of Natural Resources funding. I asked Kevin Garrison with DK Contractors if they planned to use McHenry County Prevailing Wage Rates and he stated they would. I then asked if their crews were union crews and he stated that they were. Finally, I asked that he send over driver's licenses or proof of address showing that his crew was comprised of Illinois residents. Kevin said that he would send me a recent certified Payroll Report for the Huntley Library job DK Contractors' Illinois crew was currently working on. This report would include all of the crew members that would be on the Maker's Park Shared Use Trail project and their home addresses. We received the certified payroll showing proof of Illinois residence.





## PHONE CONVERSATION LOG

DATE: May 8<sup>th</sup>, 2020

PERSON  
(Contacted/**Calling**): Ann Fletcher

AFFILIATION: Illinois Department of Natural Resources

PHONE NUMBER: (217) 557-7815

CBBEL  
REPRESENTATIVE: William Loftus

PROJECT NAME: Maker's Park Shared-Use Trail, Algonquin

PROJECT NUMBER: 070273.00128

COPIES TO: FILE

SUBJECT: DK Contractor's Eligibility to complete project.

### NOTES:

On Friday, May 8<sup>th</sup>, Ann Fletcher from the Illinois Department of Resources (IDNR) returned my call. I explained to Ann that the Village opened bids on April 28<sup>th</sup> and that the apparent low bidder was technically a Wisconsin company. I told Ann that we had received verification from DK Contractors that their crew would be primarily Illinois residents and they would have no problem exceeding the 50% requirement set forth in the agreement. Ann said that this was acceptable and would not jeopardize the funding. She stated that IDNR may ask for this verification down the road but for now that the Village was ok to move forward. I then verified that the funding was still available. Ann said that IDNR has the money for this year and is proceeding as if all 2020 projects will be constructed. She said there is some uncertainty about how much money will be available next year, but that this year was not expected to be impacted. Finally, I asked about the sign that will need to be posted at the completed project. She said that our current email to Mary Jo should suffice to start the project. They will send then send the sign wherever we would like, but that this doesn't take so long so she would let Mary Jo handle it when she is back in the office.





## PHONE CONVERSATION LOG

DATE: May 4<sup>th</sup>, 2020

PERSON (Contacted/Calling): Harlan Doland

AFFILIATION: IMEG Corporation

PHONE NUMBER: 847-336-7100

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Maker's Park Shared Use Trail / 070273.00128  
Reference Check for DK Contractors, Inc.

### NOTES:

#### What was your title on this project?

- Design Engineer

#### Was the contractor the General Contractor or a Subcontractor?

- General

#### What was the type of work and approximate cost?

- They have done all types of work and many different sized projects (Anywhere from \$100k to \$1,000,000+)
  - Mainly utility work, but have worked on various parks (grading, pathways, etc.) as well
- Harlan stated they have done plenty of work for them in Illinois

#### Was the job completed on time and within budget?

- Yes

#### Were there any change orders? If yes, for what?

- No

#### Were you satisfied with the quality of work performed?

- Yes, they were very responsive

#### Were they easy to work with? Would you recommend using them?

- Yes, definitely

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**CHRISTOPHER B. BURKE** ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



## PHONE CONVERSATION LOG

DATE: May 5<sup>th</sup>, 2020

PERSON (Contacted/Calling): Pat Wendricks

AFFILIATION: Manhard Consulting

PHONE NUMBER: 847-634-5550

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Maker's Park Shared Use Trail / 070273.00128

### NOTES:

**What was your title on this project?**

- Engineer

**Was the contractor the General Contractor or a Subcontractor?**

- General Contractor

**What was the type of work and approximate cost?**

- Various projects, wide range of costs

**Was the job completed on time and within budget?**

- Yes & yes

**Were there any change orders? If yes, for what?**

- Nothing significant

**Were you satisfied with the quality of work performed?**

- Yes

**Were they easy to work with? Would you recommend using them?**

- Yes

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**CHRISTOPHER B. BURKE** ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



## PHONE CONVERSATION LOG

DATE: May 7<sup>th</sup>, 2020

PERSON (Contacted/Calling): Mike Shrake - President

AFFILIATION: Gewalt Hamilton Associates

PHONE NUMBER: 847-478-9700

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Maker's Park Shared Use Trail / 070273.00128

### NOTES:

**What was your title on this project?**

- Engineer

**Was the contractor the General Contractor or a Subcontractor?**

- General Contractor

**What was the type of work and approximate cost?**

- "They have done millions of dollars of work for us"
- "School Districts, Park Districts, Public Facilities, Highways, and Sewer"
- "I don't see why they wouldn't be successful on a pathway project"

**Was the job completed on time and within budget?**

- Yes & Yes

**Were there any change orders? If yes, for what?**

- None that were not justified

**Were you satisfied with the quality of work performed?**

- Yes

**Were they easy to work with? Would you recommend using them?**

- Yes & Yes

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9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520