

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

**THURSDAY, MARCH 11, 2021
7:00 P.M.**



Due to restrictions associated with the COVID-19 pandemic, seating capacity is limited in the Village Board Room. Additional limited capacity will be provided in the lobby's overflow seating area. The lobby has a live audio feed to the meeting. Anyone who has signed up to speak during the Public Comment portion of the meeting will be able to do so, but may be required to listen to the proceedings from the lobby's overflow seating area if seating capacity is not available in the Village Board Room. After commenting, speakers may be requested to return to the overflow seating area so the next speaker can address the Village Board. Comments may also be submitted via e-mail in advance of the meeting to huntley@huntley.il.us. The e-mail should include the topic to be commented on in the subject line. All comments received before 5:00 p.m. on the date of the meeting will be entered into the record. All those in attendance will be required to follow proper social distancing and face covering guidelines. The public may also call in to listen to the meeting. The call in number for the meeting is: 847-748-0565
PIN: 28122

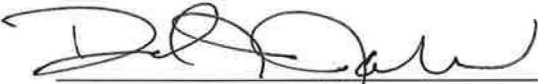
1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. Public Hearing:
 - a) Annexation of 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility
6. Items For Discussion and Consideration:
 - a) Consideration – Annexation and Development of an Approximately 261± Acre Parcel of Real Estate Commonly Known as 41 W368 Freeman Road (the “*Property*”), Including:
 - i. Consideration – A Resolution Authorizing the Execution of an Annexation Agreement regarding approximately 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility with Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC Florida limited liability company
 - ii. Consideration – An Ordinance Annexing 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility to the Village of Huntley Kane and McHenry Counties

- iii. Consideration – An Ordinance Amending the Village of Huntley Comprehensive Plan, I-90/IL 47 Gateway Subarea Plan to identify the Property as appropriate for light industrial and warehouse/ distribution development
 - iv. Consideration – An Ordinance Amending the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 Specialty Office/Research/Industrial zoning district and standards for land use and planned unit developments within the ORI-1 district
 - v. Consideration – An Ordinance Approving a Zoning Map Amendment Upon Annexation of 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility from “F” Farming in Kane County to “ORI-1, PUD” Specialty Office/Research/Industrial Planned Unit Development, Granting a Special Use Permit for a Planned Unit Development (PUD) and Other Specials Uses in the ORI-1 District, Granting Combined Preliminary and Final PUD and Subdivision Approvals, and Approving Final PUD Plans Detailed Design and Development Standards for a Phased Warehouse/Distribution/Light Industrial PUD
- b) Consideration – Approval of the February 25, 2021 Village Board Meeting Minutes
 - c) Consideration – Approval of the March 11, 2021 Bill List in the amount of \$519,366.72
 - d) Consideration – Approval of the Village of Huntley 2021 Street Improvement Program:
 - i. Consideration - Approval of a Resolution to Appropriate \$1,000,000 in Motor Fuel Tax Funds for Maintenance of Streets and Highways for the 2021 Street Improvement Program
 - ii. Consideration - Approval of a Resolution Authorizing a Bid Award and a Construction Contract with Arrow Road Construction Company for the 2021 Street Improvement Program
 - e) Consideration – A Resolution Approving a Proposal for Professional Construction Engineering Services for the 2021 MFT Street Improvement Program – Christopher B. Burke Engineering, Ltd in an Amount Not To Exceed \$138,000
 - f) Consideration – A Resolution Approving the Year 3 Bid Extension to JA Johnson Paving Company for the 2021 Edge Mill & Overlay Program
 - g) Consideration – A Resolution Approving a Contract to Green Sky Consulting for the 2021 LED Building Lighting Upgrade Program
 - h) Consideration – A Resolution Approving a Contract to Safe Step, LLC through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Program for the 2021 Saw Cutting Program

- i) Consideration – A Resolution Authorizing a Fireworks Display Agreement with the Huntley Park District
- 7. Village Attorney’s Report
- 8. Village Manager’s Report
- 9. Village President’s Report
- 10. Unfinished Business
- 11. New Business
- 12. Executive Session:
 - a) Probable or Imminent Litigation and Pending Litigation
 - b) Contractual
 - c) Property Acquisition, Purchase, Sale or Lease of Real Estate
 - d) Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the Village of Huntley
- 13. Possible action on any Closed Session Item
- 14. Adjournment

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

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



David J. Johnson, Village Manager

Agenda Item: **Public Hearing – Annexation of 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility**

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

A public hearing will be held before the Board of Trustees of the Village of Huntley upon the application of Co-Petitioners, namely Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC Florida limited liability company for the purpose of considering and hearing testimony as to a proposed Annexation Agreement and a resolution approving and authorizing execution of the Annexation Agreement. The proposed Annexation Agreement is in regard to the annexation of the Subject Property to the Village of Huntley, including the Subject Property's proposed zoning, development, and use following annexation.

Exhibit

1. Public Hearing Notice

**PUBLIC HEARING NOTICE
VILLAGE OF HUNTLEY, ILLINOIS**

**NOTICE OF A PUBLIC HEARING BEFORE THE HUNTLEY VILLAGE BOARD FOR
CONSIDERATION OF A PROPOSED ANNEXATION AGREEMENT WITH VENTURE
ONE ACQUISITIONS, LLC AND 92131, LLC**

Public notice is hereby given that the President and Board of Trustees of the Village of Huntley, Illinois (“*Village Board*”) will hold a public hearing on Thursday, March 11, 2021 at 7:00 p.m. or as soon thereafter as the matter is reached on the agenda in the Village Board Room of the Huntley Village Hall, 10987 Main Street, Huntley, IL 60142, for the purpose of hearing and considering testimony with respect to a proposed annexation agreement between the Village and Petitioners Venture One Acquisitions, LLC and 92131, LLC (collectively, “*Petitioner*”) regarding an approximately 261± acre parcel of real estate commonly known as the Stade Farm, 41W368 Freeman Road, which is generally located at the northeast corner of Freeman Road and Automall Drive in unincorporated Kane County (the “*Annexation Territory*”). The Annexation Territory is legally described as follows:

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID QUARTER 50.0 FEET TO A LINE DRAWN PARALLEL WITH AND 50.0 FEET NORTHERLY OF THE SOUTH LINE OF SAID QUARTER (MEASURED AT RIGHT ANGLES THERETO); THENCE WESTERLY ALONG SAID PARALLEL LINE 570.21 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 799.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 930.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,550.0 FEET TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 29.14 FEET TO THE EASTERLY LINE OF LOT 14, UNIT NO. 1, HUNTLEY, VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY ALONG AN EASTERLY LINE OF SAID UNIT 559.89 FEET TO SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE 1,317.98 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THE EAST 50 FEET.

PARCEL 3:

THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 4:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS. EXCEPT THE EAST 50 FEET AND EXCEPT THE NORTH 200 FEET (EXCEPT THE EAST 50 FEET) OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PINs: 02-09-300-007, 02-09-300-005, 02-09-400-008, 02-09-400-004, 02-09-200-010, 02-09-100-006, 02-09-400-010

Petitioner 92131, LLC is the sole owner of record of the Annexation Territory, and Petitioner Venture One Acquisitions, LLC is the contract purchaser and prospective developer of the entire Annexation Territory.

The Annexation Territory is currently used by Petitioner primarily for crop farming. Following annexation to the Village of Huntley, Petitioner desires to develop the Annexation Territory as a phased planned unit development for warehouse, distribution, and light industrial uses. The proposed annexation agreement provides for the Annexation Territory to be classified in the “ORI-1” Specialty Office/ Research/ Industrial zoning district under the Huntley Zoning Ordinance following annexation and provides for the consideration of zoning and subdivision relief (including special use permits and planned unit development approvals), construction of public and private improvements, and other matters relating to the proposed development of the Annexation Territory.

Information relating to the proposed annexation and development of the Annexation Territory, the public hearing, and other matters described in this notice will be available for public inspection at the Huntley Village Hall, 10987 Main Street, Huntley, IL 60142 during regular business hours and on the Village of Huntley website at: <https://huntley.il.us>.

The agenda for the March 11, 2021 Village Board meeting (the “*Meeting Agenda*”) may set forth instructions or conditions for attending the meeting (including the public hearing described herein) at the Huntley Village Hall consistent with public health protocols relating to the COVID-19 pandemic. In the event the Village President determines that, due to a gubernatorial disaster declaration regarding the COVID-19 pandemic and related public health and safety considerations, it is not feasible to physically convene at Village Hall and conduct the public hearing in-person, then a virtual attendance option may be provided to members of the public, or the hearing may be conducted by exclusively virtual means. In such circumstances, the Meeting Agenda shall state that the hearing will be conducted by virtual means (or that virtual attendance will be permitted) and will provide instructions for members of the public to attend and participate in the hearing by web access or telephone. The Meeting Agenda and other written materials relating to the public hearing will be posted on the Village of Huntley website at least 48 hours prior to the hearing.

All interested parties are invited to attend the hearing (whether in person or by web access or telephone if such virtual attendance is required or permitted) and to provide written and oral comments. The Village Board will hear public comments on the matters described in this notice from all persons who are interested in being heard. The Village Board may adjourn and continue the hearing to another date and time without further notice other than a notice entered upon the minutes of said meeting fixing the time and place of its adjournment and reconvening. After the close of the hearing, the Village Board may, at the same meeting or at a future meeting, either approve the proposed annexation agreement as presented, approve the proposed annexation agreement with changes, or not approve the proposed annexation agreement.

Village Clerk
Village of Huntley

Agenda Items: **Consideration – Annexation and Development of an Approximately 261± Acre Parcel of Real Estate Commonly Known as 41W368 Freeman Road (the “Property”), Including:**

- i. **Consideration – A Resolution Authorizing the Execution of an Annexation Agreement regarding approximately 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility with Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC, a Florida limited liability company**
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- iv. **Consideration – An Ordinance Amending the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 Specialty Office/Research/Industrial zoning district and standards for land use and planned unit developments within the ORI-1 district**
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Petitioners: **Co-Petitioners, namely Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC, a Florida limited liability company**

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

Introduction

Venture One Acquisitions (Venture One) has approached the Village to annex and develop property commonly known as the Stade Farm, 41W368 Freeman Road. The property is currently located in unincorporated Kane County and is approximately 261 acres with ±2,700 feet of frontage on Freeman Road. Venture One is a real estate private equity fund manager, developer and operating company specializing in the industrial property sector. Venture One is proposing to annex the entire 261-acre property and immediately develop the southern 152 acres with a building of approximately 629,186 square feet for a distribution center with an office component (approximately 44,186 square feet) and up to 1,000 jobs, for an investment of approximately \$100 million. The end user would operate as a Receive Center, which accepts bulk inventory and allocates it to fulfillment centers throughout the region. They want to be fully operational in the building by the second quarter of 2022.

The entitlement process requires the annexation of the property and zoning it for light industrial warehouse/distribution, and other complementary uses and development. The developer is requesting that special use permits are granted up front through the annexation and zoning process to allow certain office, research, light industrial, manufacturing, and public utility and service uses. With exception to Lot 1, a specific user would not be identified for the remaining property as part of the entitlement process. The developer is also requesting that a set of design standards for future phases be established and memorialized through the Planned Unit Development approval process. The design standards would establish design criteria for building design and architecture, landscaping, screening, lighting, signage, and other aspects of the future development. With these criteria in place, the developer would be able to submit a site plan, detailed plans (such as civil engineering, landscaping, lighting, and signage plans), and building permit applications that would be reviewed by staff for compliance with the approved uses, ORI-1 District regulations, and design standards; there would be no further public hearing, zoning approvals, or site plan review by the Plan Commission and Village Board. If the building and site plan meet the applicable ORI-1 District zoning regulations and approved criteria/standards, as determined by staff review, a permit would be issued after going through the building permit review process.

Required Approvals

The proposed development requires the following approvals from the Plan Commission and/or Village Board:

- Annexation Agreement and Annexation
- Amendments to the Huntley I-90/IL 47 Gateway Plan to identify the Property as appropriate for light industrial and warehouse/distribution development;
- Text amendments to the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 zoning district and standards for land use and planned unit developments within the ORI-1 district;
- Amendments to the Huntley Zoning Map to zone the Property in the ORI-1 zoning district;
- The granting of special use permits, planned development approvals, variations, and/or other zoning relief necessary to allow the Proposed Development on the Property; and
- Preliminary and final plat of subdivision for the Property pursuant to the Huntley Subdivision Regulations.

Annexation and Annexation Agreement

The petitioners are requesting annexation of approximately 261 acres pursuant to a mutually acceptable annexation agreement. Key points and public improvements addressed in the proposed annexation agreement are as follows:

- No request for incentives
- Provides process for adoption of new Zoning District, rezoning, and approval of special use and PUD Ordinance that establishes approval process for Phase One and Phase Two
- Capital Development Acreage Fee - \$2,700 per gross acre - total of \$704,700 payable to the Village for future infrastructure improvements
- The developer will contribute \$500,000 for sanitary sewer conveyance capital infrastructure in connection with the second development phase (water and sewer tap-on fees waived)
- Contribution for Entryway Signage on Freeman Road - \$25,000
- Resurfacing of approximately 900' of Freeman Road from the western end of the property east to the point where previous improvements for the Weber project ended at a cost of approximately \$125,000
- New public Access Road (Venture Court) built to public roadway standards and dedicated to the Village, with access point at existing signalized access point at Factory Shops Boulevard
- Second signalized intersection at eastern access point that aligns with Weber Drive Requirements for additional berming, landscaping, and sound barriers along the eastern side of the property to enhance screening from adjacent residential neighborhood
- Annexation to the Huntley Park District

Comprehensive Plan Amendment

While the Gateway Subarea Plan of the Comprehensive Plan identifies similar uses, the plan is proposed to be amended to better reflect the proposed uses for the property. The amendment to the I-90/IL 47 Gateway Plan would identify the property for Light Industrial. It is currently shown as Business Park and Flex Space. The current designation states that appropriate land use activities within these areas include light manufacturing and production of specific types of goods, office-industrial flex spaces, especially those involving innovative technologies and health-care related offices and suppliers, home and corporate offices, including larger campuses, general offices and call centers, and research and development laboratories and testing facilities.

The petitioners are requesting to amend the I-90/IL 47 Gateway Subarea Plan to designate the subject site as Light Industrial. As revised, appropriate land use activities within Light Industrial Areas include:

- Light manufacturing and mass production of specific types of goods
- Warehousing, shipping and distribution facilities that provide for the storage, shipping, and coordination of materials and goods, including finished products from local manufacturing (~~excluding cross-dock operations~~)
- Corporate/general offices, including larger campuses

Zoning Ordinance Text Amendment – New Zoning District

A new zoning district, (ORI-1) Specialty Office/Research/Light Industrial is proposed for the property. The ORI-1 District is intended to provide for the development of larger-scale light industrial, warehouse/distribution, light manufacturing, office, research, and other compatible uses in locations that are proximate to the I-90/IL47 interchange. The existing ORI Office/Research/Industrial-Light Manufacturing District allows a greater range of office, research, and light industrial uses that are permitted on smaller sites and in conjunction with complementary commercial and retail uses. The ORI-1 District allows more limited permitted and special uses as follows:

Permitted Uses

- (1) Offices
 - a) Administrative, business, professional, governmental and medical
- (2) Research/Industrial-Light Manufacturing Uses
 - a) Laboratories, offices and other facilities for research testing, data analysis and development
 - b) Light manufacturing
- (3) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to a permitted primary use.

Special Uses

- (1) Office/Industrial-Light Manufacturing/Warehouse and Distribution Uses:
 - a) Data processing and computer center, including service and maintenance
 - b) Direct selling establishments, where products are stored and distributed
 - c) Storage and distribution of bulk commodities
 - d) Wholesale, warehousing, and distribution of all kinds, including cross-dock facilities
 - e) Cartage, express and parcel delivery
 - f) Transit and transportation facilities
 - g) Food processing and handling
 - h) Industrial firms involved in the fabrication, processing, production, and/or manufacturing of materials, goods or products
 - i) Printing and publishing
 - j) Product research and development firms involved in servicing, packaging, cleaning, repair or storage of materials, goods or products

- k) Food and/or beverage manufacturing, packaging and processing
 - l) Assembly firms
 - m) Medical laboratories
- (2) Public utility and service uses, including but not limited to:
- a) Towers and antennas for commercial radio-, television- and telephone-transmitting, receiving or relay stations; and
- (3) Planned Unit Developments (PUD) in accordance with the applicable provisions of the Zoning Ordinance, including Subsection 156.047(J).
- (4) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to an approved special use and that are operated in strict compliance with the applicable special use permit.

The ORI-1 District is designed and intended to be mapped in the area generally lying east of IL Route 47 and north of Freeman Road and only on properties with direct vehicular access to Freeman Road. The minimum size for the district is 250 acres and the minimum lot size is 10 acres.

The proposed front, rear, and side yard building setbacks are the same as those found in the ORI district; however, the residential building setback has been greatly increased from that required in the ORI district. The ORI district requires a 100 foot building setback from residential and the ORI-1 district is proposed to require a 350 foot building setback. Similarly, the ORI-1 parking setback of 200 feet is proposed to be double that of the 100 feet required in the ORI zoning district. The maximum building height in the ORI-1 District is 45 feet; however, principal structures in excess of 45 feet, but not exceeding 100 feet, in height may be authorized within a planned unit development provided that the building is set back from the perimeter of the lot on which it is located by an additional two (2) feet horizontally for every one foot of building height over 45 feet. This would require a 100-foot-tall building to be setback a minimum of 460 feet from residential (all required setbacks would be increased by 110 feet). The following is a comparison of the required setbacks in the existing ORI zoning district and those proposed in the new ORI-1 district proposed for the subject site.

<i>Building Setbacks</i>	<u>ORI</u>	<u>Proposed ORI-1</u>
Front & Corner Side	35 ft.	35 ft.
Rear	15 ft.	15 ft.
Minimum Side Yard	15 ft.	15 ft.
From Residential	100 ft.	350 ft.

* Principal structures in excess of 45 feet, but not exceeding 100 feet, in height may be authorized within a planned unit development in the ORI-1 District provided that the building is set back from the perimeter of the lot on which it is located by an additional two feet horizontally for every one foot of building height over 45 feet.

<i>Parking Setbacks</i>	<u>ORI</u>	<u>Proposed ORI-1</u>
Front & Corner Side	25 ft.	35 ft.
Rear	10 ft.	10 ft.
Minimum Side	10 ft.	10 ft.
From Residential	100 ft.	200 ft.

Zoning Map Amendment

Section 156.022 of the Village’s Zoning Ordinance states that any land annexed to the Village shall be classified in the RE-1 Residential Estate District except as may be provided for by an annexation agreement. The proposed annexation agreement provides for the immediate rezoning of the property upon annexation to ORI-1 Specialty Office/Research/Light Industrial, and the public hearing included review of this proposed classification.

Special Use Permit for Preliminary/Final Planned Unit Development

Because the ORI-1 District is intended to accommodate larger-scale developments that require thoughtful and imaginative planning, unified design, and effective buffering, all lands zoned in the ORI-1 District must be developed as a planned unit development (PUD). The proposed amendment would also allow the Village Board to waive or modify the general preliminary and/or final PUD application requirements; however, the Village Board cannot waive, modify, or alter the public notice, public hearing, or public meeting procedures required for the review of a PUD. To the extent that the Village Board may waive or modify requirements for the submission of site design and technical plans in connection with a final PUD approval, then the ordinance granting final PUD approval shall include detailed design standards for the PUD and procedures for subsequent administrative approval of final technical plans and development permits. Such administrative approvals shall be authorized only subject to strict conformity with the Board-approved detailed design standards and procedures as set forth in the final PUD ordinance, and any deviation therefrom shall be deemed a major modification to the final PUD that requires Village Board approval.

The first phase of the Proposed Development would consist of constructing a ±629,186 square foot industrial building and distribution center (Receive Center); related office space; ancillary access, parking, and loading facilities; and other related on- and off-site improvements on the southern approximately 152-acre portion of the Property. The Applicant proposes to develop the Northern Parcel in one or more Future Phases in accordance with the proposed ORI-1 zoning district as supplemented by the detailed development standards.

Lot 1 - Site Plan (Phase I)

Venture One is proposing to immediately construct a ±629,186 square foot warehouse/distribution (Receive Center) building on the southernmost lot, fronting Freeman Road, for a specific user that has yet to be named. The site will also include 1,046 parking spaces for employees to the south of the building and 720 semi-trailer parking spaces to the east and west of the building. The semi-trailer parking would be located within a secured fenced area. The existing wetlands and proposed stormwater detention will be located on the east side of the site where they will create a buffer of approximately 760 feet from the unincorporated residential to the east.

Access to the site would be provided from the existing signalized intersection on Freeman Road, which will include a new roadway extending north onto the property. The new roadway, Venture Court, will provide access to the subject site and future development further to the north. A second signalized intersection is also proposed further to the east at Weber Drive and will serve as the primary access point for trucks entering the site. Trucks would leave the site utilizing the new roadway at the existing traffic signal on Freeman Road. Employee parking would be accessible using the new roadway and a right-in/right-out located midway between the signalized intersections.

Lot 1 – Stormwater (Phase I)

The existing drainage pattern across the property flows from east to west to the southwest and northwest corners of the overall property. The neighboring unincorporated subdivision to the east drains into the subject property in multiple locations through the existing wetlands and low areas.

The overall proposed stormwater management of the site includes eight detention basins that will collect and then direct the runoff from the site to the southwest to a pipe under Freeman Road and to the northwest to a storm sewer, which bypasses the Weber manufacturing plant on Oak Creek Parkway. The detention basins will be planted with native and wetland vegetation to provide additional water quality benefits. The plan proposes to protect the two larger wetland areas and maintain the vegetation, hydrology and habitat within these areas. These wetland areas will continue to provide a natural buffer to the residential subdivision and maintain the existing drainage onto the site. As part of the proposed project, a long-term plan will be developed to establish a schedule for the required maintenance of all components of the stormwater management.

The stormwater management plan has been reviewed by the Village’s in-house engineering staff as well as the Village’s engineering consultant, Christopher B. Burke Engineering. The development of the site will be in compliance with the Kane County Stormwater Ordinance and Illinois Drainage Law.

Lot 1 - Building Elevations (Phase I)

The proposed building elevations primarily consist of precast concrete panels painted various shades of gray with blue accents on all elevations of the building. The south elevation, facing Freeman Road, includes the building's office space and main entrance for employees. The entrances will be accented with blue steel frame entry canopies and windows will run the length of the office space which extends the majority of the south elevation. The east, west and north building elevations will be lined with a total of 132 loading docks (52 on the east elevation, 32 on the north elevation, and 48 on the west elevation).

Building elevations have also been provided for the various accessory structures found on the site.

Lot 1 – Landscaping/Screening (Phase I)

The proposed landscaping has been designed to substantially conform to the Village's landscape ordinance and the proposed design standards. The plan includes the required parking lot landscaping within the employee parking lot and foundation plantings across the south elevation of the building. Perimeter landscaping which includes shade trees, evergreen trees, and deciduous and evergreen shrubs are in accordance with requirements of the proposed design standards.

Landscaping and screening intended to screen the truck court from the residential property to the east and Freeman Road consists of a variety of evergreen trees and a twelve-foot-tall sound wall along the eastern edge of the truck court. The sound wall will extend the full length (north to south) of the truck court. An earthen berm is proposed along the frontage of Freeman Road which will include a combination of shade and evergreen trees in addition to shrubs.

A total of 222 shade trees, 178 evergreen trees, and 488 shrubs, in addition to ornamental grasses and perennials, will be planted on Lot 1. The first phase of development will also include the installation of 189 shade trees along Venture Court.

Lot 1 – Exterior Lighting (Phase I)

The proposed exterior lighting on Lot 1 would primarily consist of LED pole mounted fixtures to illuminate the employee parking lot and truck court. The fixtures would be mounted at 33 feet in height; however, the height is reduced to 15 feet along portions of the perimeter of each area. Minimum light levels required at perimeter lot lines are 0.0 footcandles. This level is met within the parking lots at a much greater distance from the perimeter at the edge of the large detention basin, or approximately 720 feet from the eastern lot line. The proposed light levels conform to the minimum light levels required within parking lots, with exception to driveway entrances along Venture Court.

Lot 1 – Signage (Phase I)

The proposed signage for Lot 1 includes four ground signs and two wall signs. Three of the proposed ground signs would be located along Venture Court at each driveway and the fourth would be located at the eastern most driveway on Freeman Road. The signage would include the tenant's name/logo, building address, and directional signage. The signs would each measure 9 feet in height and 12 feet in width with a sign face area of 88 square feet. The signs would be constructed of aluminum and the colors would match the gray and blue used on the building.

The two proposed wall signs would be located on the south elevation of the building, facing Freeman Road. The proposed signage would consist of the tenant's logo over the building main entrance (297 square feet) and near the southwest corner of the building (270 square feet). Both signs would be internally illuminated.

Approved Uses

The petitioner is requesting approval of the following ORI-1 District special uses for the property, such that these uses could be established in the future development phases without further public hearings, zoning relief, or site plan review by the Plan Commission and Village Board:

- (1) Office/Industrial-Light Manufacturing/Warehouse and Distribution Uses:
 - a) Data processing and computer center, including service and maintenance
 - b) Direct selling establishments, where products are stored and distributed
 - c) Storage and distribution of bulk commodities
 - d) Wholesale, warehousing, and distribution of all kinds, including cross-dock facilities
 - e) Cartage, express and parcel delivery
 - f) Transit and transportation facilities
 - g) Food processing and handling
 - h) Industrial firms involved in the fabrication, processing, production, and/or manufacturing of materials, goods or products
 - i) Printing and publishing
 - j) Product research and development firms involved in servicing, packaging, cleaning, repair or storage of materials, goods or products
 - k) Food and/or beverage manufacturing, packaging and processing
 - l) Assembly firms
 - m) Medical laboratories
- (2) Public utility and service uses, including but not limited to:
 - a) Towers and antennas for commercial radio-, television- and telephone-transmitting, receiving or relay stations; and
- (3) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to an approved special use and that are operated in strict compliance with the applicable special use permit.

As required by the proposed text amendment to the Zoning Ordinance, the PUD will establish Design and Development Standards. Any development in future phases must be done in compliance with the ORI-1 District regulations, including bulk regulations (such as setbacks, building height, impervious coverage, etc.) and other general regulations, parking and loading, signage, and use limitations in addition to the design standards. The proposed standards provide criteria for building architecture and materials, site paving, signage, landscaping, exterior lighting, screening, outdoor storage, and fencing. The proposed design standards are included as an exhibit to the Special Use/PUD ordinance.

Traffic Study

Access to the Property is proposed to be provided off of Freeman Road via three access points. One access point, a new public road named Venture Court, would align opposite Factory Shops Boulevard and would be a full access, signalized intersection. The second access point would align opposite the existing Weber Drive and would be for trucks entering Lot 1. The third would be a right-in/right-out located mid-way between the signalized intersections and would provide access to the employee parking lot on Lot 1.

The petitioner's traffic study is based on the proposed Receive Center on Lot 1 and assumes two additional buildings totaling approximately 1.7 million square feet on the Northern Parcel, which would operate as storage and distribution facilities (the site plan within the traffic study was not revised to reflect the revised setbacks). The study also considers the future development of the former Outlet Center site as warehouse/industrial space and the remaining lots adjacent to the Weber Distribution Center (including a possible future expansion of the Weber Distribution Center).

The study assumes 85% of passenger car traffic is expected to access the site via Route 47 and Freeman Road west of the site and no truck traffic will be allowed to utilize Freeman Road east of the subject site. Based on the above, the following Freeman Road improvements were recommended by the study and are proposed by the developer to accommodate site traffic:

At Freeman Road/New Road (Venture Court) & Factory Shops Boulevard

- Modify existing signal equipment to include the proposed north leg.
- Provide a dedicated left-turn lane on the eastbound approach with 305 feet of storage.
- Provide one inbound lane and three outbound lanes striped as a dedicated left-turn lane, a through lane, and a dedicated right-turn lane on the southbound approach. The right-turn lane would provide a minimum 275-foot storage bay and the left-turn lane would provide a 125-foot storage bay.
- Reconfigure the northbound approach to provide a single dedicated left-turn lane, a through lane, and a dedicated right-turn lane.

At Freeman Road & Weber Drive

- Provide a single inbound lane on the north leg.
- Stripe a dedicated eastbound left-turn lane with 240 feet of storage for inbound left-turning vehicles within the existing two-way left-turn lane on Freeman Road.
- Install a traffic signal.

At Freeman Road and Right-in/Right-out to Employee Parking Lot

- Provide one inbound lane and one outbound lane with movements restricted to right turns in and right turns out only.
- Post minor-leg stop control for outbound movements.

The study also recommends that “in addition to the physical improvements identified above, further signal timing adjustments may be required to optimize performance at the signalized intersections during peak seasonal operations at the Receive Center. During these periods, traffic management personnel should also be utilized to direct traffic internally within the site and at the intersection of Freeman Road and the New Roadway (Venture Court)”.

The proposed roadway improvements to be completed by the developer, which include the construction of a new road (Venture Court), geometric and signalization improvements to Freeman Road, and the mill and overlay of approximately 900 feet of Freeman Road is expected to exceed a cost of \$2,500,000. Additionally, the petitioner is required to pay a Kane County transportation impact fee, which is estimated to be approximately \$175,000.

Modifications and Waivers from Village Zoning and Subdivision Regulations

The following modifications and waivers are requested from the requirements of the Village’s Zoning and Subdivision Ordinances as part of the Planned Unit Development:

Phase One Planned Unit Development

1. The “Design Standards” for PUDs provided by the Zoning Code, Section 156.070(D)(10);
2. The “Permitted Uses” for PUDs provided by the Zoning Code, Section 156.070(D)(11);
3. The sidewalk requirements provided by the Subdivision Regulations, Section 155.025; The petitioner is not proposing to install sidewalk along the easternmost frontage of Freeman Road and along a majority of Venture Court. The petitioner is proposing to install sidewalk from the western limits of the site to the eastern truck access driveway, along Freeman Road. The applicant is also proposing to install sidewalk along Venture Court up to the first access driveway of Lot 1.
4. The maximum cul-de-sac length requirements provided by the Subdivision Regulations, Section 155.003; Relief is requested to exceed the maximum cul-de-sac length of 750 feet, Subdivision Ordinance Section 155.003. The proposed cul-de-sac has a length of roughly 3,380 feet.
5. The requirements of the Zoning Code (Tree Preservation Ordinance), Section 156.150 as they pertain to the initial development of Phase I; The petitioner has proposed installation of a sound wall on Lot 1 in lieu of complying with Section 156.150.
6. The fence material requirements provided by Zoning Ordinance, Section 156.079(H) but only to allow barbed wire above certain fencing as shown on the Plans; The fence surrounding the truck court on Lot 1 is proposed to be topped with barbed wire.

7. The fence height requirements provided by Zoning Ordinance, Section 156.079(I), but only to allow a 12-foot acoustical wall and 8-foot chain link fence as shown on the Plans; The proposed security fence surrounding the truck court will be eight (8) feet in height and the sound wall proposed along the east side of the truck court will be twelve (12) feet in height.
8. The pavement standards for pavement on private property as provided by the Subdivision Regulations, Sections 155.179 and 155.180;
9. The requirements of the Subdivision Regulations, Section 155.069(c) regarding the timeframes for acceptance of public improvements the petitioner to seek Village Board final approval for acceptance of completed public improvements during winter months (between September 1 of any year and April 1 of the following year) in all development phases; and
10. The requirements of the Zoning Code, Section 156.122 (D) regarding the number of ground signs per lot to allow not more than four ground signs on Phase I.

Modifications and Waivers from Village Zoning and Subdivision Regulations for Future Phase Planned Unit Development

1. The “Design Standards” for PUDs provided by Section 156.070(D)(10) of the Zoning Code;
2. The “Permitted Uses” for PUDs provided by Section 156.070(D)(11) of the Zoning Code;
3. The “Required Submittals” for preliminary PUD review as provided by Section 156.070(E)(2)(d) of the Zoning Code;
4. The “Required Submittals” for final PUD review as provided by Sections 156.070(E)(3)(d)-(f) of the Zoning Code;
5. The requirements of the Zoning Code (Tree Preservation Ordinance), Section 156.150 as they pertain to the initial development of the Future Phases, subject to installation of an earthen berm and enhanced landscaping along the eastern Property line in substantial conformity with the Future Phase Screening Plan;
6. The timeframes for “Failure to Begin a Planned Unit Development” provided by Section 156.070(I) of the Zoning Code;
7. The requirements of the Subdivision Regulations, Section 155.069(c) regarding the timeframes for acceptance of public improvements; and
8. The requirements of the Subdivision Regulations, Section 155.081 regarding maximum berm slope to permit the earthen berm depicted on the Future Phase Screening Plan to have a maximum slope of 3:1.

Preliminary/Final Plat of Subdivision

The proposed Preliminary/Final Plat of Subdivision will subdivide the 261-acre site into four (4) lots and 6.51 acres for a public road. Two lots will be utilized for stormwater management/wetlands and shall not permit any buildings. All buildable lots exceed the minimum lot area and width for the new ORI-1 zoning district. The following is a summary of the proposed lots/outlots:

	PROPOSED USE	LOT AREA
Lot 1	Receive Center	117.95 acres
Lot 2	Future Development	109.28 acres
Lot 3	Existing Wetlands	18.88 acres
Lot 4	Stormwater Management	9.17 acres
Roadway	Public Road (Venture Court)	6.51 acres
TOTAL		261.98 acres

Plan Commission Recommendation

The Plan Commission conceptually reviewed and discussed the proposed plans on January 25 and February 16, 2021. These meetings also included public comment from nearby homeowners in the unincorporated Prairie Oaks subdivision. Major discussion points focused on traffic, screening/buffering, stormwater, lighting, noise, and development of the north parcel. The petitioner provided a written response to homeowner concerns which was

presented at the February 16 meeting. In response to additional concerns that were identified by both the Plan Commission and homeowners, the petitioner revised the plans as follows:

1. The residential building setback was increased to 350 feet for the future phase of development on the northern parcel (this setback would increase by two feet for every one foot of building height over 45 feet). The residential building setback was previously proposed to be 200 feet.
2. The residential parking setback was increased to 200 feet. The residential parking setback was previously proposed to be 100 feet.
3. A variable height earthen berm, with a minimum elevation of 940', landscaped with minimum 8-foot tall evergreen trees, has been added along the Northern Parcel's eastern property line extending to the northern boundary of the Property.
4. A 12-foot-tall sound wall has been added to the east of the truck court. The proposed sound wall will extend the full length of the truck court.

The Plan Commission conducted the formal review and required public hearing for the petition on Monday, February 22, 2021. Public comments from the residents in the neighboring unincorporated subdivision to the east were submitted in writing and made orally at the public hearing. As a result of said hearing, consideration of testimony offered, and the taking of evidence, the Plan Commission voted to recommend approval to the Village Board by a vote of 5-1 subject to the following conditions:

Site Development

1. The Village of Huntley will require adherence to Illinois drainage law and best management practices for storm water management. The Applicant and assignees and successors are responsible for not increasing the rate of storm water runoff over the runoff estimated from the Final Planned Unit Development and will be required, to the extent practicable, to minimize any increase in runoff volume through "retention" and design of multi stage outlet structures.
2. All public improvements and site development must occur in full compliance with all applicable Village Municipal Services (Engineering, Public Works, Planning and Building) site design standards, practices and permit requirements.
3. The petitioner will comply with all final engineering revisions to be approved by the Village Engineer and Development Services Department.
4. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
5. The existing overhead utility lines located at the southeast corner of the site running along Freeman Road shall be removed upon demolition of the existing structures located on the Property. The utility lines shall be buried if it is determined that they are still necessary following the demolition of the structures. This condition is not intended to require the burial of overhead electric lines located on tubular steel poles along running Freeman Road at the southwest corner of the site and extending along the west lot line.

Architecture

6. Roof top mechanical equipment visible from any angle at ground level shall be screened to the full height of the equipment. Required rooftop screens shall be integrated into the architecture of the main building and may include screens mounted directly to the equipment.

Parking/Storage

7. Tractor trailer parking spaces shall be for the benefit of the tenants occupying the respective buildings. Said tractor trailer parking spaces shall not be leased to an off-premise business by the owner or tenant of the respective buildings.
8. No parking shall be allowed on Venture Court.
9. No loading or unloading activity is permitted to take place from Venture Court.
10. The outdoor storage of shipping/cargo containers shall be prohibited on all lots.

Traffic

11. Signage shall be installed prior to the first certificate of occupancy to prohibit truck traffic from traveling east on Freeman Road unless they are doing business with a facility on Weber Drive.
12. A barrier median shall be designed and constructed along Freeman Road between the Venture Court/Factory Shops Boulevard and Weber truck access (site Access 1) to reinforce traffic operations of

the proposed right-in-right-out (site Access 2). One-way signage shall be placed within the Freeman Road median to indicate one-way westbound traffic for vehicles leaving the site from the right-in-right-out (site Access 2).

13. No unattended vehicle parking shall be allowed on Freeman Road.
14. Signage shall be installed on Freeman Road, east of Carriage Way, stating “do not block intersection”

Landscaping

15. The reference to a galvanized chain link fence shall be removed from the Site Improvement Plans and replaced with chain link with black vinyl coating.
16. The portion of the chain link fence parallel to Freeman Road shall be replaced with a decorative aluminum fence.
17. The petitioner shall obtain final approval of the Landscape Plan from the Development Services Department.

General

18. No building permits are approved as part of this submittal.
19. No sign permits are approved as part of this submittal.
20. The Applicant, assignees, and successors and all of its mortgagees shall certify in writing its acknowledgement that the conditions set forth above are integral to the Village’s approval of the planned unit development and their acceptance and agreement to abide by the conditions set forth above. The Applicant, assignees, and successors consent at their expense to authorize the Village to record said acknowledgment and conditions against the Subject Property.

Plat of Subdivision

21. The Plat of Dedication shall revise the name of the public right-of-way from Harrison Max Court to Venture Court.
22. The building setback lines shown on the Plat of Subdivision shall be revised to reflect the building setbacks required in the ORI-1 District.
23. In accordance with Section 155.221 of the Subdivision Ordinance, the Final Plat of Subdivision shall be recorded with Kane County within three (3) months of approval by the Village Board.

Financial Impact

Venture One’s proposed site development and prospective tenant operations will create both direct and indirect economic benefits to the local economy. The project investment is approximately \$100 million. The most significant direct impact on the local economy will be the anticipated addition of approximately 1,000 new jobs. The project includes an office component of 80-100 jobs within 40,000+/- square feet. The estimated total property tax is approximately \$800,000 for the Phase One project. The Village would receive approximately \$50,000 annually.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies “*Promote New Business Development, Retention, and Expansion*” as a Strategic Priority, “*Attract and Retain Businesses to Enhance Tax Base and Create New Jobs*” as a goal.

Legal Analysis

Legal counsel has prepared the annexation agreement and other associated documents and all is in order for Village Board action.

Action Requested

A motion of the Village Board for approval of the following individual resolution and ordinances:

- i. A Resolution Authorizing the Execution of an Annexation Agreement regarding approximately 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility with Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC, a Florida limited liability company

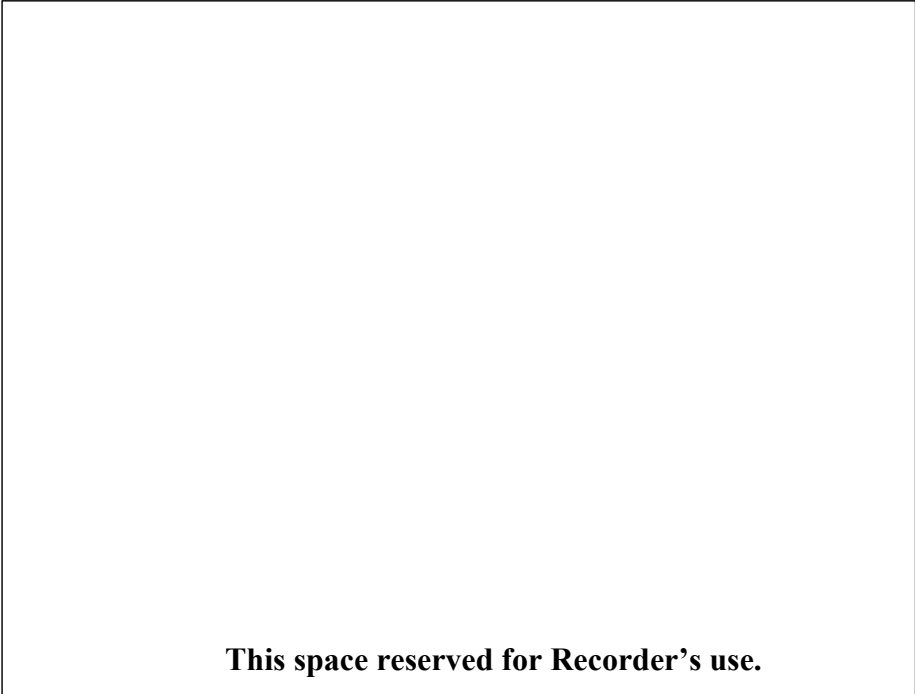
- ii. An Ordinance Annexing 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility to the Village of Huntley Kane and McHenry Counties
- iii. An Ordinance Amending the Village of Huntley Comprehensive Plan, I-90/IL 47 Gateway Subarea Plan to identify the Property as appropriate for light industrial and warehouse/ distribution development
- iv. An Ordinance Amending the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 Specialty Office/Research/Industrial zoning district and standards for land use and planned unit developments within the ORI-1 district
- v. An Ordinance Approving a Zoning Map Amendment Upon Annexation of 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility from “F” Farming in Kane County to “ORI-1, PUD” Specialty Office/Research/Industrial Planned Unit Development, Granting a Special Use Permit for a Planned Unit Development (PUD) and Other Specials Uses in the ORI-1 District, Granting Combined Preliminary and Final PUD and Subdivision Approvals, and Approving Final PUD Plans Detailed Design and Development Standards for a Phased Warehouse/Distribution/Light Industrial PUD

Exhibits

1. Site Aerial Photograph
2. Development Application
3. Color Site Plans, dated 2/19/21
4. Conceptual Site Plan (black and white), dated 2/8/21
5. Street View Rendering of Lot 1 building, not dated
6. Project Pumpkin (Lot 1) Building Elevations, dated 1/11/20 (actual date 1/11/21)
7. Accessory Buildings Elevations, dated 2/8/21
8. Building and Monument Signage, dated 1/11/20 (actual date 1/11/21)
9. Project Pumpkin Overall Landscape Plan, dated 2/8/21
10. Parkway Landscape Plan, dated 2/8/21
11. Phase 1 Cross Section and Renderings, dated 2/19/21
12. Phase 2 Berm and Landscaping, dated 2/19/21
13. Photometric Plan and Fixture Specifications, dated 2/8/21
14. Site Improvement Plans, dated 2/8/21
15. Traffic Study, dated 2/8/21
16. Turning Moving Exhibit, dated 2/8/21
17. Plat of Annexation, dated 1/4/21
18. Plat of Subdivision, dated 1/11/21
19. Plat of Dedication, dated 2/6/21
20. Letters and Emails from Members of the Public, all correspondence received through 3/5/21
21. Draft Resolution Authorizing the Execution of an Annexation Agreement
22. Draft Ordinance Annexing 261+/- acres
23. Draft Ordinance Amending the Village of Huntley Comprehensive Plan
24. Draft Ordinance Amending the Huntley Zoning Ordinance
25. Draft Ordinance Approving a Zoning Map Amendment, Special Use Permit for a Planned Unit Development (PUD) and Other Specials Uses in the ORI-1 District, and Granting Combined Preliminary and Final PUD and Subdivision Approvals, and Approving Final PUD Plans Detailed Design and Development Standards

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

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



ANNEXATION AGREEMENT

Re: Venture One Acquisitions, LLC/Stade Property

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between **THE VILLAGE OF HUNTLEY**, an Illinois municipal corporation, (hereinafter referred to as the “*Village*”), and **VENTURE ONE ACQUISITIONS, LLC** an Illinois limited liability company (the “*Developer*”) and **92131, LLC**, a Florida limited liability company (the “*Owner*”). Village, Developer and Owner are sometimes referred to individually herein as a “*Party*” and collectively referred to as the “*Parties.*”

WITNESSETH:

WHEREAS, the Owner is the legal owner of record of approximately 261 acres of real property commonly known as 41W368 Freeman Road and legally described and depicted on the Plat of Annexation attached hereto as **Exhibit A** and by this reference incorporated herein and made a part hereof (hereinafter referred to as the “*Property*”); and

WHEREAS, the Property is presently situated within the unincorporated areas of Kane County and is adjacent and contiguous to the Village and not within the corporate limits of any municipality, as provided in 65 ILS 5/7-1-1; and

WHEREAS, electors reside on the Property as of the date the Annexation Petition (as defined below and attached hereto as Exhibit D) was filed with the Village; and

WHEREAS, the Developer is the contract purchaser of the entire Property; and

WHEREAS, the Property is currently zoned in the Kane County F-Farming District and used for crop farming and two detached single-family residences; and

WHEREAS, subject to the terms of this Agreement, the Owner and Developer desire to have the Property annexed to the Village, and the Village, as a home rule municipality, desires to annex the Property pursuant to 65 ILCS 5/7-1-1 *et seq.* and in accordance with an annexation agreement entered into pursuant to 65 ILCS 5/11-15.1-1 *et seq.* and other applicable authority; and

WHEREAS, the annexation of the Property shall extend the corporate limits of the Village; and

WHEREAS, the Owner, Developer, and Village desire to obtain assurances from each other as to certain matters covered by this Agreement during the Term hereof; and

WHEREAS, after due notice as required by law, a public hearing on this Agreement was conducted by the President and Board of Trustees of the Village (the “*Corporate Authorities*”) on March 11, 2021; and

WHEREAS, upon annexation to the Village, Developer desires to develop the Property as a multi-lot planned unit development (“*PUD*”) in multiple phases for construction of a distribution facility and industrial business park as further described herein (the “*Proposed Development*”); and

WHEREAS, the first phase of the Proposed Development is planned to consist of constructing an approximately 630,000 square foot industrial building and distribution center; office space; ancillary access, parking, and loading facilities; and related on-site and off-site improvements on the southern approximately 152-acre portion of the Property depicted as “Lot 1,” “Lot 3,” “Lot 4,” and “Lot 5” on **Exhibit B** (collectively, “*Phase I*”); and

WHEREAS, one or more future phases of the Proposed Development (each a “*Future Phase*”) are planned to consist of constructing one or more buildings for light industrial or business park uses and related improvements on the northern approximately 109-acre portion of the Property depicted as “Lot 2” on **Exhibit B** (the “*Northern Parcel*”); and

WHEREAS, the Parties acknowledge that if the Northern Parcel is developed in more than one Future Phase, then Owner and Developer shall be required to apply to the Village for further resubdivision of the Northern Parcel in accordance with the Village’s subdivision regulations, this Agreement, and other applicable law; and

WHEREAS, on February 23, 2021, the Owner and Developer jointly filed with the Village the Annexation Petition and Annexation Plat (as defined herein); and

WHEREAS, on January 7, 2021, the Owner and Developer filed an application for Zoning Code text amendments, Zoning Map amendments, special use and planned unit development approvals, zoning variations, subdivision approvals, amendments to the I-90/IL47 Gateway Plan of the Village of Huntley Comprehensive Plan, and other zoning and subdivision relief necessary to allow the Proposed Development on the Property (collectively, the “*Development Application*”); and

WHEREAS, in connection with the Annexation Petition and Development Application, and in order to promote sound land use planning and appropriate development of the Property in

accordance with the Comprehensive Plan, the Village wishes to consider an amendment to the Zoning Code in substantially the form of **Exhibit C** hereto in order to create a new ORI-1 “Specialty Office/Research Industrial” District (the “**ORI-1 District**”) and an amendment to the Village’s Zoning Map to rezone the Property into such ORI-1 District following its annexation to the Village; and

WHEREAS, the Huntley Plan Commission (“**PC**”) on February 22, 2021, following the giving of all necessary notices and taking of all required actions, conducted a public hearing in accordance with the Zoning Code and other applicable authority regarding the Development Application and I-90/IL 47 Gateway Plan amendments, Zoning Code amendments to create the ORI-1 District, and the zoning and subdivision relief requested in connection with the Proposed Development on the Property; and

WHEREAS, the Proposed Development will be compatible with and will further the planning objectives of the Village, and the annexation of Property to the Village will be of substantial benefit to the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents; and

WHEREAS, the Parties desire to enter into this Agreement, upon the terms and conditions contained herein, with respect to the annexation of the Property and various other related matters pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*; and

WHEREAS, all public hearings required by law have been held pursuant to all required notices by the Corporate Authorities, and/or the PC upon the matters covered by this Agreement; and

WHEREAS, notice has heretofore been served on all individuals and entities, both public and private, who are entitled to such notice under the laws of the State of Illinois and in particular pursuant to Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Owner and Developer have agreed to take all necessary steps to petition the Huntley Park District to annex the Property to the Huntley Park District pursuant to 70 ILCS 1205/3-1 within 120 days after the Property's annexation to the Village; and

WHEREAS, the corporate authorities of the Village, after due and careful consideration, have concluded that the annexation and development of the Property, upon the terms and conditions hereinafter set forth, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, by favorable vote of at least two-thirds (2/3) of the corporate authorities of the Village then holding office, an ordinance has heretofore been adopted authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements hereinafter set forth, the Parties hereto mutually agree as follows:

ARTICLE I

Recitals and Definitions

1.1 **Recitals**. The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

1.2 **Definitions**.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Annexation Petition": That certain petition, executed by Owner as the owner of the Property and by at least 51% of the electors residing on the Property as of the date of said petition, dated as of February 23, 2021 seeking annexation of the Property to the Village, a copy of which is attached as **Exhibit D** to this Agreement, and the original of which is on file with the Village Clerk.

"Annexation Plat": That certain plat of annexation prepared by Jacob & Heffner Assoc. and dated January 4, 2021 a copy of which is attached as **Exhibit A** to this Agreement.

"Building Code": Chapter 150, entitled "Building Regulations," of the Village Code, as the same has been and may, from time to time hereafter, be amended.

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

"Effective Date": The date of execution of this Agreement by all parties hereto, which date shall be deemed to be the date set forth in the first paragraph of Page 1 of this Agreement.

"Lot": A subdivided lot of record on the Property, either pursuant to: (i) the Final Subdivision Plat, or (ii) a future plat of subdivision or resubdivision of the Property that is approved by the Corporate Authorities in accordance with the Requirements of Law.

"Phase": Phase I or a Future Phase.

"Phase I Final Plans": The final plans for Phase I of the Proposed Development that receive the approval of the Corporate Authorities pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Phase I Final Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

“Future Phase Final Plans”: The final plans for each Future Phase of the Proposed Development that receive the approval of the Village pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law, which final plans shall be deemed to include any and all “Future Phase Technical Plans” (as defined in the Final PUD Ordinance attached hereto as Exhibit I) upon their written approval by the Village Manager in accordance with such Final PUD Ordinance. Upon such approvals, said Future Phase Final Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

“Final PUD Plat and Plans”: The final planned unit development plat and plans that receive the approval of the Corporate Authorities pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final PUD Plat and Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Subdivision Plat”: The combined preliminary and final subdivision plat that receives the approval of the Corporate Authorities pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final Subdivision Plat shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Plans”: The approved Final PUD Plat and Plans, Final Subdivision Plat, Phase I Final Plans, and Future Phase Final Plans, collectively.

“Force Majeure”: Strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy. The Parties acknowledge and agree that (a) as of the date of this Agreement, a national or regional pandemic, quarantine and other conditions

exist that are related to COVID-19; (b) the impact of such pandemic, quarantine and other conditions on the Parties' respective rights and obligations under this Agreement is not yet fully known; and (c) the execution and delivery of this Agreement with the knowledge of such ongoing pandemic, quarantine and other conditions will in no way whatsoever preclude, impair or other adversely affect the relief to which either Party is entitled as a result of the same being a Force Majeure event (*i.e.*, just as though such ongoing pandemic, quarantine and other conditions had not existed as of the date of this Agreement).

"PC": The Plan Commission of the Village of Huntley.

"Project Improvements": All of the improvements and facilities that are required or authorized to be made, constructed, or installed in connection with the subdivision and development of the Property as provided in this Agreement. The Project Improvements shall be comprised of:

- a. **"Public Improvements"**: being those Project Improvements that are to be dedicated to the Village or such other public agencies as the Village may approve, and which are generally identified as "Public Improvements" in **Exhibit E** hereto and more specifically depicted on the Final Plans as being dedicated to the public;
- b. **"Private Improvements"**: being those Project Improvements (other than Public Improvements and Structural Improvements) that are required to be constructed, installed, or placed in service pursuant to the Final Plans or Requirements of Law; and
- c. **"Structural Improvements"**: being those buildings and structures authorized to be constructed on the Property pursuant to the Final Plans.

"Property": That certain tract of land consisting of approximately 261 acres of real property commonly known as 41W368 Freeman Road and legally described and depicted on the Plat of Annexation attached hereto as **Exhibit A**.

"Requirements of Law": Applicable Village Codes and Ordinances and all other applicable federal, state, and county laws, statutes, codes, ordinances, resolutions, rules, and regulations.

"Subdivision Code": The Village of Huntley Subdivision Regulations and Design Criteria, being Chapter 155 of the Village Code, as the same has been and may, from time to time hereafter, be amended.

"Village Code": The Code of Huntley, as the same has been and may, from time to time hereafter, be amended.

"Village Codes and Ordinances": All applicable provisions of the Village Code (including without limitation the Zoning Code, Subdivision Code, Building Code, and all stormwater management and flood hazard regulations) and all other applicable Village codes, ordinances, and regulations.

"Zoning Code": The Village of Huntley Zoning Ordinance, being Chapter 156 of the Village Code, as the same has been and may, from time to time hereafter, be amended.

ARTICLE II

Annexation

2.1 **Annexation of the Property.** The fully executed Annexation Petition seeking annexation of the Property pursuant to 65 ILCS 5/7-1-8 was filed with the Village on February 23, 2021. A copy of the Annexation Petition is attached hereto as **Exhibit D**, and the original is on file

with the Village Clerk. Immediately after the approval and execution of this Agreement, the Village agrees to enact an ordinance in substantially the form of **Exhibit F** hereto, annexing the Property, including all adjacent unincorporated roads and highways, to the Village (the “**Annexation Ordinance**”). The Annexation Ordinance shall be effective upon the “effective date” as defined in the Annexation Ordinance and, after such effective date the Annexation Ordinance and Annexation Plat shall be recorded with the Kane County Recorder of Deeds as provided in Section 2.2, below. The date that the Property’s annexation is effective is herein referred to as the “**Annexation Date**”.

2.2 Escrow of Documents. Following the completion of all actions described in Section 3.1 of this Agreement, but prior to recordation of the Annexation Ordinance or the Final Subdivision Plat and prior to the Developer’s acquisition of the Property, the items listed below (collectively, “**Escrowed Items**”) shall be placed into an escrow account established with the office of the title company handling the closing of Developer’s acquisition of the Property pursuant to the terms of an escrow agreement (“**Escrow Agreement**”) in a form approved by each Party’s attorneys:

- a. By the Village:
 - i. executed originals or certified copies of each of this Agreement, the Annexation Ordinance and Annexation Plat, and the Final PUD Ordinance (as defined herein), each in recordable form and including all applicable exhibits; and
 - ii. an original, fully executed mylar of the Final Subdivision Plat in recordable form; provided, however, that the Village shall have no obligation to execute or deposit into escrow said Final Plat of Subdivision unless and

until Owner or Developer has submitted to the Village an original mylar of the Final Subdivision Plat bearing all required non-Village approvals, sworn statements, signatures, and certifications; and

- iii. an invoice (“***Invoice***”) for all amounts payable to the Village under this Agreement as of the date of such Invoice, including without limitation: (a) all fees and costs actually incurred by the Village for legal, engineering, plan review, and other consultant and staff services that Owner and Developer are required to reimburse under this Agreement; (b) the Capital Development Fee required by Section 10.5 of this Agreement; and (c) the entryway signage contribution required by Section 5.4 of this Agreement.

b. By the Owner and/or Developer:

- i. An executed original of this Agreement;
- ii. A fully executed “Unconditional Agreement and Consent” in the form set forth as Exhibit F to the Final PUD Ordinance;
- iii. If Developer assigns its right to purchase the Property, or any portion thereof, to one or more third-parties (each an “***Assignee***”), an acknowledgement signed by each such Assignee (each an “***Assignee Acknowledgement***”) in a form acceptable to the Village and providing that the Assignee acknowledges: the execution and recordation of this Agreement, the approval and recordation of the Final PUD Ordinance, that Assignee is acquiring title to the Property as the assignee of Developer under both this agreement and the Final PUD Ordinance, and that Assignee

will succeed to all rights and obligations of the Developer under this Agreement and the Final PUD Ordinance;

- iv. A fully executed declaration of easements and restrictions for Phase I in accordance with Section 3.5 of this Agreement;
- v. cash funds in the full amount of the Invoice, plus sufficient sums to cover the actual costs of recording the Escrow Items as described below plus all applicable escrow fees and costs required to be paid to the title company or escrowee pursuant to the Escrow Agreement.

The Escrow Agreement will set forth escrow instructions in a form acceptable to all Parties providing, in part, that the escrowee is authorized to take the following actions:

- a. Upon being advised by Developer that it, or its assignee, is prepared to take title to the Property, record, at Developer's expense and in the following order:
 - i. this Agreement;
 - ii. the Annexation Ordinance and Annexation Plat; and
 - iii. the Final PUD Ordinance;
 - iv. The Final Subdivision Plat;
- b. Immediately following Developer's acquisition of fee simple title to the Property, record, at Developer's expense, and in the following order:
 - i. The deed conveying title to the Property to Developer or Developer's assignee, as applicable;
 - ii. Any and all Assignee Acknowledgements, as applicable; and
 - iii. The Phase I declaration of easements and restrictions;

- c. Immediately following Developer's acquisition of fee simple title to the Property, disburse cash funds to the Village in the full amount of the Invoice; and
- d. Disburse any applicable escrow fees and costs to the title company or escrowee.

2.3 Park District Annexation. Within 120 days following the Annexation Date, Owner and Developer agree to submit to the Huntley Park District a petition pursuant to 70 ILCS 1205/3-1 requesting annexation of the Property to the Huntley Park District, which petition shall be signed by all owners of record of the Property and certify that there are no legal voters residing on the Property.

2.4 Valid Annexation. This Agreement in its entirety, at the option of the Owner and Developer, shall be null and void unless the Property is annexed to the Village, and the Property is zoned and classified in accordance with and as contemplated by this Agreement, and the ordinances and approvals described herein are adopted or granted at the times specified herein.

ARTICLE III

Zoning and Subdivision Approvals; Development Phasing

3.1 Zoning and Subdivision of the Property. Immediately following the approval of the Annexation Ordinance, the Corporate Authorities of the Village shall take the following actions; provided, however, that all such actions shall take effect only following the effectiveness of the annexation upon the Annexation Date:

- (i) Take all actions necessary, including passage of an ordinance in the form of **Exhibit C** hereto (as the same may be modified with the approval of all Parties), to amend the Zoning Code to establish the ORI-1 District;

(ii) Take all actions necessary, including passage of an ordinance in substantially the form attached hereto as **Exhibit I**, to zone and classify the Property to the ORI-1 District under the Zoning Code;

(iii) Take all actions necessary, including passage of an ordinance in substantially the form attached hereto as **Exhibit H**, to amend the I-90/IL47 Subarea Gateway Plan of the Village of Huntley Comprehensive Plan to designate the Property as appropriate for light industrial and warehouse/distribution uses;

(iv) Take all actions necessary, including passage of an ordinance in substantially the form of **Exhibit I** attached hereto ("**Final PUD Ordinance**"), to: (a) approve a special use permit for a PUD on the Property; (b) grant combined preliminary and final approval of the Final PUD Plat and Plans for the Proposed Development; (c) approve certain permitted and special uses for the Property as set forth in the Final PUD Ordinance; (d) approve the Final Subdivision Plat for the Property in substantially the form attached hereto as **Exhibit B**; (e) approve variations, exceptions, and departures from certain provisions of the Zoning Code and Subdivision Code with respect to the Property as set forth in the Final PUD Ordinance; and (f) approve plans in substantially the form attached hereto as **Exhibit J** and detailed development standards as set forth in the Final PUD Ordinance as the Final PUD Plat and Plans for all phases of the Proposed Development (including Phase I and the Future Phases), including authorization for administrative approval of certain Phase I plan revisions and approval of "Future Phase Technical Plans" as provided in such Final PUD Ordinance and in accordance with the standards, terms, and conditions set forth in the Final PUD Ordinance and this Agreement.

3.2 Phase I of the Proposed Development. Phase I of the Proposed Development shall include the development of an approximately 630,00 square foot industrial building and

distribution center; office; ancillary access, parking, and loading facilities; and related on-site and off-site improvements including construction of a public roadway identified as “Venture Court” on the Phase I Final Plans (“*Venture Court*”); modification of an existing traffic signal at Freeman Road and Venture Court; installation of a new traffic signal at Freeman Road and Weber Drive; other new intersection improvements within the existing Freeman Road public right-of-way; public and private utility facilities; stormwater management and drainage facilities; and related improvements all as further defined and depicted on the Phase I Final Plans. Developer shall complete the development of Phase I in accordance with the Final PUD Ordinance and this Agreement (including substantial conformity to the approved Phase I Final Plans) and the development schedule set forth in the Final PUD Ordinance. Venture Court will be dedicated to and accepted and maintained by the Village as a public road in accordance with Article IX of this Agreement unless Developer delivers to the Village, prior to the issuance of a final certificate of occupancy for the Phase I Structural Improvements, written notice that Developer has elected that Venture Court will be owned and maintained as a private road. If Venture Court is dedicated as a public road, then the Developer shall also dedicate, at no cost to the Village and as a condition precedent to the Village’s approval and acceptance of Venture Court, a permanent easement across the northwestern portion of the Phase I Property in a location mutually acceptable to the Parties for ingress and egress by the Village to the public water tower and ComEd electric service station located adjacent to the Property. If Developer elects to own and maintain Venture Court as a private road, then Developer shall record a declaration of easements and restrictions against the Property, in a form consistent with Section 3.5 of this Agreement and reasonably acceptable to the Village, providing for private maintenance of Venture Court in perpetuity.

3.3 Future Phase Development. The Future Phase of the Proposed Development shall include further development of the Northern Parcel in accordance with this Agreement; the approved permitted and special uses and detailed development standards, terms, and conditions set forth in the Final PUD Ordinance; and the Requirements of Law. The Parties acknowledge and agree that the Northern Parcel may be developed in more than one Future Phase subject to Owner and Developer applying for and receiving approval of a further resubdivision of the Northern Parcel in accordance with all applicable Requirements of Law and this Agreement. Except for work associated with completion of Phase I Project Improvements in substantial conformity with the Phase I Final Plans, no development of a Future Phase may be undertaken until the Developer applies for and obtains administrative approval of the applicable Future Phase Final Plans, approval by the Corporate Authorities of a plat of resubdivision if applicable, and issuance of all building and development permits and approvals required by this Agreement and applicable Requirements of Law for such Future Phase development activities. Notwithstanding the foregoing, Developer may, in its discretion and at its expense and subject to compliance with the terms of this Agreement and the Requirements of Law, including obtaining all required Village permits: (i) further extend Venture Court and/or utility facilities north onto the Northern Parcel (subject also to obtaining any required subdivision and other approvals); and (ii) undertake excavation and/or mass grading in accordance with Section 4.5 prior to obtaining approval of Future Phase Final Plans.

3.4 Execution and Recordation of Final Plats. Following approval of the Final PUD Ordinance and Final Subdivision Plat, the Village shall cause all required Village signatures and certifications to be affixed thereto; provided, however, that no such signatures and certifications shall be affixed by the Village until the Owner or Developer shall have obtained all other

approvals, sworn statements, signatures, and certifications required therefor. Thereafter, the Village will deposit the fully executed Final Subdivision Plat into escrow to be recorded in accordance with Section 2.2 hereof.

3.5 Declarations. At the time of the recordation of the Final Subdivision Plat, the Owner shall record against all of the Lots within Phase I a declaration of easements and restrictions in a form and substance reasonably acceptable to the Village and consistent with the requirements of this Section. Additionally, in connection with any Future Phase, if the Owner seeks approval of a further resubdivision of the Northern Parcel in a manner that will create non-buildable outlots, common easement areas, or other common private improvements necessary to support development and use of more than one Lot, then prior to or at the time of recordation of such final plat of resubdivision, the Owner shall record a further declaration of easements and restrictions, in a form and substance reasonably acceptable to the Village and consistent with the requirements of this Section, against all Lots in the relevant Future Phase that benefit from those common areas or improvements. The declarations of easements and restrictions required by this Section, whether for Phase I or a Future Phase, (collectively, the “*Declarations*”), shall provide for the following:

- (i) the protection and maintenance by the Owner or Owners of all relevant Lots within the applicable Phase, as applicable, in perpetuity, of all shared or common facilities and other common private improvements within the relevant Phase (exclusive of Public Improvements that are publicly dedicated and accepted), including without limitation roadways, sidewalks, parking/ loading facilities, signage, lighting, landscaping and berms (specifically including the earthen berm on the Northern Parcel required by Section 4.3 of this Agreement), wetland areas and wetland buffers, open spaces, utility facilities, and stormwater conveyance,

retention, and detention areas and facilities, as applicable (collectively, “*Common Facilities*”);

- (ii) the development of an appropriate maintenance plan for all such Common Facilities, subject to approval by the Village Engineer and in accordance with applicable Village Codes and Ordinances and the Kane County Stormwater Management Ordinance; and
- (iii) the right of the Village to take action to cure any failure of the responsible Owner or Owners, as applicable, to properly maintain and repair the Common Facilities or to otherwise abide by the provisions of the Declarations, subject to subparagraph (iv) below; the right of the Village to be reimbursed for all costs and expenses incurred by the Village related thereto, including without limitation the right of the Village to perfect a lien to recover such costs and expenses against the Lot or Lots on which the maintenance or repair was performed and against the Lot or Lots owned by the defaulting Owner or Owners, all subject to notice and cure periods of not less than 30 days and otherwise reasonably acceptable to the Parties; and the right of the Village to enter onto the relevant portion of the Property at such times and in such areas as may reasonably be necessary for the Village to exercise its rights described herein.
- (iv) With respect to Phase I only, in the event that the Village takes action to cure any failure of the Phase I Owner or Owners, as applicable, as provided in this Section, the following requirements apply (except in an emergency that precludes compliance with one or more of the following requirements, in which case the Village shall comply to the extent reasonably possible): (i) no such work may

occur during the periods from November 1 to January 15, or June 15 through July 31 (the “*Holiday Season*”) without prior consent of the occupant of the Phase I Property; (ii) the Village will give at least thirty (30) days’ notice of any such work to the Phase I Owner; and (iii) such work may only occur during times reasonably approved by the occupant of the Phase I property (and it will be reasonable for such occupant to require that such work occur outside of the normal business hours of 9:00 a.m. – 5:00 p.m., Mondays through Fridays); provided that, upon at least 30 days’ written notice to the Village, Owner may change the dates of (but not the total number of days included in) the Holiday Season.

3.6 Effect of Rezoning and Final PUD Ordinance. Unless changed by the Village at the request of Owner and Developer, the provisions of the ORI-1 zoning classification and the Final PUD Ordinance shall create a permanent zoning classification for the Property and shall remain in effect throughout the Term of this Agreement. The ORI-1 zoning classification and Final PUD Ordinance shall also remain in effect thereafter unless and until amended in the manner provided by law for the amendment of zoning classifications. Following their effective dates, the ORI-1 zoning classification and Final PUD Ordinance for the Property shall not lapse or expire at any time or upon the occurrence of any event or upon the failure of any event to occur.

3.7 Additional Zoning or Subdivision Relief. Nothing in this Agreement shall preclude Owner or Developer from applying for the approval of additional zoning or subdivision relief relating to the Property, including without limitation further variations or deviations from the Zoning Code or Subdivision Code; further PUD approvals or amendments; Zoning Code or Zoning Map amendments; or further subdivision or resubdivision of the Property as authorized by, and in

accordance with the Requirements of Law. The Village agrees to give all such requests for relief prompt consideration but does not guarantee the approval thereof, and the failure of the Village to approve any request under this paragraph shall not be construed as a breach of this Agreement.

3.8 Compliance with the Requirements of Law. Except for variations, exceptions, and departures from certain Village Codes and Ordinances that are expressly approved by the Final PUD Ordinance or this Agreement, Owner and Developer shall comply with the existing requirements of the Village Code, Zoning Code, Subdivision Code, Sign Regulations, and all other Requirements of Law unless specific relief is requested therefrom and approved by the Corporate Authorities in their sole discretion.

3.8 Existing Uses. The Parties acknowledge that portions of the Property are currently used for crop farming and two existing detached single-family residences (the “*Existing Uses*”), and upon the Property’s annexation to the Village and classification to the ORI-1 District, the Existing Uses will become legal nonconforming uses. The Existing Uses may continue in accordance with Article XV of the Zoning Code on each Lot until issuance of the first building permit for a Phase on that Lot (in accordance with the most recent plat of subdivision or resubdivision affecting that Lot). Thereafter, no use of the Property shall be permitted except in strict conformity with the Zoning Code, the Final PUD Ordinance, and this Agreement.

ARTICLE IV

Development of the Property and Project Improvements

4.1 Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Village Codes and Ordinances, the Property shall be used and developed, except for minor alterations due to final engineering and site work approved by the

Village Engineer or such further amendments or relief as may be approved by the Corporate Authorities in their sole discretion, only pursuant to and in accordance with the following, listed in order of priority and control:

- a. this Agreement;
- b. the Final PUD Ordinance;
- c. the Final Subdivision Plat;
- d. the Phase I Final Plans;
- e. the Future Phase Final Plans;
- f. the provisions of the Zoning Code applicable to the ORI-1 District;
- g. all other applicable provisions of the Zoning Code and Subdivision Code;
- h. all other applicable Village Codes and Ordinances;
- i. the Requirements of Law; and
- j. any applicable Declarations, as they may be amended from time to time.

Unless otherwise provided in this Agreement, either specifically or in context, in the event of a conflict between or among any of the items listed above the item higher on the list will control over those lower on the list. Subject to the foregoing, all of the above plans, ordinances, and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

4.2 Construction of Project Improvements.

(a) The Developer shall, at its sole cost and expense, design, construct, and install all of the Project Improvements. In developing each of Phase I and Future Phases of the Proposed Development, the Developer shall only be required to construct and install those Project Improvements that are depicted on the approved Final Plans for the applicable development phase.

(b) All Project Improvements shall be designed and constructed pursuant to and in accordance with the Final PUD Ordinance and Final Plans for the applicable development phase, and in compliance with the Requirements of Law (unless expressly provided otherwise in the Final PUD Ordinance), all to the satisfaction of the Village Engineer. All work performed on the Project

Improvements shall be conducted in a good and workmanlike manner, consistent with good engineering practices, the building and development permits issued for the work and, with regard to the Project Improvements for Phase I only, diligently and in accordance with the schedule established by this Agreement and the Final PUD Ordinance. Project Improvements for the Future Phases shall be completed diligently in accordance with the schedule established by the building and development permits issued for the work. All materials used for construction of the Project Improvements shall be of first quality.

(c) Venture Court, including any further extension thereof onto the Northern Parcel, shall be designed and built in accordance with the standards applicable to public streets under the Subdivision Code (unless expressly provided otherwise in the Final PUD Ordinance).

4.3 Landscaping. In connection with Phase I of the Proposed Development, and prior to issuance of any final certificate of occupancy for Phase I, Developer shall install landscaping in substantial conformity with the Phase I Final Plans, including a combination of landscaped berm and storm water detention basins along such portions of Property's Freeman Road frontage as are required in the Phase I Final Plans. In connection with Future Phases of the Proposed Development, and prior to issuance of any final certificate of occupancy for each applicable Phase, Developer shall install landscaping as required by the Final Plans for that Future Phase, which shall also include without limitation a combination of a variable height earthen berm landscaped with 8-foot evergreen trees along the Northern Parcel's eastern property line extending to the northern boundary of the Northern Parcel. That berm will (a) be constructed within the 200-foot setback along the Northern Parcel's eastern property line, (b) utilize slopes up to and including 3H:1V, and (c) be no less than elevation 940 at the top of the berm along its entire length. In addition, subject to and in accordance with the requirements of the Village's Zoning Code and

Subdivision Code applicable to the Property, Developer shall be responsible in perpetuity for planting, maintaining, and promptly replacing as needed (subject to reasonable seasonal and weather conditions) all landscaping materials on the Property that are required by the Final Plans, including removal and replacement of any damaged, diseased, or dead trees or other landscape materials as needed in accordance with the Final PUD Ordinance and the Declarations. With respect to the initial development of Phase I, Owner and Developer shall make improvements to the eastern Property line including enhanced landscaping, berming, and sound barriers as shown on the Phase I Final Plans in lieu of strict compliance with the Village's Tree Preservation and Landscape Ordinance (Title XV, Article XIV of the Village Code, the "**Tree Ordinance**"). After the initial development of Phase I, Owner and Developer shall be responsible for compliance with the Tree Ordinance in connection with use and maintenance of the Phase I Property and any further development or redevelopment thereof. With respect to the initial development of the Future Phases, Owner and Developer shall make improvements to the Northern Parcel's eastern property line including enhanced landscaping and berming in accordance with the Final PUD Ordinance and as shown on the applicable Future Phase Final Plans in lieu of strict compliance with the Tree Ordinance. After the initial development of each Future Phase, Owner and Developer shall be responsible for compliance with the Tree Ordinance in connection with use and maintenance of that Future Phase and any further development or redevelopment thereof.

4.4 Parkway Trees. As each phase of the Proposed Development is developed, the Developer shall install parkway trees and landscaping along Venture Court and any other public or private streets that may be developed on the Property as required by, and in accordance with, the Final Plans ("**Parkway Trees**"). The Developer shall install all required Parkway Trees during the periods of April 1 through June 30 or August 1 through October 31 in any year (the "**Planting**

Periods”). All Parkway Trees shall be installed prior to the issuance of any final certificate of occupancy for the affected development phase; provided, however, that if any building qualifies for a final certificate of occupancy but for the installation of required Parkway Trees at a time outside the Planting Periods, the Village shall issue a temporary certificate of occupancy for each such building upon the Developer posting adequate security with the Village in a form and amount acceptable to the Village, [which security may (but need not) be part of the overall performance security for the applicable development Phase] to assure the installation of such Parkway Trees during the next Planting Period (or as soon thereafter as weather permits) and completion of subgrading the area. Unless otherwise approved by the Village Manager or his or her designee, the species of all Parkway Trees shall be as provided in the Final Plans for the applicable development phase. The Developer shall guarantee the health and survival of all Parkway Trees for a period of three years after their initial acceptance by the Village and shall promptly replace any Parkway Trees that the Village determines to be diseased, dead, or dying during such guarantee period. The Developer’s maintenance obligations relating to the Parkway Trees shall be secured by delivery of a Maintenance Bond as defined in Section 9.13 of this Agreement.

4.5 Grading and Site Development. At any time: (i) after the execution of this Agreement with respect to Phase I; or (ii) with respect to a Future Phase, prior to approval of the Final Plans for that Phase, Developer may proceed at their own risk, in accordance with the Subdivision Code and all applicable stormwater management or flood hazard regulations, with the excavation and/or mass grading of the Property, the installation of erosion and sedimentation control measures, the construction of stormwater retention and detention facilities, and activities such as filling, soil stock piling, and site grading, but only if the following conditions have been met: (1) Developer has applied for and obtained Village grading and stormwater permits for such

activities on the affected portion(s) of the Property; (2) Developer assumes all risk, agrees to defend and hold the Village harmless for such work, and agrees to modify any work if so required to satisfy the applicable Final Plans; (3) Developer posts and maintains a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of site restoration, including topsoil replacement; and (4) Developer submits any required NPDES Phase II Notices of Intent and Stormwater Pollution Prevention Plans as to the affected Phase for approval by the Village. As a precondition to obtaining Village grading and stormwater permits for such work, Developer shall submit plans containing sufficient information to demonstrate, to the satisfaction of the Village Engineer, that the work will be accomplished in accordance with good engineering practices and that the Developer will take such action as may be necessary to assure that such work ultimately complies with the approved Final Plans for the applicable Phase.

4.6 Completion of Construction. If the Owner or Developer fails to diligently pursue all construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, then the Owner or Developer shall, within 60 days after written notice from the Village, remove any partially constructed or partially completed buildings, structures, or Project Improvements from the relevant Lot or portion thereof. In the event the Owner or Developer fails or refuses to remove said buildings, structures, and Project Improvements as required, then the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of said buildings, structures, and Project Improvements, and the Village shall have the right to apply any applicable security or otherwise charge the Owner or Developer for an amount sufficient to defray the entire cost of the

work, including legal and administrative costs. If the amount charged is not paid by the Owner or Developer within 30 days following a demand in writing by the Village for payment, the Village may file a lien against the Lot (or portion thereof) on which the work was performed in the amount of the charge together with interest and costs of collection (including attorneys' fees), and the Village shall have the right to collect the charge, with interest and costs, and to enforce the lien in the same manner as mortgage and other liens on real property; provided, however, that any such lien will be subordinate to the prior recorded liens of any unrelated third party mortgage lender on the affected Lot (or portion thereof). The Village will promptly release any such lien of record upon receipt of amounts owed hereunder. Nothing in this Section 4.6 shall be deemed to preclude the Village from seeking relief pursuant to 65 ILCS 5/11-31-1.

ARTICLE V

Development Standards

5.1 Development Standards. The Developer agrees to develop the Property in accordance with this Agreement and the Final PUD Ordinance. Subject to compliance with the Requirements of Law (including public notice and hearing requirements), Owner or Developer may apply to the Village for additional zoning or subdivision relief, including amendments to the Final PUD Ordinance, in accordance with Sections 3.6 and 3.7 of this Agreement, and any such further relief or amendments may be approved by the Corporate Authorities in their sole discretion. Application for, or approval of, any such relief in accordance with the Requirements of Law shall not require amendment to this Agreement. The Village shall be under no obligation to make any changes to the Final PUD Ordinance, the allowable uses or development standards applicable to the ORI-1 District, or any other Village Codes and Ordinances.

5.2 Signage. In connection with Phase I of the Proposed Development, Developer may install signs on the Lots within Phase I in substantial conformity with the signage plans set forth in the Final Plans and approved by the Final PUD Ordinance. No signage may be installed on the Northern Parcel or in connection with any Future Phase except in accordance with the Final PUD Ordinance and approved Final Plans for that Future Phase.

5.3 Sign Permits. Before installing any signage on the Property, the Developer shall file completed sign permit applications with the Village that specify the final location and final sign plan for each such sign.

5.4 Easements for Village Signage; Entryway Signage Contribution. The Owner agrees to convey to the Village, at no cost, a permanent easement for installation and maintenance of a Village entryway sign on Freeman Road together with reasonable rights of ingress and egress. That easement will be in the general location identified on Exhibit N hereto and will be substantially similar to the signage depicted in Exhibit N. Subject to the foregoing, the Parties shall cooperate to mutually determine the exact size and location of such easement and Village entryway sign on the Property. In addition, Owner or Developer agrees to contribute \$25,000.00 to the Village for the construction of the entryway signage feature.

5.5 Damage to Public Property. Owner and Developer shall maintain the Property in a good, clean, and safe condition at all times during development of the Property and construction of the Project Improvements in accordance with Village Codes and Ordinances. Further, Owner or Developer shall promptly clean all debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Owner, Developer, or any of their agents or contractors and shall repair any damage to such public property that may be caused by the activities of the Owner, Developer, or any of their agents or contractors at the Property.

ARTICLE VI

Applicable Municipal Ordinances

6.1. In General. Except as otherwise provided in this Agreement, all applications for zoning or subdivision relief relating to the Property (including without limitation applications submitted by Owner or Developer for rezoning, resubdivision, variations, special use permits, new or amended planned unit development approvals); building, stormwater, or other site improvement and development permits; or other governmental approval or relief shall be processed and subject to the Village Codes and Ordinances generally in force at the time of said application. Notwithstanding the foregoing, if any amendment should be adopted to applicable Village Codes and Ordinances during the Term of this Agreement relating the annexation, zoning or subdivision of the Property or to the use of the Proposed Development or to other development of any kind or character on the Property that is inconsistent with or more restrictive than the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall control, except to the extent that the change or amendment pertains directly to life safety concerns or is mandated by state or federal law. In addition to the foregoing, the Parties specifically agree that Structural Improvements on the Property may comply with the “Exit Access Travel Distance” standard of 400 feet for Group F-1 or S-1 as set forth in Section 1017.2.2 of the 2015 International Building Code (provided that the relevant Structural Improvement is used for a Group F-1 or S-1 use and all applicable conditions set forth in such Section 1017.2.2 are met) in lieu of compliance with the “Exit Access Travel Distance” required by Table 1016.2 of the Village Building Code.

6.2. Building Code. In addition to the foregoing, any change or amendment to the Building Code adopted during the Term of this Agreement shall not apply (a) to the construction

of any Phase I improvements and for which a building permit was applied for or obtained prior to the 180th day after the enactment of the Final PUD Ordinance, or (b) to the construction of any Project Improvements for which a building permit is applied for or obtained within sixty (60) days after the adoption of the relevant Building Code amendment.

ARTICLE VII

Building Code

7.1. Development Exceptions. Notwithstanding anything to the contrary in the Building Code or other applicable Village Codes and Ordinance, but subject to the provisions of Article IV above, the following standards, procedures, and requirements shall apply to the development of the Property:

(a) Developer may submit applications for Phase I building permits at any time after approval and recordation of the Annexation Ordinance, Final PUD Ordinance, and Final Plat of Subdivision. No building permits (except permits for extension of Venture Court in accordance with Section 3.3 or excavation and/or mass grading in accordance with Section 4.5) will be issued for a Future Phase prior to approval of the Final Plans for that Future Phase in accordance with the Final PUD Ordinance.

(b) Notwithstanding the provisions of Village Code Section 155.038, the Village shall issue permits for the construction and erection site work of steel, concrete and other non-combustible portions of any building prior to the establishment of operational fire hydrants on Property (or relevant portion thereof); provided, however, prior to the erection of any building shell there shall be established on-site vehicular pathways capable of supporting emergency equipment as determined by the Village Engineer and Huntley Fire Protection District, which

pathways may be constructed with an acceptable gravel base (as determined by the Village Engineer and Huntley Fire Protection District) or paved only with base course blacktop or concrete to satisfy that requirement. Access for emergency vehicles shall be maintained at all times in a manner satisfactory to the Village and the Huntley Fire Protection District.

(c) Notwithstanding anything in the Requirements of Law or this Agreement to the contrary, Developer may apply for, and the Village agrees to promptly review and issue in accordance with this Agreement, building permits for construction of Structural Improvements within Phase I or any Future Phase (but only following approval of the relevant Future Phase Final Plans) in phases as follows:

- (1) Foundation, grading, and excavation
- (2) Building shell
- (3) Interior improvements or build out

As a condition to issuance of a building permit for foundation improvements only, the Developer shall be required to: (i) submit complete applications for the building shell improvements within three months after issuance of the foundation permit and thereafter diligently pursue the building shell improvements to completion; and (ii) prior to issuance of the foundation building permit, post a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of site restoration, including topsoil replacement and seeding or sodding to secure Developer's obligation to timely obtain permits for the building shell. As a condition precedent to issuance of a building shell building permit, Developer shall be required to post a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of completing all Project Improvements for the relevant Phase, other than the interior improvements or build out.

ARTICLE VIII

[RESERVED]

ARTICLE IX

Public Improvements Generally

9.1 Construction of Phase I Public Improvements. The Developer shall design, secure permits for, pay for, and install all Public Improvements required for Phase I of the Proposed Development in accordance with the approved Phase I Final Plans. Such Phase I Public Improvements shall be completed prior to issuance of any final certificate of occupancy for Phase I.

9.2 Construction of Future Phase Public Improvements. The Developer shall design, secure permits for, pay for, and install all Public Improvements required for any Future Phase of the Proposed Development in accordance with the Final Plans for that Future Phase, including without limitation any additional required public or private streets, right-of-way or traffic signal improvements, Parkway Trees, utility extensions, and stormwater management or detention facilities. Such Future Phase Public Improvements shall be completed prior to issuance of any final certificate of occupancy for any Lot within the applicable Future Phase; provided, however, that Developer may apply for a temporary certificate of occupancy in accordance with the terms of this Agreement.

9.3 Engineering Conformance. All Public Improvements to be constructed by Developer hereunder shall be in conformance with the applicable approved Final Plans and with all Village Codes and Ordinances except to the extent expressly modified by this Agreement, the applicable approved Final Plans or the Final PUD Ordinance.

9.4 Plan Review. The Village shall respond to all engineering plan submittals relating to Public Improvements within ten (10) business days after submission, provided that such submissions comply with applicable Village Codes and Ordinances or, where such Village Codes and Ordinances are silent, meet generally accepted engineering standards. If any engineering plan submittals fail to comply with the Village Codes and Ordinance or any other requirements of this Agreement, the Village will give the Developer written notification within such ten (10) business day period specifying, in each case, those items deemed deficient by the Village. The Village may defer review of any engineering plan submittals until they are complete.

9.5 Guaranty of the Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements approved by the Village (including without limitation landscaping installed by Developer on public lands or within public rights-of-way or easements) that occur or become evident within three years after approval and, where appropriate, acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during that period, then Developer shall, after 30 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. In the event any Public Improvement is replaced pursuant to any demand, the Guaranty provided by this section shall be extended, as to such replacement, for three full years from the date such replacement is completed and approved by the Village. In the event any Public Improvement is repaired pursuant to any demand, the Guaranty provided by this section shall be extended, as to such repair, for six months from the date such repair is completed and approved by the Village.

9.6 Sanitary Sewer Service.

(a) Developer shall be required to provide for sanitary sewer service to the Proposed Development via connection to the Village's public sanitary sewer system. Developer will be responsible for compliance with all applicable connection and service requirements, but the Village shall waive payment of its standard sanitary sewer tap-on fees for each building to be constructed within Phase I and the Future Phase(s). The Village represents that, as of the Effective Date of this Agreement, the Village has adequate capacity in the Village's sanitary sewer system to serve the anticipated needs of the Proposed Development. Subject to Developer's satisfactory completion of all Sanitary Sewer Improvements (as defined below), the Village will provide sanitary sewer service to Phase I of the Proposed Development at the time the Developer applies for establishment of a new sanitary sewer connection for Phase I. Subject to Developer's satisfactory completion of all Sanitary Sewer Improvements and timely payment of the Sanitary Sewer Conveyance Contribution (as defined below), the Village will provide sanitary sewer service to the Future Phases of the Proposed Development at the time the Developer applies for establishment of one or more new sanitary sewer connections for the Future Phases. Thereafter, the Village will provide sanitary sewer service to the Proposed Development, and each building therein, on the same basis and in accordance with the same connection and service terms, regulations, and service fees as apply generally to non-residential properties within the Village.

(b) Construction of Sanitary Sewer Improvements; Sanitary Sewer Conveyance Contribution. The Developer agrees to pay \$500,000.00 to the Village (the "***Sanitary Sewer Conveyance Contribution***") as a contribution towards construction of sanitary sewer conveyance capital improvements necessary to extend sanitary sewer service for development of the Future Phases, which improvements will include, at the Village's election, construction of either a new off-site lift station or a new off-site regional gravity sewer main to be located on the west side of

IL Rt. 47 (the “*Sewer Capital Improvement*”). Developer must pay the Sanitary Sewer Conveyance Contribution to the Village prior to the earlier of: (i) recording of any plat of resubdivision of the Northern Parcel; or (ii) issuance of the first building permit for development on the Northern Parcel. The Village shall have no obligation to extend or provide sanitary sewer service to any Future Phase development or any improvements on the Northern Parcel unless and until the Sanitary Sewer Conveyance Contribution is timely paid in full. Additionally, the Developer, at its sole expense, shall construct all applicable sanitary sewer system improvements (other than the Sewer Capital Improvement) that may be necessary to serve each Phase of the Proposed Development in accordance with the approved Final Plans for the relevant development phase (the “*Sanitary Sewer Improvements*”). The Sanitary Sewer Improvements shall include such on-site and off-site Public Improvements other than the Sewer Capital Improvement (including without limitation any additional gravity sanitary sewer mains, related facilities, and other facilities as are depicted on the Final Plans), and all such Public Improvements shall be dedicated and conveyed to the Village without cost or expense to the Village by a customary bill of sale following their construction by Developer and inspection, final approval, and acceptance by the Village. Following such conveyance, the Sanitary Sewer Improvements that are Public Improvements will be owned and maintained by the Village.

9.7 Potable Water Service.

(a) Developer shall be required to provide for potable water service to the Proposed Development via connection to the Village’s public water system. Developer will be responsible for compliance with all applicable connection and service requirements, but the Village shall waive payment of its standard water system tap-on fees for each building to be constructed within Phase I and the Future Phase(s). The Village represents that, as of the Effective

Date of this Agreement, the Village has adequate capacity in the Village's water system to serve the anticipated needs of Phase I of the Proposed Development and of the Future Phases(s) provided that they are similar in character and intensity to Phase I. Subject to Developer's satisfactory completion of all Water System Improvements (as defined below) the Village will provide potable water service to the Proposed Development at the time the Developer applies for establishment of a new water system connection. The Village will provide such potable water service to the Proposed Development, and each building therein, on the same basis and in accordance with the same connection and service terms, regulations, and service fees as apply generally to non-residential properties within the Village.

(b) Construction of Water System Improvements. The Developer, at its sole expense, shall construct all potable water system Project Improvements as and when necessary to provide water service to the Proposed Development in accordance with the approved Final Plans for each development phase (the "***Water System Improvements***"). The Water System Improvements shall include any on-site or off-site Public Improvements (including without limitation water mains and related facilities as depicted on the Final Plans), which Public Improvements shall be dedicated and conveyed to the Village without cost or expense to the Village by a customary bill of sale following their construction by Developer and inspection, final approval, and acceptance by the Village. Following such conveyance, the Water System Improvements that are Public Improvements will be owned and maintained by the Village.

(c) If the Village determines that additional on-site or off-site water system improvements are required to provide necessary capacity to service (i) development of a Future Phase(s) and/or (ii) at the time of any redevelopment of Phase I in a manner other than as contemplated by the Final PUD Plat and Plans, then such additional water system improvements

shall be constructed by the Developer at its sole cost and expense. If requested by the Village, any such additional water system improvements shall be Public Improvements and will be dedicated and conveyed to the Village following their construction by Developer and inspection, final approval, and acceptance by the Village and, thereafter, will be owned and maintained by the Village.

(d) Water and Sewer Connections. Only one water service connection and one sanitary sewer service connection will be required for each building on the Property regardless of the number of tenants in the building. A separate water meter shall be provided for each tenant in the building. Water meters shall be located in a space within the building that is accessible at all times to the Village. Developer may request additional water and sewer service connections to any building at Developer's sole discretion. If however any building is subdivided or made subject to the Illinois Condominium Act, the owner of that building will be required to install individual services and meters per approval of the Director of Public Works and Engineering.

9.8 Storm Water Drainage, Detention and Management.

(a) Developer will not undertake any development activities or otherwise change or alter any existing grade, use, or structure on the Property in a manner that would materially affect storm water drainage at the Property except in compliance with all applicable Requirements of Law relating to stormwater drainage, detention, and management. Prior to receiving any building or development permits, including mass grading permits, for development activities on the Property, the Developer shall submit sufficient plans and information demonstrating, to the satisfaction of the Village Engineer, that such work will comply with all applicable Requirements of Law. It is acknowledged that the Developer has provided to the Village prior to the execution of this Agreement a preliminary stormwater management plan and other

engineering plans and information pertaining to Phase I of the Proposed Development, and the final versions of such plans will be incorporated into the Phase I Final Plans to be approved by the Final PUD Ordinance.

(b) The application of the foregoing standards shall be cumulative, it being the intent that those standards or portions thereof, which are most restrictive shall apply.

(c) The Owner and its successors and assigns in ownership of the Property or any portion thereof shall be responsible for undertaking appropriate maintenance and repair of all stormwater drainage and management areas and facilities in accordance with any applicable Declarations and the Requirements of Law. If an Owner fails to maintain any such storm water retention and detention facilities in accordance with the terms of this paragraph and does not cure that failure within thirty (30) days after written notice thereof from the Village (which thirty (30) day period will be extended for such additional period of time as may be reasonably necessary to cure that failure if the applicable Owner commences its cure within that thirty (30) day period and thereafter diligently prosecutes that cure to completion), the Village, in addition to exercising any other remedies provided by the Declarations or applicable law and subject to subparagraph (d) below, will have the right to enter the applicable Lot (or portion thereof) and take such action as may be reasonably necessary to cure the applicable failure by the applicable Owner(s) to properly maintain and repair such facilities or to otherwise fail to abide by the requirements of this paragraph. In such event, the applicable Owner must reimburse the Village for all costs and expenses incurred by the Village related thereto within thirty (30) days after demand from the Village, which demand will include reasonable supporting documentation of the costs for which the Village is demanding reimbursement. If the Village has not received such payment within that thirty (30) day period, the Village may file a lien to recover such costs and expenses against the

affected Lot (or portion thereof), which lien will be subordinate to the prior recorded lien of any mortgage or other loan document filed by any unrelated third-party mortgagee against the applicable portion of the Property. The Village will promptly release any such lien of record upon receipt of amounts owed hereunder.

(d) With respect to Phase I only, in the event that the Village takes action to cure any failure of the Phase I Owner or Owners, as applicable, to maintain any storm water retention and detention facilities as provided in this Section, the following requirements apply (except in an emergency that precludes compliance with one or more of the following requirements, in which case the Village shall comply to the extent reasonably possible): (i) no such work may occur during the periods from November 1 to January 15, or June 15 through July 31 (the “*Holiday Season*”) without prior consent of the occupant of the Phase I Property; (ii) the Village will give at least thirty (30) days’ notice of any such work to the Phase I Owner; and (iii) such work may only occur during times reasonably approved by the occupant of the Phase I property (and it will be reasonable for such occupant to require that such work occur outside of the normal business hours of 9:00 a.m. – 5:00 p.m., Mondays through Fridays); provided that, upon at least 30 days’ written notice to the Village, Owner may change the dates of (but not the total number of days included in) the Holiday Season.

9.9 Road Improvements.

(a) The Developer has submitted to the Village a traffic study that includes the overall Proposed Development and connectivity to surrounding properties. Based, in part, on said traffic study, the Developer agrees that it shall pay for and install certain on-site and off-site roadway, traffic, and intersection improvements in connection with Phase I of the Proposed

Development as specifically set forth in the Final PUD Ordinance and Phase I Final Plans, and generally including the following:

- i. A new traffic signal located at the intersection of Freeman Road and the eastern access drive serving the Proposed Development as depicted on the Phase I Final Plans;
- ii. Venture Court as depicted on the Phase I Final Plans;
- iii. Resurfacing of Freeman Road as depicted on the Phase I Final Plans; and
- iv. Such other lanes and traffic signal modifications as are described on the Phase I Final Plans.

In addition, Developer agrees that it shall pay for and install a further extension of Venture Court onto the Northern Parcel in connection with Future Phases of the Proposed Development, as shall be more specifically depicted on the approved Future Phase Final Plans.

9.10 Utility Easements and Installation.

(a) The Owner and Developer shall grant adequate easements and rights-of-way over the Property for all Public Improvements and utilities serving the Proposed Development, including those facilities needed for fiber optic lines, in accordance with the Final PUD Ordinance and Final Plans

(b) The Owner (and the Owner's successors and assigns to the Property or any portion thereof) may grant easements, licenses, and rights of ingress and egress for the installation, maintenance, and use of telecommunications, data, video, private utility cabling, and similar services and facilities; provided, however, such other easements shall not interfere with the easements to be granted to the Village pursuant to the terms of this Agreement, unless otherwise approved in writing by the Village.

(c) The Village agrees to cooperate with Developer in the acquisition of any and all additional right-of-way or easements needed to construct the Public Improvements for the Proposed Development (including without limitation roadway, traffic signal, intersection, and utility Public Improvements) provided, however, that the Village shall not be required to exercise its powers of eminent domain unless: (i) such exercise is expressly approved by the Corporate Authorities at Developer's request; and (ii) Developer then agrees in writing to reimburse the Village for any costs it reasonably incurs (including the amount of any condemnation award and all engineering, legal, expert witness, and other consultant fees) in connection with the exercise of such powers.

9.11 Government Approval. The Village agrees to use its best efforts to cooperate with and assist the Developer in obtaining such permits, licenses, and approvals as may be required from time to time under any and all County, State, and Federal laws and regulations (including without limitation the Illinois Environmental Protection Act) for the purpose of permitting the Proposed Development on the Property.

9.12 Performance and Payment Security.

(a) To guarantee the proper construction and installation of all Public Improvements in accordance with this Agreement, and in lieu of any alternate performance or payment security that may be required by Village Codes and Ordinances, Developer shall submit, or cause to be submitted by its contractor or agent, either: (i) a performance and payment bond in the form of **Exhibit K** hereto issued by an insurance or surety company reasonably acceptable to the Village, or a performance and payment letter of credit or impound account issued or held by a sound financial institution, containing such terms and provisions as may be reasonably acceptable to the Village to secure Developer's obligations to complete the Public Improvements in

accordance with this Agreement and the approved Final Plans (collectively, the “*Performance Security*”). The Performance Security shall be in a principal amount of not less than one hundred twenty percent (120%) of the reasonable estimate of the cost of constructing all Public Improvements in accordance with the Final Plans as determined by the Village Engineer.

(b) The Developer shall deliver separate Performance Security to the Village for each Phase of the Proposed Development. The Phase I Performance Security shall be delivered to the Village as a precondition to issuance of any building permit for any Phase I Project Improvements. Performance Security for each Future Phase shall be delivered to the Village as a precondition to issuance of any building permit for the applicable Future Phase Project Improvements.

(c) Upon completion of the Public Improvements for each Phase of the Proposed Development and the final approval and acceptance of the same by the Village, the Developer’s Performance Security shall be reduced by the proportionate cost of such completed and accepted Public Improvements (which proportionate share will include the twenty percent (20%) cushion described above), less 10 percent (10%), which amount shall be retained until the Developer delivers Maintenance Security to the Village in accordance with this Agreement. Notwithstanding anything in the foregoing sentence to the contrary, the balance of the Performance Security amount retained shall at all times prior to the completion of all Public Improvements called for herein remain not less than (i) one hundred twenty (120%) of the Village Engineer’s estimation of the cost of completion of all remaining Public Improvements for the applicable Phase; plus (ii) ten percent (10%) of the cost of all completed and accepted Public Improvements for which Maintenance Security has not yet been delivered.

9.13 Maintenance Security. At the time or times of final approval and acceptance by the Village of any Public Improvements (or any part or component thereof) in accordance with this Agreement, the Developer shall deposit with the Village either a maintenance bond in the form of **Exhibit L** hereto issued by an insurance or surety company reasonably acceptable to the Village, or a performance and payment letter of credit or impound account issued or held by a sound financial institution, containing such terms and provisions as may be reasonably acceptable to the Village to secure the Developer's maintenance and guarantee obligations under this Agreement including under Sections 4.4 and 9.5 (the "*Maintenance Security*"). The Maintenance Security shall be in the amount of ten percent (10%) of the cost of the installation of the Public Improvement (or the relevant part or component thereof) accepted by the Village and shall be deposited with and held by the Village in escrow until the end of the three-year guarantee periods (subject to any applicable extension) set forth in Sections 4.4 and 9.5, as applicable, of this Agreement. If the Village is required to draw on the Maintenance Security by reason of Developer's failure to fulfill its obligations under this Agreement, then the Developer, within 10 days thereafter, shall cause the Maintenance Security to be increased to its full original amount, and the Maintenance Security shall not be returned until correction of said defect and acceptance by the Village of said correction, in accordance with Section 9.14 of this Article. The Village acknowledges that the Maintenance Security is intended to provide security against defects in material and/or workmanship and that such Maintenance Security is not intended to protect against other conditions or casualties such as theft, vandalism, physical damage or destruction from outside forces, or reasonably expected normal wear and tear.

9.14 Procedure for Acceptance of Public Improvements.

(a) Upon completion of any Public Improvement for any portion or Phase of the Proposed Development in accordance with this Agreement, and further, upon the submission to the Village of “as-built” plans for such Public Improvements and a certificate from the engineering firm employed by the Developer stating that the said Public Improvement, or portions of segments thereof, have been completed in conformance with this Agreement, the applicable Final Plans, and all other engineering plans and specifications relative thereto, the Village Manager or designee shall, within twenty (20) business days after the Village receives the aforesaid certifications from the Developer’s engineer, either: (i) recommend approval to the Corporate Authorities to accept said Public Improvement, or any specified part or component thereof; or (ii) designate in writing to the Developer or its designated agents all alterations which shall be required to obtain final acceptance of said Public Improvement, specifically citing the sections of the appropriate Requirements of Law or this Agreement relied upon. Final acceptance shall be further conditioned upon said Public Improvements having been constructed in conformance with the approved Final Plans.

(b) Upon recommendation by the Village Manager, the Village Board shall either: (i) find that said Public Improvement has been constructed in conformity with this Agreement, the Final Plans, and applicable Requirements of Law and thereafter accept said Public Improvement by resolution or otherwise in accordance with the Subdivision Regulations; or (ii) decline to accept said Public Improvement and specify wherein said Public Improvement or any parts or components thereof do not comply with this Agreement, the Final Plans, or any applicable Requirements of Law. The Village Board will respond to the Developer in writing with its determination of acceptance or rejection of the applicable Public Improvements under this paragraph within fifteen (15) business days after delivery of the Village Manager’s

recommendation. In the event the Village Board rejects the applicable Public Improvements under this Paragraph, Developer may resubmit a request for the acceptance of those Public Improvements in accordance with the provisions of this Section 9.14 after addressing any non-compliant parts or issues noted by the Village Board in its written rejection.

(c) Upon completion of any such Public Improvements by Developer and acceptance by the Village, the Developer agrees to convey and transfer said Public Improvements or any part thereof so accepted, to the Village by appropriate bills of sale or other instruments in a form acceptable to the Village. All Public Improvements for Phase I of the Proposed Development shall be completed, accepted, and dedicated or conveyed to the Village, as appropriate, prior to the issuance of any final certificate of occupancy for Phase I. All Public Improvements for any Future Phase of the Proposed Development shall be completed, accepted, and dedicated or conveyed to the Village, as appropriate, prior to the issuance of any final certificate of occupancy for that Future Phase. Notwithstanding the foregoing, if the Village determines, in its reasonable discretion, that any building and site qualifies for a temporary certificate of occupancy in accordance with this Agreement but for the final approval for acceptance of any required Public Improvement, then the Village will issue a temporary certificate of occupancy for such building upon the Developer posting adequate security with the Village in a form and amount acceptable to the Village, [which security may (but need not) be part of the overall performance security for the applicable development Phase] to assure the prompt completion and correction, if necessary, of such Public Improvements for final approval and acceptance by the Village at the earliest possible date.

ARTICLE X

Fees

10.1 Annexation Fees. The Village hereby waives payment of the Annexation Fee of \$500.00 per acre otherwise required by the Village Code with respect to the Property.

10.2 Professional Fees. The Developer shall pay or reimburse the Village for all expenses and fees reasonably incurred by the Village in connection with legal, engineering, plan review, and other consultant and staff services directly and specifically related to this Agreement, the annexation of the Property, and consideration and approval of the zoning and subdivision relief described in Article III of this Agreement (the “*Initial Entitlement Process*”). Beyond the Initial Entitlement Process, the Owner, Developer, or their successors in title shall (as to their respective development activities) pay or reimburse the Village for all legal, engineering, plan review, and other consultant and staff services directly and specifically related to the zoning, subdivision, development, or redevelopment of the Property, including without limitation Future Phase Final Plan review and approval and development of Future Phases.

10.3 Building Permit Fees. The Owner and Developer, in development of the Property, shall be subject to the same building permit fees as are generally applicable throughout the Village as of the date of any building permit application; provided, however, that no increase in building permit fees shall apply to the Property in connection with the construction of any Phase I improvements for which a building permit was applied for or obtained prior to the 180th day after the enactment of the Final PUD Ordinance or until sixty (60) days after the Village provides notice of the increase to the Owner and Developer (in the manner provided by Section 13.1 of this Agreement), whichever is later.

10.4 Hearing, Recordation Fees. The Developer shall pay or reimburse the Village for all costs reasonably incurred in connection with zoning, subdivision, and other development

applications, public hearings, meetings, transcripts, recordings, or other matters associated with development of the Property pursuant to this Agreement.

10.5 Capital Development Fee. In connection with the Proposed Development, the Developer shall pay a capital development acreage fee as required by Section 155.041 of the Village Code in the amount of \$2,700 per gross acre of the Property (“*Capital Development Fee*”). The Capital Development Fee shall be due prior to recordation of the Final Subdivision Plat.

10.6 School, Library, and Fire Impact Fees. The Developer shall comply with the applicable fire impact fee requirements contained in Section 155.210 of the Subdivision Code (“*Fire Impact Fee*”). Fire Impact Fees shall be paid at the time application is made for each individual building permit for Structural Improvements on any Lot within the Property and as a precondition to issuance of each such building permit. Fire Impact Fees for Phase I shall be calculated based on the fees established by Village Ordinance at the time the Final Subdivision Plat is approved. Fire Impact Fees for the Future Phase(s) shall be calculated based on the fees established by Village Ordinance at the time Developer applies for a building permit for any Structural Improvement within the Future Phase(s). No library or school impact fees shall be required in connection with the development of any Lot within the Property provided that such development is for exclusively non-residential uses. Should any Lot be rezoned and developed for residential use, the Developer shall pay the then-applicable library and school impact and transition fees as established by Village ordinances in effect at the time application is made for any building permit for construction of one or more residential units.

10.7 Kane County Transportation Impact Fees. Prior to the issuance of building permits for any Phase of the Proposed Development, the Developer shall pay and provide the Village proof, satisfactory to the Village, that the Kane County Transportation Impact fees for that Phase have

been fully satisfied and paid to the County of Kane (or adequate provision made therefore to the satisfaction of the County of Kane).

10.8 Other Fees.

(a) All other fees provided for by Village Codes and Ordinance that are generally applicable and uniformly applied and collected in connection with the development of property within the corporate limits of the Village, including all subdivision or planned unit development fees, shall be applicable to, and paid by the Developer (or Developer's successor in ownership of any Lot within the Property). However, no increase in fees related to the review or approval of a subdivision or planned unit development shall apply to the Property until thirty (30) days after the Village provides notice of the increase to the Owner and Developer (in the manner provided by Section 13.1 of this Agreement).

(b) Except as set forth in this Agreement, neither the Owner nor the Developer of the Property or any portion thereof shall be required to make any dedications, donations, contributions, or payments to the Village in connection with the development of the Property.

ARTICLE XI

General Provisions

11.1 Building Permits.

(a) The Village agrees that within ten (10) business days after receipt of a complete building permit application from Owner or Developer for the Proposed Development or any Phase or component thereof, the Village will either: (i) issue the requested building permits or (ii) issue a written response informing the Owner or Developer as to the specific deficiencies in

the application. All of building permit applications, plans, and specifications shall conform to this Agreement, the Final PUD Ordinance, Final Plans, and applicable Village Codes and Ordinances.

(b) Any resubmittal of an application for a building permit after issuance of a written response from the Village in accordance with paragraph (a) shall be processed in the same manner as a new application, except that no additional application fee shall be required therefor.

11.2 Occupancy Certificates.

(a) Within ten (10) working days after delivery of an application for final inspections of any Structural Improvement within the Proposed Development, the Village agrees to perform the requested final inspections and to either (i) issue a final certificate of occupancy, (ii) issue a temporary certificate of occupancy with a written response informing the Developer specifically as to what corrections are necessary as a condition to the issuance of a final certificate of occupancy, quoting the section of this Agreement, the Final PUD Ordinance, any applicable Village Codes and Ordinances, or other Requirements of Law relied upon by the Village in its written response, or (iii) issue a written response informing the Developer specifically as to what corrections are necessary as a condition to the issuance of a temporary certificate of occupancy, quoting the section of this Agreement, the Final PUD Ordinance, any applicable Village Codes and Ordinances, or other Requirements of Law relied upon by the Village in its written response. The Village shall grant individual certificates of occupancy for multi-tenant commercial or industrial buildings on a unit-by-unit or store-by-store basis in accordance with the then-current Building Code.

(b) Any resubmittal of an application for a Certificate of Occupancy after issuance of a written response from the Village in accordance with paragraph (a) shall be processed

within five (5) days after delivery of such resubmittal and no additional application fee shall be required therefor.

(c) The Village will issue temporary certificates of occupancy for buildings if the Village, in its reasonable discretion, determines that adverse weather conditions or other circumstances have not permitted the buildings and related Project Improvements to be completely finished and:

- (i) such buildings and related structures are in a substantially completed condition and are fit for habitation; and
- (ii) adequate security has been posted with the Village or other arrangements satisfactory to the Village have been made to assure that all required items necessary for issuance of a final certificate of occupancy shall be completed in a timely manner.

In applying the foregoing standards, the Village shall not delay issuance of a temporary certificate of occupancy where adverse weather conditions or other circumstances prevent construction or installation of final surface courses on private drives, final landscaping, final exterior façade improvements, interior cosmetic improvements, or final approval for acceptance of Public Improvements, and the Village reasonably determines that the building and related Project Improvements are otherwise complete, the building is weathertight, and the building is fit for occupancy in compliance with all applicable life safety codes. Temporary certificates of occupancy will be issued by the Village in accordance with this section for such term and duration as the Village reasonably determines to be necessary to ensure timely completion of all outstanding building elements and related Project Improvements.

11.3. Stop Orders.

(a) Prior to issuing any stop orders directing work stoppage on buildings or other Project Improvements on the Property or any part thereof (a “**Stop Order**”), the Village shall deliver to Developer (or Developer’s designated representative or employee) at the address set forth in Section 13.1 a written notice of intent to issue the Stop Order. Such notice shall specify in detail the reasons that the Stop Order is warranted, cite to the provisions of law pursuant to which the Stop Order will be issued, and specify a reasonable time period (being not less than five (5) business days) for the Developer to cure the conditions warranting the Stop Order. Notwithstanding the foregoing, no advance notice to Developer shall be required prior to the Village’s issuance of a Stop Order based on a violation of material life safety requirements or conditions that pose an imminent threat to public health or safety.

(b) Once issued, a Stop Order shall be immediately effective. Within 24 hours after the issuance of a Stop Order, the Village shall deliver a written notice to Developer (or Developer’s designated representative or employee) at the address set forth in Section 13.1 below, that sets forth in detail the reasons for such Stop Order and cites the provisions of law on which the Village issued the Stop Order. While a Stop Order is in effect, no work may proceed on the affected premises except as may be necessary to eliminate the conditions giving rise to the Stop Order.

ARTICLE XII

Obligations of Developer

Until such time as Owner or Developer initiates construction or development activities on the Property, Owner or Developer may continue to “passively” own the Property and continue the existing uses thereon subject to Article XV of the Zoning Code. Additionally, following

completion of Phase I of the Proposed Development, Owner or Developer may continue to “passively” own the Northern Parcel, and continue the existing uses thereon subject to Article XV of the Zoning Code, until such time as Owner or Developer commences a Future Phase of the Proposed Development. Owner or Developer shall not be required to alter the existing conditions of any part of the Northern Parcel prior to the issuance of a building permit for any Project Improvements on the Northern Parcel, or such portions thereof as may be resubdivided as separate Lot(s) for a Future Phase. Notwithstanding anything in this Agreement to the contrary, failure to commence the Proposed Development, or any Phase thereof, shall not be deemed a violation of this Agreement provided that the Property is used and maintained in compliance with this Agreement and all applicable Requirements of Law.

ARTICLE XIII

Miscellaneous Provisions

13.1 Notices. All notices hereunder shall be in writing and must be served either personally, by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier for next business day delivery, as follows:

If to the Village: Village of Huntley
 10987 Main Street
 Huntley, IL 60142
 Attn: Village Manager
 Tel: 847-515-5200
 Fax: 847-515-5245

With a copy to: Betsy Gates-Alford
 Filippini Law Firm
 990 Grove Street, Suite 220
 Evanston, IL 60201
 Tel: 312-300-6554
 Fax: 312-324-0668

betsy.gates@filippinilawfirm.com

If to Owner: 92131, LLC
c/o Gordon Stade
5680 N. Ruth Avenue
Monroe Center, IL 61052

If to Developer: Venture One Real Estate, LLC
Attn. Ryan Stoller and Mark Goode
9500 Bryn Mawr, Suite 340
Rosemont, IL 60018

With a copy to. Howard Goldblatt
O'Rourke, Hogan, Fowler & Dwyer, LLC
10 South LaSalle Street. Suite 3700
Chicago, IL 60603

or to such other address or addressee as any Party shall designate. A notice by any Party or its counsel may be sent to any other Party or to such other Party's counsel.

13.2 Binding, Effect, Term, and Amendment.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, and assigns, and upon any successor municipal authority of the Village, for a term of twenty (20) years from the Effective Date (the "**Term**"). The Parties acknowledge and agree that the benefits and burdens of the Owner and Developer under this Agreement shall run with the land and bind heirs, successors, and assigns in accordance with Section 13.14.

(b) This Agreement may be amended from time to time as to any portion of the Property by a written amendment executed between the Village and the owner(s) of such portion of the Property, without the consent of approval of any other Party, including the owners of any other portions of the Property not affected by that amendment.

13.3. Severability. In the event that any part of portion of this Agreement, or any provision, clause, wording, or designation contained within this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provisions, clause, wording, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions hereof.

13.4. Enforceability; Governing Law; Default; Remedies.

(a) This Agreement shall be enforceable by any court of competent jurisdiction by any of the Parties hereto by any appropriate action at law or in equity. This Agreement shall be governed by and enforced in accordance with the laws (but not the conflicts of law rules) of the State of Illinois.

(b) In the event of a material breach or default by any Party under this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, however, that (i) if the above-described breach cannot reasonably be cured within the thirty (30) day period described above, that thirty (30) day period will be extended for such additional period of time as is reasonable to accomplish the cure (but in no event more than 120 days from the original notice of default unless otherwise approved in writing by the non-defaulting Party) if the breaching Party has initiated the cure of said default within that thirty (30) day period and subsequently diligently proceeds to the cure the same; and (ii) any breach by the Owner or Developer that is reasonably determined by the Village to create an imminent hazard to human health or safety may be the subject of immediate action by the Village without notice or a 30-day delay.

(c) In the event the performance of any covenant or obligation to be performed hereunder by either the Owner, Developer, or the Village is delayed due to a Force Majeure event, then the time for such performance shall be extended by the duration of such Force Majeure event; provided, however, that a Force Majeure event shall not extend the time for any Party to make a payment of money required by this Agreement.

(d) The parties to this Agreement may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable laws, except that the Owner or Developer shall not seek or recover monetary damages against the Village or any of its officers, officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement; provided, however, Owner or Developer may seek to recover from the Village (but not from any of its officers, officials, agents, representatives, attorneys, or employees individually) sums (if any) owed by the Village to Developer or Owner hereunder. Notwithstanding this limitation on money damages, the prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial or administrative proceeding.

(e) The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(f) Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

13.5. Survival of Representations; No Merger.

(a) Each of the Parties hereto, for themselves, their successors, assigns, heirs, devisees, and personal representatives, agrees that the warranties and recitals set forth in the preamble to this Annexation Agreement are material to this Agreement, and the Parties hereby confirm and admit their truth and validity as of the Effective Date and hereby incorporate such representations, warranties, and recitals into this Agreement.

(b) The agreements and covenants contained in this Agreement shall survive the annexation of the Property and the recordation of this Agreement and shall not be merged.

13.6. Word Usage. Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

13.7. Captions and Paragraph Headings. The captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement.

13.8. No Disconnection. Owner or Developer shall not seek disconnection of the Property from the Village during the Term of this Agreement except upon the written consent of the Corporate Authorities.

13.9. Cooperation; Consents.

(a) The Village agrees that it will take no actions that will directly prevent the Developer from developing the Property in accordance with this Agreement.

(b) Whenever the consent or approval of any Party hereto is required in this Agreement, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness except as may be expressly set forth otherwise. When any consent by the Owner or Developer is required or provided for herein, such reference shall mean the consent of the Owner or Developer or their assignees or successors in title to the applicable portion of the Property.

13.10. Recordation. Subject to the terms of Section 2.3 hereof, the Parties agree to record in the Office of the Kane County Recorder of Deeds an original, or a true and correct certified copy, of this Agreement following its approval and execution by all Parties in the manner required by law.

13.11. Subsequent Amendments. It is understood that any requests for subsequent amendments to this Agreement, zoning changes, or subdivision requests may be filed by Owner or Developer or their successors, grantees, or assigns and processed by the Village as provided herein and in accordance with the Requirements of Law.

13.12. Waiver of Right to Challenge Fees. Owner and Developer hereby:

(i) waive their rights to contest the constitutionality, legality, or enforceability of any Village impact fee ordinance (including without limitation school, library, fire, and capital development fee ordinances) in effect as of the Effective Date; and

(ii) waive their rights to seek a refund of any Capital Development Fees, Fire Impact Fees, school or library impact fees, or other impact, transition, or development fees imposed or paid pursuant to this Agreement, with the exception of Kane County Transportation Impact Fees; provided however that the Village shall have no obligation to refund any fees paid to Kane County in the event such fee should be declared invalid or unconstitutional.

13.13 Reserved.

13.14. Liability and Indemnity of the Village.

A. Village Review. Owner and Developer acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, the Proposed Development, or the Project Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property, Proposed Development, or Project Improvements, and that the Village's review and approval of any such plans and the Project Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner or Developer, or any of their heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. The Owner and Developer acknowledge and agree that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right. Furthermore, neither the Village, the Owner, nor the Developer shall assert the invalidity or unenforceability of this Agreement, or any provision of this Agreement, nor shall either contest the validity or enforceability of this Agreement, or any provision in this Agreement, or the annexation of the Property to the Village, or the zoning of the Property in accordance with this Agreement.

C. Indemnity. The Owner and Developer agree to, and do hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review

and approval of any plans for the Property, the Proposed Development, or the Project Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property, the Proposed Development, or the Project Improvements; (iii) the development, construction, maintenance, or use of any portion of the Property, Proposed Development, or Project Improvements by the Owner or Developer; (iv) the collection and distribution of amounts paid by the Owner or Developer pursuant to this Agreement; (v) the performance by Owner or Developer of their obligations under this Agreement; or (vii) the Village's annexation and zoning of the Property as provided by this Agreement. The obligation to indemnify includes the obligation to pay any and all reasonable costs, consulting fees, expert witness fees and attorney fees incurred by the Village in defending any claim asserted against the Village.

13.15. Successors and Assigns.

(a) It is specifically understood and agreed that the Owner shall have the right (subject to compliance with the Requirements of Law including without limitation the Subdivision Code) to sell, convey, mortgage, or encumber all or any part of the Property and the improvements thereon to other persons, firms, corporations, or entities without the consent of the Village. All rights, privileges, and obligations of Owner under this Agreement shall inure to and be binding upon the Owner personally and upon any and all of the Owner's successors and assigns in title to the Property or any portion thereof. To assure that all successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Village and Owner shall cause this Agreement to be recorded against the Property with the Kane County Recorder of Deeds as provided herein, and Owner shall provide the Village with written notice of any conveyance of fee title to any portion of the Property within 30 days following the closing date.

(b) Notwithstanding anything to the contrary herein, upon the conveyance of record title to the entire Property from the Owner to the Developer or a Developer Assignee: (i) the Developer or its Assignee shall assume all obligations of Owner under this Agreement, and (ii) Owner shall be released from all obligations and liabilities under or in relation to this Agreement, and the Village will subsequently have rights of recourse only against the Developer or its Assignee, as applicable, subject to further transfers of fee simple title to all or any portion of the Property. Additionally, in the event that Developer assigns its right to acquire title to all or any portion of the Property to an Assignee, then all rights, privileges, and obligations of Developer under this Agreement relating to such portion of the Property conveyed to the Assignee shall inure to and be binding upon the Assignee personally and upon any and all of the Assignee's successors and assigns in title to that portion of the Property.

As used herein, the terms “Owner” and “Developer,” as they pertain to a particular portion of the Property, will each refer to the owner of fee simple title to that portion of the Property.

Upon a conveyance of fee title to the Property or any Lot, the Owner conveying such Property or Lot shall be released from any further obligations under this Agreement related to the Property or Lot conveyed that accrue after the date of that conveyance; provided, however, that, to the extent any Performance Security or Maintenance Security has been delivered to the Village in connection with the Property or Lot being conveyed, the current Owner will not be released from the obligations secured by that Performance Security or Maintenance Security until such time as the new owner has delivered a replacement Performance Security or Maintenance Security, as applicable, to the Village.

Notwithstanding anything in this Agreement to the contrary, no owner of a Developed Parcel (as defined below) shall have any liability under this Agreement for any “Obligation” (as defined below) except for Obligations relating solely to the use of that Developed Parcel or the construction, repair, or maintenance of improvements thereon, and, further, no breach of this Agreement by Owner, Developer, or any other party will restrict, impair or otherwise affect any Developed Parcel or the owner thereof. For purposes hereof, a “*Developed Parcel*” means any Lot that has been developed with a building for which a final certificate of occupancy has been issued by the Village and for which all public and private Project Improvements required by this Agreement to be completed prior to occupancy of that building have been so completed and (if applicable) dedicated and accepted to the Village or other public body (such building, public and private improvements and the related parcel of land being referred to herein as a “*Developed Parcel*”).

Upon full satisfaction of the duties and obligations of Developer or Owner under this Agreement to pay applicable fees (including capital development and impact fees) to the Village and to construct certain public and private improvements regarding a Developed Parcel (“*Obligations*”), the Village shall, at the request of Developer or Owner, issue a certificate in recordable form confirming that the specified Obligations have been fully satisfied for purposes of this Agreement with respect to that Developed Parcel, and the Parties agree that such Obligations shall be deemed to be fully satisfied for all purposes of this Agreement thereafter. Any certificate regarding satisfaction of Obligations shall not be construed to: (i) relieve Owner or Developer of any ongoing or future obligations regarding guarantee, repair, or maintenance of public or private improvements pursuant to this Agreement, any applicable Declarations, or the Final PUD Ordinance; or (ii) to excuse Owner and Developer’s obligations to use and maintain

the Developed Parcel at all times in conformity with the Final PUD Ordinance and other Requirements of Law.

13.16 No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or the Owner.

13.17 Written Assurances. Upon a written request from Developer, the Village will execute and deliver a “Written Assurance” (defined below) to Developer or to a prospective owner, tenant, investor or mortgage lender. A “**Written Assurance**” is a writing which states that, except as otherwise provided in that Written Assurance: (a) this Agreement has not been amended or modified in any manner not of record with the Kane County, Illinois Recorder; (b) to the best knowledge of the party executing and delivering the Written Assurance there are no defaults presently existing under this Agreement by the requesting party; and (c) there are no amounts presently due and owing to the party executing and delivering the Written Assurance from the party requesting the Written Assurance under this Agreement.

13.18 Zoning Confirmation Letter. Upon written request from Developer, the Village will execute and deliver a zoning confirmation letter substantially in the form attached hereto as **Exhibit M** to Developer or to a prospective owner, tenant, investor, mortgage lender or title company.

13.19 Exhibits. Exhibits A through N attached to this Agreement are, by this reference, incorporated into and made a part hereof. In the event of a conflict between an exhibit and the text of this Agreement, the text of the Agreement shall control.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals hereto on the day and year first above written.

VILLAGE:

Village of Huntley, an Illinois
Municipal Corporation

Village President

Attest:

Village Clerk

OWNER

92131, LLC
A Florida limited liability company

By: _____
Gordon Stade, Manager

Developer

VENTURE ONE ACQUISITIONS, LLC,
an Illinois limited liability company

By: _____
Ryan Stoller

Index of Exhibits

EXHIBIT A	Plat of Annexation and Property Legal Description
EXHIBIT B	Final Subdivision Plat
EXHIBIT C	Ordinance Amendment to the Zoning Code to Create ORI-1 District
EXHIBIT D	Annexation Petition
EXHIBIT E	Description of the Public Improvements
EXHIBIT F	Ordinance Annexing the Property
EXHIBIT G	RESERVED
EXHIBIT H	Ordinance Amending the I-90/ IL47 Gateway Plan
EXHIBIT I	Ordinance Rezoning the Property to the ORI-1 District and Approving a Special Use Permit and PUD for the Property
EXHIBIT J	Phase I Final Plans
EXHIBIT K	Form Performance and Payment Bond
EXHIBIT L	Form Public Improvements Maintenance Bond
EXHIBIT M	Form Zoning Confirmation Letter
EXHIBIT N	Village Signage Easement Location and Depiction of Signage Concept

Agenda Item: **Consideration – Approval of the February 25, 2021 Village Board Meeting Minutes**

Department: **Village Manager’s Office**



Introduction

The following meeting minutes are presented for Village Board approval:

- February 25, 2021 Village Board

Action Requested

A motion of the Village Board to approve the February 25, 2021 Village Board Meeting Minutes.

**VILLAGE OF HUNTLEY
VILLAGE BOARD
February 25, 2021
MEETING MINUTES**

CALL TO ORDER:

A meeting of the Village Board of the Village of Huntley was called to order on Thursday, February 25, 2021 at 7:00 p.m. in the Municipal Complex, Village Board Room, 10987 Main St., Huntley, Illinois 60142.

ATTENDANCE:

PRESENT: Mayor Charles Sass; Trustees: Ronda Goldman, Tim Hoeft, Niko Kanakaris, Harry Leopold, John Piwko and JR Westberg.

ABSENT: None

IN ATTENDANCE: Village Manager David Johnson, Deputy Village Manager Lisa Armour, Management Assistant Barbara Read, Director of Development Services Charles Nordman, Director of Public Works and Engineering, and Village Attorney John Cowlin.

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

SPECIAL RECOGNITION:

- a) 100th Anniversary of Huntley American Legion Post #673

Mayor Sass thanked the Legion for their service and presented the following recognition

WHEREAS, the American Legion has been a staunch advocate for veterans and their families since 1919; and

WHEREAS, Huntley American Legion Post #673 was established and has been serving Veterans and their families since February 2, 1921; and

WHEREAS, the American Legion was founded on the four pillars of care for veterans, a strong national defense, Americanism, and children and youth; and

WHEREAS, the American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill; and

WHEREAS, Huntley American Legion Post #673 has fulfilled the Legion's mission through programs with Huntley's Boy Scouts, Girl Scouts, Special Olympics Illinois, and Huntley High School and middle schools; to supporting the local churches and food pantries; and Veteran's programs such as TLS (Transitional Living Services), New Horizons, Operation Comfort Warrior, Honor Flight, Pits for Patriots, the Wall that Heals and Wreaths Across America to name a few; and

WHEREAS, the Huntley Legion is celebrating its centennial in 2021 an accomplishment to be proud of and mastered by few.

NOW, THEREFORE, on behalf of the Village of Huntley Board of Trustees, I, Charles H. Sass, Village President, do hereby congratulate and thank Huntley American Legion Post #673 for their 100 years of service to Veterans and the Huntley Community.

Commander Mike Stojak and Board Member Patrick Conley accepted the certificate and thanked the Village Board for the recognition

PUBLIC COMMENTS:

Deputy Village Manager Lisa Armour read the Public Comments and were received via e-mail prior to the meeting:

Katie Clark-Keene, 11064 2nd Street: "I feel permanent concrete pads would negatively impact the already minimal green space on the square. This would alter the feel entirely. Please reconsider leaving the design as it is."

Nicole Simons: "It has been brought to my attention that there are some intended improvements to be made on the Square. While I loved the addition of the picnic tables last year and am pleased to see that they will continue to be part of the Square's aesthetic I am concerned with the amount of intended concrete that will be put down. While I understand the need to stabilize the tables I do prefer the Square to retain its grassy picnic like atmosphere. The grass areas lend the Square to be more park like. I hope the board can keep these considerations in mind while continuing to beautify Huntley. Thank you."

Sheri Turner: "I'm requesting that Huntley does not take away any of the grass area for picnic tables. I love the grass area. Please don't turn our downtown park into cement city. Thanks for your consideration. A downtown resident"

Karen Langhenry, 11001 Church Street: "I was recently informed about the plans for the downtown area. I really hope you consider not eliminating the green grass area of the downtown park. As a resident of Huntley for about 20 year, the grass area of the downtown area offers many families and residents a place to picnic, play, and enjoy the park-like setting. There is no need to eliminate 170 square feet of grass and place concrete/pavers. This would negatively impact the small amount of green space on the square and would alter the feel entirely making it cold and unwelcoming. Also the cost at a minimum of \$38,000 to \$51,000 is a waste of taxpayers' money. Please reconsider leaving the design as it is and letting the residents of Huntley have green space to enjoy."

Laura Mraz, 11017 N. Woodstock: "It has been brought to my attention that there is a proposal to dig up some of the grass in the square and pour concrete blocks to hold the picnic tables. As a business owner downtown, as a building owner downtown, and downtown resident, the thought of spending funds to pour concrete blocks does not appeal to me and would strongly oppose the use of those funds to do so. The addition of the picnic tables last year was wonderful, and despite COVID, allowed people to gather safely. These tables were used daily – and well into the winter months. It was a pleasant site – people outside, dogs laying underneath tables, kids playing, etc. Adding concrete would totally change the viewpoint. Now we have stained concrete when spills occur, less space for blankets/sitting at summer concerts, trip hazards, etc. Now instead of a park, we would have a parking lot. If the intent is to create more space – consider adding walking paths and tables to the Caddy Building green space. More room, more people, more spending downtown, and more activity in the downtown area. Thank you for your reconsideration. Laura M Mraz / Ken J Mraz
Owner, LMM & Associates, Inc (PO Building)
Owner, Post Office Building
Church St Resident

Public Comment – In attendance:

Mike Figolah, 41W092 Derby Court, Huntley, said he lived in the Prairie Oaks Subdivision in unincorporated Huntley. Regarding Project Pumpkin he noted the 20 foot tall berm in Phase 2 and asked that the height of the berm be a consistent 20 feet high and not fluctuate with the landscape of the property. Mr. Figolah asked that instead of planting grass that they plant wild flowers so the area will look more like the existing land and will not need maintenance. Mr. Figolah noted page 12 and 13 of the staff report and asked that the wording regarding no unattended vehicles be parked on Freeman Road be changed to no vehicles be parked on Freeman Road as the neighbors have concerns that the truck drivers will park and sit in their vehicles if they are waiting for their time to enter on to the property. Mr. Figolah asked that they be allowed to see Phase 2 documents when they become available to staff as their biggest concern is what the visual will be from the existing houses. Mr. Figolah thanked the Village Staff for all the great communication with the residents and all they have done. Village Manager Johnson stated that Staff will continue the dialogue with the residents.

ITEMS FOR DISCUSSION AND CONSIDERATION:

- a) Consideration – Approval of the February 11, 2021 Village Board Meeting Minutes

Mayor Sass noted that Trustee Kanakaris was absent from the February 11th meeting and asked if the Village Board had any comments or changes to the Minutes; there were none.

A MOTION was made to approve the February 11, 2021 Village Board Meeting Minutes.

MOTION: Trustee Leopold

SECOND: Trustee Goldman

AYES: Trustees: Goldman, Hoeft, Leopold, Piwko, and Westberg

NAYS: None

ABSENT: None

ABSTAIN: Trustee Kanakaris

The motion carried: 5-0-0-1

- b) Consideration – Approval of the February 25, 2021 Bill List in the amount of \$466,133.38

Mayor Sass reported that the FY20 Budget expenditures total \$14,048.07; the FY21 Budget expenditures total \$450,022.74; and \$91,460.25 (19.7%) is the sum of quarterly dispatch services to SEECOM.

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

A MOTION was made to approve the February 25, 2021 Bill List in the amount of \$466,133.38.

MOTION: Trustee Westberg

SECOND: Trustee Hoeft

AYES: Trustees: Goldman, Hoeft, Kanakaris, Leopold, Piwko, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

c) Discussion – Proposed Annexation and Development of Approximately 261 Acres Commonly Known as 41W368 Freeman Road

Director of Development Services Charles Nordman reviewed the following Power Point presentation and reported:

Introduction

- Venture One Acquisitions (Venture One) was before the Village Board on January 14th regarding plans to annex and develop the property commonly known as the Stade Farm, 41W368 Freeman Road.
- Venture One is proposing to annex the entire 261-acre property and immediately develop the southern 152 acres (Phase One) with a building of approximately 630,000 square feet for a distribution center with an office component (approximately 44,186 square feet) and up to 1,000 jobs, for an investment of approximately \$100 million.
- With exception to Lot 1 (and associated detention and stormwater management Lots 3 and 4), a specific user has not been identified for the remaining property as part of the entitlement process.

Plan Commission Review

- All zoning actions were considered at a public hearing before the Plan Commission on February 22nd.
- The Plan Commission recommended approval of the requested actions by a vote of 5-1.
- In order to facilitate public review and comment on the proposed development prior to the formal noticed public hearing, the project was presented for informal review and discussion at Plan Commission meetings on January 25th and February 16th.
- Public comments from the residents in the neighboring unincorporated subdivision to the east were submitted in writing and made orally at both meetings.
- Staff has worked with the developer to address the concerns expressed by the Plan Commission members and residents as much as possible.
- In particular, the developer has modified the plans to increase screening/buffering between the development and the residential properties, including:
 - Increased setbacks for buildings
 - Increased setbacks for parking
 - Adding a 20 foot tall berm along the east lot line of the northern parcel
 - Adding a 12 foot tall sound wall along the east side of the truck court

Entitlements and Necessary Approvals

The formal entitlement process includes the annexation of the property and approval of an annexation agreement by the Village Board in addition to the following:

- Amending the Zoning Ordinance to create a new ORI-1 zoning district.
 - A Planned Unit Development (PUD) is also allowed as a special use and will include approval of deviations from the general standards for the ORI-1 district and/or the general standards for PUDs under Section 156.070 of the Zoning Ordinance.
- Re-zoning (map amendment) the property to the new ORI-1 district.
- Amending the I-90/IL 47 Gateway Plan to identify the property for Light Industrial. It is currently shown as Business Park and Flex Space.
- Approving a special use permit, PUD, and preliminary/final plat of subdivision for the property that:

- Divides the 261-acre property into Lots 1 (and associated detention and stormwater management Lots 3 and 4), 2 (northern parcel of 109 acres), and 5 (right-of-way)
- Authorizes all of the desired special uses for the entire property.
- Grants preliminary and final PUD approval for Lot 1 based on the specific plans for immediate development.
- Grants preliminary and final PUD approval for Lot 2 as a second phase of the development.
 - This approval would allow Lot 2 to be developed for any of the approved uses in accordance with the design standards that are incorporated into the PUD ordinance specifically for this development. It would not approve detailed plans. To undertake any future development on Lot 2 that is within the PUD parameters, the owner will be able to come in for administrative approvals (e.g. building permit, stormwater permit, access permit, etc.) and the detailed plans would be reviewed in that context.
- Any further subdivision of Lot 2 would require subdivision plat approval in accordance with the Subdivision Code, but the discretionary zoning and PUD approvals would be in place.
- A public hearing for the annexation will be conducted by the Village Board on March 11th. The Plan Commission's recommendations will also be considered at this same time.

Village Manager David Johnson reviewed a Power Point presentation and reported:

Annexation Agreement Summary

- No request for incentives
- Provides process for adoption of new Zoning District and approval of PUD Ordinance that establishes approval process for Phase One and Phase Two
- Capital Development Acreage Fee - \$2,700 per gross acre - total of \$704,700 payable to the Village for future infrastructure improvements
- Contribution for Entryway Signage on Freeman Road - \$25,000
- Resurfacing of approximately 900' of Freeman Road from the western end of the property east to the point where previous improvements for the Weber project ended - \$125,000
- New public Access Road (Venture Court) built to public roadway standards and dedicated to the Village, with access point at existing signalized access point at Factory Shops Boulevard
- Second signalized intersection at eastern access point that aligns with Weber Drive
- Requirements for additional berming, landscaping, and sound barriers along the eastern side of the property to enhance screening from adjacent residential neighborhood (additional details will be presented at the meeting)
- Water and sewer tap-on fees waived
- Annexation to the Huntley Park District

Financial Impact

Estimated total property tax of approximately \$800,000 for the Phase One project. The Village would receive approximately \$50,000.

Village Manager Johnson reported that a representative from the project was in attendance and Ryan Stoller, Principal of Venture One Real Estate was listening to the meeting via dial-in and available to answer questions.

Mayor Sass asked if the Village Board had any comments or questions.

Trustee Piwko thanked both the petitioner and Staff for working so well and stated that this project is a win-win for all. Trustee Piwko asked for clarification that the only fees to be waived are the water and sewer tap-on fees; Village Manager Johnson stated that the water and sewer tap-on fees are the only waived fees.

Trustee Goldman asked about how the Park District property was involved; Village Manager Johnson stated the property will be annexed into the Huntley Park District as it is currently not within their jurisdiction.

Trustee Westberg complimented Staff on the outstanding job and thanked Venture One for working with the adjoining residents.

Trustee Hoeft thanked Venture One for working to make the adjoining residents happier with the end result.

Mayor Sass thanked Mr. Stoller and stated that they were a great group to work with. Mr. Stoller thanked Staff and the Village Board.

Village Manager Johnson reported that a Public Hearing on the Annexation will be conducted at the March 11, 2021 Village Board meeting and that no formal action is requested from the Village Board at this meeting.

d) Consideration – A Resolution Authorizing a Bid Award to Dahm Enterprises, Inc. for the 2021-2023 Biosolids Management Program

Director of Public Works and Engineering Timothy Farrell reported that the East and West Wastewater Treatment Plants (WWTP) have facilities to process and store biosolids. As part of the WWTP process, each day solids must be removed from the primary waste treatment stream. Waste sludge is diverted to a solids holding tank and remains under aeration for a minimum of two weeks. Following this treatment, waste sludge is mixed with polymer before being sent through a belt filter press. The result of this final process is a sludge cake which is stored onsite within sludge storage pads. The service contractor removes sludge from the WWTP storage pad, distributes onto agricultural farm fields and incorporates into the soil in accordance with regulatory land application rates. Included in this service, the contractor provides the Village with the appropriate laboratory and manifest data needed to comply with the regulatory authorities including the IEPA, IEMA, and USEPA.

The East WWTP has three oxidation ditches. Ditch #1 was overhauled during the 2019 plant expansion. Ditches #2 and 3 were constructed and put into service in 2000 and have been in continuous operation since. Raw wastewater is pumped into the ditches and combined with return sludge from the secondary clarifiers to facilitate the nitrification process. Aeration disks are placed within the ditch to provide oxygen transfer and mixing. To operate at their full potential, oxidation ditches require periodic cleaning. The ditch must be isolated from the plant process, drained and cleaned. Sand and grit which settles to the bottom of the ditch must be removed. This work requires certain equipment and a workforce to accomplish the tasks in a timely manner. The ditch needs to return to operation as soon as possible.

On Thursday, February 4, 2021, the Village received bids from three contractors for the Biosolids Management Program. Based on an average of 4,500 cubic yards of sludge annually required for land application disposal, three days of equipment and labor for oxidation ditch cleaning producing three loads for disposal in a landfill, the Year 1 bid results are summarized as follows:

Contractor	Year 1 Total Bid	Year 2 Total Bid	Year 3 Total Bid
Dahm Enterprises, Inc., Woodstock, IL:	\$97,995.00	\$101,370.00	\$97,185.00
Stewart Spreading, Inc. Sheridan, IL:	\$115,650.00	\$117,180.00	\$119,517.00
Synagro Central, LLC, Elgin, IL:	\$146,029.50	\$150,432.90	\$154,958.49

Staff Analysis

Staff has reviewed the Bids and all is in order for approval of the Bid award to Dahm Enterprises, Inc.

The contract may be cancelled by the Village in whole or in part by written notice to the Contractor upon non-performance or violation of contract terms. The Village reserves the right to terminate the service at any time during the term of the contract upon thirty-business days written notice to the Contractor. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the Village, shall constitute contract default.

Financial Impact

The FY21 budget includes \$90,000 in the Wastewater Operating Fund, line item 520-60-66-6150 for Sludge Disposal and \$25,000 in the Wastewater Capital Improvement and Equipment Fund, line item 525-00-00-8005 for Oxidation Ditch cleaning. The FY22 and FY23 Budgets will be presented with funding for the Year 2 and 3 work.

Mayor Sass asked if the Village Board had any comments or questions.

Trustee Hoeft stated that the Alternate Bid showed trucking costs only and asked who would be loading. Director Farrell stated that Dahm Enterprises will be loading and trucking to the land application.

There were no other comments or questions.

A MOTION was made to approve a Resolution Authorizing a Bid Award to Dahm Enterprises, Inc. for the 2021-2023 Biosolids Management Program.

MOTION: Trustee Piwko

SECOND: Trustee Goldman

AYES: Trustees: Goldman, Hoeft, Kanakaris, Leopold, Piwko, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

- e) Consideration – A Resolution Approving a Proposal Award to Crescent Electric and KSA Lighting & Controls for the 2021 LED Street Light Program

Director of Public Works and Engineering Timothy Farrell reported that the LED Street Light Program has allowed the Village to replace 692 High Pressure Sodium (HPS) fixtures with LED resulting in an incentive amount of \$91,260.00 to date paid to the Village by ComEd. The Village can also expect approximately \$25,000.00 of energy savings annually due to the reduced wattage of the LEDs.

The Village is planning to participate in the ComEd Energy Efficiency Program again in 2021 and continue the LED Street Light Program on Del Webb Blvd, Hemmer Road, in Georgian Place, and Cider Grove Subdivision totaling 250 fixtures to be replaced. The total material cost for 2021 is \$91,169.82 and Public Works Staff will be performing the installation of the new LED fixtures to increase the cost savings as compared to contractor installation. The Village has been approved by ComEd, which serves as a Notice to Proceed and also reserves the incentive funds of \$9,437.40. Ordering of the materials will take place immediately with fixture replacement beginning in April.

The following proposals were received for Georgian Place and Cider Grove Subdivision and are based on unit pricing with adjusted fixture quantities of 126:

Crescent Electric Supply	\$38,469.82
Steiner Electric	\$39,690.00
Consolidated Electric	NO RESPONSE

The following proposal was received for Del Webb Blvd. and Hemmer Road and is a sole source factory direct purchase through the Sternberg Agent (KSA Lighting & Controls) and is based on unit pricing with adjusted fixture quantities of 124:

KSA Lighting & Controls	\$52,700.00
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Staff Analysis

Material unit pricing and the preapproval of incentive funds has been reviewed by Public Works and Engineering Department staff. All is in order to award the proposals for the 2021 LED Street Light Program to Crescent Electric in the amount of \$38,469.82 and to KSA Lighting & Controls in the amount of \$52,700.00 to order lighting materials.

Financial Impact

The FY21 Budget includes funding in the Streets Improvement and Roads & Bridges Fund, line item 420-00-00-8000 for the LED Street Light Program.

Mayor Sass asked if the Village Board had any comments or questions.

Trustee Hoeft noted that the KSA bid had 2019-2020 dates. Director Farrell reported that he will have the dates updated.

There were no other comments or questions.

A MOTION was made to approve a Resolution Authorizing the Purchase of Lighting Materials from Crescent Electric and KSA Lighting & Controls for the 2021 LED Street Light Program.

MOTION: Trustee Hoeft

SECOND: Trustee Leopold

AYES: Trustees: Goldman, Hoeft, Kanakaris, Leopold, Piwko, and Westberg
NAYS: None
ABSENT: None
The motion carried: 6-0-0

- f) Consideration – A Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for Design Engineering Services of the East WWTP UV Disinfection System Replacement

Director of Public Works and Engineering Timothy Farrell reported that the treated effluent from the East Wastewater Treatment Plant (WWTP) is required to be disinfected prior to discharge into the receiving stream in accordance with NPDES Permit No. IL0029238. The ultraviolet (UV) light disinfection system at the East WWTP was innovative technology at the time it was installed in 2000 but has since been redesigned and redeveloped by manufacturers in favor of more energy efficient and better performing units. Therefore, an in-kind replacement system is not available. At over 20 years old, the current UV disinfection system is beyond its useful life and has become increasingly difficult to repair and maintain due to the frequency of failure and obtaining replacement parts.

The 2015 Master Utility Plan identified the East WWTP UV system replacement as a necessary project. The 5-year CIP identifies FY21 for design engineering and FY22 for replacement. A new UV disinfection system replacement is estimated at approximately \$600,000 including engineering.

Staff Analysis

Staff has received a proposal from EEI in the amount of \$49,860.00 for design engineering services to replace the UV disinfection system at the East WWTP. Engineering services will include identifying a system that will physically fit in the existing concrete channels with limited structural and electrical modifications required. The detailed scope of services includes: investigate UV system manufacturer options, electrical investigations/design, hydraulic profile analysis, systems integration, develop plans and specs for permitting and bidding, IEPA permitting, bidding and contracting award, and grant assistance.

The ComEd Energy Efficiency Program offers grants for energy efficiency projects for municipalities. The grants are based on the amount of energy savings. At present, the grant energy savings rate is \$0.12/kW-hr with grants available up to \$250,000. Based upon an average annual energy savings of 1,056 kWhrs/day or 193,248 kWhrs, a grant of approximately \$23,200 could be secured. There are no application deadlines for this program. The ComED program does not require a WWTP Energy Assessment before a grant application. It is recommended to pursue the ComED Energy Efficiency Grant for the UV disinfection system replacement project.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies “*Preserve and Enhance Quality of Life for Village Residents*” as a Strategic Priority, and “Protect Natural Resources” as a Goal.

Financial Impact

The FY21 Budget includes funding in the Wastewater Capital Improvement and Equipment Fund, 525-00-00-8005 for design engineering services of the East WWTP UV disinfection system replacement.

Director Farrell reported that a representative from EEI was in attendance to answer questions.

Mayor Sass asked if the Village Board had any comments or questions.

Trustee Leopold noted that this was another unfunded mandate that the residents must pay.

There were no other comments or questions.

A MOTION was made to approve a Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for Design Engineering Services of the East WWTP UV disinfection system replacement.

MOTION: Trustee Leopold

SECOND: Trustee Hoeft

AYES: Trustees: Goldman, Hoeft, Kanakaris, Leopold, Piwko, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

- g) Consideration – A Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. for the Nutrient Assessment Reduction Plan (NARP) Phase 1 (In-Stream Data Monitoring and Analysis) in the Amount of \$81,500

Director of Public Works and Engineering Timothy Farrell reported that the Nutrient Assessment Reduction Plan (NARP) is a requirement to be incorporated in many Illinois National Pollutant Discharge Elimination System (NPDES) permits for major publicly owned treatment works (POTWs) that discharge into a receiving waterbody which is impaired or at risk of eutrophication (excessive richness of nutrients in a lake or other body of water, frequently due to runoff from the land, which causes a dense growth of plant life and death of animal life from lack of oxygen).

The purpose of the NARP is to identify phosphorus input reductions and other measures needed to help ensure that dissolved oxygen and offensive aquatic algae and aquatic plant criteria are met throughout a watershed.

Staff Analysis

The Village of Huntley is required to develop a NARP by December 31, 2024, in accordance with Special Condition (SC) 23 of the Village's NPDES Permit (No. IL0070688) for its West Wastewater Treatment Plant. The recently renewed NPDES Permit for the East WWTP also includes the same NARP requirement. This is a significant effort and will require the Village to evaluate the management objectives for the NARP, assess data gaps that need to be filled, collect data to fill the gaps, develop tools (such as models) to assist with evaluating targets and management scenarios, and apply the tools to reach consensus on specific projects to be included in the NARP. The preliminary NARP work plan was completed in 2020 and is the first step in this process. It identified the scope, schedule, and budget for subsequent work that is required to produce the NARP over the next several years. In 2021, the work focuses on conducting in-stream data monitoring and analysis.

Related to the NARP, the permit also contains (SC 22), which will require a Total Phosphorus (TP) discharge limit of 0.5 mg/l by January 1, 2030. This SC is also being applied to many NPDES permits

throughout the State. Currently, both the East and West Wastewater Treatment Facilities can meet a 0.5 mg/l TP discharge limit even though the current permit contains a 1.0 mg/l discharge limit. However, the Village needs to evaluate if the facilities can meet the 0.5 mg/l on a consistent basis. Village staff will evaluate TP removal capabilities over the next several years and assess if 0.5 mg/l is consistently feasible with current processes.

(SC) 23 addresses the consequence of the Village if a NARP is not prepared and submitted. Essentially, the Village would be subject to a TP discharge limit of whatever the EPA deems appropriate which may very well be below 0.5 mg/l identified in (SC 22) and at a much sooner timeframe. This would require a multi-million dollar investment at each facility to implement process equipment to achieve.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies “*Preserve and Enhance Quality of Life for Village Residents*” as a Strategic Priority, and “Protect Natural Resources” as a Goal.

Financial Impact

The FY21 Budget includes funding in the Wastewater Capital Improvement and Equipment Fund, 525-00-00-8005 for the NARP in-stream data monitoring and analysis.

Mayor Sass asked if the Village Board had any comments or questions.

Trustee Leopold stated that this was another unfunded mandate.

There were no other comments or questions.

A MOTION was made to approve a Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. in an Amount of \$81,500 for the Nutrient Assessment Reduction Plan (NARP) Phase 1 (In-Stream Data Monitoring and Analysis).

MOTION: Trustee Leopold

SECOND: Trustee Piwko

AYES: Trustees: Goldman, Hoeft, Kanakaris, Leopold, Piwko, and Westberg

NAYS: None

ABSENT: None

The motion carried: 6-0-0

h) Consideration – A Resolution Approving Construction in the Route 47 Right-of-Way

Mayor Sass reported that any person, firm or corporation desiring to do work on State maintained right-of-way must first obtain a written permit from IDOT. This includes any emergency work on broken water mains or sewers.

A surety bond is required with each permit application to ensure that all work is completed in accordance with state specifications and that the right-of-way is properly restored. For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. The resolution does not relieve contractors hired by the municipality from conforming to the normal bonding requirements nor from obtaining permits.

Staff Analysis

The Village has approved similar resolutions in previous years. The resolution, if approved, will be effective for 2021 and 2022.

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

A MOTION was made to approve a Resolution Approving Construction in the Route 47 Right-of-Way.

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

- i) Discussion – Direction Regarding Downtown Square Picnic Tables with Alternative Layouts and Costs

Village Manager David Johnson reported that the Village is exploring the options of adding permanent sites with picnic tables and removable picnic tables in the Downtown Square in various quantities and configurations given the positive feedback received during the height of the pandemic in the summer of 2020 where temporary picnic tables were provided in support of local businesses. The tables were provided by the Huntley Park District.

Staff reached out to William Ruth Landscape to request a cost estimate and conceptual designs of permanent sites and configurations. There are three primary hybrid options for design and configurations utilizing a total of twelve tables and a combination of permanent sites and removable tables in locations similar to what was used in the summer of 2020.

The permanent sites are approximately 12' x 15' in size and provide an accessible path of travel around the perimeter of the site as well as accommodations for additional groups of people to gather and congregate on the other side of the large 8' x 5' picnic table and/or the seat wall surrounding the site. The three hybrid options comply with ADA Guidelines. Per ADA Guidelines, if there are less than twenty tables, then at least one ADA table must be provided. For aesthetic purposes and additional space for gathering and congregating, all permanent sites are proposed with the same size and provide an accessible path of travel.

Staff Analysis

- Hybrid Option #1
This option includes four permanent sites with picnic tables and eight (8) removable picnic tables. This option is currently estimated at \$38,000.00. The approved budget amount is \$36,000.00.
- Hybrid Option #2
This option also includes five permanent sites with picnic tables and seven removable picnic

tables. This option is currently estimated at \$44,500.00.

- Hybrid Option #3

This option includes six (6) permanent sites with picnic tables and six (6) removable picnic tables. This option is currently estimated at \$51,000.00.

With the different quantities, layouts, and costs of the proposed work and installation of the permanent picnic table sites and removable tables, staff is requesting direction for the following items:

- A preferred hybrid approach with a combination of permanent picnic tables sites and removable picnic tables
- Quantities and layouts preferred as seen in the Hybrid Option Exhibits
- Direction regarding the design, color, and shape of the picnic tables

Mayor Sass asked if the Village Board had any comments or questions.

Trustee Piwko stated that he was against this proposal during budget planning as a waste of money and there being no need to add more concrete to the Square. Trustee Piwko stated that by not doing this, the funds budgeted could be used for more tables or a variety of different size tables.

Trustee Goldman stated that she was opposed to this when it was proposed as there is no need for permanent locations for picnic tables. Trustee Goldman stated that she does not support any of the options.

Trustee Westberg stated that he has photos from November of residents moving the tables to the sidewalk due to mud under the tables. Trustee Westberg stated that he is reluctant about the size of the pad but that he supports Option A. Trustee Westberg stated that the Village should use the money saved by not having to contribute to the MC Ride bus service. Trustee Westberg stated that there should also be a way to secure the tables to the cement pads.

Trustee Hoeft stated that he supports Option 1 and agreed to the use of MC Ride funds. Trustee Hoeft stated that there is a need for ADA compliant tables.

Trustee Leopold stated that he originally approved of the proposal for permanent picnic tables in the Square but listening to the five (5) public comments of residents not wanting them he changed his mind and does not support any of the options.

Trustee Kanakaris stated that there should be one (1) ADA compliant table and stated that cement should be placed only directly under the tables and not add additional walk ways around them. Have only enough cement so the tables are not directly on the grass.

Trustee Piwko asked Special Events Manager Barb Read to give feedback on the proposal.

Manager Read reported that anywhere in the Square that is adjacent to a sidewalk or the paver paths in the Square are used on a regular basis for booths/tents during the Farmers Market and other events. Having permanent picnic tables in those spots then cannot be used as there are particular set ups for the Farmers Market, Family Fun Day, 1st Friday Nights, etc.

Having permanent picnic tables during concerts will take away valuable seating. Our concerts have a minimum of 750 people up to 2,500 per concert. People naturally set up their chairs in rows one after the other starting on Coral Street in front of the stage all the way back to and on Main Street. Having permanent tables along the Coral Street side of the Square will hinder the opportunity for more people to see the bands. Ms. Read stated the plan for this year's concert season (if they are allowed to happen by the State) is to move the temporary tables out of the Square and on to Main Street and the most east side of Coral Street so as not to block the view from the people sitting on the grass on blankets and in lawn chairs.

Ms. Read noted her safety concerns with the seat walls as she has witnessed people on skateboards trying to do tricks on the benches and on the seat wall around the gazebo. Ms. Read stated that she also has to set up barricades around the stage after concerts in order to keep skateboarders off of jumping up on to the stage. Adding more seat walls will be unsafe.

Ms. Read requested that if there must be permanent picnic tables that they are placed on the Woodstock Street side of the Square and only two (2) on Main Street side of the Square.

Mayor Sass asked if the Farmers Market vendors could use the picnic tables; Ms. Read said no as they have a particular way of displaying their goods.

Trustee Kanakaris asked if the Farmers Market could be set up totally on Coral Street and Church Street. Ms. Read stated that the Farmers Market has grown and is land locked so the Square is also used.

Trustee Hoeft stated that the fourth (4th) option should be used and that is to not have any seat walls, pave only under the three (3) non-ADA tables enough to not have them placed directly on the grass and move the two (2) Coral Street side tables to Woodstock Street. Trustees Westberg and Kanakaris agreed.

This item was for policy direction only regarding Downtown Square Picnic Tables with Alternative Layouts and Costs.

VILLAGE ATTORNEY'S REPORT: None

VILLAGE MANAGER'S REPORT: None

VILLAGE PRESIDENT'S REPORT: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

Trustee Leopold suggested using Covid funds for lighting the intersection of Route 47 and Kreutzer Road due to safety reasons. Village Manager Johnson stated that Staff will look into using these funds.

EXECUTIVE SESSION: None

ADJOURNMENT:

There being no further items to discuss, a MOTION was made to adjourn the meeting at 8:06 p.m.

MOTION: Trustee Kanakaris

SECOND: Trustee Westberg

The Voice Vote noted all ayes and the motion carried.

Respectfully submitted,

Barbara Read
Recording Secretary

DRAFT

Agenda Item: March 11, 2021 Bill List in the amount of \$519,366.72

Department: Finance Department

Included in the agenda packet is the March 11, 2021 Bill List. The Bill List has been reviewed by Staff. All is in order for Village Board consideration at this time.

- Bills Payable Fund Summary Report
 - Bill List - Detail Board Report \$ 519,303.72
 - Bill List – Petty Cash Checking Account \$ 63.00
-
- Total for approval \$ 519,366.72

- Payroll - 2/25/21 \$ 445,392.25

Village Board Action

A motion by the Village Board to authorize payment of the March 11, 2021 Bill List in the amount of \$519,366.72.

- FY20 Budget expenditures total \$153,362.13.
- FY21 Budget expenditures total \$366,004.59.
- \$170,162.10, or 32.8% is the sum of development impact fees, and budgeted project expenditures.
 - \$115,208.00, to other taxing bodies for development impact fees.
 - \$16,594.26, payment to Rush Power Systems for Well#10 Emergency Generator Rehab.
 - \$38,359.84, payment to State Treasurer, Illinois Department of Transportation for the Reed Road Multi Use Path.

Reviewed by: 
Village Manager

Reviewed by: 
Finance Director



AGENDA ITEM
VILLAGE BOARD MEETING: 3/11/2021
Bills List Fiscal Year End 12/31/2021

The following is a breakdown by Fund for the March 11, 2021 Bills List.

FUND	DEPARTMENT	TOTALS
100	General Fund *(Non-Expense Related Items)	\$236,737.30
100-10	Legislative & Executive	\$9,923.32
100-20-10	Village Manager's Office	\$459.37
100-20-21	Human Resources	\$700.30
100-20-22	Information Technology	\$2,137.95
100-30	Finance	\$10,299.33
100-50	Police Department	\$8,337.64
100-60-10	PW Admin/Engineering	\$386.51
100-60-61	Streets/Underground	\$114,419.03
100-60-62	Buildings & Grounds	\$208.13
100-70	Development Services	\$6,813.78
230	Public Liability Insurance	\$9,670.86
400	Capital Projects Fund	\$38,359.84
410	Facilities & Grounds Maintenance	\$5,798.72
480	Equipment Replacement	\$191.84
510	Water Operating	\$17,075.94
515	Water Capital Fund	\$17,536.01
520	Wastewater Operating	\$33,286.72
525	Wastewater Capital Fund	\$4,895.55
600	Benefits Fund	\$1,155.54
700	Escrow Agency Fund	\$973.04
	3/11/21 Bills Payable	\$519,366.72
	2/25/2021 Payroll Date	\$445,392.25
	Total Payroll	\$445,392.25
	Total Disbursements	\$964,758.97

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



DETAIL BOARD REPORT 3/11/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
102 - ADT LLC	
SECURITY CAMERA SERVICE - PW BAKLEY & DOWNTOWN SQUARE	
<i>Facilities & Grounds Maintenance</i>	\$406.18
102 - ADT LLC Total	\$406.18
1034 - MIDAMERICAN ENERGY SERVICES LLC	
ELECTRICITY	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$10,135.20
<i>Water Operating Fund-Public Works-Water</i>	\$5,529.99
1034 - MIDAMERICAN ENERGY SERVICES LLC Total	\$15,665.19
1041 - DYNEGY ENERGY SERVICES	
ELECTRICITY	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$7,067.38
1041 - DYNEGY ENERGY SERVICES Total	\$7,067.38
1048 - IRMA	
IRMA DECEMBER CLAIMS	
<i>Liability Insurance Fund</i>	\$4,292.61
1048 - IRMA Total	\$4,292.61
105 - AWWA	
ANNUAL DUES - TIM FARRELL 5/1/21 -4/30/22	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$83.00
105 - AWWA Total	\$83.00
106 - AIRGAS NORTH CENTRAL	
OXYGEN IND, ACETYLENE IND	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$160.41
106 - AIRGAS NORTH CENTRAL Total	\$160.41
109 - AT&T	
911 LOCATOR - 2.2021	
<i>General Fund-Finance</i>	\$63.55
109 - AT&T Total	\$63.55
1095 - AMAZON CAPITAL SERVICES INC	
ANNIVERSARY PARTY SUPPLIES	
<i>General Fund-Village Managers Office-Human Resources</i>	\$71.33
CAMERA LENS CAP	
<i>General Fund-Police</i>	\$14.97
1095 - AMAZON CAPITAL SERVICES INC Total	\$86.30



VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
110 - ACE HARDWARE	
BATTERIES, ADAPTOR, BUSHING <i>Water Operating Fund-Public Works-Water</i>	\$14.75
CALCULATOR BATTERY <i>General Fund-Police</i>	\$3.99
HYDRANT REPAIR MATERIAL <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$52.15
MISC. SNOW SUPPLIES - WELLS & PLANTS <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$114.92
SNOW BLOWER PARTS <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$18.36
110 - ACE HARDWARE Total	\$204.17
112 - ADVANCED BUSINESS NETWORKS INC	
SPAM CNTRL/ETHERNET 10MBPS/MONITORING/EXCHANGE SVC <i>General Fund-Village Managers Office-Information Technology</i>	\$2,137.95
112 - ADVANCED BUSINESS NETWORKS INC Total	\$2,137.95
1133 - JAYDEV BREW d/b/a MORE BREWING CO.	
SALES TAX REBATE OCT 2020 <i>General Fund</i>	\$27.91
1133 - JAYDEV BREW d/b/a MORE BREWING CO. Total	\$27.91
1144 - KISHWAUKEE RIVER ECOSYSTEM PARTNERSHIP	
ANNUAL MEMBERSHIP <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$100.00
1144 - KISHWAUKEE RIVER ECOSYSTEM PARTNERSHIP Total	\$100.00
1146 - BARRON, LISA	
REFUND DUPE PMT BACKFLOW INV 2020-0159 <i>Water Operating Fund</i>	\$65.00
1146 - BARRON, LISA Total	\$65.00
120 - AMERICAN COMMUNITY BK & TRUST	
2021 FBINA DUES DC FULTON/HOOTEN <i>General Fund-Police</i>	\$240.00
2021 FBINA DUES DC KLUNK <i>General Fund-Police</i>	\$120.00
2021 FBINA dues Porter, Fulton, Klunk & Hooten <i>General Fund-Police</i>	\$120.00
2021 INTL ASN CHIEFS OF POLICE - FULTON <i>General Fund-Police</i>	\$190.00
2021 INTL ASN CHIEFS OF POLICE -PORTER	



VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
<i>General Fund-Police</i>	\$190.00
APWA/WEBINAR REGISTRATION	
<i>General Fund-Public Works-Administration</i>	\$5.00
BERKO ELECTRIC HEATER - COVINGTON LAKES LIST STATION	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$900.73
BIOMISTER SUPPLIES/COVID	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$68.13
BOARD ROOM SUPPLIES	
<i>General Fund-Legislative</i>	\$29.98
BOTTLE FILLING RETRO-FIT STATIONS	
<i>Facilities & Grounds Maintenance</i>	\$2,625.00
CONTACTOR FOR HEATER AT COVINGTON LIFT STA	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$103.78
EMPLOYEE MILESTONE RECOGNITION	
<i>General Fund-Village Managers Office-Human Resources</i>	\$580.98
FARMERS MARKET SUPPLIES	
<i>General Fund-Legislative</i>	\$47.94
INDUCER FAN FOR BLDG #3-WSTP HEATER	
<i>Facilities & Grounds Maintenance</i>	\$347.89
KISH LIFT STATION HEATER	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$30.23
L.E.A. DATA TECH TRNG SOFTWARE	
<i>General Fund-Police</i>	\$205.00
LOGMEIN-GO TO MEETING BUSINESS	
<i>General Fund-Development Services</i>	\$19.78
MAYOR MEETING EXP	
<i>General Fund-Legislative</i>	\$76.84
MONITORS/CABLES/ETHERNET CABLE	
<i>Equipment Replacement Fund</i>	\$191.84
NAPA TRACS - JAN 2021	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$290.00
NIU CIVIC LEADERSHIP CLASS	
<i>General Fund-Village Managers Office-Human Resources</i>	\$33.00
OUTDOOR LIGHTS FOR DOWNTOWN	
<i>General Fund-Legislative</i>	\$256.02
PACK STACK & STORE/STORAGE FACILITY RENTAL-FEB 2021	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$135.00
PHOTOS	
<i>General Fund-Village Managers Office-Administration</i>	\$43.09
PIE(PI)5K SUPPLY	
<i>General Fund-Legislative</i>	\$39.44
PW SNOW EVENT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$85.34



DETAIL BOARD REPORT 3/11/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
PW SNOW EVENT SUPPLIES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$65.16
<i>General Fund-Village Managers Office-Human Resources</i>	\$14.99
SEW CSO PATCHES ON A JACKET	
<i>General Fund-Police</i>	\$8.00
SGT. EXAM	
<i>General Fund-Legislative</i>	\$95.44
SHIPPING	
<i>Facilities & Grounds Maintenance</i>	\$124.75
UBERCONFERENCE	
<i>General Fund-Development Services</i>	\$40.00
VEH MAINT	
<i>General Fund-Public Works-Administration</i>	\$80.00
VEHICLE MAINT/PD	
<i>General Fund-Police</i>	\$467.35
VOH WALL LOGO	
<i>General Fund-Village Managers Office-Administration</i>	\$56.19
W.S.T.P. BLDG 3 HEATER/PRESSURE SWITCH	
<i>Facilities & Grounds Maintenance</i>	\$68.97
WELL 11 GENERATOR ROOM UNIT HEATER	
<i>Water Operating Fund-Public Works-Water</i>	\$131.26
WELL 7 VOLT/AMP METER	
<i>Water Operating Fund-Public Works-Water</i>	\$102.60
WINDSHIELD REPLACEMENT #1619	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$273.84
WORK CLOTHING	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$324.56
ZOOM VIDEO COMMUNICATIONS	
<i>General Fund-Police</i>	\$29.98
ZOOM VIDEO COMMUNICATIONS 1 YEAR	
<i>General Fund-Village Managers Office-Administration</i>	\$149.90
120 - AMERICAN COMMUNITY BK & TRUST Total	\$9,008.00
143 - B&F CONSTRUCTION CODE SVC INC	
ELECTRICAL PLAN REVIEW #1122565	
<i>General Fund-Development Services</i>	\$300.00
PLAN REVIEW SVCS #1122685	
<i>General Fund-Development Services</i>	\$895.50
SOLAR PANEL PLAN REVIEW #1122549	
<i>General Fund-Development Services</i>	\$225.00
SOLAR PANEL PLAN REVIEW #1122550	
<i>General Fund-Development Services</i>	\$225.00
SOLAR PANEL PLAN REVIEW #1122576	



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
General Fund-Development Services	\$225.00
SOLAR PANEL PLAN REVIEW #1122580	
General Fund-Development Services	\$225.00
SOLAR PANEL PLAN REVIEW #1122639	
General Fund-Development Services	\$225.00
SOLAR PANEL PLAN REVIEW #122692	
General Fund-Development Services	\$225.00
143 - B&F CONSTRUCTION CODE SVC INC Total	\$2,545.50
145 - BACKFLOW SOLUTIONS INC	
CROSS CONNECT CONTROL PROGRAM	
Water Operating Fund-Public Works-Water	\$179.40
145 - BACKFLOW SOLUTIONS INC Total	\$179.40
158 - BLU PETROLEUM	
REGULAR FUEL	
General Fund	\$1,329.23
DIESEL FUEL	
General Fund	\$9,589.75
REGULAR FUEL	
General Fund	\$4,730.27
WINTER ADDITIVE	
General Fund	\$170.37
158 - BLU PETROLEUM Total	\$15,819.62
164 - BOTTS WELDING & TRK SVC INC	
HYD HOSE & FITTINGS - VEH 1664	
General Fund-Public Works-Streets Utilities & Fleet Svcs	\$131.59
164 - BOTTS WELDING & TRK SVC INC Total	\$131.59
171 - C & L RENTALS SALES & SVC INC	
RATCHET STRAP	
General Fund-Public Works-Streets Utilities & Fleet Svcs	\$57.80
SCREW	
General Fund-Public Works-Streets Utilities & Fleet Svcs	\$3.96
171 - C & L RENTALS SALES & SVC INC Total	\$61.76
196 - CLARK BAIRD SMITH LLP	
LEGAL SERVICES	
General Fund-Legislative	\$861.25
196 - CLARK BAIRD SMITH LLP Total	\$861.25



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
204 - CONCENTRIC INTEGRATION LLC	
SCADA SUPPORT	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$971.38
<i>Water Operating Fund-Public Works-Water</i>	\$302.88
204 - CONCENTRIC INTEGRATION LLC Total	\$1,274.26
205 - COMCAST BUSINESS	
PHONE SERVICES	
<i>General Fund-Public Works-Administration</i>	\$301.51
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$59.54
<i>Water Operating Fund-Public Works-Water</i>	\$59.54
205 - COMCAST BUSINESS Total	\$420.59
207 - COLUMBIA PIPE & SUPPLY CO	
REFUND MISC PARTS	
<i>Water Operating Fund-Public Works-Water</i>	(\$73.61)
VALVE, HARDWARE - WELL 9	
<i>Water Operating Fund-Public Works-Water</i>	\$214.51
207 - COLUMBIA PIPE & SUPPLY CO Total	\$140.90
208 - COMED	
ELECTRICITY	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,049.12
208 - COMED Total	\$2,049.12
218 - COWLIN & CURRAN PROF CORP	
LEGAL SERVICES	
<i>General Fund-Legislative</i>	\$240.00
218 - COWLIN & CURRAN PROF CORP Total	\$240.00
245 - ELITE UNIFORMS INC	
SAFETY UNIFORM T-SHIRTS	
<i>General Fund-Public Works-Buildings & Grounds</i>	\$140.00
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$140.00
WORK JEANS - STREET & FLEET DEPT	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,026.00
245 - ELITE UNIFORMS INC Total	\$1,306.00
252 - FSCI	
FIRE SPRINKLER PLAN REVIEW #1-2021-141	
<i>General Fund-Development Services</i>	\$1,308.50
252 - FSCI Total	\$1,308.50



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
255 - STATE TREASURER	
TRAFFIC SIGNAL MAINTENANCE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$7,060.25
255 - STATE TREASURER Total	\$7,060.25
258 - FEDEX	
UB LOCK BOX REPORTS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$30.87
<i>Water Operating Fund-Public Works-Water</i>	\$30.86
258 - FEDEX Total	\$61.73
268 - FOX VALLEY FIRE & SAFETY	
DUCT DETECTOR REPLACEMENT	
<i>Facilities & Grounds Maintenance</i>	\$1,396.50
268 - FOX VALLEY FIRE & SAFETY Total	\$1,396.50
286 - GRAFTON TOWNSHIP	
IMPACT FEES FEBRUARY 2021	
<i>General Fund</i>	\$500.00
IMPACT FEES JANUARY 2021	
<i>General Fund</i>	\$1,900.00
286 - GRAFTON TOWNSHIP Total	\$2,400.00
287 - GRAINGER	
SOLENOID VALVE - WELL 9	
<i>Liability Insurance Fund</i>	\$378.25
287 - GRAINGER Total	\$378.25
293 - HAWKS NAPA AUTO PARTS	
ABSORBENT MAT	
<i>Water Operating Fund-Public Works-Water</i>	\$157.09
AIR & OIL FILTERS - FLEET STOCK	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$292.34
AIR FILTER - VEH 1941	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$15.89
BATTERY - VEH 1712	
<i>General Fund-Development Services</i>	\$126.64
CABLE TIES, HEAT SHRINK TUBING, BULBS	
<i>General Fund-Police</i>	\$136.23
DISPENSER, GLOVES	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$170.08
MISC FLEET SHOP SUPPLIES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$93.17



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
OIL & AIR FILTERS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$21.00
SPARK PLUGS - VEH 1941	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$9.21
U-JOINT - VEH 1910	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$21.16
293 - HAWKS NAPA AUTO PARTS Total	\$1,042.81
294 - HAWKINS INC	
BULK LOAD ALUM - WEST PLANT	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$4,505.56
POLYMER TOTE - WEST PLANT GBT	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$3,682.35
294 - HAWKINS INC Total	\$8,187.91
298 - HINCKLEY SPRINGS	
DISTILLED WATER FOR LAB TESTING	
<i>Water Operating Fund-Public Works-Water</i>	\$239.74
298 - HINCKLEY SPRINGS Total	\$239.74
302 - HUNTLEY FIRE PROTECTION DIST	
IMPACT FEES FEBRUARY 2021	
<i>General Fund</i>	\$3,425.00
IMPACT FEES JANUARY 2021	
<i>General Fund</i>	\$13,015.00
302 - HUNTLEY FIRE PROTECTION DIST Total	\$16,440.00
304 - HUNTLEY LIBRARY DISTRICT	
IMPACT FEES FEBRUARY 2021	
<i>General Fund</i>	\$1,700.00
IMPACT FEES JANUARY 2021	
<i>General Fund</i>	\$6,460.00
304 - HUNTLEY LIBRARY DISTRICT Total	\$8,160.00
307 - HUNTLEY COMMUNITY SCHOOL DIST 158	
IMPACT FEES FEBRUARY 2021	
<i>General Fund</i>	\$25,966.00
IMPACT FEES JANUARY 2021	
<i>General Fund</i>	\$62,242.00
307 - HUNTLEY COMMUNITY SCHOOL DIST 158 Total	\$88,208.00



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
309 - HUNTLEY TAX HOLDINGS LLC	
SALES TAX REBATE - DEC 2020	
<i>General Fund</i>	\$35,688.26
SALES TAX REBATE - NOV 2020	
<i>General Fund</i>	\$35,437.60
SALES TAX REBATE - OCT 2020	
<i>General Fund</i>	\$34,555.91
309 - HUNTLEY TAX HOLDINGS LLC Total	\$105,681.77
325 - IL NOTARY DISCOUNT BONDING CO	
NOTARY RENEWAL OFC KUMMER	
<i>General Fund-Police</i>	\$53.95
325 - IL NOTARY DISCOUNT BONDING CO Total	\$53.95
348 - K-TECH SPECIALTY COATINGS	
BEET HEET	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$6,543.99
348 - K-TECH SPECIALTY COATINGS Total	\$6,543.99
351 - KANE CO CHIEFS OF POLICE ASSOC	
FULTON MEMBERSHIP 2021	
<i>General Fund-Police</i>	\$50.00
KLUNK MEMBERSHIP 2021	
<i>General Fund-Police</i>	\$50.00
PORTER MEMBERSHIP 2021	
<i>General Fund-Police</i>	\$50.00
351 - KANE CO CHIEFS OF POLICE ASSOC Total	\$150.00
357 - KIRHOFERS SPORTS	
COLD WEATHER BEANIES	
<i>General Fund-Police</i>	\$540.00
EMBROIDERED BEANIES & FLEECE BEANIES	
<i>General Fund-Police</i>	\$75.00
MOCK T-NECKS	
<i>General Fund-Police</i>	\$60.00
SHIPPING	
<i>General Fund-Police</i>	\$10.00
357 - KIRHOFERS SPORTS Total	\$685.00
361 - LAKE IN THE HILLS	
SOUTHWIND WATER TRTMT FACILITY DISCHARGE	
<i>Water Operating Fund-Public Works-Water</i>	\$54.50
361 - LAKE IN THE HILLS Total	\$54.50



VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
365 - LANGTON GROUP	
SNOW REMOVAL SERVICES - A2R1 02/18/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,560.49
SNOW REMOVAL SERVICES - CUL-DE-SACS 02/22/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$6,530.43
SNOW REMOVAL SERVICES - CUL-DE-SACS 2/16/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$6,530.43
SNOW REMOVAL SERVICES A2R1, 1/30/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,570.56
SNOW REMOVAL SERVICES A2R1, 1/31/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$6,379.08
SNOW REMOVAL SERVICES A2R1, 2/12/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,257.69
SNOW REMOVAL SERVICES A2R1, 2/13/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,694.16
SNOW REMOVAL SERVICES A2R1, 2/15/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$9,965.51
SNOW REMOVAL SERVICES A2R1, 2/5/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$6,222.65
SNOW REMOVAL SERVICES A2R1, 2/6/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,277.01
SNOWPLOW SERVICES - A2R1 - 2/21/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$2,130.22
SNOWPLOW SERVICES - A2R1 - 2/22/21 <i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,574.01
365 - LANGTON GROUP Total	\$50,692.24
367 - LERMI	
WILLIAMS MEMBERSHIP LERMI 2021 <i>General Fund-Police</i>	\$25.00
367 - LERMI Total	\$25.00
384 - MIAT	
MIAT ANNUAL MEMBERSHIP FEE <i>General Fund-Police</i>	\$1,000.00
384 - MIAT Total	\$1,000.00
389 - MARCO TECHNOLOGIES LLC	
STAPLE REFILL PACK <i>General Fund-Police</i>	\$35.19
389 - MARCO TECHNOLOGIES LLC Total	\$35.19



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
389 - MARCO TECHNOLOGIES LLC	
LEXMARK LEASE PAYMENT - 3.2021	
<i>General Fund-Development Services</i>	\$65.12
<i>General Fund-Village Managers Office-Administration</i>	\$195.34
389 - MARCO TECHNOLOGIES LLC Total	\$260.46
398 - MCHENRY COUNTY HISTORICAL SOCIETY	
2021 MEMBERSHIP RENEWAL	
<i>General Fund-Legislative</i>	\$450.00
398 - MCHENRY COUNTY HISTORICAL SOCIETY Total	\$450.00
417 - MICA	
DEDUCTIBLE L002953006 10.22.2019	
<i>Liability Insurance Fund</i>	\$5,000.00
417 - MICA Total	\$5,000.00
419 - NORTH CENTRAL LABORATORIES	
250 ML BEAKERS BK-403, 12 PK	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$81.75
AMMONIA PROBE SLEEVES 951215 PK OF 3	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$142.60
AMMONIA STANDARD A-37	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$60.00
DO PROBE MEMBRANE CAPS O-080515	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$318.60
GLASS MICROFIBER FILTERS FN-93411	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$1,077.50
HACH TEST N TUBE FOR PHOSPHEROUS 2746245	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$406.80
IPETTES PI-5 5ML	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$59.50
ISA BUFFER A-15Y	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$104.00
LAB SUPPLIES ADDITIONAL COST - PO 2021-28	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$217.62
MAGNETIC STIRRING BARS S-710	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$38.70
PH BUFFER 10.0 H-22271-66	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$42.50
PH BUFFER 4.0 H-22269-66	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$42.50
PH BUFFER 7.0 H-22270-66	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$42.50



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
PH ELECTRODE STORAGE SOLUTION E-24 <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$39.50
PIPETTES PI-1 1ML, 100PK <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$77.40
PIPETTES PI-25 25ML <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$114.50
SHIPPING <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$50.00
SLUDGE JUDGE S-900 <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$87.90
419 - NORTH CENTRAL LABORATORIES Total	\$3,003.87
 424 - OFFICE DEPOT	
OFFICE SUPPLIES <i>General Fund-Development Services</i>	\$109.00
<i>General Fund-Finance</i>	\$68.34
<i>General Fund-Village Managers Office-Administration</i>	\$14.85
424 - OFFICE DEPOT Total	\$192.19
 425 - COMPASS MINERALS	
WATER SOFTENER SALT <i>Water Operating Fund-Public Works-Water</i>	\$2,661.33
425 - COMPASS MINERALS Total	\$2,661.33
 428 - NICOR GAS	
NATURAL GAS <i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$2,083.91
<i>Water Operating Fund-Public Works-Water</i>	\$1,077.25
NATURAL GAS/11879 E MAIN ST <i>Facilities & Grounds Maintenance</i>	\$119.18
428 - NICOR GAS Total	\$3,280.34
 429 - NORTHWEST HERALD - SHAW	
BILL: VENTURE ONE/STADEL PUMPKIN PROJECT <i>Escrow / Recapture Fund</i>	\$910.04
429 - NORTHWEST HERALD - SHAW Total	\$910.04
 438 - OTIS ELEVATOR CO	
FIRE ALARM TESTING - ELEVATOR PW BAKLEY <i>Facilities & Grounds Maintenance</i>	\$365.00
438 - OTIS ELEVATOR CO Total	\$365.00



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
455 - POSTAL PROS SOUTHWEST INC	
UM 2/15/21-2/21/21	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$27.78
<i>Water Operating Fund-Public Works-Water</i>	\$27.78
UM 2/22/21-2/28/21	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$2.34
<i>Water Operating Fund-Public Works-Water</i>	\$2.35
455 - POSTAL PROS SOUTHWEST INC Total	\$60.25
467 - QUILL CORP	
OFFICE SUPPLIES	
<i>General Fund-Development Services</i>	\$5.24
<i>General Fund-Finance</i>	\$5.25
<i>General Fund-Police</i>	\$24.08
467 - QUILL CORP Total	\$34.57
479 - RAY OHERRON CO INC	
SGT WILLARD UNIFORMS	
<i>General Fund-Police</i>	\$8.07
SGT. WILLARD BOOTS	
<i>General Fund-Police</i>	\$169.95
SGT. WILLARD LS UNDERVEST SHIRTS	
<i>General Fund-Police</i>	\$82.78
SGT. WILLARD SS UNDERVEST SHIRT	
<i>General Fund-Police</i>	\$35.99
SHIPPING	
<i>General Fund-Police</i>	\$8.82
479 - RAY OHERRON CO INC Total	\$305.61
480 - RECORD-A-HIT-ENTERTAINMENT	
TRACKLESS TRAIN FOR PIE 5K	
<i>General Fund-Legislative</i>	\$562.50
480 - RECORD-A-HIT-ENTERTAINMENT Total	\$562.50
494 - RUSH POWER SYSTEMS LLC	
REPLACE COOLING SYSTEM GASKETS - WEST PLANT BACKUP GENERATOR	
<i>Wastewater Capital & Equipment</i>	\$4,895.55
WELL 10 EMERGENCY GENERATOR REHAB	
<i>Water Capital & Equipment Fund</i>	\$16,594.26
494 - RUSH POWER SYSTEMS LLC Total	\$21,489.81



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
495 - RUSH TRUCK CENTER HUNTLEY	
EXHAUST PARTS - VEH 1690	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$136.37
TURBO BOOST SENSOR - VEH 1697	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$105.00
495 - RUSH TRUCK CENTER HUNTLEY Total	\$241.37
 500 - SAFETY KLEEN SYSTEMS INC	
OIL FILTER DISPOSAL	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$90.00
500 - SAFETY KLEEN SYSTEMS INC Total	\$90.00
 503 - SAUBER MFG CO	
RADIO CONTROL FOR CRANE TRUCK	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$2,642.00
503 - SAUBER MFG CO Total	\$2,642.00
 511 - SIGMA ALDRICH INC	
COMPLEX NUTRIENTS	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$66.87
511 - SIGMA ALDRICH INC Total	\$66.87
 512 - SIKICH LLP	
ACCOUNTING SERVICES - 1/2021	
<i>General Fund-Finance</i>	\$1,807.95
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$361.59
<i>Water Operating Fund-Public Works-Water</i>	\$1,446.36
512 - SIKICH LLP Total	\$3,615.90
 517 - SMITH ECOLOGICAL SYSTEMS INC	
SERVICE CHLORINE REGULATORS - ANNUAL SERVICES	
<i>Water Capital & Equipment Fund</i>	\$941.75
517 - SMITH ECOLOGICAL SYSTEMS INC Total	\$941.75
 545 - THOMPSON ELEVATOR INSP SVC INC	
ELEVATOR INSPECTION	
<i>General Fund-Development Services</i>	\$100.00
545 - THOMPSON ELEVATOR INSP SVC INC Total	\$100.00
 554 - TREASURER STATE OF ILLINOIS	
REED ROAD MULTI USE PATH	
<i>Capital Projects and Improvement</i>	\$38,359.84
554 - TREASURER STATE OF ILLINOIS Total	\$38,359.84



DETAIL BOARD REPORT 3/11/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
557 - TYLER TECHNOLOGIES INC	
NEW WORLD ANNUAL SAAS - QRTL Y BILLING 3/2020-5/2021	
<i>General Fund-Finance</i>	\$8,354.24
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$4,177.13
<i>Water Operating Fund-Public Works-Water</i>	\$4,177.13
557 - TYLER TECHNOLOGIES INC Total	\$16,708.50
560 - USA BLUE BOOK	
7X10" FLUORIDE DANGER SIGNS	
<i>Water Operating Fund-Public Works-Water</i>	\$22.70
560 - USA BLUE BOOK Total	\$22.70
572 - VILLAGE OF DOWNERS GROVE	
HEALTH INSURANCE PREMIUM/PORTER 4/2021	
<i>Benefits Fund</i>	\$1,155.54
572 - VILLAGE OF DOWNERS GROVE Total	\$1,155.54
573 - VILLAGE OF ALGONQUIN	
INSPECTION SERVICES 1/2021	
<i>General Fund-Development Services</i>	\$2,494.00
573 - VILLAGE OF ALGONQUIN Total	\$2,494.00
584 - WHITE SILO MEDIA	
FARMERS MRKT & SPECIAL EVENTS ADVERTISING	
<i>General Fund-Legislative</i>	\$7,263.91
584 - WHITE SILO MEDIA Total	\$7,263.91
635 - A.S.A.P. GARAGE DOOR REPAIR INC	
OVERHEAD DOOR REPAIR - PW BAKLEY	
<i>Facilities & Grounds Maintenance</i>	\$345.25
635 - A.S.A.P. GARAGE DOOR REPAIR INC Total	\$345.25
677 - CARGILL INC	
ROAD SALT - 500 TONS (R)2020-12.71	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$1,205.83
ROAD SALT - 500 TONS (R)2020-12.71	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$23,044.11
677 - CARGILL INC Total	\$24,249.94
689 - O'REILLY - STORE 5851	
U-JOINT - VEH 1910	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$26.73
689 - O'REILLY - STORE 5851 Total	\$26.73



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VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
724 - MUNICIPAL FLEET MANAGERS ASSOCIATION	
2021 MUNICIPAL FLEET MGRS ASSOC DUES	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$30.00
724 - MUNICIPAL FLEET MANAGERS ASSOCIATION Total	\$30.00
929 - INDUSTRIAL SYSTEMS	
LIQUID CALCIUM CHLORIDE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$948.75
929 - INDUSTRIAL SYSTEMS Total	\$948.75
933 - GREVE CONSTRUCTION INC	
5/8 X 6" X 9' WEAR BLADE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$880.00
1'X 8' X 12' WEAR BLADE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$930.00
6" CURB SHOE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$320.00
8" CURB SHOE	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$540.00
SNOW REMOVAL SERVICE - 2/2, 2/6, 2/9/21	
<i>General Fund-Public Works-Streets Utilities & Fleet Svcs</i>	\$9,561.67
933 - GREVE CONSTRUCTION INC Total	\$12,231.67
983 - HUNTLEY FORD	
#2 INJECTOR - VEH 40-15	
<i>General Fund-Police</i>	\$937.68
CANISTER PURGE VALVE	
<i>General Fund-Police</i>	\$43.96
FRONT & REAR BRAKES - VEH 1808	
<i>Water Operating Fund-Public Works-Water</i>	\$482.80
PM OIL CHANGE	
<i>General Fund-Police</i>	\$39.77
PM TUNE UP	
<i>General Fund-Police</i>	\$377.90
SEAT COVER - VEH 27-15	
<i>General Fund-Police</i>	\$114.06
SENSOR - VEH 24-16	
<i>General Fund-Police</i>	\$96.58
SHOP CHARGES	
<i>General Fund-Police</i>	\$38.00
TPMS - VEH 24-16 & STOCK	
<i>General Fund-Police</i>	\$250.84
TRANS FILTER & GASKET - VEH 1808	



DETAIL BOARD REPORT 3/11/2021

VENDOR/DESCRIPTION/FUND/DEPARTMENT	AMOUNT
<i>Water Operating Fund-Public Works-Water</i>	\$100.76
U-JOINT BOLTS - VEH 1910	
<i>Wastewater Operating Fund-Public Works-Wastewater</i>	\$4.24
WATER PUMP & HIGH PRESSURE A/C LINE - VEH 27	
<i>General Fund-Police</i>	\$2,382.06
WIPER BLADES	
<i>General Fund-Police</i>	\$52.44
983 - HUNTLEY FORD Total	\$4,921.09
0 - THOMAS PEPPER	
0501050610-004 UM CREDIT BALANCE REFUND	
<i>Water Operating Fund</i>	\$34.86
0 - THOMAS PEPPER Total	\$34.86
0 - LEROY & SUZANNE DEERING	
0501013580-002 UM CREDIT BALANCE REFUND	
<i>Water Operating Fund</i>	\$34.11
0 - LEROY & SUZANNE DEERING Total	\$34.11
 Grand Total	 \$519,303.72

VILLAGE OF HUNTLEY
PETTY CASH CHECKING ACCOUNT - AMERICAN COMMUNITY BANK

100-1033

<u>DATE</u>	<u>CK#</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>G/L Account #</u>
2/3/2021	1640	63.00	MCHENRY COUNTY RECORDER	Bill: BSTP Midwest/Thorntons	700-2707

63.00 Submitted To Village Board Meeting 3/11/21

- Agenda Item: **Approval of the Village of Huntley 2021 Street Improvement Program:**
- i. Consideration - Approval of a Resolution to Appropriate \$1,000,000 in Motor Fuel Tax Funds for Maintenance of Streets and Highways for the 2021 Street Improvement Program**
 - ii. Consideration - Approval of a Resolution Authorizing a Bid Award and a Construction Contract with Arrow Road Construction Company for the 2021 Street Improvement Program**

Department: **Public Works & Engineering Department – Administration and Engineering Division**

Introduction

The 2021 Street Improvement Program targets the resurfacing of the Covington Lakes and Coves of Covington Subdivisions comprising of approximately 90,000 square yards of roadway along approximately 4.6 centerline miles and retrofitting ADA curb ramps within Sun City Neighborhood 11 including spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (ADA accessible curb ramps retrofits) in preparation for the edge mill and overlay work. Jamestown Road was resurfaced in 2017 and therefore not included in the scope of work.

The proposed pavement rehabilitation method will consist of a combination of edge grind and overlay (1.5” at edge) and grind and overlay (1.5” - 2” full width).

All rehabilitation methods will include spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at trip hazards equal to or greater than ½”, and ADA accessible ramp retrofits), and select qualifying asphalt driveway apron replacements. Also included would be any necessary structure adjustments, replacement of damaged public utility frames and lids in the roadway, and replacement of defective roadway drainage structures along with the installation of subsurface roadway underdrains in identified design locations. All pavement markings will be replaced in kind and all crosswalk locations will be evaluated for the placement of additional pavement markings and pedestrian crossing signage. The Option No. 1 bid includes crack sealing of the pavement edges in Northbridge subdivision that was resurfaced in 2020.

In terms of the driveway apron repairs, a total of 137 driveway aprons are programmed to be replaced as part of the project. The majority of the driveways being replaced are a result of the concrete curb and gutter replacements within the limits of the aprons. The Covington Lakes subdivision’s existing residential driveway aprons are mainly constructed with asphalt. Two inches of heaving/settlement are the criteria used to warrant replacement, consistent with past practice related to aprons not identified for replacement resulting from curb and gutter repairs. Based on field measurements, nine asphalt driveway aprons are identified for replacement at a cost of approximately \$7,870. There are an additional sixteen asphalt driveway aprons with settlement/heaving below 2” to 1.5”. A heaving/settlement driveway apron evaluation and cost analysis table is included for review. Also consistent with past practice, spalling and cracking alone does not meet the criteria to warrant replacement of a driveway apron.

On March 1, 2021, the Village received bids from eight contractors for the 2021 Street Improvement Program. The bid results are summarized in the bid tabulation summary table.

Bid Tabulation Summary:

COMPANY	BASE BID AMOUNT	OPTION #1 BID AMOUNT
<i>Engineer's Estimate</i>	\$2,033,564.80	\$2,064,189.80
ARROW ROAD CONSTRUCTION CO.	\$1,619,504.27	\$1,641,889.27
J.A. JOHNSON PAVING CO.	\$1,643,500.00	\$1,666,200.00
PLOTE CONSTRUCTION, INC.	\$1,690,176.06	\$1,711,876.06
SCHROEDER ASPHALT SERVICES, INC.	\$1,704,451.83	\$1,729,401.83
BROTHERS ASPHALT PAVING, INC.	\$1,715,848.69	\$1,738,711.62
GESKE AND SONS ASPHALT PAVING, INC.	\$1,737,739.65	\$1,760,839.65
PETER BAKER & SON CO.	\$1,755,300.00	\$1,777,000.00
A LAMP CONCRETE CONTRACTORS, INC.	\$1,808,781.13	\$1,834,106.13

Staff Analysis

Staff has reviewed the bids and all is in order for consideration of the bid award to the lowest, responsible bidder, Arrow Road Construction Company in the Option No.1 Bid amount of \$1,641,889.27 contingent upon IDOT approval of the Motor Fuel Tax (MFT) resolution for the appropriation of funds. Work is anticipated to begin on or about May 3, 2021, with a project completion date of August 27, 2021. In an effort to limit the duration of the disturbance from the construction activity throughout the subdivision, the contract requires construction start and completion phasing. In general, the Coves of Covington (north part of project) will be completed in the first phase, and Covington Lakes (southern part of project) will be completed in the second phase.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies *Promote Sound Financial Management and Fiscal Sustainability* as a Strategic Priority, and “enhance asset management program to sustain level of service at economical life cycle cost” as an objective.

Financial Impact

The FY21 Budget includes funding for the 2021 program in the amount of \$1,114,000.00 for engineering and partial construction costs from the Streets Improvements and Roads & Bridges Fund, 420-00-00-8001 and \$1,000,000.00 for partial construction costs from the MFT Fund, 460-00-00-8001. The IDOT MFT appropriation is a procedural requirement for the use of MFT funds. The full amount of the MFT appropriation will be used for construction. Any unexpended budget funds will remain in the Streets Improvements and Roads & Bridges Fund.

Legal Analysis

Not required.

Action Requested

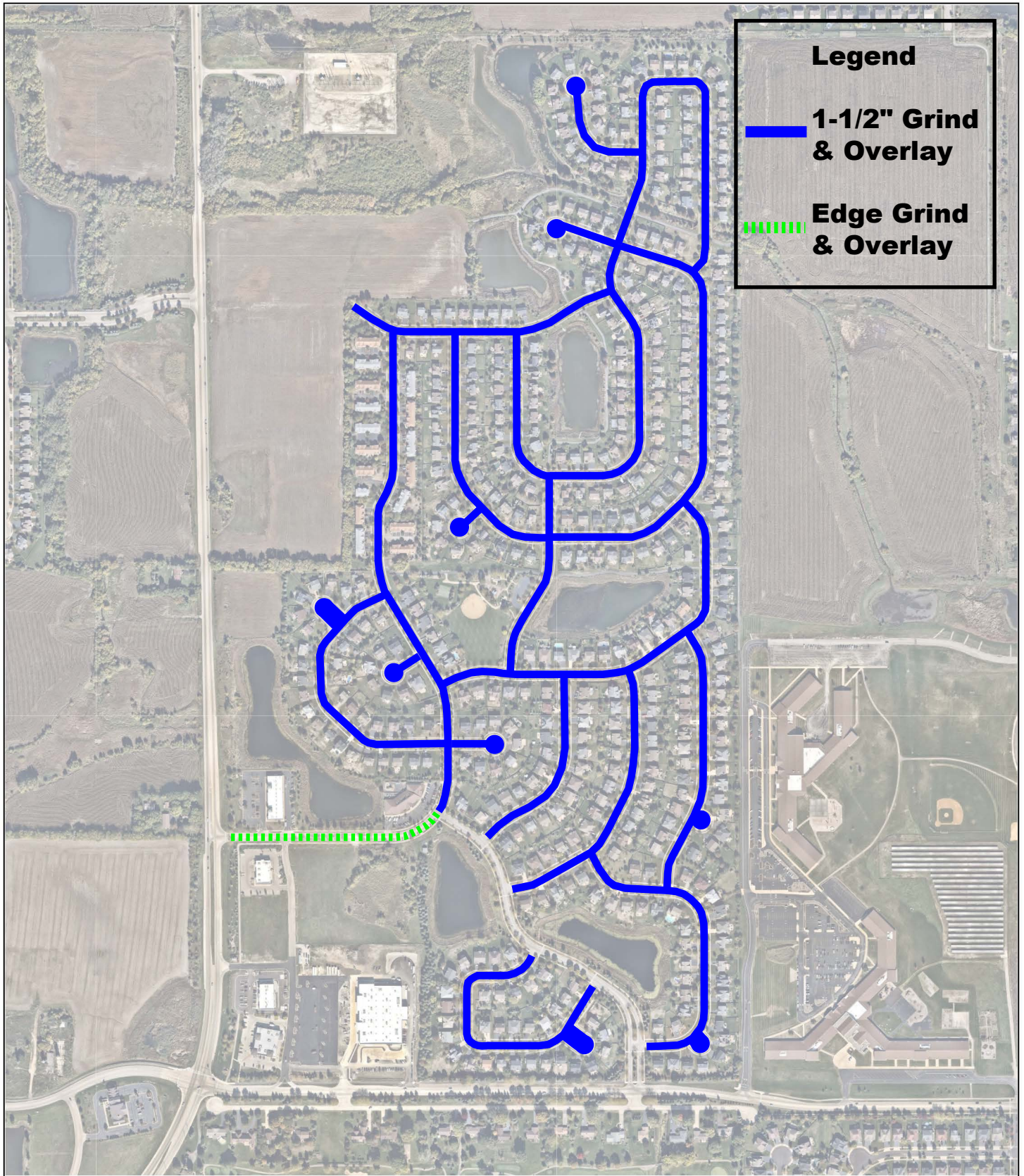
A motion by the Village Board for:

- i. Approval of a Resolution to Appropriate \$1,000,000 in Motor Fuel Tax Funds for Contract Construction for the 2021 Street Improvement Program

- ii. Approval of a Resolution Authorizing a Bid Award and Construction Contract with Arrow Road Construction Company in the Option No.1 Bid amount of \$1,641,889.27 for the 2021 Street Improvement Program

Exhibits:

1. Project Location and Method of Construction Exhibit
2. Construction Phasing Exhibit
3. CBBEL Letter of Recommendation
4. Driveway Apron Evaluation Table
5. Bid Tabulation Tables
6. Annual Street Improvement Program FY21 Cost Summary
7. Arrow Road Construction Company IDOT Prequalification
8. Draft Resolutions



Legend

-  **1-1/2" Grind & Overlay**
-  **Edge Grind & Overlay**

**Village of Huntley 2021 MFT Street Program
Pavement Rehabilitations**

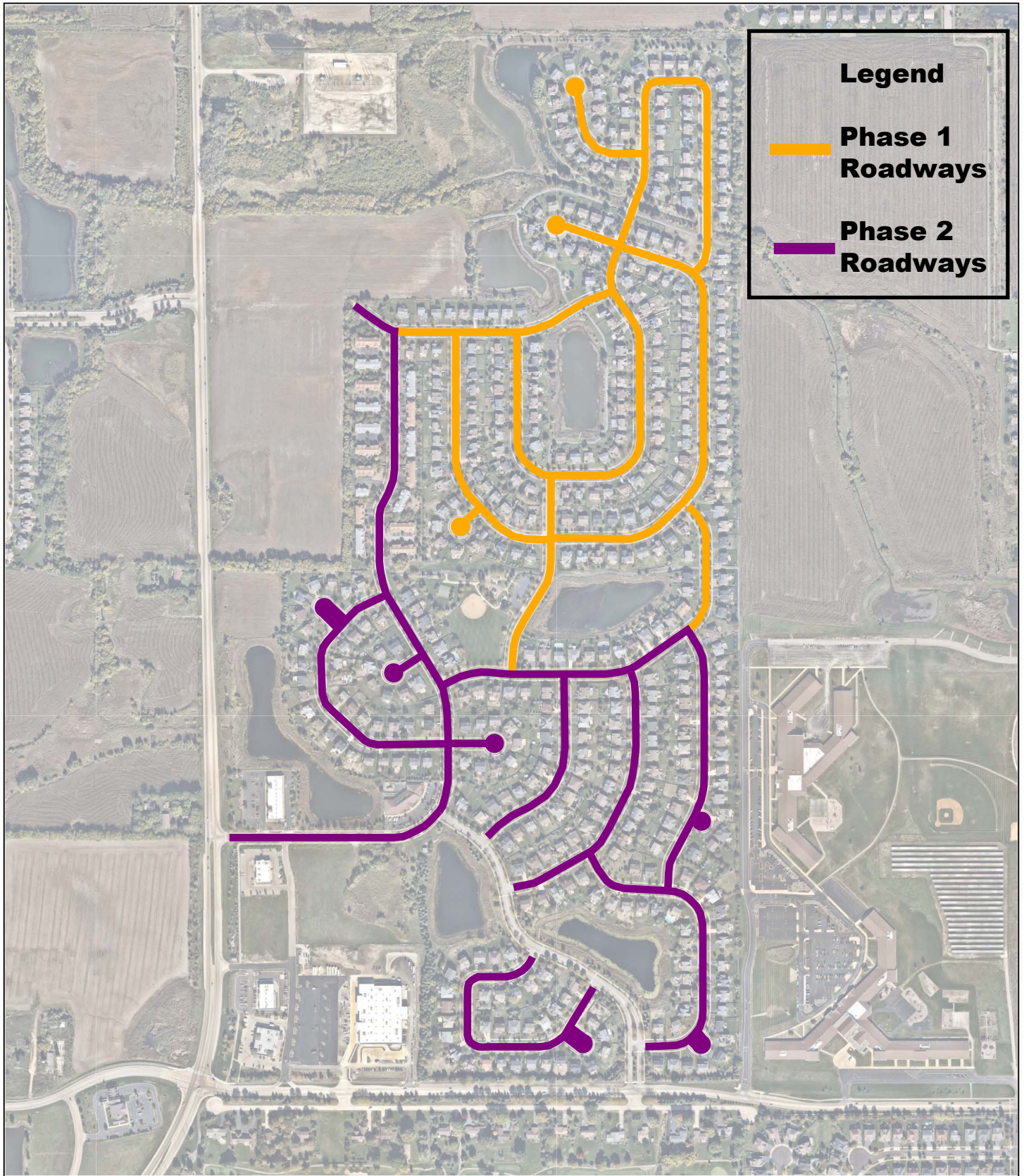
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VILLAGE OF HUNTLEY
10987 Main Street
Huntley, IL 60142
(847)669-9600

SCALE: 1" = 700'

Print Date: 1/27/2021



Legend

 **Phase 1 Roadways**

 **Phase 2 Roadways**

Village of Huntley 2021 MFT Street Program
Construction Phasing

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

SCALE: 1" = 700'

Print Date: 1/27/2021



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 1, 2021

Village of Huntley
10987 Main Street
Huntley, IL 60142

Attention: Mr. Tim Farrell, Director of Public Works & Engineering

**Subject: 2021 MFT Street Program
Section #21-00051-00-RS
(CBBEL Project No. 070103.00099)**

Dear Mr. Farrell:

On Monday, March 1, 2021 at 10:00 a.m., bids were received at the Village of Huntley Municipal Complex for the 2021 MFT Street Program. Our engineer's estimates for the project's base and option #1 bids were \$2,033,564.80 and \$2,064,189.80 respectively. Arrow Road Construction Company was the low bidder with base and option #1 amounts of \$1,619,504.27 and \$1,641,889.27, respectively. The bids have been reviewed and below is our engineer's estimate and the bid results:

Company Name	Base Bid Amount	Option #1 Bid Amount
Engineer's Estimate	\$2,033,564.80	\$2,064,189.80
Arrow Road Construction Company	\$1,619,504.27	\$1,641,889.27
J.A. Johnson Paving Co.	\$1,643,500.00	\$1,666,200.00
Plote Construction Inc.	\$1,690,176.06	\$1,711,876.06
Schroeder Asphalt Services, Inc.	\$1,704,451.83	\$1,729,401.83
Brothers Asphalt Paving, Inc.	\$1,715,848.69	\$1,738,711.62
Geske and Sons, Inc. Asphalt Paving	\$1,737,739.65	\$1,760,839.65
Peter Baker & Son Co	\$1,755,300.00	\$1,777,000.00
A Lamp Concrete Contractors, Inc.	\$1,808,781.13	\$1,834,106.13

We recommend awarding the bid for the 2021 MFT Street Program to Arrow Road Construction Company in the amount of \$1,641,889.27 for the Option #1 Bid. Enclosed for your review is the project bid tabulation generated by CBBEL.

Sincerely,

Greg J. Sanders, PE
Senior Project Manager

cc: Jason Irvin, Village of Huntley

Christopher B. Burke Engineering Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

VILLAGE OF HUNTLEY
PROJECT NO. 070103.00099
2021 STREET PROGRAM

Heaving/Settlement PCC & HMA Driveway Evaluation - With 2021 Low Bid Costs

EXAMPLE					
1 Driveway = 30 SY					
ITEM NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 29.15	30	\$ 874.50
CONSTRUCTION SUBTOTAL =				TOTAL =	\$ 874.50

EXAMPLE					
1 Driveway = 30 SY					
ITEM NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
*N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 75.00	30	\$ 2,250.00
CONSTRUCTION SUBTOTAL =				TOTAL =	\$ 2,250.00

2" HEAVING or SETTLEMENT					
= 9 Driveways					
ITEM NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
*N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 75.00	0	\$ -
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 29.15	270	\$ 7,870.50
CONSTRUCTION SUBTOTAL =				TOTAL =	\$ 7,870.50

1-1/2" & 1-3/4" HEAVING or SETTLEMENT					
= 16 Driveways					
ITEM NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
*N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 75.00	0	\$ -
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 29.15	480	\$ 13,992.00
CONSTRUCTION SUBTOTAL =				TOTAL =	\$ 13,992.00

1-1/4" & 1" HEAVING or SETTLEMENT					
= 0 Driveways					
ITEM NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
*N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 75.00	0	\$ -
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 29.15	0	\$ -
CONSTRUCTION SUBTOTAL =				TOTAL =	\$ -

TOTAL for HEAVING or SETTLEMENT Driveways					
= 25 Driveways					
ITEM NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
*N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 75.00	0	\$ -
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	\$ 29.15	750	\$ 21,862.50
CONSTRUCTION SUBTOTAL =				TOTAL =	\$ 21,862.50

Bid Tabulation

Prepared By: GJS
3/1/2021



CHRISTOPHER B. BURKE ENGINEERING, LTD.
PREPARED BY: G. SANDERS

BASE BID

VILLAGE OF HUNTLEY
2021 MFT STREET PROGRAM
CBBEL PROJECT NO.070103.00099
BID OPENING
DATE: **March 1, 2021**
TIME: **10:00 AM**

ITEM NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		Arrow Road Construction Co.		J.A. Johnson Paving Co.		Plote Construction Inc.		Schroeder Asphalt Services Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	4614	\$ 5.00	\$ 23,070.00	\$ 4.91	\$ 22,654.74	\$ 4.50	\$ 20,763.00	\$ 4.90	\$ 22,608.60	\$ 2.50	\$ 11,535.00
*25000400	NITROGEN FERTILIZER NUTRIENT	POUND	82	\$ 7.00	\$ 574.00	\$ 1.92	\$ 157.44	\$ 1.00	\$ 82.00	\$ 1.90	\$ 155.80	\$ 4.00	\$ 328.00
*25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	82	\$ 7.00	\$ 574.00	\$ 1.92	\$ 157.44	\$ 1.00	\$ 82.00	\$ 1.90	\$ 155.80	\$ 4.00	\$ 328.00
*25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	82	\$ 7.00	\$ 574.00	\$ 1.92	\$ 157.44	\$ 1.00	\$ 82.00	\$ 1.90	\$ 155.80	\$ 4.00	\$ 328.00
*25000110	SEEDING, CLASS 1A	ACRE	1	\$ 6,000.00	\$ 6,000.00	\$ 3,225.00	\$ 3,225.00	\$ 2,850.00	\$ 2,850.00	\$ 3,225.00	\$ 3,225.00	\$ 3,000.00	\$ 3,000.00
*25100630	EROSION CONTROL BLANKET	SQ YD	4614	\$ 3.50	\$ 16,149.00	\$ 2.52	\$ 11,627.28	\$ 1.10	\$ 5,075.40	\$ 2.55	\$ 11,765.70	\$ 4.15	\$ 19,148.10
*25200200	SUPPLEMENTAL WATERING	UNIT	93	\$ 70.00	\$ 6,510.00	\$ 0.01	\$ 0.93	\$ 1.00	\$ 93.00	\$ 0.01	\$ 0.93	\$ 75.00	\$ 6,975.00
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	3998	\$ 6.00	\$ 23,988.00	\$ 5.75	\$ 22,988.50	\$ 5.75	\$ 22,988.50	\$ 2.00	\$ 7,996.00	\$ 5.50	\$ 21,989.00
31101400	SUB-BASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	195	\$ 10.00	\$ 1,950.00	\$ 6.00	\$ 1,170.00	\$ 6.00	\$ 1,170.00	\$ 3.00	\$ 585.00	\$ 5.80	\$ 1,131.00
31101600	SUB-BASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	980	\$ 13.00	\$ 12,740.00	\$ 5.00	\$ 4,900.00	\$ 1.00	\$ 980.00	\$ 3.50	\$ 3,430.00	\$ 6.50	\$ 6,370.00
40201000	AGGREGATE FOR TEMP ACCESS	TON	125	\$ 15.00	\$ 1,875.00	\$ 2.00	\$ 250.00	\$ 1.00	\$ 125.00	\$ 1.00	\$ 125.00	\$ 1.00	\$ 125.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	42513	\$ 0.10	\$ 4,251.30	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10	\$ 225.00	\$ 2,250.00	\$ 75.00	\$ 750.00	\$ 300.00	\$ 3,000.00	\$ 100.00	\$ 1,000.00	\$ 90.00	\$ 900.00
*40600990	TEMPORARY RAMP	SQ YD	80	\$ 35.00	\$ 2,800.00	\$ 5.00	\$ 400.00	\$ 2.50	\$ 200.00	\$ 0.01	\$ 0.80	\$ 30.00	\$ 2,400.00
40602978	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	891	\$ 75.00	\$ 66,075.00	\$ 64.55	\$ 56,888.55	\$ 62.00	\$ 54,822.00	\$ 61.00	\$ 53,741.00	\$ 68.00	\$ 59,908.00
*40604090	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', IL-9.5, N50	TON	8083	\$ 75.00	\$ 606,225.00	\$ 64.55	\$ 521,757.65	\$ 62.00	\$ 501,146.00	\$ 61.00	\$ 493,063.00	\$ 70.00	\$ 565,810.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SQ FT	21474	\$ 6.50	\$ 139,581.00	\$ 5.98	\$ 128,114.52	\$ 6.25	\$ 134,212.50	\$ 6.50	\$ 139,581.00	\$ 6.85	\$ 126,622.90
*42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SQ FT	875	\$ 7.00	\$ 6,125.00	\$ 6.45	\$ 5,643.75	\$ 6.75	\$ 5,906.25	\$ 6.25	\$ 5,468.75	\$ 6.45	\$ 5,643.75
*42400800	DETECTABLE WARNINGS	SQ FT	2601	\$ 30.00	\$ 78,030.00	\$ 26.50	\$ 68,926.50	\$ 26.50	\$ 68,926.50	\$ 25.25	\$ 65,675.25	\$ 26.00	\$ 67,626.00
*44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	85097	\$ 1.90	\$ 161,684.30	\$ 1.15	\$ 97,861.55	\$ 1.50	\$ 127,645.50	\$ 1.70	\$ 144,664.90	\$ 1.25	\$ 106,371.25
*44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	2438	\$ 1.90	\$ 4,632.20	\$ 1.15	\$ 2,803.70	\$ 1.00	\$ 2,438.00	\$ 1.95	\$ 4,754.10	\$ 4.00	\$ 9,752.00
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	8185	\$ 4.50	\$ 36,832.50	\$ 4.00	\$ 32,740.00	\$ 4.25	\$ 34,786.25	\$ 4.70	\$ 38,469.50	\$ 4.00	\$ 32,740.00
44000600	SIDEWALK REMOVAL	SQ FT	22199	\$ 2.00	\$ 44,398.00	\$ 1.00	\$ 22,199.00	\$ 1.10	\$ 24,418.90	\$ 1.50	\$ 33,298.50	\$ 1.05	\$ 23,308.95
44201694	CLASS D PATCHES, TYPE III, 4 INCH	SQ YD	6233	\$ 35.00	\$ 218,055.00	\$ 16.00	\$ 9,968.00	\$ 26.00	\$ 16,198.00	\$ 15.00	\$ 9,345.00	\$ 23.00	\$ 14,329.00
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	1867	\$ 35.00	\$ 65,345.00	\$ 16.00	\$ 29,872.00	\$ 26.00	\$ 48,542.00	\$ 15.00	\$ 28,005.00	\$ 22.00	\$ 41,074.00
44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	3057	\$ 3.50	\$ 10,699.50	\$ 2.20	\$ 6,725.40	\$ 2.00	\$ 6,114.00	\$ 1.75	\$ 5,349.75	\$ 1.75	\$ 5,349.75
60404800	FRAME AND GRATE, TYPE 11	EACH	1	\$ 425.00	\$ 425.00	\$ 450.00	\$ 450.00	\$ 425.00	\$ 425.00	\$ 420.00	\$ 420.00	\$ 400.00	\$ 400.00
60600605	CONCRETE CURB, TYPE B	FOOT	4849	\$ 23.00	\$ 111,527.00	\$ 20.00	\$ 96,980.00	\$ 20.50	\$ 99,404.50	\$ 15.85	\$ 76,856.65	\$ 20.00	\$ 96,980.00
*60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	FOOT	7985	\$ 25.50	\$ 203,617.50	\$ 23.97	\$ 191,400.45	\$ 24.50	\$ 195,632.50	\$ 30.15	\$ 240,747.75	\$ 23.75	\$ 189,643.75
*7010501	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010501	L SUM	1	\$ 62,000.00	\$ 62,000.00	\$ 42,960.00	\$ 42,960.00	\$ 54,286.57	\$ 54,286.57	\$ 85,000.00	\$ 85,000.00	\$ 70,750.00	\$ 70,750.00
*7010701	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010701	L SUM	1	\$ 32,000.00	\$ 32,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
*7010801	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010801	L SUM	1	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	150	\$ 5.00	\$ 750.00	\$ 5.00	\$ 750.00	\$ 5.00	\$ 750.00	\$ 4.55	\$ 682.50	\$ 5.00	\$ 750.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2900	\$ 1.00	\$ 2,900.00	\$ 0.55	\$ 1,595.00	\$ 0.55	\$ 1,595.00	\$ 0.98	\$ 2,842.00	\$ 0.55	\$ 1,595.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	525.00	\$ 1.50	\$ 787.50	\$ 0.98	\$ 514.50	\$ 1.00	\$ 525.00	\$ 1.65	\$ 866.25	\$ 0.98	\$ 514.50
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	200	\$ 3.00	\$ 600.00	\$ 2.50	\$ 500.00	\$ 2.50	\$ 500.00	\$ 2.95	\$ 590.00	\$ 2.50	\$ 500.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1282	\$ 5.00	\$ 6,410.00	\$ 5.00	\$ 6,410.00	\$ 5.00	\$ 6,410.00	\$ 4.55	\$ 5,833.10	\$ 5.00	\$ 6,410.00
X0327036	BIKE PATH REMOVAL	SQ YD	150	\$ 20.00	\$ 3,000.00	\$ 9.52	\$ 1,428.00	\$ 6.50	\$ 975.00	\$ 7.30	\$ 1,095.00	\$ 8.00	\$ 1,200.00
*X0327611	REMOVE AND REINSTALL BRICK PAVER	SQ FT	470	\$ 40.00	\$ 18,800.00	\$ 12.05	\$ 5,663.50	\$ 15.00	\$ 7,050.00	\$ 8.50	\$ 3,995.00	\$ 13.00	\$ 6,110.00
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	143	\$ 20.00	\$ 2,860.00	\$ 31.10	\$ 4,447.30	\$ 20.00	\$ 2,860.00	\$ 1.00	\$ 143.00	\$ 25.00	\$ 3,575.00
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	3910	\$ 30.00	\$ 117,300.00	\$ 29.15	\$ 113,976.50	\$ 23.00	\$ 89,930.00	\$ 25.00	\$ 97,750.00	\$ 24.75	\$ 96,772.50
*N/A	PORTLAND CEMENT CONCRETE CURB AND GUTTER, MODIFIED ROLL CURB	FOOT	200	\$ 25.50	\$ 5,100.00	\$ 20.00	\$ 4,000.00	\$ 21.00	\$ 4,200.00	\$ 36.00	\$ 7,200.00	\$ 20.00	\$ 4,000.00
*N/A	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"	SQ YD	195	\$ 75.00	\$ 14,625.00	\$ 75.50	\$ 14,722.50	\$ 75.50	\$ 14,722.50	\$ 68.00	\$ 13,260.00	\$ 75.00	\$ 14,625.00
*N/A	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 8"	SQ YD	185	\$ 80.00	\$ 14,800.00	\$ 76.00	\$ 14,060.00	\$ 76.00	\$ 14,060.00	\$ 74.00	\$ 13,690.00	\$ 76.25	\$ 14,106.25
*N/A	CURB AND GUTTER SAW AND SEAL	EACH	450	\$ 40.00	\$ 18,000.00	\$ 22.00	\$ 9,900.00	\$ 22.00	\$ 9,900.00	\$ 8.75	\$ 3,937.50	\$ 20.00	\$ 9,000.00
*N/A	STRUCTURES TO BE ADJUSTED	EACH	91	\$ 325.00	\$ 29,575.00	\$ 350.00	\$ 31,850.00	\$ 300.00	\$ 27,300.00	\$ 370.00	\$ 33,670.00	\$ 350.00	\$ 31,850.00
*N/A	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL	EACH	10	\$ 1,000.00	\$ 10,000.00	\$ 670.00	\$ 6,700.00	\$ 985.00	\$ 9,850.00	\$ 630.00	\$ 6,300.00	\$ 600.00	\$ 6,000.00
*N/A	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL, SPECIAL	EACH	13	\$ 1,250.00	\$ 16,250.00	\$ 850.00	\$ 11,050.00	\$ 1,000.00	\$ 13,000.00	\$ 945.00	\$ 12,285.00	\$ 900.00	\$ 11,700.00
*N/A	FRAME & LID TYPE 1 CLOSED LID, SPECIAL	EACH	10	\$ 400.00	\$ 4,000.00	\$ 420.00	\$ 4,200.00	\$ 350.00	\$ 3,500.00	\$ 400.00	\$ 4,000.00	\$ 350.00	\$ 3,500.00
*N/A	STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 1,100.00	\$ 3,300.00	\$ 1,250.00	\$ 3,750.00	\$ 685.00	\$ 2,055.00	\$ 650.00	\$ 1,950.00
*SPECIAL PROVISION					TOTAL = \$ 2,033,564.80		TOTAL = \$ 1,619,504.27		TOTAL = \$ 1,643,500.00		TOTAL = \$ 1,690,176.06		TOTAL = \$ 1,704,451.83

Corrected from As-submitted

Bid Tabulation

Prepared By: GJS
3/1/2021



CHRISTOPHER B. BURKE ENGINEERING, LTD.
PREPARED BY: G. SANDERS

BASE BID

VILLAGE OF HUNTLEY
2021 MFT STREET PROGRAM
CBBEL PROJECT NO.070103.00099

BID OPENING

DATE: March 1, 2021

TIME: 10:00 AM

		Brothers Asphalt Paving Inc.		Geske & Sons Inc Asphalt Paving		Peter Baker & Son Co.		A Lamp Concrete Contractors Inc.			
ITEM NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	4614	\$ 5.66	\$ 26,115.24	\$ 4.64	\$ 21,408.96	\$ 4.50	\$ 20,763.00	\$ 2.00	\$ 9,228.00
*25000400	NITROGEN FERTILIZER NUTRIENT	POUND	82	\$ 5.15	\$ 422.30	\$ 1.03	\$ 84.46	\$ 1.00	\$ 82.00	\$ 1.00	\$ 82.00
*25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	82	\$ 5.15	\$ 422.30	\$ 1.03	\$ 84.46	\$ 1.00	\$ 82.00	\$ 1.00	\$ 82.00
*25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	82	\$ 5.15	\$ 422.30	\$ 1.03	\$ 84.46	\$ 1.00	\$ 82.00	\$ 1.00	\$ 82.00
*25000110	SEEDING, CLASS 1A	ACRE	1	\$ 2,884.00	\$ 2,884.00	\$ 2,940.00	\$ 2,940.00	\$ 2,850.00	\$ 2,850.00	\$ 3,500.00	\$ 3,500.00
*25100630	EROSION CONTROL BLANKET	SQ YD	4614	\$ 1.13	\$ 5,213.82	\$ 1.13	\$ 5,213.82	\$ 1.10	\$ 5,074.40	\$ 1.00	\$ 4,614.00
*25200200	SUPPLEMENTAL WATERING	UNIT	93	\$ 103.00	\$ 9,579.00	\$ 36.05	\$ 3,352.65	\$ 35.00	\$ 3,255.00	\$ 1.00	\$ 93.00
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	3998	\$ 4.63	\$ 18,510.74	\$ 5.92	\$ 23,668.16	\$ 5.75	\$ 22,988.50	\$ 4.00	\$ 15,992.00
31101400	SUB-BASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	195	\$ 10.30	\$ 2,008.50	\$ 6.18	\$ 1,205.10	\$ 6.00	\$ 1,170.00	\$ 10.25	\$ 1,998.75
31101600	SUB-BASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	980	\$ 2.00	\$ 1,960.00	\$ 7.25	\$ 7,105.00	\$ 12.00	\$ 11,760.00	\$ 11.00	\$ 10,780.00
40201000	AGGREGATE FOR TEMP ACCESS	TON	125	\$ 40.00	\$ 5,000.00	\$ 20.00	\$ 2,500.00	\$ 1.00	\$ 125.00	\$ 5.00	\$ 625.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	42513	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00
*40600990	TEMPORARY RAMP	SQ YD	80	\$ 3.00	\$ 240.00	\$ 8.00	\$ 640.00	\$ 1.00	\$ 80.00	\$ 15.00	\$ 1,200.00
*40602978	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	891	\$ 48.00	\$ 42,288.00	\$ 71.35	\$ 62,859.35	\$ 65.00	\$ 57,265.00	\$ 72.00	\$ 63,432.00
*40604090	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	8083	\$ 67.50	\$ 545,602.50	\$ 71.35	\$ 576,722.05	\$ 69.00	\$ 557,727.00	\$ 72.00	\$ 581,976.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (MODIFIED)	SQ FT	21474	\$ 6.18	\$ 132,709.32	\$ 8.16	\$ 132,278.84	\$ 5.98	\$ 128,414.52	\$ 5.90	\$ 126,696.60
*42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SQ FT	875	\$ 7.21	\$ 6,308.75	\$ 6.64	\$ 5,810.00	\$ 6.45	\$ 5,643.75	\$ 7.25	\$ 6,343.75
*42400800	DETECTABLE WARNINGS	SQ FT	8601	\$ 23.69	\$ 61,617.69	\$ 27.30	\$ 71,007.30	\$ 26.50	\$ 68,926.50	\$ 20.00	\$ 52,020.00
*44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	25097	\$ 1.10	\$ 93,606.70	\$ 1.56	\$ 132,751.32	\$ 1.70	\$ 144,664.90	\$ 1.30	\$ 110,626.10
*44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	2438	\$ 1.00	\$ 2,438.00	\$ 1.46	\$ 3,559.48	\$ 2.00	\$ 4,876.00	\$ 1.35	\$ 3,291.30
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	8185	\$ 5.15	\$ 42,152.75	\$ 4.12	\$ 33,722.20	\$ 4.00	\$ 32,740.00	\$ 4.90	\$ 40,106.50
44000600	SIDEWALK REMOVAL	SQ FT	22199	\$ 1.13	\$ 25,084.87	\$ 1.03	\$ 22,864.97	\$ 1.00	\$ 22,199.00	\$ 1.00	\$ 22,199.00
44201694	CLASS D PATCHES, TYPE III, 4 INCH	SQ YD	623	\$ 20.00	\$ 12,460.00	\$ 30.65	\$ 19,094.95	\$ 26.00	\$ 16,198.00	\$ 38.00	\$ 23,674.00
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	1867	\$ 20.00	\$ 37,340.00	\$ 30.65	\$ 57,223.55	\$ 21.00	\$ 39,207.00	\$ 35.00	\$ 65,345.00
44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	3057	\$ 2.26	\$ 6,908.82	\$ 2.27	\$ 6,939.39	\$ 1.75	\$ 5,349.75	\$ 2.50	\$ 7,642.50
60404800	FRAME AND GRATE, TYPE 11	EACH	1	\$ 437.75	\$ 437.75	\$ 438.00	\$ 438.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
60600605	CONCRETE CURB, TYPE B	FOOT	4849	\$ 28.84	\$ 139,845.16	\$ 20.60	\$ 99,889.40	\$ 20.00	\$ 96,980.00	\$ 9.00	\$ 43,641.00
*60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	FOOT	7985	\$ 23.69	\$ 189,164.65	\$ 24.69	\$ 197,149.65	\$ 23.97	\$ 191,400.45	\$ 30.00	\$ 239,550.00
*7010501	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010501	L SUM	1	\$ 46,866.90	\$ 46,866.90	\$ 36,400.00	\$ 36,400.00	\$ 68,376.10	\$ 68,376.10	\$ 150,000.00	\$ 150,000.00
*7010701	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010701	L SUM	1	\$ 1.03	\$ 1.03	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
*7010801	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010801	L SUM	1	\$ 9,117.56	\$ 9,117.56	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	150	\$ 6.18	\$ 927.00	\$ 5.15	\$ 772.50	\$ 5.00	\$ 750.00	\$ 5.50	\$ 825.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2900	\$ 0.97	\$ 2,813.00	\$ 0.57	\$ 1,653.00	\$ 0.55	\$ 1,595.00	\$ 0.65	\$ 1,885.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	525.00	\$ 1.51	\$ 792.75	\$ 1.01	\$ 530.25	\$ 0.98	\$ 514.50	\$ 1.10	\$ 577.50
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	200	\$ 3.03	\$ 606.00	\$ 2.58	\$ 516.00	\$ 2.50	\$ 500.00	\$ 2.75	\$ 550.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1282	\$ 6.18	\$ 7,922.76	\$ 5.15	\$ 6,602.30	\$ 5.00	\$ 6,410.00	\$ 5.50	\$ 7,051.00
X0327036	BIKE PATH REMOVAL	SQ YD	150	\$ 5.00	\$ 750.00	\$ 7.00	\$ 1,050.00	\$ 15.00	\$ 2,250.00	\$ 12.00	\$ 1,800.00
*X0327611	REMOVE AND REINSTALL BRICK PAVER	SQ FT	470	\$ 13.39	\$ 6,293.30	\$ 15.45	\$ 7,261.50	\$ 15.00	\$ 7,050.00	\$ 20.00	\$ 9,400.00
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	143	\$ 20.60	\$ 2,945.80	\$ 25.00	\$ 3,575.00	\$ 20.00	\$ 2,860.00	\$ 50.00	\$ 7,150.00
*N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	3910	\$ 28.00	\$ 109,480.00	\$ 20.75	\$ 81,132.50	\$ 30.00	\$ 117,300.00	\$ 22.00	\$ 86,020.00
*N/A	PORTLAND CEMENT CONCRETE CURB AND GUTTER, MODIFIED ROLL CURB	FOOT	200	\$ 41.20	\$ 8,240.00	\$ 20.60	\$ 4,120.00	\$ 20.00	\$ 4,000.00	\$ 30.00	\$ 6,000.00
*N/A	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"	SQ YD	195	\$ 63.86	\$ 12,452.70	\$ 77.77	\$ 15,165.15	\$ 75.50	\$ 14,722.50	\$ 77.00	\$ 15,015.00
*N/A	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 8"	SQ YD	185	\$ 74.16	\$ 13,719.60	\$ 78.28	\$ 14,481.80	\$ 76.00	\$ 14,060.00	\$ 106.00	\$ 19,610.00
*N/A	CURB AND GUTTER SAW AND SEAL	EACH	450	\$ 41.20	\$ 18,540.00	\$ 22.66	\$ 10,197.00	\$ 22.00	\$ 9,900.00	\$ 20.00	\$ 9,000.00
*N/A	STRUCTURES TO BE ADJUSTED	EACH	91	\$ 309.00	\$ 28,119.00	\$ 309.00	\$ 28,119.00	\$ 330.00	\$ 30,030.00	\$ 250.00	\$ 22,750.00
*N/A	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL	EACH	10	\$ 1,014.55	\$ 10,145.50	\$ 1,015.00	\$ 10,150.00	\$ 900.00	\$ 9,000.00	\$ 850.00	\$ 8,500.00
*N/A	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL, SPECIAL	EACH	13	\$ 1,236.00	\$ 16,068.00	\$ 1,236.00	\$ 16,068.00	\$ 1,100.00	\$ 14,300.00	\$ 1,000.00	\$ 13,000.00
*N/A	FRAME & LID TYPE 1 CLOSED LID, SPECIAL	EACH	10	\$ 401.70	\$ 4,017.00	\$ 405.00	\$ 4,050.00	\$ 400.00	\$ 4,000.00	\$ 550.00	\$ 5,500.00
*N/A	STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$ 1,287.50	\$ 3,862.50	\$ 1,290.00	\$ 3,870.00	\$ 1,650.00	\$ 4,950.00	\$ 1,800.00	\$ 5,400.00
*SPECIAL PROVISION											
			TOTAL =		\$ 1,715,848.69	TOTAL =	\$ 1,737,739.65	TOTAL =	\$ 1,755,300.00	TOTAL =	\$ 1,808,781.13

Corrected from As-submitted



CHRISTOPHER B. BURKE ENGINEERING, LTD.
PREPARED BY: G. SANDERS

VILLAGE OF HUNTLEY
2021 MFT STREET PROGRAM
CBBEL PROJECT NO.070103.00099
BID OPENING
DATE: **March 1, 2021**
TIME: **10:00 AM**

Bid Tabulation

OPTION #1 BID

Prepared By: GJS
3/1/2021

ITEM NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		Arrow Road Construction Co.		J.A. Johnson Paving Co.		Plote Construction Inc.		Schroeder Asphalt Services Inc.		
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
*21101615	TOPSOIL FURNISH AND PLACE, 4"	SO YD	4614	\$ 5.00	\$ 23,070.00	\$ 4.91	\$ 22,654.74	\$ 4.50	\$ 20,763.00	\$ 4.90	\$ 22,608.60	\$ 2.50	\$ 11,535.00	
*25000400	NITROGEN FERTILIZER NUTRIENT	POUND	82	\$ 7.00	\$ 574.00	\$ 1.92	\$ 157.44	\$ 1.00	\$ 82.00	\$ 1.90	\$ 155.80	\$ 4.00	\$ 328.00	
*25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	82	\$ 7.00	\$ 574.00	\$ 1.92	\$ 157.44	\$ 1.00	\$ 82.00	\$ 1.90	\$ 155.80	\$ 4.00	\$ 328.00	
*25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	82	\$ 7.00	\$ 574.00	\$ 1.92	\$ 157.44	\$ 1.00	\$ 82.00	\$ 1.90	\$ 155.80	\$ 4.00	\$ 328.00	
*25000110	SEEDING, CLASS 1A	ACRE	1	\$ 6,000.00	\$ 6,000.00	\$ 3,225.00	\$ 3,225.00	\$ 2,860.00	\$ 2,860.00	\$ 3,225.00	\$ 3,225.00	\$ 3,000.00	\$ 3,000.00	
*25100630	EROSION CONTROL BLANKET	SO YD	4614	\$ 3.50	\$ 16,149.00	\$ 2.52	\$ 11,627.28	\$ 1.10	\$ 5,075.40	\$ 2.55	\$ 11,765.70	\$ 4.15	\$ 19,148.10	
*25200200	SUPPLEMENTAL WATERING	UNIT	93	\$ 70.00	\$ 6,510.00	\$ 0.01	\$ 0.93	\$ 1.00	\$ 93.00	\$ 0.01	\$ 0.93	\$ 75.00	\$ 6,975.00	
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B, 4"	SO YD	3998	\$ 6.00	\$ 23,988.00	\$ 5.75	\$ 22,988.50	\$ 5.75	\$ 22,988.50	\$ 2.00	\$ 7,996.00	\$ 5.50	\$ 21,989.00	
31101400	SUB-BASE GRANULAR MATERIAL, TYPE B, 4"	SO YD	195	\$ 10.00	\$ 1,950.00	\$ 6.00	\$ 1,170.00	\$ 6.00	\$ 1,170.00	\$ 3.00	\$ 585.00	\$ 5.80	\$ 1,131.00	
31101600	SUB-BASE GRANULAR MATERIAL, TYPE B, 6"	SO YD	980	\$ 13.00	\$ 12,740.00	\$ 5.00	\$ 4,900.00	\$ 1.00	\$ 980.00	\$ 3.50	\$ 3,430.00	\$ 6.50	\$ 6,370.00	
40201000	AGGREGATE FOR TEMP ACCESS	TON	125	\$ 15.00	\$ 1,875.00	\$ 2.00	\$ 250.00	\$ 1.00	\$ 125.00	\$ 1.00	\$ 125.00	\$ 1.00	\$ 125.00	
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	42513	\$ 0.10	\$ 4,251.30	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10	\$ 225.00	\$ 2,250.00	\$ 75.00	\$ 750.00	\$ 300.00	\$ 3,000.00	\$ 100.00	\$ 1,000.00	\$ 90.00	\$ 900.00	
*40600990	TEMPORARY RAMP	SO YD	80	\$ 35.00	\$ 2,800.00	\$ 5.00	\$ 400.00	\$ 2.50	\$ 200.00	\$ 0.01	\$ 0.80	\$ 30.00	\$ 2,400.00	
*40602978	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	881	\$ 75.00	\$ 66,075.00	\$ 64.55	\$ 56,868.55	\$ 62.00	\$ 54,622.00	\$ 61.00	\$ 53,741.00	\$ 68.00	\$ 59,908.00	
*40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	8083	\$ 75.00	\$ 606,225.00	\$ 64.55	\$ 521,737.65	\$ 62.00	\$ 501,146.00	\$ 61.00	\$ 493,063.00	\$ 70.00	\$ 565,810.00	
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SO FT	21474	\$ 6.50	\$ 139,581.00	\$ 5.98	\$ 128,414.52	\$ 6.25	\$ 134,212.50	\$ 6.50	\$ 139,581.00	\$ 6.45	\$ 125,622.90	
*42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SO FT	875	\$ 7.00	\$ 6,125.00	\$ 6.45	\$ 5,643.75	\$ 6.75	\$ 5,906.25	\$ 6.25	\$ 5,468.75	\$ 6.45	\$ 5,643.75	
*42400800	DETECTABLE WARNINGS	SO FT	2601	\$ 30.00	\$ 78,030.00	\$ 26.50	\$ 68,926.50	\$ 26.50	\$ 68,926.50	\$ 25.25	\$ 65,675.25	\$ 26.00	\$ 67,626.00	
*44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SO YD	85097	\$ 1.90	\$ 161,684.30	\$ 1.15	\$ 97,861.55	\$ 1.50	\$ 127,645.50	\$ 1.70	\$ 144,664.90	\$ 1.25	\$ 106,371.25	
*44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SO YD	2438	\$ 1.90	\$ 4,632.20	\$ 1.15	\$ 2,803.70	\$ 1.00	\$ 2,438.00	\$ 1.95	\$ 4,754.10	\$ 4.00	\$ 9,752.00	
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	8185	\$ 4.50	\$ 36,832.50	\$ 4.00	\$ 32,740.00	\$ 4.25	\$ 34,786.25	\$ 4.70	\$ 38,469.50	\$ 4.00	\$ 32,740.00	
44000600	SIDEWALK REMOVAL	SO FT	22199	\$ 2.00	\$ 44,398.00	\$ 1.00	\$ 22,199.00	\$ 1.10	\$ 24,419.90	\$ 1.50	\$ 33,298.50	\$ 1.05	\$ 23,308.95	
44201694	CLASS D PATCHES, TYPE III, 4 INCH	SO YD	623	\$ 35.00	\$ 21,805.00	\$ 16.00	\$ 9,968.00	\$ 26.00	\$ 16,198.00	\$ 15.00	\$ 9,345.00	\$ 23.00	\$ 14,329.00	
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	SO YD	1867	\$ 35.00	\$ 65,345.00	\$ 16.00	\$ 29,872.00	\$ 26.00	\$ 48,542.00	\$ 15.00	\$ 28,005.00	\$ 22.00	\$ 41,074.00	
44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	3057	\$ 3.50	\$ 10,699.50	\$ 2.20	\$ 6,725.40	\$ 2.00	\$ 6,114.00	\$ 1.75	\$ 5,349.75	\$ 1.75	\$ 5,349.75	
*45100100	CRACK ROUTING (PAVEMENT)	FOOT	35000	\$ 0.25	\$ 8,750.00	\$ 0.02	\$ 700.00	\$ 0.02	\$ 700.00	\$ 0.02	\$ 700.00	\$ 0.02	\$ 700.00	
*45100200	CRACK FILLING	POUND	17500	\$ 1.25	\$ 21,875.00	\$ 1.20	\$ 21,000.00	\$ 1.20	\$ 21,000.00	\$ 1.20	\$ 21,000.00	\$ 1.20	\$ 21,000.00	
60404800	FRAME AND GRATE, TYPE 11	EACH	1	\$ 425.00	\$ 425.00	\$ 450.00	\$ 450.00	\$ 425.00	\$ 425.00	\$ 420.00	\$ 420.00	\$ 400.00	\$ 400.00	
60600605	CONCRETE CURB, TYPE B	FOOT	4849	\$ 23.00	\$ 111,527.00	\$ 20.00	\$ 96,980.00	\$ 20.50	\$ 99,404.50	\$ 15.85	\$ 76,856.65	\$ 20.00	\$ 96,980.00	
*60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6, 12 (MODIFIED)	FOOT	7985	\$ 25.50	\$ 203,617.50	\$ 23.97	\$ 191,400.45	\$ 24.50	\$ 195,632.50	\$ 30.15	\$ 240,747.75	\$ 23.75	\$ 189,643.75	
*7010501	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010501	L. SUM	1	\$ 62,000.00	\$ 62,000.00	\$ 43,645.00	\$ 43,645.00	\$ 55,286.57	\$ 55,286.57	\$ 85,000.00	\$ 85,000.00	\$ 74,000.00	\$ 74,000.00	
*7010701	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010701	L. SUM	1	\$ 32,000.00	\$ 32,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
*7010801	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010801	L. SUM	1	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SO FT	150	\$ 5.00	\$ 750.00	\$ 5.00	\$ 750.00	\$ 5.00	\$ 750.00	\$ 4.55	\$ 682.50	\$ 5.00	\$ 750.00	
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2900	\$ 1.00	\$ 2,900.00	\$ 0.55	\$ 1,595.00	\$ 0.55	\$ 1,595.00	\$ 0.98	\$ 2,842.50	\$ 0.55	\$ 1,595.00	
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	525	\$ 1.50	\$ 787.50	\$ 0.98	\$ 514.50	\$ 1.00	\$ 525.00	\$ 1.65	\$ 866.25	\$ 0.98	\$ 514.50	
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	200	\$ 3.00	\$ 600.00	\$ 2.50	\$ 500.00	\$ 2.50	\$ 500.00	\$ 2.95	\$ 590.00	\$ 2.50	\$ 500.00	
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1282.00	\$ 5.00	\$ 6,410.00	\$ 5.00	\$ 6,410.00	\$ 5.00	\$ 6,410.00	\$ 4.55	\$ 5,833.10	\$ 5.00	\$ 6,410.00	
X0327036	BIKE PATH REMOVAL	SO YD	150	\$ 20.00	\$ 3,000.00	\$ 9.52	\$ 1,428.00	\$ 6.50	\$ 975.00	\$ 7.30	\$ 1,095.00	\$ 8.00	\$ 1,200.00	
*X0327811	REMOVE AND REINSTALL BRICK PAVER	SO FT	470	\$ 40.00	\$ 18,800.00	\$ 12.05	\$ 5,663.50	\$ 15.00	\$ 7,050.00	\$ 8.50	\$ 3,995.00	\$ 13.00	\$ 6,140.00	
X4012100	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	143	\$ 20.00	\$ 2,860.00	\$ 31.10	\$ 4,447.30	\$ 20.00	\$ 2,860.00	\$ 1.00	\$ 143.00	\$ 25.90	\$ 3,575.00	
"NA	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SO YD	3910	\$ 30.00	\$ 117,300.00	\$ 29.15	\$ 113,976.50	\$ 23.00	\$ 89,930.00	\$ 26.00	\$ 101,660.00	\$ 24.75	\$ 96,772.50	
"NA	COMBINATION CONCRETE CURB AND GUTTER, MODIFIED ROLL CURB	FOOT	200	\$ 25.50	\$ 5,100.00	\$ 20.00	\$ 4,000.00	\$ 21.00	\$ 4,200.00	\$ 36.00	\$ 7,200.00	\$ 20.00	\$ 4,000.00	
"NA	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"	SO YD	195	\$ 75.00	\$ 14,625.00	\$ 75.50	\$ 14,722.50	\$ 75.50	\$ 14,722.50	\$ 68.00	\$ 13,260.00	\$ 75.00	\$ 14,625.00	
"NA	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 8"	SO YD	185	\$ 80.00	\$ 14,800.00	\$ 76.00	\$ 14,060.00	\$ 76.00	\$ 14,060.00	\$ 74.00	\$ 13,690.00	\$ 76.25	\$ 14,106.25	
"NA	CURB AND GUTTER SAW AND SEAL	EACH	450	\$ 40.00	\$ 18,000.00	\$ 22.00	\$ 9,900.00	\$ 22.00	\$ 9,900.00	\$ 8.75	\$ 3,937.50	\$ 20.00	\$ 9,000.00	
"NA	STRUCTURES TO BE ADJUSTED	EACH	91	\$ 325.00	\$ 29,575.00	\$ 350.00	\$ 31,850.00	\$ 300.00	\$ 27,300.00	\$ 370.00	\$ 33,670.00	\$ 350.00	\$ 31,850.00	
"NA	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL	EACH	10	\$ 1,000.00	\$ 10,000.00	\$ 670.00	\$ 6,700.00	\$ 985.00	\$ 9,850.00	\$ 630.00	\$ 6,300.00	\$ 600.00	\$ 6,000.00	
"NA	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL, SPECIAL	EACH	13	\$ 1,250.00	\$ 16,250.00	\$ 850.00	\$ 11,050.00	\$ 1,000.00	\$ 13,000.00	\$ 945.00	\$ 12,285.00	\$ 900.00	\$ 11,700.00	
"NA	FRAME & LID TYPE 1 CLOSED LID, SPECIAL	EACH	10	\$ 400.00	\$ 4,000.00	\$ 420.00	\$ 4,200.00	\$ 350.00	\$ 3,500.00	\$ 400.00	\$ 4,000.00	\$ 350.00	\$ 3,500.00	
"NA	STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 1,100.00	\$ 3,300.00	\$ 1,250.00	\$ 3,750.00	\$ 885.00	\$ 2,655.00	\$ 850.00	\$ 2,550.00	
*SPECIAL PROVISION					TOTAL =	\$ 2,064,189.80	TOTAL =	\$ 1,641,889.27	TOTAL =	\$ 1,666,200.00	TOTAL =	\$ 1,711,876.06	TOTAL =	\$ 1,729,401.83

Corrected from As-submitted

Bid Tabulation



CHRISTOPHER B. BURKE ENGINEERING, LTD.
PREPARED BY: G. SANDERS

VILLAGE OF HUNTLEY
2021 MFT STREET PROGRAM
CBBEL PROJECT NO.070103.00099
BID OPENING
DATE: **March 1, 2021**
TIME: **10:00 AM**

OPTION #1 BID

ITEM NUMBER	ITEM	UNIT	QUANTITY	Brothers Asphalt Paving Inc.		Geske & Sons Inc Asphalt Paving		Peter Baker & Son Co.		A Lamp Concrete Contractors Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*21101615	TOPSOIL FURNISH AND PLACE, 4"	SO YD	4614	\$ 5.66	\$ 26,115.24	\$ 4.64	\$ 21,408.96	\$ 4.50	\$ 20,763.00	\$ 2.00	\$ 9,228.00
*25000400	NITROGEN FERTILIZER NUTRIENT	POUND	82	\$ 5.15	\$ 422.30	\$ 1.03	\$ 84.46	\$ 1.00	\$ 82.00	\$ 1.00	\$ 82.00
*25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	82	\$ 5.15	\$ 422.30	\$ 1.03	\$ 84.46	\$ 1.00	\$ 82.00	\$ 1.00	\$ 82.00
*25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	82	\$ 5.15	\$ 422.30	\$ 1.03	\$ 84.46	\$ 1.00	\$ 82.00	\$ 1.00	\$ 82.00
*25000110	SEEDING, CLASS 1A	ACRE	1	\$ 2,884.00	\$ 2,884.00	\$ 2,940.00	\$ 2,940.00	\$ 2,850.00	\$ 2,850.00	\$ 3,500.00	\$ 3,500.00
*25100630	EROSION CONTROL BLANKET	SO YD	4614	\$ 1.13	\$ 5,213.82	\$ 1.13	\$ 5,213.82	\$ 1.10	\$ 5,075.40	\$ 1.00	\$ 4,614.00
*25200200	SUPPLEMENTAL WATERING	UNIT	93	\$ 103.00	\$ 9,579.00	\$ 36.05	\$ 3,352.65	\$ 35.00	\$ 3,255.00	\$ 1.00	\$ 93.00
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B, 4"	SO YD	3998	\$ 4.63	\$ 18,510.74	\$ 5.92	\$ 23,668.16	\$ 5.75	\$ 22,988.50	\$ 4.00	\$ 15,992.00
31101400	SUB-BASE GRANULAR MATERIAL, TYPE B, 6"	SO YD	195	\$ 10.30	\$ 2,008.50	\$ 6.18	\$ 1,205.10	\$ 6.00	\$ 1,170.00	\$ 10.25	\$ 1,998.75
31101600	SUB-BASE GRANULAR MATERIAL, TYPE B, 8"	SO YD	980	\$ 2.00	\$ 1,960.00	\$ 7.25	\$ 7,105.00	\$ 12.00	\$ 11,760.00	\$ 11.00	\$ 10,780.00
40201000	AGGREGATE FOR TEMP ACCESS	TON	125	\$ 40.00	\$ 5,000.00	\$ 20.00	\$ 2,500.00	\$ 1.00	\$ 125.00	\$ 5.00	\$ 625.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	42513	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13	\$ 0.01	\$ 425.13
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00
*40600990	TEMPORARY RAMP	SO YD	80	\$ 3.00	\$ 240.00	\$ 8.00	\$ 640.00	\$ 1.00	\$ 80.00	\$ 15.00	\$ 1,200.00
*40602978	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	881	\$ 48.00	\$ 42,288.00	\$ 71.35	\$ 62,859.35	\$ 65.00	\$ 57,265.00	\$ 72.00	\$ 63,432.00
*40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	8083	\$ 67.50	\$ 545,602.50	\$ 71.35	\$ 576,722.05	\$ 69.00	\$ 557,727.00	\$ 72.00	\$ 581,976.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SO FT	21474	\$ 6.18	\$ 132,709.32	\$ 8.16	\$ 132,779.84	\$ 5.98	\$ 128,414.52	\$ 5.90	\$ 126,696.60
*42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH (MODIFIED)	SO FT	875	\$ 7.21	\$ 6,308.75	\$ 6.64	\$ 5,810.00	\$ 6.45	\$ 5,643.75	\$ 7.25	\$ 6,343.75
*42400800	DETECTABLE WARNINGS	SO FT	2601	\$ 23.69	\$ 61,617.69	\$ 27.30	\$ 71,007.30	\$ 26.50	\$ 68,928.50	\$ 20.00	\$ 52,020.00
*44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SO YD	85097	\$ 1.10	\$ 93,606.70	\$ 1.56	\$ 132,751.32	\$ 1.70	\$ 144,664.90	\$ 1.30	\$ 110,626.10
*44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SO YD	2438	\$ 1.00	\$ 2,438.00	\$ 1.46	\$ 3,559.48	\$ 2.00	\$ 4,876.00	\$ 1.35	\$ 3,291.30
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	8185	\$ 5.15	\$ 42,152.75	\$ 4.12	\$ 33,722.20	\$ 4.00	\$ 32,740.00	\$ 4.90	\$ 40,106.50
44000600	SIDEWALK REMOVAL	SO FT	22199	\$ 1.13	\$ 25,084.87	\$ 1.03	\$ 22,864.97	\$ 1.00	\$ 22,199.00	\$ 1.00	\$ 22,199.00
44201694	CLASS D PATCHES, TYPE III, 4 INCH	SO YD	623	\$ 20.00	\$ 12,460.00	\$ 30.65	\$ 19,094.95	\$ 26.00	\$ 16,198.00	\$ 38.00	\$ 23,674.00
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	SO YD	1867	\$ 20.00	\$ 37,340.00	\$ 30.65	\$ 57,223.55	\$ 21.00	\$ 39,207.00	\$ 35.00	\$ 65,345.00
44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	3057	\$ 2.26	\$ 6,908.82	\$ 2.27	\$ 6,939.39	\$ 1.75	\$ 5,349.75	\$ 2.50	\$ 7,642.50
*45100100	CRACK ROUTING (PAVEMENT)	FOOT	35000	\$ 0.03	\$ 1,050.00	\$ 0.02	\$ 700.00	\$ 0.02	\$ 700.00	\$ 0.02	\$ 700.00
*45100200	CRACK FILLING	POUND	17500	\$ 1.22	\$ 21,350.00	\$ 1.28	\$ 22,400.00	\$ 1.20	\$ 21,000.00	\$ 1.35	\$ 23,625.00
60404800	FRAME AND GRATE, TYPE 11	EACH	1	\$ 437.75	\$ 437.75	\$ 438.00	\$ 438.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
60600605	CONCRETE CURB, TYPE B	FOOT	4849	\$ 28.84	\$ 139,845.16	\$ 20.60	\$ 99,889.40	\$ 20.00	\$ 96,980.00	\$ 9.00	\$ 43,641.00
*60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6, 12 (MODIFIED)	FOOT	7985	\$ 23.69	\$ 189,164.65	\$ 24.69	\$ 197,149.65	\$ 23.97	\$ 191,400.45	\$ 30.00	\$ 239,550.00
*7010501	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010501	L SUM	1	\$ 47,329.83	\$ 47,329.83	\$ 36,400.00	\$ 36,400.00	\$ 68,376.10	\$ 68,376.10	\$ 151,000.00	\$ 151,000.00
*7010701	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010701	L SUM	1	\$ 1.03	\$ 1.03	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
*7010801	TRAFFIC CONTROL AND PROTECTION, STANDARD 7010801	L SUM	1	\$ 9,117.56	\$ 9,117.56	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SO FT	150	\$ 6.18	\$ 927.00	\$ 5.15	\$ 772.50	\$ 5.00	\$ 750.00	\$ 5.50	\$ 825.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2900	\$ 0.97	\$ 2,813.00	\$ 0.57	\$ 1,653.00	\$ 0.55	\$ 1,595.00	\$ 0.65	\$ 1,885.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	525	\$ 1.51	\$ 792.75	\$ 1.01	\$ 530.25	\$ 0.98	\$ 514.50	\$ 1.10	\$ 577.50
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	200	\$ 3.03	\$ 606.00	\$ 2.58	\$ 516.00	\$ 2.50	\$ 500.00	\$ 2.75	\$ 550.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1282.00	\$ 6.18	\$ 7,922.76	\$ 5.15	\$ 6,602.30	\$ 5.00	\$ 6,410.00	\$ 5.50	\$ 7,051.00
X0327036	BIKE PATH REMOVAL	SO YD	150	\$ 5.00	\$ 750.00	\$ 7.00	\$ 1,050.00	\$ 15.00	\$ 2,250.00	\$ 12.00	\$ 1,800.00
*X0327811	REMOVE AND REINSTALL BRICK PAVER	SO FT	470	\$ 13.39	\$ 6,293.30	\$ 15.45	\$ 7,261.50	\$ 15.00	\$ 7,050.00	\$ 20.00	\$ 9,400.00
X4402100	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	143	\$ 20.60	\$ 2,945.80	\$ 25.00	\$ 3,575.00	\$ 20.00	\$ 2,860.00	\$ 50.00	\$ 7,150.00
*NA	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SO YD	3910	\$ 28.00	\$ 109,480.00	\$ 20.75	\$ 81,132.50	\$ 30.00	\$ 117,300.00	\$ 22.00	\$ 86,020.00
*NA	COMBINATION CONCRETE CURB AND GUTTER, MODIFIED ROLL CURB	FOOT	200	\$ 41.20	\$ 8,240.00	\$ 20.60	\$ 4,120.00	\$ 20.00	\$ 4,000.00	\$ 30.00	\$ 6,000.00
*NA	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"	SO YD	195	\$ 63.86	\$ 12,452.70	\$ 77.77	\$ 15,165.15	\$ 75.50	\$ 14,722.50	\$ 77.00	\$ 15,015.00
*NA	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 8"	SO YD	185	\$ 74.16	\$ 13,719.60	\$ 78.28	\$ 14,481.80	\$ 76.00	\$ 14,060.00	\$ 106.00	\$ 19,610.00
*NA	CURB AND GUTTER SAW AND SEAL	EACH	450	\$ 41.20	\$ 18,540.00	\$ 22.66	\$ 10,197.00	\$ 22.00	\$ 9,900.00	\$ 20.00	\$ 9,000.00
*NA	STRUCTURES TO BE ADJUSTED	EACH	91	\$ 309.00	\$ 28,119.00	\$ 309.00	\$ 28,119.00	\$ 330.00	\$ 30,030.00	\$ 250.00	\$ 22,750.00
*NA	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL	EACH	10	\$ 1,014.55	\$ 10,145.50	\$ 1,015.00	\$ 10,150.00	\$ 900.00	\$ 9,000.00	\$ 850.00	\$ 8,500.00
*NA	STRUCTURES TO BE ADJUSTED WITH CHIMNEY SEAL, SPECIAL	EACH	13	\$ 1,236.00	\$ 16,068.00	\$ 1,236.00	\$ 16,068.00	\$ 1,100.00	\$ 14,300.00	\$ 1,000.00	\$ 13,000.00
*NA	FRAME & LID TYPE 1 CLOSED LID, SPECIAL	EACH	10	\$ 407.00	\$ 4,070.00	\$ 405.00	\$ 4,050.00	\$ 400.00	\$ 4,000.00	\$ 550.00	\$ 5,500.00
*NA	STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$ 1,287.50	\$ 3,862.50	\$ 1,290.00	\$ 3,870.00	\$ 1,650.00	\$ 4,950.00	\$ 1,800.00	\$ 5,400.00
*SPECIAL PROVISION				TOTAL =	\$ 1,738,711.62	TOTAL =	\$ 1,760,939.65	TOTAL =	\$ 1,777,000.00	TOTAL =	\$ 1,834,106.13

Corrected from As-submitted

ANNUAL STREET IMPROVEMENT PROGRAM FY2021 COST SUMMARY
Village of Huntley, IL

FY2021 PROGRAM BUDGET	\$ 2,114,000.00
MFT Fund	\$ 1,000,000.00
Streets Improvement and Roads & Bridges	\$ 1,114,000.00
FY2021 PROGRAM EXPENSES	\$ 1,855,889.27
FY2022 Program Design Engineering (Budget)	\$ 76,000.00
FY2021 Program Construction Engineering (Covington)	\$ 138,000.00
FY2021 Construction Bid (Covington)	\$ 1,641,889.27
FY2021 PROGRAM EXPENSES (OVER)/UNDER BUDGET	\$ 258,110.73
<hr/>	
TOTAL PROGRAM EXPENSES (COVINGTON)	\$ 1,841,889.27
FY2020 Program Design Engineering	\$ 62,000.00
FY2021 Program Construction Engineering	\$ 138,000.00
FY2021 Construction Bid	\$ 1,641,889.27
PROGRAM ENGINEERING AS % OF CONSTRUCTION (COVINGTON)	12%



**Illinois Department
of Transportation**

Certificate of Eligibility

Arrow Road Construction Company
1445 Oakton Street ELK GROVE VILLAGE, IL 60007

Contractor No 0231

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

SUPER UNLIMITED

001	EARTHWORK	\$2,700,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$500,000
017	CONCRETE CONSTRUCTION	\$600,000
032	COLD MILL, PLAN. & ROTOMILL	\$11,325,000
08A	AGGREGATE BASES & SURF. (A)	\$4,700,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/9/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/9/2020.

Engineer of Construction



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original		21-00051-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Huntley Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Huntley of Huntley Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various	4.9	Various	Various	Various

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA Grinding and resurfacing with roadway base repairs for the rehabilitation of various municipal streets within the Village

2. That there is hereby appropriated the sum of One Million

One Million Dollars (\$1,000,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rita McMahon Village Clerk in and for said Village

of Huntley in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Huntley at a meeting held on March 11, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12 day of March, 2021.

(SEAL)

Clerk Signature _____ Date _____

Approved

Regional Engineer _____ Date _____
Department of Transportation

**RESOLUTION AUTHORIZING
A BID AWARD AND CONSTRUCTION CONTRACT
FOR THE VILLAGE OF HUNTLEY
2021 STREET IMPROVEMENT PROGRAM**

Arrow Road Construction Co.

Resolution (R)2021-03. __

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

WHEREAS, the Village of Huntley has received bids for the 2021 Street Improvement Program; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to award the bid and enter into a contract with the lowest, responsible bidder, Arrow Road Construction Company for the 2021 Street Improvement Program in the Option No. 1 Bid amount of \$1,641,889.27.

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

SECTION I: The Village Board hereby approves the bid award and execution of the Construction Contract and authorizes the Village President or Village Manager and Village Clerk to execute and attest, respectively, the construction contract with Arrow Road Construction Company.

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

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

	Aye	Nay	Absent	Abstain
Trustee Goldman	_____	_____	_____	_____
Trustee Hoeft	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 11th day of March, 2021.

APPROVED:

Village President

ATTEST:

Village Clerk

Agenda Item: **Consideration - A Resolution Approving a Proposal for Professional Construction Engineering Services for the 2021 MFT Street Improvement Program – Christopher B. Burke Engineering, Ltd in an Amount Not To Exceed \$138,000**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

A Proposal for Construction Engineering Services for the 2021 Motor Fuel Tax (MFT) Street Improvement Program has been received from Christopher B. Burke Engineering, Ltd. (CBBEL). Services will include construction engineering for the rehabilitation of Covington Lakes and Coves of Covington Subdivisions comprising of approximately 90,000 square yards of roadway along approximately 4.6 centerline miles. Jamestown Road was resurfaced in 2017 and therefore not included in the scope of work. Also included is retrofitting ADA curb ramps within Sun City Neighborhood 11 including spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (ADA accessible curb ramps retrofits) in preparation for the edge mill and overlay work.

Staff Analysis

The proposed pavement rehabilitation method will consist of a combination of edge grind and overlay (1.5” at edge) and grind and overlay (1.5” - 2” full width).

All rehabilitation methods will include spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at trip hazards equal to or greater than ½”, and ADA accessible ramp retrofits), and select qualifying asphalt driveway apron replacements. Also included would be any necessary structure adjustments, replacement of damaged public utility frames and lids in the roadway, and replacement of defective roadway drainage structures along with the installation of subsurface roadway underdrains in identified design locations. All pavement markings will be replaced in kind and all crosswalk locations will be evaluated for the placement of additional pavement markings and pedestrian crossing signage. Crack sealing of the pavement edges in Northbridge subdivision that was resurfaced in 2020 is also included in the work scope.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies *Promote Sound Financial Management and Fiscal Sustainability* as a Strategic Priority, and “enhance asset management program to sustain level of service at economical life cycle cost” as an objective.

Financial Impact

The FY21 Budget includes funding for the 2021 program in the amount of \$1,114,000.00 for engineering and partial construction costs from the Streets Improvements and Roads & Bridges Fund, 420-00-00-8001 and \$1,000,000.00 for partial construction costs from the MFT Fund, 460-00-00-8001. A not to exceed amount of \$138,000 is identified in the proposal but cost savings may be realized. For instance, in 2019, Georgian Place Construction Engineering services came in at under \$95,000, which was more than \$30,000 below the not to exceed contract amount.

Legal Analysis

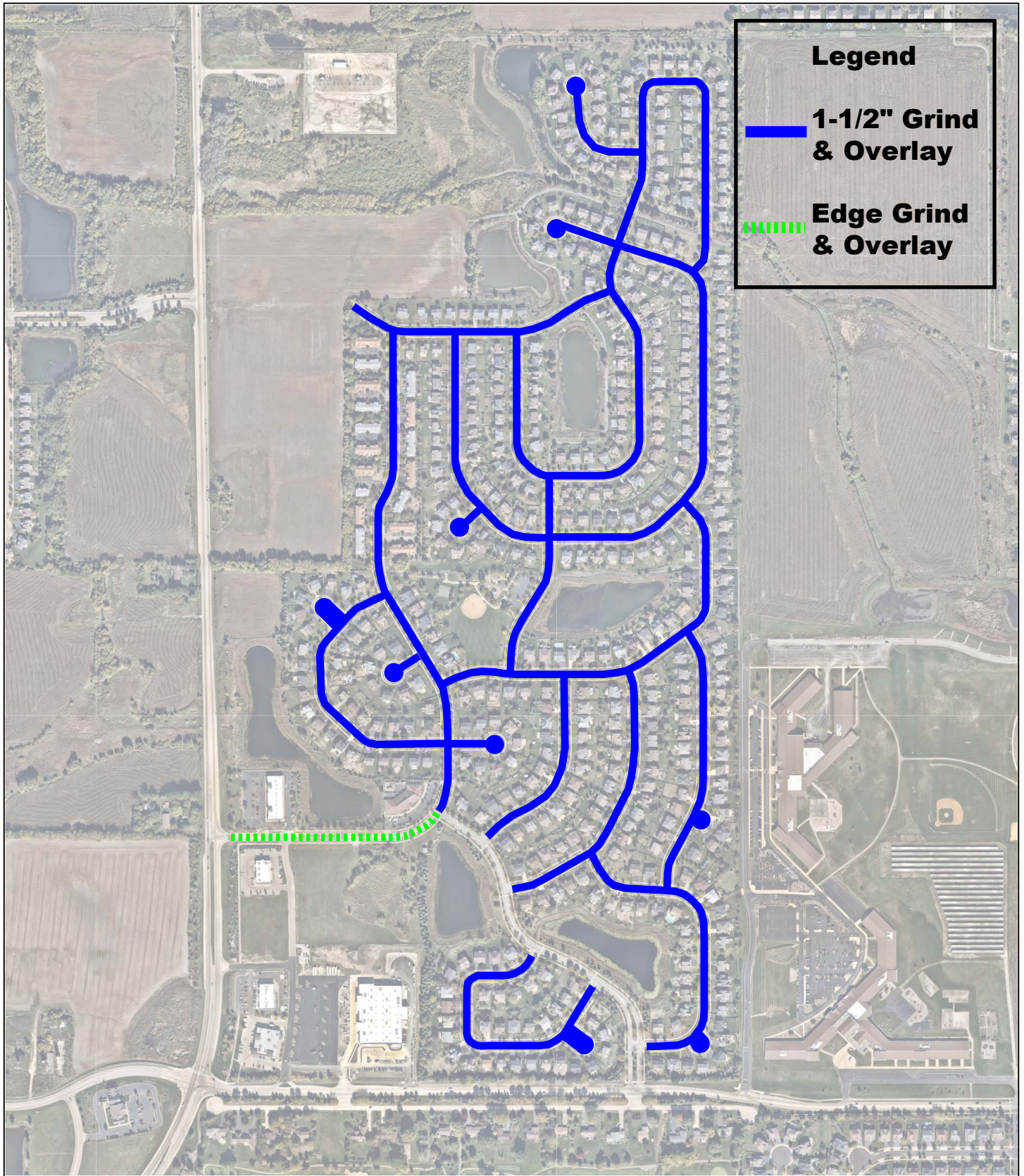
Not required.

Action Requested

A motion of the Village Board to authorize a Resolution Approving a Proposal for Professional Construction Engineering Services for the 2021 MFT Street Program – Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$138,000.

Exhibits

1. Project Limits & Construction Method Exhibit
2. Professional Services Agreement
3. Annual Street Improvement Program FY21 Cost Summary
4. Draft Resolution



Legend

-  **1-1/2" Grind & Overlay**
-  **Edge Grind & Overlay**

**Village of Huntley 2021 MFT Street Program
Pavement Rehabilitations**

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



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

SCALE: 1" = 700'

Print Date: 1/27/2021



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 2, 2021

Village of Huntley
10987 Main Street
Huntley, IL 60142

Attention: Mr. Tim Farrell

Subject: Proposal for Professional Construction Observation Services for the 2021 MFT Street Program

Dear Mr. Farrell:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Huntley (Village) would like to rehabilitate the streets listed below using MFT and local funds. As part of the 2017 MFT Street Program, Jamestown Road was rehabilitated by performing a 1½” grind and overlay from Reed Road to Rainsford Drive. In addition, all ADA Ramps along Jamestown Road were retrofitted to provide current ADA compliance.

Phase	Street Name	Limits	Rehabilitation	Area (SY)
1	Stockton Lane	Jamestown Rd. to Balmoral Dr.	1.5” Grind & Overlay	2,175
1	Balmoral Drive	Jamestown Rd. to Stockton Ln.	1.5” Grind & Overlay	4,008
1	Fairfield Road	Jamestown Rd. to Berkshire Ln.	1.5” Grind & Overlay	1,437
1	Berkshire Lane	Jamestown Rd. to Fairfield Rd.	1.5” Grind & Overlay	5,812
1	Rainsford Drive	Jamestown Rd. to IL Rt. 47	1.5” Grind & Overlay	4,876
2	Rainsford Drive	Jamestown Rd. to Newton Rd.	1.5” Grind & Overlay	3,918
2	Newton Road / Kingsbury Road	Rainsford Dr. to Rainsford Dr.	1.5” Grind & Overlay	5,901
2	Kingsbury Court	Rainsford Dr. to Cul de Sac	1.5” Grind & Overlay	1,434
2	Dover Court	Rainsford Dr. to Cul de Sac	1.5” Grind & Overlay	1,235
3	Abbey Road	Inverness Dr. to Caldwell Dr.	1.5” Grind & Overlay	3,170
3	Caldwell Drive	Rainsford Dr. to Victoria Ln.	1.5” Grind & Overlay	6,159
3	Aberdeen Lane	Jamestown Rd. to Caldwell Dr.	1.5” Grind & Overlay	3,154
3	Fairfield Road	Berkshire Ln. to Caldwell Dr.	1.5” Grind & Overlay	2,996
3	Sheldon Road	Berkshire Ln. to Caldwell Dr.	1.5” Grind & Overlay	5,031
4	Rainsford Drive	Newton Rd. to Edinburgh Ln	1.5” Grind & Overlay	4,390
5	Edinburgh Lane	Bristol Ln. to Dead End	1.5” Grind & Overlay	4,309
5	Inverness Drive	Edinburgh Ln. to Abbey Rd.	1.5” Grind & Overlay	4,006

Phase	Street Name	Limits	Rehabilitation	Area (SY)
5	Inverness Court	Inverness Dr. to Cul de Sac	1.5" Grind & Overlay	1,157
5	Welsh Lane	Edinburgh Ln. to Abbey Rd.	1.5" Grind & Overlay	2,473
6	Victoria Lane	Abbey Rd. to Durham Dr.	1.5" Grind & Overlay	5,895
7	Bristol Lane	Abbey Rd. to Devon Ln.	1.5" Grind & Overlay	4,850
7	Devon Lane	Bristol Ln. to Durham Dr.	1.5" Grind & Overlay	1,182
7	Devon Court	Bristol Ln. to Cul de Sac	1.5" Grind & Overlay	1,733
8	Bristol Lane	Devon Ln. to Durham Dr.	1.5" Grind & Overlay	2,919
8	Durham Drive	Bristol Ln. to Devon Ln.	1.5" Grind & Overlay	3,363
8	Buckingham Court	Bristol Ln. to Cul de Sac	1.5" Grind & Overlay	2,430

Total 90,013

BASE BID – COVINGTON LAKES SUBDIVISION

All rehabilitation methods will include spot repairs to curb and gutter (at locations of poor drainage, deteriorated concrete or at ADA ramps) PCC sidewalk repairs (at trip hazards equal to or greater than 1/2", and ADA accessible ramps retrofits). Also included will be select PCC and HMA driveway replacement meeting the Village's previously established criteria from past MFT Street Programs and any necessary structure adjustments, replacement of damaged public utility frames and lids in the roadway, replacement of defective roadway drainage structures and installation of thermoplastic pavement markings. All work shall be performed as per the Village and the ENGINEER's discretion.

1.5" Grind & Overlay – The grind and overlay pavement remediation alternative will include removing either 2" or 1 1/2" of the existing hot-mix asphalt and resurfacing the roadway with either 2" or 1 1/2" of new hot mix asphalt surface course. Base repairs will be performed using 4" deep Class D binder patching.

Edge Grind & Overlay – The grind and overlay pavement remediation alternative will include removing 1 1/2" of the existing hot-mix asphalt at the edge of pavement and resurfacing the roadway with 1 1/2" of new hot mix asphalt surface course. Base repairs will be performed using the 4" deep Class D binder patching and strip reflective crack control.

OPTION #1 BID – NORTHBRIDGE SUBDIVISION CRACK FILLING

The Option #1 Bid will include all work associated with the Base Bid and crack routing and filling the existing HMA edges of pavement constructed previously as part of the 2020 MFT Street Program within the Georgian Place Subdivision.

SCOPE OF SERVICES

Task 1 – Preconstruction Services:

- CBBEL will coordinate and attend a pre-construction conference with the Contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution.
- Obtain from the Contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we have not previously worked with a proposed sub-contractor, CBBEL will make every effort to check references.
- Review the construction schedule submitted by the Contractor for compliance with the contract. CBBEL will review the schedule in relation to any milestone dates in the

specifications. CBBEL will review the constructability of the Contractor's plan to ensure work is being completed in a logical sequence.

- CBBEL shall document all existing conditions with videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions. Digital pictures will be taken at individual residential driveway location for those which concrete removal and replacement work is being proposed.
- Develop a brief power point presentation for the project's public meeting to be held prior to the start of construction.
- Attend and present a brief power point presentation for the project at a public meeting.
- Review the Contractor's submitted schedule for compliance with the specifications and request revisions to the schedule by the Contractor as necessary.
- CBBEL will review submittals from the Contractor for conformance with the plans and specifications.

Task 2 – Construction Observation: CBBEL will provide up to one full-time Resident Engineer for the duration of the 2021 MFT Street Program's Option #1 Bid scope of work detailed above. Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Review construction notices with the Contractor and record the dates and addresses of notices distributed by the Contractor to individual residential properties.
- Be present when made aware by the Contractor that the Contractor is performing work on the project.
- Assist Contractors in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward documents with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.

- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Act as “Resident Engineer” with respect to IDOT.

Task 3 – Material Inspection: CBBEL will provide material inspection services through our sub-consultant Rubino Engineering Inc. (Rubino) of Elgin, IL. Rubino will complete the Quality Assurance (QA) material testing for concrete and asphalt at the site and QA testing at the plants. **There will be no mark-ups on the material testing subconsultant’s invoices.**

Task 4 – Post Construction Services: CBBEL will perform the following tasks once construction is complete:

- Once Contractor has fulfilled all obligations, prepare a final pay request for the Village’s approval.
- Prepare final paperwork documentation required by IDOT in accordance with the Bureau of Local Roads.

ESTIMATE OF FEE

Task	Task Description	Estimated Fee
1	Preconstruction Services	\$5,500.00
2	Construction Observation	\$110,400.00
3	Material Inspection	\$19,600.00
4	Post Construction Services	\$2,500.00
Total		\$138,000.00

CBBEL estimates \$138,000 for the tasks described above. The estimated fee will be billed to the Village on a time and materials basis, not to exceed the aforementioned total. All work performed under this proposal will be in accordance with our Master Agreement for Village Engineering Services.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor’s responsibility under the contract for construction.

If this proposal meets with your approval, please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF HUNTLEY:

BY: _____
TITLE: _____
DATE: _____

ANNUAL STREET IMPROVEMENT PROGRAM FY2021 COST SUMMARY
Village of Huntley, IL

FY2021 PROGRAM BUDGET	\$ 2,114,000.00
MFT Fund	\$ 1,000,000.00
Streets Improvement and Roads & Bridges	\$ 1,114,000.00
FY2021 PROGRAM EXPENSES	\$ 1,855,889.27
FY2022 Program Design Engineering (Budget)	\$ 76,000.00
FY2021 Program Construction Engineering (Covington)	\$ 138,000.00
FY2021 Construction Bid (Covington)	\$ 1,641,889.27
FY2021 PROGRAM EXPENSES (OVER)/UNDER BUDGET	\$ 258,110.73
<hr/>	
TOTAL PROGRAM EXPENSES (COVINGTON)	\$ 1,841,889.27
FY2020 Program Design Engineering	\$ 62,000.00
FY2021 Program Construction Engineering	\$ 138,000.00
FY2021 Construction Bid	\$ 1,641,889.27
PROGRAM ENGINEERING AS % OF CONSTRUCTION (COVINGTON)	12%

**RESOLUTION APPROVING A PROPOSAL FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR THE 2021 MFT STREET IMPROVEMENT PROGRAM**

Christopher B. Burke Engineering, Ltd.

Resolution (R)2021-03. __

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

WHEREAS, the Village of Huntley has received a proposal for Professional Construction Engineering Services, dated March 2, 2021 from Christopher B. Burke Engineering, Ltd. for the 2021 MFT Street Improvement Program; and

WHEREAS, the proposal includes project engineering consisting of resident engineering and construction observation services; and

WHEREAS, the approved Village FY21 Budget includes funding for the 2021 program of \$1,114,000.00 through the Streets Improvements and Road & Bridges Fund and \$1,000,000.00 through the MFT Fund; and

WHEREAS, the Village of Huntley has reviewed the proposal submitted and has determined that it is in the best interest to enter into a contract with Christopher B. Burke Engineering, Ltd.

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

SECTION I: The Village of Huntley hereby approves the execution of the Proposal for Professional Construction Engineering Services contract, dated March 2, 2021 from Christopher B. Burke Engineering, Ltd. for the 2021 MFT Street Improvement Program in the form attached hereto and copy of which is incorporated herein.

SECTION II: The Village President and Village Clerk are authorized to execute said Proposal with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$138,000.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoeft	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 11th day of March, 2021.

APPROVED:

ATTEST:

Village President

Village Clerk

Agenda Item: **Consideration - A Resolution Approving the Year 3 Bid Extension to JA Johnson Paving Company for the 2021 Edge Mill and Overlay Program**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

The Edge Mill and Overlay Program has allowed the Village to concentrate on additional road improvement areas within the Village outside of the larger MFT Program projects. In 2020, the Village completed work in Sun City Neighborhood 12 (Coventry Lane, Bull Ridge Drive, Brookwood Drive, Deer Meadow Lane, Tall Grass Trail), where the roadways were edge milled 1.5” at the curb line to address areas of rutting and 0” at the centerline, which creates additional crown for improved drainage and greater structural integrity. In 2021, work will take place in Sun City Neighborhood 11: Essex Lane, Greenbrier Lane, Stonebridge Lane, Nottingham Drive, Sedgwick Drive, Kensington Drive, and Stratford Lane.

On May 9, 2019, the Village of Cary received bids from four contractors for the Municipal Partnering Initiative (MPI) Pavement Patching Program. The MPI is a municipality-based buying initiative where agencies join forces to procure a wide range of public services in an effort to tap economies of scale. The Village of Cary was the lead MPI agency for this project and prepared the necessary contract bid documents. The four participating agencies included the Village of Huntley, Village of Cary, City of Crystal Lake, and the City of Woodstock. The Municipalities reserved the right to renew this contract for up to two additional one-year periods with 2021 being the third and final year.

The bid results for Year 3 (2021) Bid Alternate #2 Edge Mill and Overlay and using Village of Huntley engineer’s estimated quantities are summarized as follows:

J.A. Johnson Paving Company	\$191,856.50
Chicagoland Paving Contractors, Inc.	\$236,880.00
Curran Contracting Company	\$254,000.00
Schroeder Asphalt Services, Inc.	\$255,975.00

Staff Analysis

The Edge Mill and Overlay projects are examples of a progressive approach by the Village that demonstrates the commitment to finding alternative and effective pavement management solutions while stretching available dollars and expanding street improvements throughout the Village. The unit pricing and project cost of \$191,856.50 has been reviewed by the Public Works and Engineering Department staff. Based on acceptable performance for 2020, all is in order for consideration to approve the Year 3 Bid Extension to JA Johnson Paving Company.

Financial Impact

The FY21 Budget includes \$200,000 in the Streets Improvement and Roads & Bridges Fund, 420-00-00-8001 for the Edge Mill & Overlay Program.

Legal Analysis

None required.

Action Requested

A motion by the Village Board for a Resolution Approving the Year 3 Bid Extension to JA Johnson Company for the 2021 Edge Mill and Overlay Program.

Exhibits

1. Alternate #2 Bid Tab Year 3
2. 2020 Sun City NH 12 Before & After Poster
3. Edge Mill and Overlay Program (Sun City)
4. Draft Resolution

ALTERNATE # 2 BID TAB

JA JOHNSON (YEAR 3)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (0" - 1.5")	SQ YD	11900	\$2.31	\$27,489.00
HOT-MIX ASPHALT SURFACE COURSE 1.5"	TON	2150	\$76.45	\$164,367.50
STRUCTURES TO BE ADJUSTED	EACH	0	\$825.00	\$0.00
STRUCTURES TO BE ADJUSTED, SPECIAL	EACH	0	\$330.00	\$0.00
SUB TOTAL				\$191,856.50

CHICAGOLAND (YEAR 3)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (0" - 1.5")	SQ YD	11900	\$2.20	\$26,180.00
HOT-MIX ASPHALT SURFACE COURSE 1.5"	TON	2150	\$98.00	\$210,700.00
STRUCTURES TO BE ADJUSTED	EACH	0	\$715.00	\$0.00
STRUCTURES TO BE ADJUSTED, SPECIAL	EACH	0	\$275.00	\$0.00
SUB TOTAL				\$236,880.00

CURRAN (YEAR 3)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (0" - 1.5")	SQ YD	11900	\$4.00	\$47,600.00
HOT-MIX ASPHALT SURFACE COURSE 1.5"	TON	2150	\$96.00	\$206,400.00
STRUCTURES TO BE ADJUSTED	EACH	0	\$1,300.00	\$0.00
STRUCTURES TO BE ADJUSTED, SPECIAL	EACH	0	\$250.00	\$0.00
SUB TOTAL				\$254,000.00

SCHROEDER (YEAR 3)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (0" - 1.5")	SQ YD	11900	\$5.25	\$62,475.00
HOT-MIX ASPHALT SURFACE COURSE 1.5"	TON	2150	\$90.00	\$193,500.00
STRUCTURES TO BE ADJUSTED	EACH	0	\$650.00	\$0.00
STRUCTURES TO BE ADJUSTED, SPECIAL	EACH	0	\$1,350.00	\$0.00
SUB TOTAL				\$255,975.00

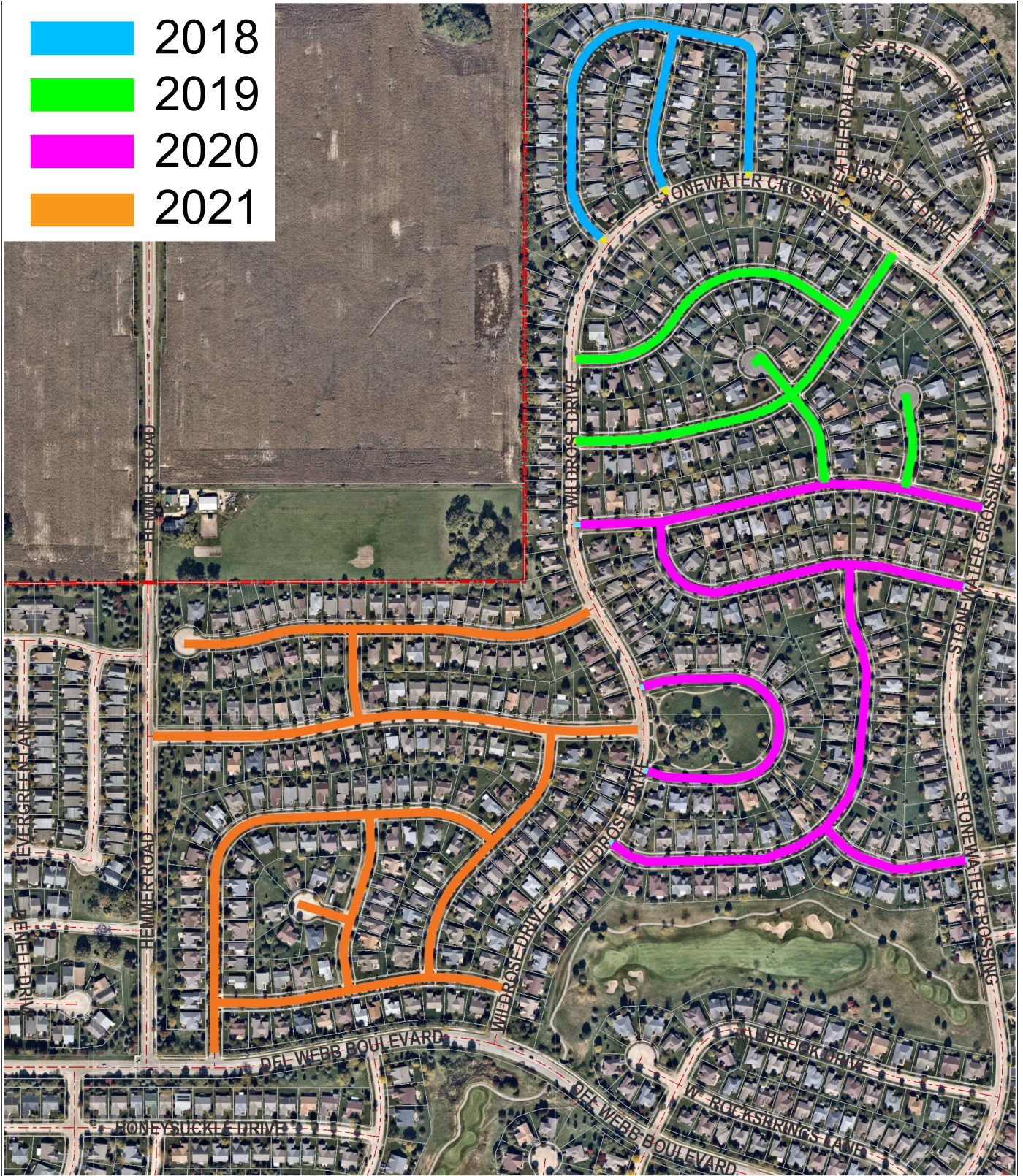
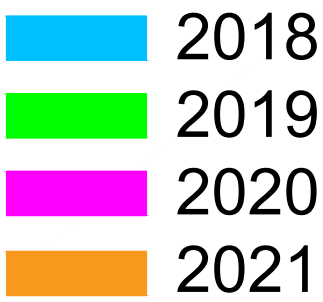
SUN CITY NH 12



BEFORE



AFTER



Village of Huntley GIS

EDGE MILL & OVERLAY PROGRAM (SUN CITY)

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



VILLAGE OF HUNTLEY

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

SCALE: 1" = 500'

Print Date: 2/24/2021

**RESOLUTION APPROVING THE YEAR 3 BID EXTENSION
TO JA JOHNSON PAVING COMPANY FOR THE
2021 EDGE MILL AND OVERLAY PROGRAM**

Resolution (R)2021-03.xx

JA Johnson Paving Company

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

WHEREAS, the FY21 Annual Budget includes \$200,000 for the Edge Mill & Overlay Program; and

WHEREAS, on May 9, 2019, sealed bids were opened and read aloud for the MPI Pavement Patching Program; and

WHEREAS, the lowest responsible bidder for Bid Alternate #2 Edge Mill & Overlay (2021) was J.A. Johnson Paving Company at \$191,856.50 using Village of Huntley engineer estimated quantities; and

WHEREAS, the bid documents allow for a Year 3 Bid extension for 2021; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to extend the Year 3 Bid Extension to J.A. Johnson Paving Company for the Village of Huntley 2021 Edge Mill and Overlay Program in the amount of \$191,856.50.

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

SECTION I: The Village of Huntley Approves the Year 3 Bid Extension to J.A. Johnson Paving Company for the Edge Mill & Overlay Program.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoeft	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 11th day of March 2021.

APPROVED:

ATTEST:

Village President

Village Clerk

Agenda Item: **Consideration – A Resolution Approving a Contract to Green Sky Consulting for the 2021 LED Building Lighting Upgrade Program**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

The Fleet Garage LED Lighting Upgrade was budgeted for FY21. In preparation for the upgrade, Public Works reached out to Green Sky Consulting to conduct a no-cost facility assessment of the Fleet Garage and to understand ComEd incentive offerings available. Green Sky Consulting facilitated the Village’s last lighting upgrade and ComEd incentive in the Public Works Garage in 2012. The ComEd instant discount offering will be covering 100% of the project cost for the Fleet Garage LED Lighting Upgrade Project with no upfront costs.

In light of the significant ComEd instant discount for the Fleet Garage and for future planning staff expanded the no-cost assessments to the remaining Village-owned buildings including the Public Works Garage, Municipal Complex, Wastewater Plants, Water Wells, Lift Stations, Chamber Building, and McHenry County Visitors Center. See full summary of the project costs and instant discounts below:

FACILITY	PROJECT COST	INSTANT DISCOUNT	VILLAGE COST	% COVERED BY COMED
FLEET & PW	\$33,095.15	\$33,095.15	\$0.00	100.00%
MUNICIPAL BUILDING	\$76,650.00	\$73,270.60	\$3,379.40	95.59%
OLD VILLAGE HALL (Chamber)	\$4,720.00	\$4,592.60	\$127.40	97.30%
VISITOR CENTER	\$400.00	\$349.60	\$50.40	87.40%
WASTEWATER PLANTS	\$11,200.00	\$7,315.00	\$3,885.00	65.31%
WASTEWATER PLANTS EXTERIOR	\$18,357.15	\$18,357.15	\$0.00	100.00%
COVINGTON LIFTSTATION	\$649.00	\$551.50	\$97.50	84.98%
KISHWAUKEE LIFT STATION	\$1,200.00	\$1,064.20	\$135.80	88.68%
REED ROAD LIFT STATION	\$860.00	\$623.75	\$236.25	72.53%
TALAMORE LIFT STATION	\$860.00	\$623.75	\$236.25	72.53%
WELL #7	\$1,760.00	\$1,149.50	\$610.50	65.31%
WELL #8	\$1,440.00	\$940.50	\$499.50	65.31%
WELL #9	\$1,760.00	\$1,149.50	\$610.50	65.31%
WELL #10	\$1,760.00	\$1,149.50	\$610.50	65.31%
WELL #11	\$4,040.00	\$3,638.60	\$401.40	90.06%
TOTAL	\$158,751.30	\$147,870.90	\$10,880.40	93.15%

The Fleet Garage is still using T12 Bulbs and will be upgraded to LED for an approximate energy savings of 70%. In addition, there are seven 250-watt metal halide flood lights on the outside of Public Works and the Fleet Garage that are contributing to the incentive.

In 2012, the Public Works Garage was upgraded from T12 Bulbs to T8 Bulbs for an approximate energy reduction of 35%. In 2021, upgrading from T8 Bulbs to LED Bulbs will result in an additional 30% energy savings, which is reflected above in the instant discount.

The Public Works Administration building currently has T8 bulbs that were installed as part of the expansion 20 years ago, but when upgraded to LED will still see a 30% reduction in energy, which is reflected above in the instant discount.

The Municipal Complex Building currently has T8 bulbs and some recessed downlights. Upgrading to LED will generate a 30% reduction in energy, which is reflected above in the instant discount.

The Old Village Hall is a mixture of T12 and T8 bulbs and when upgraded to LED will see a minimum 30% reduction in energy, which is reflected above in the instant discount.

The Visitor Center Building is a mixture of T12 and T8 bulbs and when upgraded to LED will see a minimum 30% reduction in energy, which is reflected above in the instant discount.

The sewer plants, sewer plant exterior, lift stations, and wells have a mixture of high intensity discharge (HID), T12 and T8 bulbs and when upgraded to LED will see a minimum 30% reduction in energy, which is reflected above in the instant discount.

Staff Analysis

Facility Assessments and reservation of instant discounts has been reviewed by Public Works and Engineering Department staff. All is in order to approve the contract for the 2021 LED Building Lighting Upgrade Program to Green Sky Consulting in the amount of \$10,880.40, reflecting an instant discount of \$147,870.90.

Financial Impact

The FY21 Budget includes funding in the Capital Projects and Improvements Fund, line item 400-00-00-8003 of \$16,000.

Legal Analysis

None required.

Action Requested

A motion of the Village Board to for a Resolution Approving a Contract to Green Sky Consulting for the 2021 LED Building Lighting Upgrade Program.

Exhibits

1. Village of Huntley Assessment Report Overview
2. Draft Resolution

Assessment Report

Rob Klemm • Village of Huntley Overview
11415 E MAIN ST, Huntley, IL 60142 - 7394

Monday, January 11, 2021

Financial Benefit

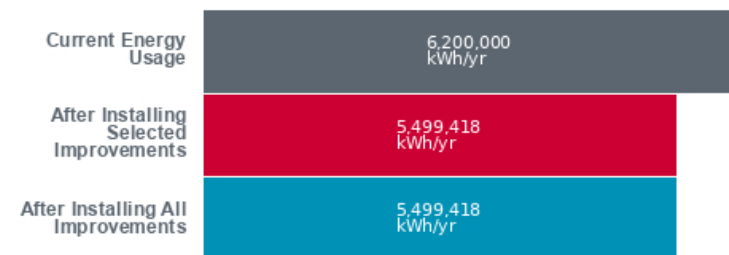
Projects can be costly. That is why ComEd provides instant incentives to reduce your project costs upfront. The table below shows your project costs before and after your instant incentives.

Cost of All Recommended Improvements	\$158,751.30
Cost of Selected Improvements	\$158,751.30
Instant Incentives from ComEd*	- \$147,870.90
Bonus Incentives from ComEd*	- \$0.00
Project Cost Due to Your Service Provider	\$10,880.40

*All incentives are subject to change and must be reserved to be guaranteed

Annual Energy Usage Benefit

The figure below shows your estimated electricity use over the last year, your estimated electricity use after installing selected improvements and your usage if all improvements were completed.



Receive a total project discount of:



Reduce your payback time to:



Lower your annual electric costs by:



Your Project Plan Includes All Recommended Improvements

Check back often -- we are always adding more ways to save money and energy.

PREPARED BY:

Scott Baloun • Green Sky Consulting • 815-355-5651 • sbaloun@greenskyconsulting.net

Applicant Information

Customer Information

Company Name: Village of Huntley Overview

Telephone: 847-561-3801

Contact Name: Rob Klemm

Email: rklemm@huntley.il.us

Title: Maintenance

ComEd Account Number: XXXXX58157

Address: 11415 E MAIN ST, Huntley IL, 60142 - 7394

Name as it appears on electric bill: Village of Huntley

Mailing Address: Same as facility address

Service Provider Information

Contracting Company Name: Green Sky Consulting

Contact Name: Scott Baloun

Title: Owner

Telephone: 815-355-5651

Address: 1142 Dovercliff Way, Crystal Lake IL, 60014

Email: sbaloun@greenskyconsulting.net

Illinois Commerce Commission Certification



You acknowledged that pursuant to Section 16-128B of the Illinois Public Utilities Act, ComEd cannot issue certain incentives or rebates unless it is provided with:

- 1) Certification that measure was self-installed by the ComEd customer, or**
- 2) Evidence that the measure was installed by an installer certified by the Illinois Commerce Commission**

You may qualify for more incentives from the ComEd Energy Efficiency Program. If so, we may contact you. For more information, visit ComEd.com/BizIncentives. You can also reach us by phone at **855-433-2700** or email us at BusinessEE@ComEd.com.

Project Plan

Work with your Service Provider to review this customized project plan. These improvements were identified during your free energy assessment. Receive an instant incentive on these improvements by completing the application, signing the program agreement and scheduling installation with your Service Provider.



New Lighting Solutions

Includes all recommended new T8/T5 fluorescent, induction and LED lighting.

Location	Existing	Proposed	Quantity	Energy Savings (kWh)
Village Hall- Board Room	TBD	5/6 Inch Can 4K	12	3,576.96
Village Hall- Board Room	TBD	5/6 Inch Can 4K	18	3,110.40
Village Hall-Admin	TBD	LED Stick 18 Watts 5K 2- Stick	142	42,327.36
Village Hall-Admin	TBD	LED Stick 18 Watts 5K 2- Stick	14	2,494.80
Village Hall-Admin	TBD	5/6 Inch Can 4K	10	2,592.00
Village Hall- Admin Floor 2	TBD	LED Stick 18 Watts 5K 2- Stick	125	37,260.00
Village Hall- Admin Floor 2	TBD	LED Stick 18 Watts 5K 2- Stick	22	2,613.60
Village Hall- Admin Floor 2	TBD	5/6 Inch Can 4K	3	518.40
Village Hall-Basement	TBD	LED Stick 18 Watts 5K 2- Stick	8	1,589.76
Village Hall-Basement	TBD	LED Stick 18 Watts 5K 2- Stick	6	712.80
Village Hall-Basement	TBD	LED Stick 24 Watts 5K 2- Stick	24	6,376.32
Village Hall-Stairwells	TBD	LED Stick 18 Watts 5K 2- Stick	34	29,512.30
Village Hall-Entry	TBD	LED Stick 18 Watts 5K 2- Stick	16	3,179.52
Village Hall-Entry	TBD	5/6 Inch Can 4K	11	3,278.88
Village Hall-Entry	TBD	5/6 Inch Can 4K	5	864.00
Village Hall-Entry	TBD	LED Stick 18 Watts 5K 2- Stick	4	475.20

Location	Existing	Proposed	Quantity	Energy Savings (kWh)
Village Hall-Police Station First Floor	TBD	LED Stick 18 Watts 5K 2- Stick	120	104,161.08
Village Hall-Police Station First Floor	TBD	LED Stick 18 Watts 5K 2- Stick	42	21,794.57
Village Hall-Police Station First Floor	TBD	5/6 Inch Can 4K	2	2,604.03
Village Hall-Police Station First Floor	TBD	5/6 Inch Can 4K	6	4,528.74
Village Hall-Police Station Second Floor	TBD	LED Stick 18 Watts 5K 2- Stick	120	104,161.08
Village Hall-Police Station Second Floor	TBD	LED Stick 18 Watts 5K 2- Stick	20	10,378.37
Village Hall- Police Basement	TBD	LED Stick 18 Watts 5K 2- Stick	66	57,288.59
Village Hall- Police Basement	TBD	LED Stick 18 Watts 5K 2- Stick	16	8,302.69
Village Hall- Elevators	TBD	LED Stick 18 Watts 5K 2- Stick	6	959.04
Village Hall- Break Room and MISC	TBD	LED Stick 18 Watts 5K 2- Stick	11	2,185.92
Village Hall- Break Room and MISC	TBD	LED Stick 18 Watts 5K 2- Stick	4	475.20
Village Hall- Break Room and MISC	TBD	5/6 Inch Can 4K	6	1,036.80
Public Works	TBD	LED Stick 18 Watts 5K 2- Stick	103	12,236.40
Public Works	TBD	LED Stick 18 Watts 5K 2- Stick	56	14,515.20
Public Works	TBD	LED Stick 24 Watts 5K 2- Stick	80	31,881.60
Public Works	TBD	LED Stick 18 Watts 5K 2- Stick	52	10,333.44
Fleet Garage	TBD	Maverick 100 Watt I-Body	17	6,683.04
Fleet Garage	TBD	Removal	5	2,721.60
Fleet Garage	TBD	Removal	2	2,160.00
Fleet Garage	TBD	LED Stick 24 Watts 5K 2- Stick	2	259.20
Fleet Garage	TBD	LED Stick 18 Watts 5K 2- Stick	3	596.16
West Sewer	TBD	LED Stick 18 Watts 5K 2- Stick	60	7,128.00

Location	Existing	Proposed	Quantity	Energy Savings (kWh)
East Sewer	TBD	LED Stick 18 Watts 5K 2- Stick	80	19,008.00
Wells 7 8 9 and 10	TBD	LED Stick 18 Watts 5K 2- Stick	84	19,958.40
Sewers New Building	TBD	LED Stick 24 Watts 5K 2- Stick	12	3,188.16
Old Village Hall	TBD	LED Stick 18 Watts 5K 2- Stick	18	1,788.48
Old Village Hall	TBD	LED Stick 18 Watts 5K 2- Stick	13	1,783.08
Old Village Hall	TBD	LED Stick 18 Watts 5K 2- Stick	6	427.68
Old Village Hall	TBD	LED Stick 18 Watts 5K 2- Stick	16	1,140.48
Lift Stations	TBD	LED Stick 18 Watts 5K 2- Stick	2	1,202.64
Lift Stations	TBD	LED Stick 18 Watts 5K 2- Stick	18	9,340.53
Visitors Center	TBD	LED Stick 18 Watts 5K 2- Stick	4	206.67
Well 11	TBD	LED Stick 18 Watts 5K 2- Stick	19	9,859.45
Well 11	TBD	LED Stick 18 Watts 5K 2- Stick	18	15,624.16
Well 11	TBD	LED Stick 18 Watts 5K 2- Stick	1	1,198.23
			Total	631,599.01



Outdoor Lighting Solutions

Includes all recommended outdoor new T8/T5 fluorescent, induction, LED lighting, ceramic discharge metal halide and LED channel signs.

Location	Existing	Proposed	Quantity	Energy Savings (kWh)
Public Works Exterior	TBD	Morris 100 Watt Trunion Mount	5	6,429.05
Public Works Exterior	TBD	PLT 40	4	6,012.52
Fleet Exterior	TBD	PLT 40	1	543.30
Fleet Exterior	TBD	Morris 100 Watt Trunion Mount	1	387.27
Fleet Exterior	TBD	Maverick 55 Watt Barn Light	2	2,065.44
Salt Bay	TBD	Morris 100 Watt Trunion Mount	1	3,872.70
Storage	TBD	PLT 40	1	1,503.13
Sewers Exterior	TBD	Morris 15 Watt Mini Wall Pack With Photo Cell	17	9,520.00
Sewers Exterior	TBD	Maverick 90 Watt Arm Mount	25	18,250.00
Sewers Exterior	TBD	PLT 40	7	5,810.00
Sewers Exterior	TBD	Morris 50 Watt Knuckle Mount	7	1,894.20
Old Village Hall	TBD	PLT 40	1	923.61
Lift Stations	TBD	Maverick 90 Watt Arm Mount	2	2,644.06
Lift Stations	TBD	Morris 15 Watt Mini Wall Pack With Photo Cell	5	5,070.80
Well 11	TBD	Morris 15 Watt Mini Wall Pack With Photo Cell	4	4,056.64
			Total	68,982.72



Additional Costs

Includes all additional costs related to the installation of your recommended energy-saving solutions.

Location	Cost Type	Quantity	Cost	
Village Hall-Admin	Other	1	\$750	
Public Works	Other	1	\$600	
Public Works	Lift Rental	1	\$740.15	
Sewers Exterior	Other	1	\$-37.85	
			Total	\$2,052.30

Take Action

ComEd is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. Designed with your business in mind, ComEd offers the highest levels of incentives and services. Your free energy assessment and instant incentives through our qualified Service Provider can help your business save money and energy. This report provides a customized project plan with instant incentives available and recommends improvements for your next project. We hope it is a valuable tool as you begin your energy-savings journey.



ASSESSMENT

Congratulations on completing an energy assessment through the ComEd Energy Efficiency Program.



PROJECT PLAN

Work with your Service Provider to select a project plan that works for you.



INSTALLATION

Your project will be installed by your preferred Service Provider and you will receive instant incentives. You only pay the balance after the incentives are applied.

YOUR SERVICE PROVIDER

Select a project plan and schedule your installation.



Green Sky Consulting
Scott Baloun, Owner
1142 Dovercliff Way, Crystal Lake, IL
60014
815-355-5651
www.greenskyconsulting.net

Reminder:

- ✓ All removed equipment must be recycled to ensure inefficient equipment is removed from the market.
-

Program Offering Agreement

Program Agreement for: Village of Huntley
Overview

Valid: November 2, 2020 - September 30, 2021

Service Provider Company: Green Sky
Consulting

Representative: Scott Baloun

Energy-Saving Improvements

Selected for Installation	Improvement Type	Yearly Energy Cost Savings	Quantity	Total Cost
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	12	\$1,200.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	18	\$1,800.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	142	\$12,070.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	14	\$1,190.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	10	\$1,000.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	125	\$10,625.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	22	\$1,870.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	3	\$300.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	8	\$680.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	6	\$510.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	24	\$2,040.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	34	\$2,890.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	16	\$1,360.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	11	\$1,100.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	5	\$500.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	4	\$340.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	120	\$10,800.00

Selected for Installation	Improvement Type	Yearly Energy Cost Savings	Quantity	Total Cost
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	42	\$3,570.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	2	\$200.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	6	\$600.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	120	\$10,200.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	20	\$1,700.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	66	\$5,610.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	16	\$1,360.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	6	\$510.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	11	\$935.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	4	\$340.00
<input checked="" type="checkbox"/>	LED Fixtures - Recessed Downlights	\$0.00	6	\$600.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	103	\$7,725.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	56	\$4,200.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	80	\$6,000.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	52	\$4,160.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	5	\$1,750.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	4	\$1,200.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	17	\$4,250.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	5	\$50.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	2	\$20.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	2	\$200.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	3	\$300.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	1	\$300.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	1	\$350.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	2	\$600.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	1	\$350.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	1	\$300.00

Selected for Installation	Improvement Type	Yearly Energy Cost Savings	Quantity	Total Cost
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	60	\$4,800.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	80	\$6,400.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	84	\$6,720.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	17	\$3,145.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	25	\$9,500.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	7	\$2,100.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	7	\$2,450.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	12	\$1,200.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	18	\$1,620.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	13	\$1,040.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	6	\$480.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	16	\$1,280.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	1	\$300.00
<input checked="" type="checkbox"/>	LED Fixtures	\$0.00	2	\$200.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	18	\$1,440.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	2	\$760.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	5	\$1,169.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	4	\$400.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	19	\$1,520.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	18	\$1,440.00
<input checked="" type="checkbox"/>	LED Fixtures - T8/T5 to LED	\$0.00	1	\$80.00
<input checked="" type="checkbox"/>	Outdoor: LED Fixtures	\$0.00	4	\$1,000.00

Additional Costs

Selected for Installation	Cost Type	Yearly Energy Cost Savings	Quantity Installed	Total Cost
<input checked="" type="checkbox"/>	Other	N/A	1	\$750.00
<input checked="" type="checkbox"/>	Other	N/A	1	\$600.00
<input checked="" type="checkbox"/>	Lift Rental	N/A	1	\$740.15

Selected for Installation	Cost Type	Yearly Energy Cost Savings	Quantity Installed	Total Cost
<input checked="" type="checkbox"/>	Other		1	\$-37.85
** Must Include L&B Retrofit		Total Project Installation Cost		\$156,699.00
		<i>Additional Costs</i>		\$2,052.30
		<i>Instant Incentives*</i>		-\$147,870.90
		<i>Bonuses from ComEd</i>		-\$0.00
		FINAL COST		\$10,880.40

*Projects must be approved and incentives reserved before any work begins. If the program does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact the program for a revised list of eligible improvements and pricing.

Terms and Conditions

Commonwealth Edison Company (“ComEd”) is offering the ComEd Energy Efficiency Program (“Program”) to eligible customers to facilitate the identification and implementation of cost-effective energy-efficiency improvements available for eligible non-residential customers (commercial, industrial, local governments, municipal corporations, public school districts, public universities, state and federal facilities). This Agreement sets forth the terms and conditions applicable to customer’s participation in the Program. By signing below, Customer agrees to comply with and be bound by these terms.

PROGRAM YEAR

Program incentives are offered from November 2, 2020 until September 30, 2021 or when approved funding is exhausted, whichever comes first. Funds are limited and applications are accepted on a first-come, first-served basis. If funding is exhausted in a given Program Year or the Program or an offering is cancelled, only projects which have received a written pre-approval will be considered for payment of incentives.

PROGRAM ADMINISTRATOR

ComEd has contracted and authorized Nexant, Inc. (“Program Administrator”) to administer the Program including such activities, but not limited to; review, processing, and approval of customer applications; pre and post inspections of customer facilities and facilitate project information requests from customers, and Contractors; completion of energy assessments at customer facilities; and measurement and verification activities.

CONTRACTORS

As a convenience to customers, ComEd may provide a list of Service Providers, distributors, manufacturers, and other organizations (“Contractors”) that may assist customers with the Program. Customer acknowledges that Contractors are independent contractors with respect to the Program, and that Contractors are not authorized to make representations or incur obligations on behalf of ComEd. Participation as a Contractor does not constitute an endorsement by ComEd, nor does it certify or guarantee the quality of work performed.

CUSTOMER ELIGIBILITY

- » 0 - 200 kW Peak Demand for Commercial and Industrial Businesses
- » 0 - 400 kW Peak Demand for local governments, municipal corporations, public school districts, community college districts, public universities, state and federal facilities
- » Within the ComEd service territory
- » Pay into the Energy Efficiency and Demand Response Adjustment (Rider EDA)
- » Receive electricity over ComEd wires regardless of retail electric supplier

before making such disclosure.

PROJECT ELIGIBILITY

Project requirements under the Program and this Offering include the following:

- » Projects must involve new equipment installed at an existing facility that results in a permanent reduction in electrical energy usage (kWh).
- » Equipment must be installed and operational.
- » Equipment must be new (not used or rebuilt, and not for resale) and used at the address for which savings are claimed.
- » Resale of replaced equipment is expressly forbidden.
- » Any measures installed at a facility must be sustainable and provide 100% of the energy benefits as stated in the application for a period of five years or for the life of the product, whichever is less. If the customer ceases to be a delivery service customer of ComEd, or removes the equipment or systems at any time during the five-year period or the life of the product, the customer may be required to return a prorated amount of incentive funds to ComEd.

Projects that are NOT eligible for an incentive include, but are not limited to, the following:

- » Under the Future Energy Jobs Act, customers who had an account with a load of 10MW or higher during the 12 months ending December, 2020 will not contribute to, nor participate in, the ComEd Energy Efficiency Program
- » Fuel switching (e.g., electric to gas or gas to electric) that does not result in a reduction of total BTUs of electricity and natural gas
- » On-site electricity generation (except as part of a qualifying Combined Heat and Power project)
- » Projects involving gas-driven equipment in place of electric equipment (such as a chiller)
- » Projects focused primarily on power factor improvement
- » Projects that involve peak-shifting (and not kWh savings)
- » Renewables

APPLICATION REVIEW PROCESS

Program Administrator will review application submission packages for eligibility in the order received. Applicants who submit incomplete applications will be notified of their deficiencies upon review of the application, but could experience delays in the approval process until all requested information is submitted. Program incentives exceeding \$25,000 for an account number will require additional review. Applicants are encouraged to call 855-433-2700 if they have any questions.

INSPECTIONS

ComEd reserves the right to inspect all projects to verify compliance with Program rules and verify the accuracy of project documentation. Upon reasonable notice by ComEd, Customer must agree to provide access to project documents and the facility where the efficiency measures were installed for a period of one year after project completion. Customer authorizes ComEd to verify the actual savings from the improvements installed by reviewing three years of billing and usage data pre-installation of the measures and two years post installation of the measures.

CUSTOMER INFORMATION

By signing below, Customer authorizes and acknowledges that ComEd may duplicate, disseminate, release and disclose Customer's information relating to Customer's application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information, billing data, and energy usage to Program Administrator, Contractors, and other approved third parties, as applicable, for the purposes of verifying Customer's eligibility for participation in the Program; processing the Customer's application; to verify equipment installation system operation and results; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, ComEd, Program Administrator, Contractors and approved third parties shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed

EVALUATION, MEASUREMENT AND VERIFICATION

The Program is evaluated annually by an independent third-party evaluator, as required by law. Customer's completed project may be selected for evaluation. Depending on the nature of the project, evaluation may include measurement and verification (M&V), the process of monitoring, measuring and/or verifying data related to equipment operation and electrical

Terms and Conditions (cont.)

consumption. Upon reasonable notice, Customer agrees to participate fully in the evaluation process by allowing access to the facility where the project took place and providing information and access to data required for M&V to the Program's evaluator and/or to complete a customer survey.

PROJECT COSTS

For equipment replacement items, the costs listed are estimated costs for materials. Taxes and costs above this base for items such as vapor tight fluorescent fixtures or installation equipment, e.g. lifts, are to be discussed with the customer by the Contractor. Project scope may include additional items not incentivized or listed in this report, please refer to your Contractor for additional documentation for items outside of this report. Incentive payments are issued directly to the Contractor. Customer is responsible for payment of remaining balance to the Contractor.

TOXIC MATERIALS

Neither ComEd nor its Program Administrator shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, PCBs or any other toxic substances.

All materials removed, including lamps and PCB ballasts, are required to be permanently taken out of service and disposed of in accordance with local codes and ordinances, and resale of replaced equipment is not allowed. Customer understands that its Contractor is responsible for recycling and disposal of old equipment in compliance with applicable codes or ordinances. (Information about hazardous waste disposal can be found at: www.epa.gov/epawaste/hazard/index.htm).

LIMITATIONS OF LIABILITY

IN NO EVENT WILL COMED AND PROGRAM ADMINISTRATOR, BE LIABLE FOR CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, THE OPERATION OF CUSTOMER'S FACILITIES, OR THE IMPLEMENTATION OF ECMs AT CUSTOMER'S FACILITIES. IN NO EVENT WILL COMED OR PROGRAM ADMINISTRATOR BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF CUSTOMER'S PARTICIPATION IN THIS OFFERING.

Each party hereby agrees to defend, indemnify and hold harmless the other party, its consultants, contractors and subcontractors, and their respective officers, employees, agents, assigns, and successors-in-interest ("Indemnified Parties") from and against any third party claims, damages, losses, liability, costs (including attorney's fees and expenses) for bodily injury to any person (including death resulting therefrom) and property damage arising out of or in connection with the Program, except to the extent such claims, damages, losses, liability and costs are caused by the negligence or willful misconduct of the other party.

ASSESSMENT REPORT

Customer understands that the Assessment Report ("Report") is provided by ComEd to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the facility address identified in Customer's application, information provided by Customer and from ComEd, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application. ComEd reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and final rebate amounts and the final incentive amount is based on approval of installed measures meeting all Program and Offering requirements.

NO WARRANTIES

Customer shall independently evaluate any advice or information offered by ComEd, Program Administrator or Contractors related to estimates of energy savings or project costs and is solely responsible for the selection and implementation of Energy Conservation Measures (ECMs). COMED AND PROGRAM ADMINISTRATOR MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE PERFORMANCE OR EFFECTIVENESS OF ANY POTENTIAL ENERGY OR COSTS SAVINGS, MEASURES IDENTIFIED, EQUIPMENT INSTALLED, MEASURES IMPLEMENTED, AND/OR SERVICES RENDERED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM. COMED AND PROGRAM ADMINISTRATOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

GOVERNING LAW

This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state of Illinois, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Cook County, Illinois.

PROGRAM CHANGES

ComEd reserves the right to modify, update, and amend the terms and conditions of the Program, including, but not limited to, making adjustments to incentive amounts, qualifying measures, and changing or cancelling the Program upon thirty (30) days written notice to Customer and/or Contractor. Pre-approved applications, for which the applicant has completed all Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by ComEd.

ENTIRE AGREEMENT

The terms and conditions set forth herein, including all attachments and incorporated references, constitute a complete statement of the terms and conditions applicable to Customer's participation and supersede all prior representations or understandings, whether written or oral.

DISCLAIMER

Customer shall be entitled to the energy cost savings realized by the customer that result from the installation of ECMs at the customer's site. In consideration of the services provided by ComEd as part of this Offering, the customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.

Terms and Conditions (cont.)

Project Summary	
Tool ID: 037808	Final Cost to Customer: \$10,880.40
Total Project Cost: \$158,751.30	Service Provider Company Name: Green Sky Consulting
Total Incentives: \$147,870.90	

Customer Signature

By signing below,

1. I certify that, as the Customer Representative, I have the authority to bind the Customer to these terms.
2. Customer agrees to the installation of the improvements with the above installation quantities as specified in the Report and that Customer will install the specified product(s) at the facility. I have been informed of the installation costs of the specified products and acknowledge and agree that the products were selected at my discretion.
3. I have read, understand and agree to comply with the terms and conditions set forth in this Agreement.
4. I agree that if I remove the energy-saving improvements installed before a period of five years or the end of the product life, whichever is less, then I shall pay back a prorated amount of incentive funds (equal to the cost of the energy-saving improvement(s)) to ComEd based on the actual period of time in which the related equipment was installed and operating (or the full amount if the equipment was never installed). I understand that this is necessary to assure that the project's related energy benefits will be achieved.
5. I consent to use of a third party service for purposes of electronically signing this Agreement and agree to be bound by electronic signature.

Customer company name

Customer representative signature Title

Customer print name Date

Terms and conditions apply. Offers are subject to change.
Actual savings will vary by customer's energy usage and rate.
© Commonwealth Edison Company, 2021
The ComEd Energy Efficiency Program is funded in compliance with state law.
SBMATCR 101320-1

**RESOLUTION APPROVING A CONTRACT
FOR THE VILLAGE OF HUNTLEY
2021 LED BUILDING LIGHTING UPGRADE PROGRAM**

Resolution (R)2021-03.xx

Green Sky Consulting

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

WHEREAS, the FY21 Annual Budget includes funding for the LED Building Lighting Upgrade Program; and

WHEREAS, fourteen (15) assessments were performed for fifteen (15) Village of Huntley facilities by Green Sky Consulting; and

WHEREAS, the total project cost is \$158,751.30 with \$147,870.90 instant discounts for the 2021 LED Building Lighting Upgrade Program for a total Village of Huntley cost of \$10,880.40 paid to Green Sky Consulting; and

WHEREAS, the Village has received approval from ComEd that reserves \$147,870.90 in instant discounts from the ComEd Energy Efficiency Program; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to authorize the contract to Green Sky Consulting for the Village of Huntley 2021 LED Building Lighting Upgrade Program.

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

SECTION I: The Village of Huntley approves the contract to Green Sky Consulting for the 2021 LED Building Lighting Upgrade Program.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoeft	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 11th day of March 2021.

APPROVED:

ATTEST:

Village President

Village Clerk

Agenda Item: **Consideration - A Resolution Approving a Contract to Safe Step, LLC through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Program for the 2021 Saw Cutting Program for the Not-to-Exceed Cost of \$150,000.00**

Department: **Public Works and Engineering Department – Administration and Engineering Division**

Introduction

The 2020 Sidewalk Cutting Program allowed the Village to saw cut 1,444 sidewalk vertical displacements in Northbridge, Sun City Neighborhoods 15,12,11, and other service request areas. Sidewalk cutting has proved to be the most efficient and cost effective means of addressing vertical displacements in the Village as compared to removal and replacement with a minimum 50% reduction in cost per panel. The sidewalk cutting criteria is as follows:

Condition Rating	Vertical Displacement	Recommended Treatment
Red	1.5" and Greater	REMOVE & REPLACE
Yellow	Between 0.25" – 1.5"	SAW CUT or GRIND
Green	0.25" and Less	NO TREATMENT

The FY21 Sidewalk Cutting Program is continuing to evolve in order to manage and address the numerous vertical displacements and provide a safe pedestrian access route (PAR) in the Village. The 2021 program consists of a more targeted approach and addresses all sidewalk vertical displacements in the annual Street Improvement Programs, which include MFT and Edge Mill and Overlay. Sidewalk service requests meeting the criteria above will also be included in this program. The Sidewalk Cutting Program areas are as follows:

- Covington Lakes
- Sun City Neighborhoods 14,17
- Various Service Request Areas

On April 26, 2018 The Interlocal Purchasing System (TIPS) received proposals for contract # 180205 Trades, Labor and Materials 2 (JOC). TIPS is a National Purchasing Cooperative where public entities join forces to procure a wide range of public services in an effort to tap economies of scale. Safe Step is part of a national franchise called Precision Concrete Cutting (PCC) and through TIPS, won a national saw cutting contract which is available for any municipality that is a member of TIPS. There is no fee for the municipality to join, and many of the Northern Illinois municipalities are already part the TIPS Cooperative. This will be the Village of Huntley’s second year as a member of the TIPS Cooperative.

Staff Analysis

Safe Step performed a budgetary survey in Covington Lakes in December 2020. The other proposed project areas will be surveyed by Safe Step in the spring and a detailed report with costs will be provided to Village Staff. The Public Works and Engineering Department Staff will review the reports and costs and authorize the saw cutting up to the not-to-exceed cost of \$150,000.00 in order of priority

as summarized below. Based on acceptable performance for 2020, all is in order for consideration to approve the contract award to Safe Step, LLC.

The estimated project costs and priority are summarized as follows:

Priority # 1	Covington Lakes Subdivision	\$95,000.00
Priority # 3	Sun City NH 14,17	\$50,000.00
Priority # 2	Various Service Request Locations	\$5,000.00

Financial Impact

The FY21 Budget includes \$150,000.00 in the Streets Improvement and Roads & Bridges Fund, line item 420-00-00-8000 for the Sidewalk Cutting Program.

Legal Analysis

None required.

Action Requested

A motion of the Village Board for a Resolution Approving a Contract to Safe Step, LLC through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Program for the 2021 Sidewalk Cutting Program for the Not-to-Exceed Cost of \$150,000.00.

Exhibits

1. 2020 Pedestrian Access Improvements Poster
2. Covington Lakes Sidewalk Budgetary Summary
3. TIPS Tri-Party Agreement
4. TIPS Award Letter
5. Draft Resolution



2020 PEDESTRIAN ACCESS IMPROVEMENTS

**\$432,000
ACROSS
SIX
PROJECTS
&
PROGRAMS**



**1,444 SAW
CUTS
PERFORMED**



**9.5
MILES
OF
SIDEWALK
INSPECTED**





Covington Lakes Sidewalk Budgetary Summary

Presented to: Jason Irvin
Village of Huntley
December 2020

Rob Strauss • Illinois Regional Director • 920.540.7414 • Rob@NoTrippin.com • www.notrippin.com
Information contained in this proposal is proprietary and confidential, and is to be used solely by Village of Huntley personnel in evaluating the project. Copying, unauthorized disclosure, reuse in any form is prohibited.

December 17, 2020

Jason Irvin
Village of Huntley
10987 Main St
Huntley, IL 60142



Jason,

You requested that Safe Step LLC perform a budgetary survey of the sidewalks in the Covington Lakes sub-division. You were looking for information regarding the scope of sidewalk defects present, and the estimated costs for trip hazard saw-cutting repairs, and the projected costs for the repair of slabs requiring repair and replacement. You requested this information for planning purposes for sidewalk repair in future years.

We completed the budgetary survey of the sidewalks and have presented our findings in this summary. Please review our findings and if you have any questions, please contact me for further discussions.

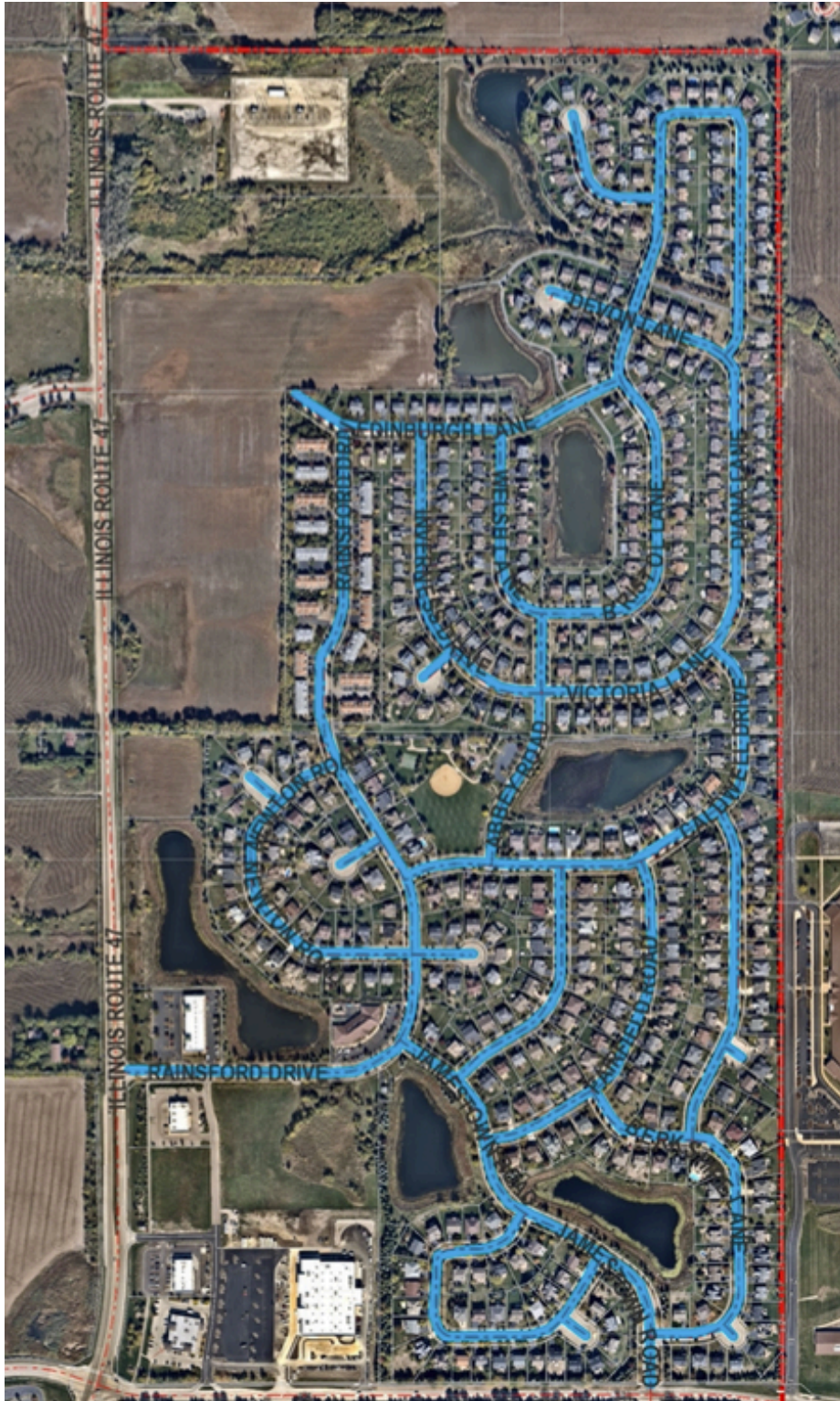
Budgetary Survey parameters

1. Safe Step LLC surveyed all the sidewalks in the survey area as shown on page 3 and visually estimated the number and size of slab displacements that met the Village criteria for horizontal saw-cutting repair. The displacement criteria was from 3/8" to 1.5".
2. Safe Step LLC also provided an estimate for the cost savings of utilizing the saw cutting process instead of replacing the displaced slabs.
3. There were no curb ramps included in this budgetary summary.
4. Safe Step LLC also estimated the number and amount of slabs that met the Village criteria that would require R&R to repair the sidewalk defects.
5. The survey summary does not supply any specific locations or size of any trip hazards found on the sidewalks. The survey and estimated quantities are only for budgetary purposes.

The Summary of the Budgetary Survey include:

- Area Map of Survey Area
- Summary of Saw Cutting locations and costs
- Cost Savings Analysis
- Summary of R&R locations and costs
- Summary of Data

Budgetary Survey Area



The map on the left was provided by the Village of Huntley to identify the sidewalk area that was surveyed for budgetary purposes. All sidewalks in the area were surveyed.

A total of 10.2 sidewalk miles were surveyed.



Street Saw Cut Locations, Costs, and Cost Savings

Survey Saw Cut Locations and Costs compared with Costs if R&R Repair Method Utilized

Street	Saw Cut Locations	Saw Cutting Costs (Est)	Slabs Saved (sq ft)	R&R Costs (Est)	Cost Savings
Abby Rd	35	\$2,318	1,015	\$6,598	\$4,280
Aberdeen Ln	34	\$2,508	957	\$6,221	\$3,713
Balmoral Dr	45	\$2,698	1,380	\$8,973	\$6,275
Berkshire Ln	58	\$4,104	1,659	\$10,782	\$6,678
Bristol Ln	134	\$9,918	4,379	\$28,464	\$18,546
Buckingham Ct	36	\$3,040	1,131	\$7,352	\$4,312
Caldwell Dr	75	\$5,586	2,479	\$16,113	\$10,527
Devon Ln	49	\$3,610	1,334	\$8,671	\$5,061
Diana Dr	68	\$4,636	2,024	\$13,157	\$8,521
Dover Ct	11	\$950	261	\$1,697	\$747
Durham Dr	80	\$6,004	2,649	\$17,221	\$11,217
Edinburgh Ln	76	\$5,586	2,580	\$16,769	\$11,183
Fairfield Rd	55	\$4,256	1,485	\$9,651	\$5,395
Inverness Dr	76	\$5,662	2,268	\$14,741	\$9,079
Jamestown Rd	44	\$2,584	1,392	\$9,048	\$6,464
Kingsbury Rd	36	\$2,736	1,102	\$7,163	\$4,427
Newton Rd	41	\$2,888	1,073	\$6,975	\$4,087
Rainsford Dr	103	\$7,030	6,432	\$41,809	\$34,779
Sheldon Rd	70	\$5,320	2,059	\$13,384	\$8,064
Stockton Ln	31	\$2,318	986	\$6,409	\$4,091
Victoria Ln	41	\$2,888	1,102	\$7,163	\$4,275
Welsh Ln	49	\$3,534	1,578	\$10,254	\$6,720
TOTAL	1,247	\$90,174	41,325	\$268,615	\$178,441

Cost Savings Analysis

The survey indicated that the **1,247** trip hazards would require the removal & replacement of approximately **41,325** ft² of sidewalk.

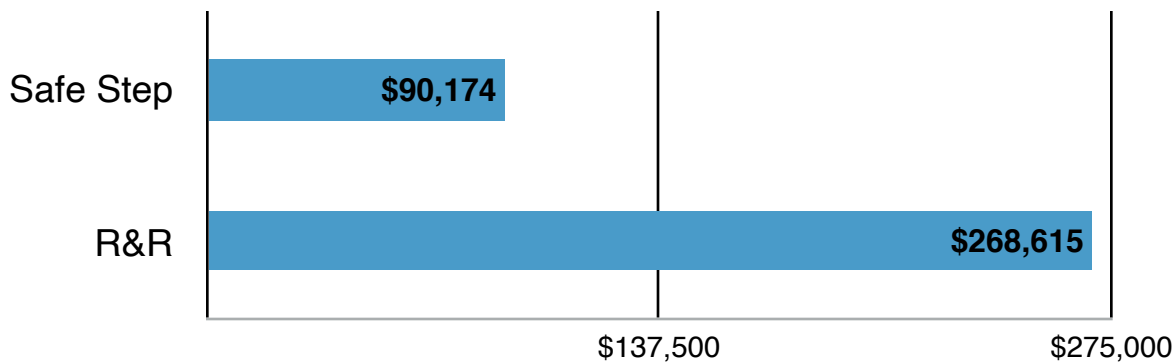
At an average remove and repair cost of **\$6.50/ft²**, the total would be **\$268,615**

The estimated cost of saw cutting using the Safe Step process was **\$90,174**, a savings of **\$178,441**

Cost Summary

Total Trip Hazard Repairs:	1247
Remove and Replace Cost:	\$ 268,615
Safe Step Cost:	\$ 90,174
Cost Savings:	\$ 178,441

Cost Comparison



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.

Rob Strauss • Illinois Regional Director • 920.540.7414 • Rob@NoTrippin.com • www.notrippin.com

Information contained in this proposal is proprietary and confidential, and is to be used solely by Village of Huntley personnel in evaluating the project. Copying, unauthorized disclosure, reuse in any form is prohibited.



R&R Locations, Costs, and Survey Data

Locations of sidewalk defects requiring R&R for Repair. (Locations not suitable for saw cutting)

Street	# of R&R Locations	# of slab Sq. Ft to be replaced	R&R Costs (Est)
Abby Rd	1	30	\$195
Aberdeen Ln	2	50	\$325
Balmoral Dr	4	190	\$1,235
Berkshire Ln	2	53	\$345
Bristol Ln	5	158	\$1,027
Buckingham Ct	4	170	\$1,105
Caldwell Dr	10	343	\$2,230
Devon Ln	3	80	\$520
Diana Dr	6	325	\$2,113
Dover Ct	0	0	\$0
Durham Dr	5	195	\$1,268
Edinburgh Ln	5	140	\$910
Fairfield Rd	4	108	\$702
Inverness Dr	2	50	\$325
Jamestown Rd	0	0	\$0
Kingsbury Rd	2	55	\$358
Newton Rd	6	175	\$1,138
Rainsford Dr	11	408	\$2,652
Sheldon Rd	3	160	\$1,040
Stockton Ln	3	110	\$715
Victoria Ln	0	0	\$0
Welsh Ln	2	50	\$325
TOTAL	80	2,850	\$18,525



Summary of the Data

1. Safe Step LLC surveyed all the sidewalks in the survey area and identified all sidewalk defects that were either required R&R repairs or were suitable for horizontal saw-cutting repair.
2. A total of **10.2** miles of sidewalk were surveyed. The total cost of the 10.2 miles of sidewalk infrastructure in the survey area is approximately **\$1,750,000**
3. Safe Step LLC identified a total of **1,247** locations that were suitable to repair the slab displacement with the saw cutting process at a cost of approximately **\$90,174**
4. If R&R of the slabs was utilized, the repair of these slab displacements would have required approximately 41,325 sq. ft. of slab removal and replacement and at a cost of **\$268,615**.
5. Safe Step LLC also identified 80 locations where the slabs require R&R repair because the slab defects cannot be repaired with the saw cut method. There was approximately **2,850 sq. ft.** of slab needing R&R at a cost of **\$18,525**.
6. Should the Village go forward with making all saw cut repairs and R&R repairs, the total cost of repairs for this survey area would be approximately **\$108,699**.

Moving Forward

1. This summary budgetary survey provides approximate data and costs for the amount of sidewalk repair needed in the survey area.
2. Should the Village move forward with horizontal saw cut repairs in this area, Safe Step LLC will provide detailed survey information to the Village of Huntley.
3. Safe Step LLC will make itself available to make recommendations and share our expertise to help develop a program that makes the most sense for the Village.
4. If you have any questions or require further clarification, please contact Rob Strauss at your convenience.

Rob Strauss
920-540-7414
rob@Notrippin.com

Rob Strauss • Illinois Regional Director • 920.540.7414 • Rob@NoTrippin.com • www.notrippin.com
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**The Interlocal Purchasing System
A Department of Education Service Center, Region 8
4845 US Highway North, Pittsburg, Texas 75686**

**Limited Assignment of TIPS Construction Contract
This is a Tri-Party Assignment Agreement.**

The intent of this form is to permit the named Assignee, an authorized contractor of the Assignor, to perform work under the The Interlocal Purchasing System (TIPS) contract held by the Assignor and named herein. This contractual assignment of rights is not exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the agreement of TIPS.

The Assignor, retains all contract rights to the named contract, but is temporarily assigning limited, non-exclusive rights under the referenced contract to the assignee for the purpose of performing and completing the construction or related project(s) as specifically granted by the Assignor, in writing, from time to time and as permitted under the assigned TIPS contract award.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties at the addresses provided in the signature block herein.

This assignment may be terminated by the Assignor or the Assignee for cause, no cause or for convenience with ten (10) days written notice to the other two (2) parties. The assignee is not granted rights to assign their rights under the assignment to any party or for any purpose.

TIPS Contract name and number: Trades, Labor and Materials 2 (JOC) - 180205

Assignor (original TIPS contract holder): Precision Concrete Cutting

Assignee (company assigned contract): Safe Step, LLC

Assignment number: (provided by TIPS) 4129

The Assignor, non-exclusively and as limited herein, assigns the Assignor's contractual rights and obligations under the specified TIPS contract to the named Assignee for the limited time and purpose as described herein until Assignor's TIPS contract expires by its terms or this assignment agreement is terminated as provided herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract and must comply with all applicable federal, state and local law, regulations and rules. The Assignor's TIPS Agreement, the incorporated Request for Competitive Sealed Proposal and the Assignor's response to the TIPS Request for Competitive Sealed Proposal is hereby incorporated as Exhibit "A" to this form as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached, they are incorporated herein by reference as if copied verbatim.

Any and every project performed under this assignment by the Assignee shall require and be approved by the Assignor and TIPS by execution of the TIPS form entitled "Specific Project Approval for TIPS Vendor Contract Assignment". TIPS shall enter the executed "Specific Project

Approval for TIPS Vendor Contract Assignment” form in the Assignor’s file at the TIPS offices as a record of the permitted transaction under this assignment. All “Specific Project Approval for TIPS Vendor Contract Assignment” forms executed by the parties under this assignment shall be incorporated into this assignment document by reference as if copied verbatim.

Any project performed under this assignment by the Assignee for another party approved by TIPS and the Assignor by execution of the form entitled “Specific Project Approval for TIPS Vendor Contract Assignment” to this assignment and entered into by the Assignee with another party to provide goods or services under the assigned contract shall survive the termination of this assignment or the termination of the Assignor’s original contract with TIPS until completion of the contracted project.

Payment and Performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of royalty fees of the total project cost paid by cash by the Assignee. Other additional consideration may be demanded and received by the assignor from the Assignee in relation to this assignment.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignor over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be to the responsibility of the Assignor but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

Signature block on page 3 of 4

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Meredith Barton

Signature: _____

Title: Vice-President of Operations

Address: 4845 US Highway 271 North

City, State Pittsburg, TX

Zip: 75686 Date: _____

Name of Assignor Company: Precision Concrete Cutting

Printed Name of Authorized Signatory: Matt Haney

Signature: _____

Title: President

Address: 3191 N. Canyon Rd.

City, State Provo, UT

Zip: 84604 Date: _____

Name of Assignee Company: Safe Step, LLC

Printed Name of Authorized Signatory: Chris Ott

Signature: 

Title: Owner

Address: PO Box 411, 130 Industrial Park Avenue

City, State Hortonville, WI

Zip: 54944 Date: _____

Primary Contact Name: Logan Ott

Primary Contact Email: logan@notrippin.com

Primary Contact Phone: (920) 540-6887

EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED BELOW

Exhibit "A" includes:

1. Assignor's TIPS Agreement,
 2. The TIPS Request for Competitive Sealed Proposal related to this assignment
 3. Assignor's response to the TIPS Request for Competitive Sealed Proposal
- and is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff insert below the above-named documents.

Assignor's TIPS Vendor Agreement: Precision Concrete Cutting

https://www.tips-usa.com/assets/Vendorspdf/18020502_Trades_Labor_Materials_JOC_Contract_Precision_Safe_Sidewalks_LLC.pdf

TIPS Request for
Competitive Sealed Proposal: RCSP 180205 - Trades, Labor and Materials 2

[https://www.tips-usa.com/assets/Commoditypdf/RCSP_Solicitation_180205%20\(2\).pdf](https://www.tips-usa.com/assets/Commoditypdf/RCSP_Solicitation_180205%20(2).pdf)



4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com 866-839-8477 tips@tips-usa.com

April 27,2018

Precision Safe Sidewalks LLC
Dave Lardner
PO Box 5632
Austin, TX 78763

RE: TIPS Awarded Contract – **Trades, Labor and Materials 2 (JOC)**
TIPS Contract Number – **180205**

AGREEMENT AWARD FOR JOC

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region 8 Education Service Center has awarded a Agreement to **Precision Safe Sidewalks LLC** for **Trades, Labor and Materials 2 (JOC)**. This Agreement will be in effect from **04/26/2018** through **04/22/2021**, The first one (1) year extension is automatic unless either party exercises its right to termination as provided in the Part 2 JOC Vendor Agreement. The second one-year term extension may be executed with the agreement of both parties. Total potential term of Agreement, with all renewals, will be approximately 48 months unless terminated as provided in the Agreement.

REPORTING OF SALES

TIPS Sales **MUST** be reported on a Monthly or Bi-Monthly schedule, unless otherwise agreed upon by both parties. TIPS will send an automated invoice of sales from submitted PO's every 90 days. If no sales were paid to you by TIPS Members, then no report is due. **SALES INFORMATION is REQUIRED** with the submission check, and a reporting template is available! To request the current reporting template or for questions regarding reporting of sales, contact Aide Vallejo at accounting@tips-usa.com.

PROCESSING PURCHASE ORDERS

Awarded Vendor **MUST** direct TIPS members to email all PO's to TIPSPO@tips-usa.com. The TIPS office will validate purchase orders and forward to you as the Awarded Vendor for processing. The Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. The vendor will receive an email confirmation of the PO approval and a link to download the PO.

DOING BUSINESS IN WEST VIRIGINA

If your company will not be doing business in West Virginia, disregard this section. If your company can serve members in West Virginia, you must review, agree, sign and forward by US Mail a **RESA-8 TERMS AND CONDITIONS** document that is available from the TIPS Office. Contact Karen Walton at [Karen Walton](mailto:KarenWalton@tips-usa.com) for a West Virginia Agreement. If you do not sign and mail this document, your company will not have the opportunity to sell services to any of the West Virginia Members through the TIPS Vendor Awarded Agreements. **Form must be mailed to RESA-8 Office in West Virginia at 109 South College Street, Martinsburg, West Virginia 25401.** You must have this document signed by RESA 8 prior to selling your services through TIPS to WV members.

VENDOR WEB PAGE REVIEW

Go to www.tips-usa.com hover over "Agreements" and click on "All Vendors". Find your company in the list and click on your company name. Take a moment to review the information posted for your company. Notify the TIPS office at tipspo@tips-usa.com of changes. If you would like to have your company logo displayed on your vendor page, you may email it to TIPS at tipspo@tips-usa.com and we will be glad to add it to your vendor page. Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password.

Here are the instructions:

1. Go to www.tips-usa.com
2. Hover over "Vendors" and click on "Vendor Login"
3. Click on "Reset Password" link
4. Enter your email address in both boxes, click "Send"
5. You will receive a system generated email with a "reset" link,
 - a. Click on the link in the email to complete the setup

Not all information can be changed by the vendor. If you are not able to update information, notify the TIPS Team at tips@tips-usa.com to request the changes. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc.)

To access a user's guide for the TIPS Vendor Portal, click [here](#).

To Setup ADDITIONAL USERS:

Login to the Vendor page. Hover over "My Account" and click on "Authorized" Users – Click on Add Users. Fill in the required fields of information then click ADD. Users can be given FULL or VIEWER permissions. Full permission gives the user the same access as the Primary Contact. The person responsible for paying the TIPS 2% Admin Fee needs FULL permissions. NOTE: the only person who can set up additional users is the Primary Contact for the Vendor Agreement. **TIPS Proposal and Purchase Order Requirements for JOC Agreements: Proposal Format** • Provide the TIPS Member a proposal cover letter about the project, and • Detailed Scope of Work, and • RS Means Line Item Estimate **** If you utilize a company Agreement, the Agreement must reference TIPS Agreement No 170201. If an AIA Agreement document is used, the AIA document needs to reference TIPS Agreement No 170201.****PO Instructions** • Instruct the TIPS Member to send their PO and your proposal, scanned as one PDF document and attached to an email, to tipspo@tips-usa.com. **** RS Means Line Item Estimate must accompany PO, Company Agreement, or AIA document. RS Means Support** TIPS Estimator: Heath Hinton heath.hinton@tips-usa.com (903) 575-2629 (Direct) (866) 839-8477 (Toll-Free)

"Purchasing Made Personal"

CERTIFICATE of AWARDED CONTRACT



Awards
Precision Safe Sidewalks LLC
for
Trades, Labor and Materials 2 (JOC)
Contract No 180205

Dr. David Fitts
Executive Director
Region 8 ESC



Visit www.tips-usa.com for details on this Awarded Vendor

"Purchasing Made Personal"

**RESOLUTION APPROVING A CONTRACT TO SAFE STEP, LLC
THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS)
COOPERATIVE PURCHASING PROGRAM FOR THE 2021 SAW CUTTING PROGRAM
FOR THE NOT-TO-EXCEED COST OF \$150,000.00**

Resolution (R)2021-03.xx

Safe Step, LLC

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

WHEREAS, the Streets Improvement and Road & Bridges Fund includes sufficient funds for the Sidewalk Cutting Program; and

WHEREAS, on April 26, 2018, sealed bids were opened and read aloud through The Interlocal Purchasing System (TIPS) for contract # 180205 Trades, Labor and Materials 2 (JOC) with provisions for annual contract renewal terms; and

WHEREAS, the lowest responsible bidder for the 2021 Sidewalk Cutting Program was Precision Concrete Cutting; and

WHEREAS, Safe Step, LLC. has been assigned the contract from Precision Concrete Cutting through the Tri-Party Assignment Agreement; and

WHEREAS, the bid included contract extensions for 2021; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to authorize a contract award to Safe Step, LLC. for the Village of Huntley 2021 Sidewalk Cutting Program.

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

SECTION I: The Village of Huntley Authorizes the contract for the 2021 Sidewalk Cutting Program to Safe Step, LLC through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Program in the amount Not to Exceed \$150,000.00.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoefl	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 11th day of March, 2021.

APPROVED:

ATTEST:

Village President

Village Clerk

Agenda Item: **Consideration – A Resolution Authorizing a Fireworks Display Agreement with the Huntley Park District**

Department: **Village Manager’s Office**

Introduction

In preparation for the annual Independence Day Fireworks Display on July 4, 2021 (rain date July 5th), it is proposed the event be held again in Deicke Park and Warrington Park.

As gatherings are subject to regulations by the State and Governor as it relates to Covid-19, if necessary the fireworks show can be held as a drive-in event as it was in 2020, on September 5th.

Staff Analysis

Parking and Traffic

As outlined in the agreement, the Village is responsible to request permission from the owner of the old North school parcel for off-site parking. It is anticipated that the old North school site will not be available as it is currently being farmed. Should this still be the case, parking will be set up as planned for the 2019 Huntley Fall Fest on site. With the possible assistance of CPA Volunteers, Police Explorers and Staff, the Village will coordinate safe and efficient parking in the designated parking areas.

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

Event Set Up / Clean Up

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

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

As it is done each year, Mad Bomber will obtain the appropriate approvals from the Huntley Fire Protection District for the display. Mad Bomber will also name the Huntley Park District and the Village of Huntley as an additional insured on the Certificate of Liability Insurance obtained for the event.

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

Financial Impact

Expenses for the Independence Day Fireworks Display come from line item 100-10-00-6352 (Special Events).

Legal Analysis

The agreement will also go before the Park District Board for approval.

Action Requested

A motion of the Village Board to Approve a Resolution Authorizing the Fireworks Display Agreement with the Huntley Park District for 2021 on July 4th (Rain date: July 5th).

Exhibits

1. Fireworks Display Agreement
2. Draft Resolution

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT made this 11th day of March 2021, by and between the VILLAGE OF HUNTLEY, an Illinois municipal corporation (hereinafter referred to as “Village”) and the HUNTLEY PARK DISTRICT, an Illinois Park District (hereinafter referred to as “District”).

W I T N E S S E T H

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

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

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

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

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

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

1. Village shall be permitted to use Deicke Park and Warrington Park for a Fireworks Show. The date of the event shall be July 4, 2021 with a show time of approximately 9:30 pm. The rain date for the event shall be July 5, 2021, with a show time of approximately 9:30 pm. The display shall be done by Mad Bomber and Mad Bomber shall be permitted access to Deicke Park and Warrington Park to set up the display on the date thereof.
2. Village shall attempt to obtain permission from the owner of the old North school parcel for off-site parking. If the North school parcel is not available, parking will be set up on site as was done for the 2019 Huntley Fall Fest. Village shall be responsible for setting up all parking, including parking lanes on the old North school site (if available) in a manner comparable to the parking program employed by District for the Huntley Fall Fest.

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

14. This Agreement, together with any exhibits attached hereto (all of which are incorporated by reference herein), contains the entire understanding and agreement between the parties and supersedes any prior understanding or written or oral agreement between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. No oral modification, amendment or change shall be allowed with respect to this Agreement, and any modifications, amendments or changes hereto must be in writing and signed by the Corporate Authorities of the Village and the District respectively.
15. This Agreement may be signed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

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

VILLAGE OF HUNTLEY

HUNTLEY PARK DISTRICT

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

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

Dated: _____, 2021

Dated: _____, 2021

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

Resolution (R)2021-03.**

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

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

WHEREAS, the Village has determined that it is in the best interest to enter into an Agreement with the Huntley Park District to hold a 2021 Fireworks Show in Deicke Park and Warrington Park on July 4, 2021 (rain date July 5, 2021).

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

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

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoefl	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 11th day of March, 2021.

APPROVED:

Village President

ATTEST:

Village Clerk