Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:33 AM
To: Julie Friebele
Subject: FW: Plan of Finance Outline Memo
Attachments: ATT00001.htm; image001.jpg; Plan of Finance Outline 11.7.17.docx; ATT00002.htm

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: David Silverman [mailto:dsilverman@msclawfirm.com]
Sent: Tuesday, November 07, 2017 11:40 AM
To: Marian Gibson <marian.gibson@villageofelwood.com>; Jim Sparber <jsparber@baxterwoodman.com>; Bob Rychlicki <rrychlicki@kanemckenna.com>; Zoran Milutinovic <zoran@kanemckenna.com>
Subject: Fwd: Plan of Finance Outline Memo

[redacted]

David J. Silverman
Mahoney, Silverman & Cross ,LLC
822 Infantry Drive , Suite 100
Joliet , Il 60435
815 730 9500
Dsilverman@msclawfirm.com
Www.msclawfirm.com

Begin forwarded message:

> **From:** Marie Carlson <mcarlson@msclawfirm.com>
> **Date:** November 7, 2017 at 11:26:04 AM CST
> **To:** David Silverman <dsilverman@msclawfirm.com>
> **Subject: Plan of Finance Outline Memo**

Marie Carlson
Legal Assistant
MAHONEY, SILVERMAN & CROSS, LLC
822 Infantry Drive, Suite 100, Joliet, Illinois 60435

Phone: (815) 730-9500 Facsimile: (815) 730-9598
mcarlson@msclawfirm.com | www.msclawfirm.com

KENDALL COUNTY OFFICE:
126 S. Main Street, Oswego, IL 60543 (630) 554-7800
COOK COUNTY OFFICE:
180 N. LaSalle Street, Suite 3700, Chicago, IL 60601 (312) 216-5101
This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distributi of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have rec message in error, and delete it. Thank you.

The Law Firm of
MAHONEY, SILVERMAN & CROSS, LLC
822 INFANTRY DRIVE
JOLIET, ILLINOIS 60435
815/730-9500
FAX 815/730-9598
www.msclawfirm.com

ASHLEY E. BECHTOLD
SEAN D. BRADY
HANNAH R. BRENNAN
THOMAS H. CROSS III
ERIC P. HANSON
JEAN A. KENOL
JORDAN M. KIELIAN
GEORGE F. MAHONEY III
LAURA L. MALINOWSKI

JAMES A. MURPHY
DAVID J. SILVERMAN
MARJJ A. SWANSON
BRYAN M. WELLNER

Counsel to the Firm
ROBERT J. BARON
R. PETER GROMETER
GRANT S. WEGNER

DRAFT

MEMORANDUM

Attorney-Client Work Product Privileged

TO: Marian Gibson
James Sparber
Robert Rychlicki
Zorn Milutinovic

FROM: David J. Silverman

DATE: November 7, 2017

RE: Village Plan of Finance position overview

[redacted]

[redacted]

DRAFT

KENDALL COUNTY OFFICE: 126 S. MAIN STREET OSWEGO, IL 60543 (630) 554-7800
COOK COUNTY OFFICE: 180 N. LASALLE ST. SUITE 3700 CHICAGO, IL 60601 (312) 216-5101
PLEASE REPLY TO JOLIET OFFICE

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:27 AM
To: Julie Friebele
Subject: FW: Elwood
Attachments: Preliminary Tax Pro Forma Analysis - Baseline Scenario (Draft - For Internal Review Only) 10.10.17.pdf; Summary of Bond Balances (Preliminary Draft - For Internal Review Only) 11.16.17.pdf

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Zoran Milutinovic [mailto:zoran@kanemckenna.com]
Sent: Thursday, November 30, 2017 4:25 PM
To: Marian Gibson (marian.gibson@villageofelwood.com) <marian.gibson@villageofelwood.com>
Cc: David Silverman (dsilverman@msclawfirm.com) <dsilverman@msclawfirm.com>; robert rychlicki <rrychlicki@kanemckenna.com>
Subject: Elwood

Marian,

Pursuant to your request please see the attached preliminary analyses.

Please do not hesitate to contact us with any questions.

Zoran

PRELIMINARY - DRAFT - FOR INTERNAL REVIEW ONLY

Village of Elwood, Illinois
Proposed Compass Development
Preliminary TIF Tax Pro Forma

Component Name	Project Description	Class Code	Init. Occup. Date	Sq. Ft / # Units	Market Value Sq. Ft./Unit	2018 TIF Year	2019 1	2020 2	2021 3	2022 4	2023 5	2024 6	2025 7
1	Buildings (Yr. 1)	2	Jan-19	914,820	36.00	0	10,977,829	11,087,607	11,198,483	11,310,468	11,423,573	11,537,809	11,653,187
2	Buildings (Yr. 2)	2	Jan-20	2,532,600	36.00	0	0	30,695,061	31,002,032	31,312,052	31,625,173	31,941,425	32,260,839
3	Buildings (Yr. 3)	2	Jan-21	3,650,700	36.00	0	0	0	44,688,904	45,135,793	45,587,151	46,043,023	46,503,453
4	Buildings (Yr. 4)	2	Jan-22	3,269,700	36.00	0	0	0	0	40,425,262	40,829,514	41,237,809	41,650,188
5	Buildings (Yr. 5)	2	Jan-23	1,383,000	36.00	0	0	0	0	0	17,269,847	17,442,545	17,616,971
Land	Vacant Land	5		27,293,000	3.00	0	25,168,171	5,843,616	3,307,137	992,866	0	0	0
Total EAV All Components						0	36,146,000	47,626,305	90,196,556	129,176,442	146,735,258	148,202,611	149,684,637
I. Incremental Property Taxes:													
(a) Total Equalized Assessed Value (EAV)						0	36,146,000	47,626,305	90,196,556	129,176,442	146,735,258	148,202,611	149,684,637
(b) Tax Rate : 8.4278%						8.4278%	8.4278%	8.4278%	8.4278%	8.4278%	8.4278%	8.4278%	8.4278%
(c) Total Est Property Taxes						0	0	3,046,313	4,013,850	7,601,585	10,886,732	12,366,554	12,490,220
(d) Cumulative Est. Property Taxes						0	0	3,046,313	7,060,162	14,661,748	25,548,480	37,915,034	50,405,254
II. Abatement Sharing Analysis													
(a) Share Prop. Taxes to Taxing District =	40.0%					0	0	1,218,525	1,605,540	3,040,634	4,354,693	4,946,622	4,996,088
(b) Property Taxes Abated (Available For Development Costs) =	60.0%					0	0	1,827,788	2,408,310	4,560,951	6,532,039	7,419,932	7,494,132
(c) Cumulative Property Taxes Abated						0	0	1,827,788	4,236,097	8,797,049	15,329,088	22,749,020	30,243,152
(d) NPV of Cumulative Property Taxes Abated @	7.0%						0	1,596,460	3,562,359	7,041,887	11,699,140	16,643,355	21,310,323
III. Taxing District Sharing Analysis (After Abatement)			2016 Tax Rate	% of Total Tax Rate									
Will County Share of Property Taxes			0.6121	7.2629%		0	0	88,500	116,608	220,637	316,276	359,267	362,859
Will County Cumulative Share of Prop. Taxes						0	0	88,500	205,108	425,945	742,221	1,101,488	1,464,347
Will Cty Forest Preserve Share of Property Taxes			0.1944	2.3067%		0	0	28,107	37,034	70,137	100,448	114,101	115,242
Will Cty FP Cumulative Share of Prop. Taxes						0	0	28,107	65,141	135,278	235,726	349,827	465,069
Will County Bldg Comm Share of Property Taxes			0.0026	0.0309%		0	0	376	495	938	1,343	1,526	1,541
Will Cty PBC Cumulative Share of Prop. Taxes						0	0	376	871	1,809	3,153	4,679	6,220
Jackson Twp Town			0.1023	1.2138%		0	0	14,791	19,489	36,908	52,859	60,044	60,645
Jackson Twp Town Cumulative Share of Prop. Taxes						0	0	14,791	34,280	71,188	124,047	184,091	244,736
Jackson Twp Road Funds			0.1835	2.1773%		0	0	26,531	34,958	66,204	94,816	107,704	108,781
Jackson Twp Road Cumulative Share of Prop. Taxes						0	0	26,531	61,489	127,693	222,509	330,212	438,993
Elwood Fire District			0.6694	7.9428%		0	0	96,785	127,524	241,510	345,883	392,898	396,627
Elwood FPD Cumulative Share of Prop. Taxes						0	0	96,785	224,309	465,819	811,702	1,204,600	1,601,428
School District 203			2.7415	32.5292%		0	0	396,377	522,270	989,095	1,416,549	1,609,099	1,625,190
Sch. Dist. 203 Cumulative Share of Prop. Taxes						0	0	396,377	918,647	1,907,743	3,324,291	4,933,390	6,558,580
High School District 204			2.8030	33.2590%		0	0	405,269	533,986	1,011,284	1,448,326	1,645,196	1,661,648
H.S.D. 204 Cumulative Share of Prop. Taxes						0	0	405,269	939,255	1,950,539	3,398,865	5,044,061	6,705,709
Comm College Dist 525			0.3099	3.6771%		0	0	44,807	59,038	111,808	160,127	181,893	183,712
C.C. Dist. 215 Cumulative Share of Prop. Taxes						0	0	44,807	103,844	215,652	375,779	557,672	741,384
Man-Elwood Library			0.2136	2.5345%		0	0	30,883	40,692	77,064	110,368	125,371	126,624
Man-Elwood Lib. Cumulative Share of Prop. Taxes						0	0	30,883	71,575	148,639	259,007	384,378	511,002
Village of Elwood			0.4475	5.3098%		0	0	64,701	85,251	161,452	231,226	262,656	265,283
Elwood Road			0.1480	1.7561%		0	0	21,398	28,195	53,396	76,472	86,867	87,736
Vill. Of Elwood Cumulative Share of Prop. Taxes						0	0	86,100	199,546	414,394	722,092	1,071,615	1,424,634
Total Taxing District Share of Property Taxes			8.4278	100.0000%		0	0	1,218,525	1,605,540	3,040,634	4,354,693	4,946,622	4,996,088
Cumulative Total Taxing District Share of Prop. Taxes						0	0	1,218,525	2,824,065	5,864,699	10,219,392	15,166,014	20,162,101

PRELIMINARY - DRAFT - FOR INTERNAL REVIEW ONLY

Village of Elwood, Illinois
Proposed Compass Development
Preliminary TIF Tax Pro Forma

Component Name	Project Description	Class Code	Init. Occup. Date	Sq. Ft./ # Units	TIF Year Market Value Sq. Ft./Unit	2026 8	2027 9	2028 10	2029 11	2030 12	2031 13	2032 14	2033 15
1	Buildings (Yr. 1)	2	Jan-19	914,020	36.00	11,709,719	11,887,410	12,066,290	12,126,353	12,247,616	12,370,093	12,493,793	12,618,731
2	Buildings (Yr. 2)	2	Jan-20	2,532,600	36.00	32,583,447	32,909,282	33,238,375	33,570,758	33,906,466	34,245,531	34,587,986	34,933,866
3	Buildings (Yr. 3)	2	Jan-21	3,650,700	36.00	46,968,487	47,438,172	47,912,554	48,391,680	48,875,596	49,364,352	49,857,996	50,356,576
4	Buildings (Yr. 4)	2	Jan-22	3,269,700	36.00	42,066,689	42,487,356	42,912,230	43,341,352	43,774,766	44,212,513	44,654,639	45,101,185
5	Buildings (Yr. 5)	2	Jan-23	1,383,000	36.00	17,793,141	17,971,072	18,150,783	18,332,290	18,515,613	18,700,769	18,887,777	19,076,655
Land	Vacant Land	5		27,293,000	3.00	0	0	0	0	0	0	0	0
Total EAV All Components						151,181,483	152,693,298	154,220,231	155,762,433	157,320,058	158,893,258	160,482,191	162,087,013
I. Incremental Property Taxes:													
(a) Total Equalized Assessed Value (EAV)						151,181,483	152,693,298	154,220,231	155,762,433	157,320,058	158,893,258	160,482,191	162,087,013
(b) Tax Rate : 8.4278%						8.4278%	8.4278%	8.4278%	8.4278%	8.4278%	8.4278%	8.4278%	8.4278%
(c) Total Est Property Taxes						12,615,122	12,741,273	12,868,686	12,997,373	13,127,346	13,258,620	13,391,206	13,525,118
(d) Cumulative Est. Property Taxes						63,020,375	75,761,648	88,630,334	101,627,707	114,755,053	128,013,673	141,404,879	154,929,997
II. Abatement Sharing Analysis													
(a) Share Prop. Taxes to Taxing District =	40.0%					5,046,049	5,096,509	5,147,474	5,198,949	5,250,939	5,303,448	5,356,482	5,410,047
(b) Property Taxes Abated (Available For Development Costs) =	60.0%					7,569,073	7,644,764	7,721,211	7,798,424	7,876,408	7,955,172	8,034,724	8,115,071
(c) Cumulative Property Taxes Abated						37,812,225	45,456,989	53,178,201	60,976,624	68,853,032	76,808,204	84,842,927	92,957,998
(d) NPV of Cumulative Property Taxes Abated @	7.0%					25,715,593	29,873,838	33,798,910	37,503,885	41,001,104	44,302,218	47,418,222	50,359,497
III. Taxing District Sharing Analysis (After Abatement)			2016 Tax Rate	% of Total Tax Rate									
Will County Share of Property Taxes			0.6121	7.2629%		366,488	370,153	373,854	377,593	381,369	385,182	389,034	392,925
Will County Cumulative Share of Prop. Taxes						1,830,835	2,200,987	2,574,842	2,952,435	3,333,803	3,718,986	4,108,020	4,500,945
Will Cty Forest Preserve Share of Property Taxes			0.1944	2.3067%		116,395	117,559	118,734	119,922	121,121	122,332	123,555	124,791
Will Cty FP Cumulative Share of Prop. Taxes						581,464	699,023	817,757	937,679	1,058,800	1,181,132	1,304,687	1,429,478
Will County Bldg Comm Share of Property Taxes			0.0026	0.0309%		1,557	1,572	1,588	1,604	1,620	1,636	1,652	1,669
Will Cty PBC Cumulative Share of Prop. Taxes						7,777	9,349	10,937	12,541	14,161	15,797	17,450	19,119
Jackson Twp Town			0.1023	1.2138%		61,251	61,863	62,482	63,107	63,738	64,375	65,019	65,669
Jackson Twp Town Cumulative Share of Prop. Taxes						305,987	367,850	430,332	493,439	557,177	621,552	686,572	752,241
Jackson Twp Road Funds			0.1835	2.1773%		109,869	110,967	112,077	113,198	114,330	115,473	116,628	117,794
Jackson Twp Road Cumulative Share of Prop. Taxes						548,862	659,829	771,906	885,103	999,433	1,114,906	1,231,534	1,349,327
Elwood Fire District			0.6694	7.9428%		400,796	404,804	408,852	412,940	417,069	421,240	425,453	429,707
Elwood FPD Cumulative Share of Prop. Taxes						2,002,223	2,407,027	2,815,878	3,228,818	3,645,888	4,067,128	4,492,581	4,922,288
School District 203			2.7415	32.5292%		1,641,442	1,657,856	1,674,435	1,691,179	1,708,091	1,725,172	1,742,423	1,759,848
Sch. Dist. 203 Cumulative Share of Prop. Taxes						8,200,022	9,857,878	11,532,313	13,223,492	14,931,583	16,656,754	18,399,178	20,159,025
High School District 204			2.8030	33.2590%		1,678,264	1,695,047	1,711,997	1,729,117	1,746,408	1,763,872	1,781,511	1,799,326
H.S.D. 204 Cumulative Share of Prop. Taxes						8,383,973	10,079,019	11,791,017	13,520,134	15,266,542	17,030,415	18,811,926	20,611,252
Comm College Dist 525			0.3099	3.6771%		185,549	187,405	189,279	191,171	193,083	195,014	196,964	198,934
C.C. Dist. 215 Cumulative Share of Prop. Taxes						926,933	1,114,338	1,303,616	1,494,788	1,687,871	1,882,885	2,079,849	2,278,782
Man-Elwood Library			0.2136	2.5345%		127,891	129,169	130,461	131,766	133,083	134,414	135,758	137,116
Man-Elwood Lib. Cumulative Share of Prop. Taxes						638,893	768,062	898,523	1,030,289	1,163,373	1,297,787	1,433,545	1,570,661
Village of Elwood			0.4475	5.3098%		267,936	270,615	273,321	276,054	278,815	281,603	284,419	287,263
Elwood Road			0.1480	1.7561%		88,613	89,499	90,394	91,298	92,211	93,133	94,065	95,005
Vill. Of Elwood Cumulative Share of Prop. Taxes						1,781,183	2,141,297	2,505,013	2,872,365	3,243,391	3,618,128	3,996,611	4,378,880
Total Taxing District Share of Property Taxes			8.4278	100.0000%		5,046,049	5,096,509	5,147,474	5,198,949	5,250,939	5,303,448	5,356,482	5,410,047
Cumulative Total Taxing District Share of Prop. Taxes						25,208,150	30,304,659	35,452,134	40,651,083	45,902,021	51,205,469	56,561,952	61,971,999

PRELIMINARY - DRAFT - FOR INTERNAL REVIEW ONLY

Village of Elwood, Illinois
Proposed Compass Development
Preliminary TIF Tax Pro Forma

Component Name	Project Description	Class Code	Init. Occup. Date	Sq. Ft./ # Units	TIF Year / Market Value Sq. Ft./Unit	2034 16	2035 17	2036 18	*Abatement Expiration* 2037 19	*Final Collection* 2038 20
1	Buildings (Yr. 1)	2	Jan-19	914,820	36.00	12,744,919	12,872,368	13,001,092	13,131,102	13,262,413
2	Buildings (Yr. 2)	2	Jan-20	2,532,600	36.00	35,283,204	35,636,036	35,992,397	36,352,321	36,715,844
3	Buildings (Yr. 3)	2	Jan-21	3,650,700	36.00	50,860,142	51,368,743	51,882,430	52,401,255	52,925,267
4	Buildings (Yr. 4)	2	Jan-22	3,269,700	36.00	45,552,197	46,007,719	46,467,796	46,932,474	47,401,799
5	Buildings (Yr. 5)	2	Jan-23	1,383,000	36.00	19,267,422	19,460,096	19,654,697	19,851,244	20,049,756
Land	Vacant Land	5		27,293,000	3.00	0	0	0	0	0
Total EAV All Components						163,707,883	165,344,962	166,998,411	168,668,395	170,355,079
I. Incremental Property Taxes:										
(a) Total Equalized Assessed Value (EAV)						163,707,883	165,344,962	166,998,411	168,668,395	170,355,079
(b) Tax Rate : 8.4278%						8.4278%	8.4278%	8.4278%	8.4278%	8.4278%
(c) Total Est Property Taxes						13,660,369	13,796,973	13,934,943	14,074,292	14,215,035
(d) Cumulative Est. Property Taxes						168,590,366	182,387,339	196,322,282	210,396,574	224,611,609
II. Abatement Sharing Analysis										
(a) Share Prop. Taxes to Taxing District =	40.0%					5,464,148	5,518,789	5,573,977	5,629,717	5,686,014
(b) Property Taxes Abated (Available For Development Costs) =	60.0%					8,196,222	8,278,184	8,360,966	8,444,575	8,529,021
(c) Cumulative Property Taxes Abated						101,154,220	109,432,404	117,793,369	126,237,945	134,766,966
(d) NPV of Cumulative Property Taxes Abated @	7.0%					53,135,841	55,756,502	58,230,210	60,565,205	62,769,267
III. Taxing District Sharing Analysis (After Abatement)			2016 Tax Rate	% of Total Tax Rate						
Will County Share of Property Taxes			0.6121	7.2629%		396,854	400,822	404,831	408,879	412,968
Will County Cumulative Share of Prop. Taxes						4,897,798	5,298,621	5,703,451	6,112,330	6,525,298
Will Cty Forest Preserve Share of Property Taxes			0.1944	2.3067%		126,039	127,299	128,572	129,858	131,157
Will Cty FP Cumulative Share of Prop. Taxes						1,555,517	1,682,816	1,811,389	1,941,247	2,072,403
Will County Bldg Comm Share of Property Taxes			0.0026	0.0309%		1,686	1,703	1,720	1,737	1,754
Will Cty PBC Cumulative Share of Prop. Taxes						20,804	22,507	24,226	25,963	27,717
Jackson Twp Town			0.1023	1.2138%		66,326	66,989	67,659	68,336	69,019
Jackson Twp Town Cumulative Share of Prop. Taxes						818,567	885,556	953,215	1,021,551	1,090,570
Jackson Twp Road Funds			0.1835	2.1773%		118,972	120,162	121,363	122,577	123,803
Jackson Twp Road Cumulative Share of Prop. Taxes						1,468,299	1,588,461	1,709,824	1,832,401	1,956,204
Elwood Fire District			0.6694	7.9428%		434,004	438,344	442,728	447,155	451,626
Elwood FPD Cumulative Share of Prop. Taxes						5,356,292	5,794,636	6,237,364	6,684,519	7,136,145
School District 203			2.7415	32.5292%		1,777,446	1,795,221	1,813,173	1,831,305	1,849,618
Sch. Dist. 203 Cumulative Share of Prop. Taxes						21,936,472	23,731,692	25,544,865	27,376,170	29,225,787
High School District 204			2.8030	33.2590%		1,817,320	1,835,493	1,853,848	1,872,386	1,891,110
H.S.D. 204 Cumulative Share of Prop. Taxes						22,428,572	24,264,065	26,117,912	27,990,299	29,881,409
Comm College Dist 525			0.3099	3.6771%		200,923	202,932	204,962	207,011	209,081
C.C. Dist. 215 Cumulative Share of Prop. Taxes						2,479,705	2,682,638	2,887,599	3,094,611	3,303,692
Man-Elwood Library			0.2136	2.5345%		138,487	139,872	141,271	142,683	144,110
Man-Elwood Lib. Cumulative Share of Prop. Taxes						1,709,148	1,849,020	1,990,291	2,132,975	2,277,085
Village of Elwood			0.4475	5.3098%		290,136	293,037	295,967	298,927	301,916
Elwood Road			0.1480	1.7561%		95,956	96,915	97,884	98,863	99,852
Vill. Of Elwood Cumulative Share of Prop. Taxes						4,764,971	5,154,923	5,548,775	5,946,565	6,348,334
Total Taxing District Share of Property Taxes			8.4278	100.0000%		5,464,148	5,518,789	5,573,977	5,629,717	5,686,014
Cumulative Total Taxing District Share of Prop. Taxes						67,436,147	72,954,936	78,528,913	84,158,630	89,844,644

PRELIMINARY DRAFT - FOR INTERNAL REVIEW ONLY

Village of Elwood, Illinois
Summary of Bond Balances

Payment Date	Series 2006 Bonds[1]	Series 2010A Bonds	Series 2010B Bonds[2]	Series 2015 Bonds	Total Bond Balance	Additional Funds to Fund 2010A Defeasance Fund[3]	Additional Funds to Fund 2015 Defeasance Fund[3]	**Amount Necessary To Redeem All Bonds**
11/10/17		3,100,000		5,150,000				
3/1/18	12,073,492	2,915,000	6,031,176	4,415,000	25,434,668	171,000	80,000	**25,685,668**
9/1/18	12,409,931	2,915,000	6,153,825	4,415,000	25,893,756	130,000	70,000	**26,093,756**
3/1/19	12,755,747	2,725,000	6,271,819	3,615,000	25,367,566	90,000	60,000	**25,517,566**
9/1/19	13,111,200	2,725,000	6,399,363	3,615,000	25,850,562	46,000	52,000	**25,948,562**
3/1/20	13,476,559	2,525,000	6,522,065	2,740,000	25,263,624			
9/1/20	13,852,100	2,525,000	6,654,697	2,740,000	25,771,797			
3/1/21	14,238,108	2,320,000	0	1,850,000	18,408,108			
9/1/21	14,634,873	2,320,000	0	1,850,000	18,804,873			
3/1/22	15,042,696	2,105,000	0	935,000	18,082,696			
9/1/22	15,461,886	2,105,000	0	935,000	18,501,886			
3/1/23	15,892,757	1,885,000	0	0	17,777,757			
9/1/23	16,335,638	1,885,000	0	0	18,220,638			
3/1/24	13,975,861	1,655,000	0	0	15,630,861			
9/1/24	14,366,498	1,655,000	0	0	16,021,498			
3/1/25	11,953,055	1,410,000	0	0	13,363,055			
9/1/25	12,288,142	1,410,000	0	0	13,698,142			
3/1/26	9,817,623	1,155,000	0	0	10,972,623			
9/1/26	10,093,645	1,155,000	0	0	11,248,645			
3/1/27	7,562,428	885,000	0	0	8,447,428			
9/1/27	7,775,649	885,000	0	0	8,660,649			
3/1/28	5,179,882	605,000	0	0	5,784,882			
9/1/28	5,326,334	605,000	0	0	5,931,334			
3/1/29	2,661,928	310,000	0	0	2,971,928			
9/1/29	2,737,394	310,000	0	0	3,047,394			
3/1/30	0	0	0	0	0			

Notes:

[1]Reflects accreted value to payment date

[2]Includes interest accrued and not yet paid; balance outstanding is through 9/8 of such year

[3]Assumes proceeds are invested in US Treasury SLG securities based on investment rates as of 11/10/17

11/27/2017

The Village of Elwood, Illinois, Annexation Agreement for Compass Business Park

By and Among
The Village of Elwood, Illinois
and
East Gate - Logistics Park Chicago, LLC

Dated as of XXXXX XX, 2018

TABLE OF CONTENTS

		Page
Section 1.	Incorporation of Recitals and Exhibits	3
Section 2.	Applicable Law	3
Section 3.	Enactment of Annexation Agreement Ordinance	3
Section 4.	Enactment of Annexation, Zoning and Other Ordinances	3
Section 5.	Codes and Ordinances	4
Section 6.	Roads, Streets and Right-of-Way Improvements	5
Section 7.	Vehicular Access and Routing	7
Section 8.	Development in Phases, Development and Sites Plans. Building Permits, Subdivision and Easements for Public Utilities, and Certificates of Occupancy	8
Section 9.	Enterprise Zone Expansion and Community Benefits	11
Section 10.	Foreign Trade Zone; Intermodal Connector Designation	16
Section 11.	Soil Substitution	16
Section 12.	Survival of Zoning Provisions	16
Section 13.	Compliance with Applicable Ordinances.	16
Section 14.	Storm Water Retention/Detention Facilities; Maintenance by Association	17
Section 15.	Public Infrastructure Construction, Dedication and Capacity	17
Section 16.	Wetlands Mitigation	19
Section 17.	Stockpiles	19
Section 18.	Certain Warranties and Representations	19
Section 19.	Financial Assurance	20
Section 20.	Annexation Fees and Other Exactions	20
Section 21.	Prohibition on Utilizing General Obligation Debt	20
Section 22.	Conveyance, Dedication and Donation of Real Estate	20
Section 23.	Continuation of Current Uses; Interim Uses	22
Section 24.	Additional Property	22
Section 25.	Enforceability of the Agreement; Violations; Remedies.	22
Section 26.	Reimbursement of Village Professional Fees and Other Expenses	23
Section 27.	No Waiver or Relinquishment of Right to Enforce Agreement	24
Section 28.	Term of this Agreement	24
Section 29.	Covenants Running with the Land	24
Section 30.	Severability	24
Section 31.	Title Evidence - Disclosure of Parties in Interest	25
Section 32.	Notices.	25
Section 33.	Entire Agreement	26
Section 34.	Time of the Essence; Good Faith	26
Section 35.	Recording	26
Section 36.	Village Approval or Direction	26
Section 37.	Written Assurance	26
Section 38.	Satisfaction of Obligation(s)	26
Section 39.	Singular and Plural	27
Section 40.	Section Headings and Subheadings	27
Section 41.	Construction of Agreement	27
Section 42.	Conflict with Text and Exhibits	27

Section 43. Execution in Counterparts 27
Section 44. Execution of Agreement; Effective Date 27
Section 45. Prevailing Wages 27
Section 46. Corporate Capacities 27
Section 47. Amendments and Modifications 28
Section 48. Stop Orders 28
Section 49. Force Majeure 28

EXHIBITS

Exhibit A	Property
Exhibit B	Elwood Property
Exhibit C	Plat of Annexation
Exhibit D	Annexation Ordinance
Exhibit E	Re-Zoning and Planned Unit Development Ordinance
Exhibit F	Road Cross-Sections
Exhibit G	Phasing Plan
Exhibit H	Conceptual Road Layout
Exhibit I	Mississippi Connection
Exhibit J	New Road Layout and Mississippi and 53 Intersection Improvements
Exhibit K	Bridge Rendering(s)
Exhibit L	Bridge Preliminary Plans and Specification
Exhibit M	Truck Access Control Improvements
Exhibit N	Temporary Traffic Routing
Exhibit O	Architectural Guidelines
Exhibit P	Table of Standards
Exhibit Q	Plan of Finance

VILLAGE OF ELWOOD, ILLINOIS
ANNEXATION AGREEMENT

COMPASS BUSINESS PARK

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2018, by and among the **VILLAGE OF ELWOOD**, an Illinois municipal corporation, Will County, Illinois (the "**Village**"), by and through the President and Village Board of the Village (collectively, the "**Corporate Authorities**") and **EAST GATE – LOGISTICS PARK CHICAGO, LLC**, a Delaware limited liability company ("**East Gate**").

WHEREAS, East Gate is the owner or contract purchaser of the real property legally described in Exhibit A, comprising approximately 675 acres, which property is also contiguous to the Village and not within the corporate limits of any municipality (the "**Property**"); and

WHEREAS, East Gate is the owner, affiliate of the owner or contract purchaser of the real property legally described in Exhibit B, which is within the corporate limits of the Village (the "**Elwood Property**"); and

WHEREAS, the owners of record of the Property and Elwood Property (the "**Owners of Record**") along with the respective real property are set forth in Exhibit C; and

WHEREAS, East Gate intends to develop a multi-phased industrial, light manufacturing, and warehousing and distribution center park on the Property and a portion of the Elwood Property (collectively, the "**Park**") legally described and depicted in Exhibit D; and

WHEREAS, by means of this Agreement East Gate and the Village intend: (a) to set forth the terms and conditions on which the Property will be annexed to the Village and (b) as a result, set forth the terms and conditions in which the Park will be developed in the Village; and

WHEREAS, the Village is a home rule municipal corporation organized and existing under the laws of the State of Illinois exercising the powers granted to it by Article VII, Section 6 of the Constitution of the State of Illinois and by the statutes and laws of the State of Illinois; and

WHEREAS, the parties have agreed that the Property shall be annexed and zoned so as to permit the development of the Park, which is anticipated to include industrial, commercial, light manufacturing, transportation facilities, and other business and public uses as hereinafter set forth; and

WHEREAS, there has been filed with the Village Clerk of the Village petition(s) for annexation signed by all owners of record of the Property and all electors that currently reside within Property; and

WHEREAS, the Property is depicted on the plat attached hereto as Exhibit C (the "**Plat of Annexation**"); and

WHEREAS, the Village has agreed to annex the Property, to zone the Property and a portion of the Elwood Property to I-2/Light Industrial, and to grant a special use permit to allow a Planned Unit Development, hereinafter described, to facilitate development of the Property and a portion of the Elwood Property by East Gate; and

WHEREAS, the Planning and Zoning Commission of the Village, being the commission duly designated by the Corporate Authorities for such purpose has, on XXXX XX, 2017, held public hearings on the petition(s) for the zoning and special use permit for Planned Unit Development necessary to accommodate development of the Property; and

WHEREAS, due notice of said public hearings with respect to the proposed zoning, and special use to allow a Planned Unit Development for the Property was given and published in the manner required by law, and said public hearings were held in all respects in a manner conforming to law; and

WHEREAS, the Planning and Zoning Commission of the Village has heretofore made its report and recommendations, including its findings of fact, to the Corporate Authorities of the Village recommending approval of the annexation of the Property, I-2 zoning district classification for the Property, and granting of a special use to allow a Planned Unit Development for the Property; and

WHEREAS, the Corporate Authorities of the Village have duly considered the report and recommendations of the Planning and Zoning Commission as heretofore stated; and

WHEREAS, the Corporate Authorities of the Village have, on XXXXX XX, 2017 held a public hearing on this Agreement and due notice of said public hearing was given and published in the manner required by law and said public hearings were held in all respects in a manner conforming to law; and

WHEREAS, the Village acknowledges that the annexation and development of the Property according to the terms of this Agreement 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, notices of the proposed annexation have been duly and timely given to the Jackson Township Supervisor, Jackson Township Board of Trustees and the Jackson Township Commissioner of Highways in the manner required by law; and

WHEREAS, in reliance upon the execution of this Agreement by the Village and the performance by the Village of the undertakings hereinafter set forth to be performed, East Gate is willing to undertake the obligations as hereinafter set forth and has or will materially change its position in reliance upon this Agreement and the Village's obligations under this Agreement; and

WHEREAS, in reliance upon the execution of this Agreement by East Gate and the performance by East Gate of the undertakings hereinafter set forth to be performed, the Village is

willing to undertake the obligations as hereinafter set forth and has or will materially change its position in reliance upon this Agreement and East Gate's obligations under this Agreement; and

WHEREAS, it is the desire of the parties hereto that the development of the Property proceed subject to the binding terms and conditions hereinafter contained; and

WHEREAS, by a favorable vote of the requisite Corporate Authorities then holding office, an ordinance has been adopted authorizing the execution of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

GENERAL PROVISIONS

Section 1. Incorporation of Recitals and Exhibits

The preceding "Whereas" clauses and all Exhibits, including all schedules and exhibits attached thereto, referred to therein and in the body of this Agreement are hereby made a part of this Agreement and incorporated herein as if fully set forth.

Section 2. Applicable Law

This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.l-1 *et seq.* of the Illinois Municipal Code, as amended (65 ILCS 5/11-15-1.1 *et seq.*) and pursuant to and in accordance with the authority the Village exercises pursuant to the Constitution and laws of the State of Illinois, including but not limited to, Article VII Section 6 of the Illinois Constitution (Home Rule Authority), Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 22011 *et seq.*). All terms and conditions of this Agreement, and all acts of the Village pursuant to this Agreement are entered into and performed pursuant to all applicable laws and statutes.

DEVELOPMENT PROVISIONS

Section 3. Enactment of Annexation Agreement Ordinance

The Village prior to its execution and delivery to East Gate of this Agreement, has adopted an ordinance authorizing the Village's execution and delivery of this Agreement.

Section 4. Enactment of Annexation, Zoning and Other Ordinances

Simultaneously with the Village's enactment of an ordinance approving the execution of this Agreement, the Village will:

(A) Enact an ordinance annexing the Property into the Village (the "**Annexation Ordinance**") in the form of Exhibit D. The Annexation Ordinance shall provide that it will be effective upon the conveyance of any portion of the Property to East Gate and that in the event that notice from East Gate to the Village confirming such conveyance does not occur within six (6) months following the adoption of the Annexation Ordinance, and the ordinance approving this Agreement, then such Annexation Ordinance shall be void.

(B) Enact an ordinance to rezone the Park I-2/Light Industrial, and to grant a special use permit to allow a Planned Unit Development, which includes the following additional permitted use: a facility used primarily or exclusively for cargo container storage (a "**Container Storage Facility**") up to three containers high; provided, the total amount of Property utilized for a Container Storage Facility shall not exceed 33 acres but shall not be less than 20 acres, the Container Storage Facility shall not be located on the Elwood Property, the Container Storage Facility shall be located on one parcel, the Container Storage Facility shall not be located contiguous to a Primary Road, unless otherwise agreed to by the Village, and the Container Storage Facility shall be subject to a payment of lieu of taxes in the amount of $0.35 per square foot of gross land area (or the equivalent of $15,246 per acre) of such Container Storage Facility. The ordinance rezoning the property and granting the special use permit to allow a Planned Unit Development shall be in the form attached hereto as Exhibit E (the "**PUD Ordinance**"), and shall specifically state that any use now or hereafter allowed as a permitted use under the I-2/Light Industrial District Zoning District Regulations shall be permitted on the Property without necessity of further hearings or zoning relief. The PUD Ordinance shall provide that it will be effective upon the same terms as the Annexation Ordinance.

The Annexation Ordinance for the Property shall be filed with the Clerk of Will County and recorded at East Gate's expense with the Will County Recorder's Office along with a Plat of Annexation prepared by East Gate in compliance with State law. Such filing and recordation shall take place no more than thirty (30) days after the effective date of the Annexation Ordinance. The Village shall send all notices required by law to be sent in connection with the enactment of the Annexation Ordinance, and shall furnish copies thereof to East Gate.

Section 5. Codes and Ordinances

(A) Except as otherwise provided in this Agreement or the PUD Ordinance, all ordinances of the Village as from time-to-time adopted, amended or supplemented shall be applicable to the Park and all buildings, structures, operations and activities thereon, with the exception that the uses presently allowed in the I-2 /Light Industrial District zoning classification and the PUD Ordinance cannot be reduced or made more restrictive in their application to the Park, including, without limitation, changing any use from a permitted use to a special use or adding additional qualifications or conditions to any current permitted or special use.

(B) Subject to and in accordance with the terms and conditions of this Agreement, any improvements to the Park and improvements to be dedicated to the Village must be (i) designed and constructed in compliance with all applicable Village ordinances, the PUD Ordinance and this Agreement, and (ii) be reviewed and approved in writing by the Village staff prior to construction of said improvements in accordance with this Agreement and the PUD Ordinance; provided that Plats of Subdivision must be reviewed by the Plan Commission and approved by the Village Board in accordance with the Village Ordinances and this Agreement.

(C) Notwithstanding anything herein to the contrary, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions, or standards contained in this Agreement and the PUD Ordinances and the terms, provisions or standards presently existing in the Village ordinances, or hereafter adopted by the Village, the terms, provisions and standards of this Agreement and PUD Ordinance shall govern and control.

Section 6. Roads, Streets and Right-of-Way Improvements

It is acknowledged by the Village and East Gate that the Park is of significant size, that there are disconnected parts, that portions of the Park may be served by roads controlled by other governmental agencies, including, but not limited to, IDOT, Will County and Jackson Township, that in some cases it may be necessary to obtain rights-of-way, easements, or approvals from other governmental agencies, that in some cases it may be necessary for East Gate to perform offsite road improvements as required by other governmental agencies, that in some cases it may be necessary to obtain rights-of-way or easements from private owners, and that it is not practical to resolutely determine the final, complete road network throughout the Park now, and that the exact location of the road network may vary depending upon final engineering, geometry and right-of-way locations; provided, however that the road network shall be generally situated as set forth in the Concept Plan (as such term is defined herein). In consideration of these circumstances, the Village and East Gate hereby agree that each will cooperate to the fullest extent possible (including consideration of jurisdictional transfers), and will consider infrastructure alternatives that are available to accomplish the goal of providing safe and appropriate access and utility services to the buildings in the Park.

(A) Road Improvement Standards and Dedication. Road improvements for the Park, and in some situations leading to the Park, are to be constructed by East Gate according to the cross-sections contained in Exhibit F, which cross-sections depict the width of right-of-way and adjacent roadside easements to be dedicated/granted to the Village. "Primary Roads" shall conform with the Concept Plan and the cross section of which is set forth in Exhibit F-1, including the New Road (as defined herein) cross section set forth in Exhibit F-2. "Secondary Roads" shall mean all existing or new roads in the Park which are not Primary or Tertiary, the cross section of which is set forth in Exhibit F-3. "Tertiary Roads" shall mean all roads which are intended to permanently end in a cul-de-sac, the cross-section of which is set forth in Exhibit F-4. All roads will be constructed with a cross-section of material that achieves an equivalent structural value to that of the Village's standard for "Collector or Industrial" roadways, as otherwise set forth in Exhibit F. All Primary, Secondary, and Tertiary roads in the Village will be generally sited as depicted in the Concept Plan and dedicated to the Village (collectively, "**Roads**"). Subject to the approval of Jackson Township, to the extent applicable, any Township Road improvements required to be constructed shall be in accordance with the cross-sections set forth in Exhibit F-4.

(B) Road Materials and Specifications. Pavement materials and specifications for Roads shall otherwise be in accordance with Village Ordinance No. 808 passed and approved by the Village on April 19, 2006 (the "**Village Subdivision Ordinance**"). If any portion of an existing road will be utilized as part of the road network, such existing road must also meet these specifications and shall, if necessary, be reconstructed. The Village Engineer shall determine what work must be done to meet the standards. East Gate shall provide such core samples and other testing as is reasonably necessary to assist the Village Engineer in this determination. Either bituminous concrete or portland cement concrete may be utilized for Roads at the discretion of East Gate and as approved by the Village Engineer. The Village and East Gate agree that the Road paving details set forth in Exhibit F are hereby approved by the Village and East Gate.

(C) Road Acceptance, Warranty, Plowing, and Miscellaneous. Upon request, but not sooner than the installation of the final wearing or surface lift, the Village shall accept the dedication of Roads upon the completion of said improvements as provided in this Section and

applicable Village ordinances. The installation of the final wearing surface or lift (in the case of asphalt surfaces) may be deferred for a period of up to twelve (12) months, at East Gate's reasonable discretion, after installation of the base and binder course. East Gate shall warrant the quality of the construction of Roads in conformance with the Village Subdivision Ordinance, and shall provide a bond, cash (via an escrow agreement) or letter of credit as security for both the performance and maintenance of the Roads in the amounts set forth in the Village Subdivision Ordinance. Once the binder course is complete, and if there is an occupied building(s) on any Road(s) that have not yet been accepted by the Village, the Village agrees to plow snow as if the Road(s) were fully accepted; provided, East Gate shall be reasonable for all damage incurred by the Village or on the Roads prior to the final wearing surface or lift installation. East Gate will be responsible to install "no parking" signs on all Roads within the Park and the Village will be responsible for enforcement. The Village agrees to enact all necessary ordinances to provide for no parking on any dedicated Roads in the Park. During construction, East Gate shall use reasonable efforts to keep all Roads located within the Elwood Property and Property, as well as adjoining public streets clear from dust, mud and debris generated by construction or other activity in the Elwood Property and the Property, and shall further be reasonable for all damage to Roads or other public improvements caused by East Gate's construction activity within the Park.

(D) Road Phasing. The Village acknowledges and agrees that the construction of the Roads in the Park will proceed in phases on an "as needed" basis (but in all cases in compliance with the Village's subdivision ordinance, as modified herein), and that completion of any Roads shall not be a prerequisite to the Village's issuance of permits for grading, earth work, site balancing, infrastructure installation, foundations, building construction or similar permits; provided East Gate complied with the requirements set forth in the Phasing Plan. The "**Phasing Plan**" set forth in Exhibit G, attached hereto and incorporated herein, describes East Gates's plans for development of the Park, but is subject to change by mutual agreement of East Gate and the Village, not to be unreasonably withheld, condition or delayed. Notwithstanding the foregoing, the timing of Road improvements set forth in the Phasing Plan is reliant upon commencing Phase I prior to Phase II and commencing Phase II prior to Phase III. If East Gate desires to modify the Phasing Plan to develop Phase III before Phase II, it may seek approval of the Village Board to do so. If East Gate desires to amend the Phasing Plan, it shall submit and alternative Phasing Plan to the Village for consideration. In no event shall Phase II or III be constructed prior to completion of the Phase I improvements as set forth in the Phasing Plan.

(E) Cul-de-sacs Lengths. Cul-de-sacs constructed on the Property will be allowed to be up to 5,280 feet in length, provided that such cul-de-sac is temporary in nature. If any cul-de-sac exceeds 1,320 feet in length, then it shall include an easement over and across specified portions of the Park in favor of the Village and Elwood Fire District for emergency access.

(F) Mississippi Road from the Elwood Property to the Property. The Village acknowledges the section of road from the Elwood Property to the Property, as set depicted on Exhibit I, (the "**Mississippi Connection**") is under the jurisdiction of the Village. The Village further acknowledges this road may be utilized for access to and from the Park; provided alternative access for public water, sewer and other utilities may be available for those portions of the Park located in Phase II and Phase III.

(G) New Road from Bridge to the Mississippi Connection. The Village acknowledges that, subject to approved plans and specifications, East Gate shall construct a new road on the Elwood Property which resembles the road depicted on Exhibit J-1, and connects the bridge to existing Mississippi Road near the northeast corner of the Elwood Property (the "**New Road**") as well as certain specified improvements to Mississippi Road and Route 53 depicted on Exhibit J-2 (the "**Mississippi and 53 Improvements**"). The New Road will include a connection across the Northern Illinois Gas easement to Theodore Hyatt Drive and the realignment of Mississippi from Route 53 to intersect the New Road at approximately a 90-degree angle, and the Mississippi and 53 Improvements will include road, truck turn around, and similar improvements to Mississippi Road at the intersection of Route 53. Construction of the New Road may also include a similar realignment of Coldwater Road.

(H) Existing Township Road. The existing Township Roads shall be improved by East Gate, consistent with the Traffic Study (as defined herein) and the cross-sections set forth in Exhibit F-5, provided that the necessity of such improvements shall be conditioned on the approval of the Township.

Section 7. Vehicular Access and Routing

(A) Bridge. The Village and East Gate will, at East Gate's cost and expense, work in cooperation to seek approval from the Illinois Department of Transportation ("**IDOT**"), the Union Pacific Railroad, and any other necessary entities (collectively, the "**Applicable Entities**") to construct the Bridge in accordance with the Plan of Finance and in general conformance with the Bridge renderings set forth in Exhibit K (the "**Bridge Renderings**") and preliminary Bridge plans and specifications set forth in Exhibit L (the "**Bridge Plans and Specifications**"). The Bridge Plans and Specifications shall be subject to the written approval of the Village engineer. The Village shall deny occupancy permits for any building constructed in the Park until substantial completion of the Bridge. For purposes of this Section 7, "substantial completion" is the point which the Phase I improvement work is sufficiently complete that they can safely accommodate regular vehicular use and regular vehicular use is authorized on the Bridge.

(B) Truck Network. The Village and East Gate shall work cooperatively to maintain a restricted access truck route for purposes of truck ingress and egress to the Park (the "**Truck Network**"), which the Village agrees shall be deemed a truck route for purposes of all applicable Village ordinances, including but not limited to Village Ordinance Nos. 938, 1004 and 1070 ("**Village Overweight Ordinances**"). East Gate hereby agrees that the method of ingress and egress to or from the Park by semi-truck shall at all times occur via the Bridge and the Truck Network, and the Village agrees to not prevent truck access to the Truck Network or Bridge from properties located in the Park without East Gate's prior written approval, which covenant shall survive the expiration or termination of this Agreement. East Gate shall install and dedicate to the Village all necessary truck barriers, truck turn-arounds, cul-de-sacs and similar improvements, in general conformance with the renderings set forth in Exhibit M ("**Truck Access Control Improvements**"), to prevent semi-truck access to the Park other than via the Bridge; provided, however, if a third-party intends to connect adjoining property to the Truck Network for purposes of allowing semi-truck access to such property via the Truck Network, then such third-party shall be required to install all necessary Truck Access Control Improvements to maintain the propriety of the Truck Network. Such third-party may elect to move existing Truck Access Control

Improvements or construct new ones. If new Access Controls are constructed, East Gate shall remove existing controls. The height of any truck barriers and the location and layout of any Truck Access Control Improvements shall be subject to the prior written approval of the Village. The Truck Access Control Improvements shall be constructed/installed in phases and locations as the Park is developed so as to all times maintain the integrity of the Truck Network. Notwithstanding anything herein to the contrary, if a catastrophic event renders the Bridge incapable of accommodating any regular vehicular use for a period in excess of twenty-four (24) hours (or some other mutually agreeable time frame determined in cooperation with the Village and the Elwood Fire Department), the Village shall temporarily authorize truck traffic routing via a mutually acceptable alternative route in general conformance with Exhibit N. In addition, in the event of a catastrophic event renders the Truck Route incapable of vehicular movement for a period in excess of twenty-four (24) hours (or some mutually agreeable time frame determined in cooperation with the Village and the Elwood Fire Department), then the Village, Elwood Fire Department, and East Gate shall determine such alternative access to the Truck Network by mutual agreement.

(C) Passenger Automobile Access. The Village will allow access to the Park by all types of passenger vehicles, excluding semi-tractor trailers.

(D) Construction Traffic and Truck Access and Routing During Construction of Bridge. Access to the Property for any construction-related semi-tractor trailer, other than Village, County, State, Township, utility company vehicles or other vehicle exempt from the Village Overweight Ordinances, will be in accordance with the Truck Network. The Village acknowledges that access to Route 53 from Ira Morgan Road may be limited or prohibited during the construction of the Bridge, and as such, the Village agrees to authorize vehicular access in accordance with the proposed route set forth in Exhibit N until substantial completion of the Bridge and the New Road improvements.

(E) Additional Road Improvements. East Gate has commissioned a Traffic Study prepared by Kimley Horn dated the _____ day of _____, 2017, a true and correct copy of which is incorporated herein by reference as Exhibit O (the "**Traffic Study**"). In addition to all other road improvements required by this Agreement, East Gate shall complete the improvements mandated by the Traffic Study at times recommended by such Traffic Study.

Section 8. Development in Phases, Concept Plan, Development and Sites Plans, Building Permits, Subdivision and Easements for Public Utilities, and Certificates of Occupancy

(A) Development in Phases. The parties recognize and agree that the nature and scale of the Park preclude a commitment by East Gate to develop the Property on any fixed and determined schedule. Accordingly, the Property may develop over an extended period of time, and any limitations under the Village's municipal code (including without limitation the Village's zoning and subdivision ordinances) which may require either the initiation or the completion of construction of buildings within a certain time frame, or, the initiation or completion of construction of buildings as a condition to the continued effectiveness of other Village approvals shall not be applicable. In furtherance thereof, this Agreement, the PUD Ordinance, and applicable Village Ordinances shall control the development of the Park during the term of this Agreement.

(B) Development of Property and Site Plans.

(1) Development, Generally. This Agreement, the PUD Ordinance and, subject to Section 5(C) hereof, the applicable Village ordinances shall control the development of the Property during the term of this Agreement. All buildings and structures constructed on the Property shall comply with the "**Development Guidelines**" attached hereto as Exhibit P, this Agreement, and all other exhibits to this Agreement and the PUD Ordinance, as applicable.

(2) Concept Plan. The potential size and locations of buildings to be constructed in the Park is not able to be ascertained at this time. Therefore, in order to facilitate a degree of flexibility while still adhering to sound planning practices, the Village hereby approved the Concept Plan for the Park as set forth in Exhibit Q (the "**Concept Plan**"). At such times as East Gate intends to develop a Phase or portion of a Phase of the Park, it shall inform the Village Administrator as to the Concept Plan for that particular Phase or portion of such Phase that East Gate will utilize. Thereafter, East Gate shall submit Final Site Plans and Plats of Subdivision which conform with the applicable Site Plan as otherwise set forth herein.

(3) Site Plan Approval. The Parties hereby acknowledge and agree that review and approval of all site plans for any building and related improvements to be constructed in the Park shall be performed by Village staff with final approval from the Village Administrator or her designee. The submission of Concept Plans having been approved, no additional submittals to the Village planning and zoning commission and Village Board are required for final site plan approval. East Gate shall be required to submit the following information for final site plan approval by Village staff:

(i) A final site plan application and associated fee;

(ii) A dimensioned site plan showing the proposed building, parking, access points, truck docs, street access, building entrances, floor area, lot area, coverage area, potential office area(s) (to the extent applicable), monument sign locations, and locations of setbacks in accordance with the "**Table of Standards**" set forth in Exhibit P, including areas where berming and screening are required; and

(iii) A plan showing where the proposed building is located within the Property; and

(iv) A dimensioned elevation plan demonstrating compliance with the Architectural Guidelines (collectively, (i) thru (iv) are herein referred to as the "**Final Site Plan Approval Set**")

Detailed plans for landscaping, lighting, signage and engineering will be submitted after final site plan approval is received and will be reviewed and approved by Village staff (the "**Additional Approval Set**").

(C) Building Permits. The Village acknowledges that East Gate may apply for and obtain permits in phases for (1) grading, earth work, site balancing, and utility and infrastructure installation, (2) foundation, (3) building shell, and (4) interior improvements or build-out; provided, the Village staff has, to the extent applicable: (i) reviewed and approved engineering essential for the work in question described in the above (1)-(4) pursuant to applicable Village ordinances and this Agreement; (ii) reviewed and approved all other submittals necessary for the type of permit being issued in the above (1)-(4) requested pursuant to applicable Village ordinances and this Agreement; and (iii) there is reasonably adequate access (i.e., with a compacted gravel surface) to the building site for emergency vehicles. The Village shall issue building permits for which East Gate applies within thirty (30) days following the Village's receipt of a completed application in compliance with applicable Village ordinances and this Agreement. In conformance with the foregoing, the following requirements apply to specific permit phases:

(1) The Village shall grant permits for grading, earthwork and site balance following the Village's approval (or receipt of approval from the applicable authority with jurisdiction, such as the IEPA) of a grading and soil erosion plan; and

(2) Notwithstanding the foregoing, prior to the issuance of any permits for public infrastructure installation, foundation, building shell or interior improvements or build-out, East Gate shall (a) grant to the Village all non-exclusive easements reasonably necessary for the provision of any Village services to such parcels, including sanitary, sewer, water, storm sewer, or other utilities and (b) grant to the Village the necessary financial assurance as set forth in Section 19; provided that in the event utility easements necessary for the property subject to the building permit is only for utilities that serve that particular property, and at East Gate's election, the requirements of (a) and (b) shall be waived by the Village, and the Village shall approve all issue any and all such permits, provided further that Village staff has reviewed and approved the Final Site Plan Approval Set and Additional Approval Set, and East Gate acknowledges that the work shall proceed at East Gate's own risk and may require adjustment upon approval of a final plat for such development.

(D) Subdivision and Easements for Public Utilities.

(1) East Gate shall apply for such subdivision plats as required by Village Ordinance or as it deems necessary and appropriate for the orderly development of the Property. When subdivision approval is requested by East Gate, the Planning and Zoning Commission shall complete its review and act upon all preliminary and final plats of subdivision within sixty (60) days after submittal of a complete set of documents in compliance with this Agreement and all applicable ordinances and laws. The Village shall convene a special meeting, at East Gate's cost, if necessary and requested by East Gate. The Village acknowledges and agrees that East Gate may pursue simultaneous preliminary and final subdivision approval. Preliminary plats and final plats of subdivision shall be acted on by the Village Board within thirty (30) days after action thereon by the Planning and Zoning Commission. Nothing herein shall be construed to require Planning and Zoning Commission or Village Board approval of any plat or plan which does not meet the requirements of this Agreement, and all applicable Village ordinances except as waived or modified pursuant to this Agreement. Preliminary plats or final plats of subdivision may

be submitted in any size or at any time, and may be submitted for all, or any portion of the Property at East Gate's option, provided all certifications and information required by statute or ordinance are included thereon. The Village shall be obligated to approve such preliminary and final plats provided they meet all the requirements of the Village Subdivision Ordinance and this Agreement. East Gate acknowledges that it shall comply with all the technical review, including review of topographical information, detention and storm water management plans, (whether temporary or permanent, at East Gate's election), utility plans, public improvements, and dedication requirements of the Village Subdivision Ordinance, the PUD Ordinance and this Agreement. The Village shall approve all site plans prior to or contemporaneously with the submission and approval of any preliminary of final plat.

(2) Notwithstanding anything herein to the contrary, at the time of approval of either (i) a final plat of subdivision for any portion of the Property or (ii) within ninety (90) days following the issuance of a building permit for construction of a portion of the Property, East Gate shall grant to the Village and/or other appropriate entities designated by the Village as grantee thereunder, all non-exclusive easements reasonably necessary for the provision of any Village services to such parcels, including sanitary, sewer, water, storm sewer, or other utilities. If the location of such easements cannot be identified within such ninety (90) day period, such easements shall be granted as soon as the location is established. No certificate of occupancy shall be issued for the parcel, or parcels in question until such time as the easements are granted. All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder.

(E) Certificates of Occupancy. Assuming compliance with this Agreement, the PUD Ordinance, and applicable Village Ordinances, the Village shall issue a certificate of occupancy to East Gate within ten (10) business days following submittal by East Gate of an application in compliance with Village ordinances and this Agreement. In the event any non-critical components such as painting, carpeting, roof screening or other improvement is not complete or weather prevents East Gate from completing any work for sidewalks and internal driveways (provided a temporary stone driveway has been installed), final grading or landscaping, the Village shall nonetheless grant a final certificate of occupancy for such building provided East Gate posts with the Village a bond, cash or letter of credit in an amount the parties mutually agree is sufficient to complete such work. Alternatively, East Gate may request, and the Village shall grant, a temporary certificate of occupancy for such building for a reasonable period of time for completion of such work, which shall be part of the issuance of such temporary certificate of occupancy.

Section 9. Plan of Finance, Enterprise Zone Expansion and Community Benefits.

(A) Plan of Finance.

(1) Financial Contribution for Bond Repayment. Within ninety (90) days following (a) non-appealable final annexation of the Property into the Village, (b) East Gate's receipt of the Village's fully-executed counterpart of this Agreement, (c) EAST GATE's receipt of all necessary approvals to construct the Bridge, (d) rezoning and re-subdivision of the Park, (e) the Village's issuance of a permit to construct a building on the

Elwood Property referenced in Exhibit R (f) recording of all necessary easements or rights-of-way to extend the Roads, water main and sanitary sewer, along with electricity, communications, data, and natural gas utility service to the Park, (g) extension of the Diamond Enterprise Zone to the Park, and (h) agreement of all taxing entities to the Shared Success Structure, or similar arrangement by the Village, in general conformance with Section 3 and Exhibit T (collectively, the "Contribution Prerequisites"), East Gate shall make a one-time contribution to the Village's general fund in the amount of $9,248,186 (the "**Initial Contribution**") for the payment by the Village of the principal balance of the general obligation bonds set forth in Exhibit S (the "**Bonds**"). At the time of the Initial Contribution, East Gate shall further deposit into an a separate segregated account with a trustee mutually acceptable to East Gate and the Village, the sum of $12,232,608 (the "**Final Contribution**") to be held by such Trustee until satisfaction of the Final Contribution Prerequisites (as defined herein). Within ninety (90) days following the earlier of (y) eighteen (18) months following the satisfaction of the Contribution Prerequisites or (z) East Gates's receipt of all necessary entitlements on the Additional Property (as defined herein), including but not limited to annexation and rezoning reasonably consistent with the PUD Ordinance to accommodate the proposed development of the Additional Property, access to the Public Infrastructure Improvements (to the extent the same may be granted by the Village) to the Additional Property, expansion of the Diamond Enterprise Zone to the Additional Property and agreement by all taxing bodies to the Shared Success Structure to accommodate the development of the Additional Property (the "**Final Contribution Prerequisites**"), the trustee shall release the Final Contribution to the Village for the payment by the Village of that same amount of the principal balance of the Bonds. The Village covenants and agrees that it shall use Initial Contribution and Final Contribution to retire the Bonds; provided, however, that the above described structure may be modified to the extent reasonably necessary to preserve the current tax-exempt status of the Bonds.

(2) Shared Success Structure. The Village shall support, authorize and implement the expansion and extension of the Diamond Enterprise Zone to the Park, including the Elwood Property and any Additional Property, and shall agree to authorize a real property tax abatement within the Enterprise Zone for the full term of the Enterprise Zone, including any extensions thereof, among other benefits that are currently offered by the Diamond Enterprise Zone. The Village further agrees to support, authorize and implement the "**Shared Success Structure**" as more specifically set forth on Exhibit U. As part of the Shared Success Structure, East Gate anticipates incurring approximately $XX,XXX,XXX in Public Infrastructure Improvements to facilitate development of the Park as more fully set forth in Exhibit V (the "**Eligible Public Infrastructure Costs**") Eligible Public Infrastructure Costs shall accrue interest at 5% per annum, compounding annually, ("**Interest**") from the date that each discrete Public Infrastructure Improvement project is completed by East Gate until the expiration of the Shared Success Term (as such term is defined in Exhibit V). The value of any Abatements shall first be applied to accrued and unpaid interest and then to the Shared Success Maximum (as such term is defined in Exhibit V).

(3) Other Sources of Funds Credited Against the Shares Success Maximum.

(i) Off-Site Public Infrastructure Improvements. Notwithstanding anything herein to the contrary, the Village agrees that to the extent a third party has previously agreed to construct or install any Off-Site Public Infrastructure Improvements or the Mississippi Signal pursuant to a written agreement with the Village, and such improvements are necessary or required to accommodate traffic to and from, or, efficient and economical development of the Property, or Additional Property, then the Village will use commercially reasonable efforts to cause such third party to construct the Off-Site Public Infrastructure Improvements or the Mississippi Signal, or, alternatively, to reimburse the Village Public Infrastructure Fund for the costs incurred by East Gate in constructing or installing any Off-Site Public Infrastructure Improvements or installing the Mississippi Signal. All funds received pursuant to this Section 4 shall be credited against the Shared Success Maximum.

(ii) Recapture. The Village agrees to subject adjacent property to recapture in the event an unaffiliated third-party desires to annex additional real property depicted on Exhibit W (the "**Recapture Property**") into the Village and the Recapture Property would utilize all or a portion of the Public Infrastructure Improvements. The amount of recapture shall be equal to $5.00 per square foot of the greater of (a) total real property proposed to be annexed into the Village or (b) total real property that utilize the Public Infrastructure Improvements. In the event (y) the Village annexes and zones any adjacent property such that industrial, manufacturing, warehouse and distribution uses (Collectively the "Recapture Uses") are expressly prohibited and (z) the Village requests a waiver of the recapture payment responsibility, then East Gate shall waive the recapture payment responsibility. The intent of the Recapture Fee is to both compensate East Gate for the substantial costs incurred by East Gate to install the infrastructure necessary to accommodate the Recapture Uses and reduce the total reimbursement amount contemplated by the Shared Success Structure and thereby accelerate the expiration of the Abatements. All funds received from such Recapture Fee shall be deposited into the Village Public Infrastructure Account for payment of Eligible Public Infrastructure Costs and shall further be credited against the Shared Success Maximum. [For further modification]

(iii) Grants. Grants or similar monetary contributions, if any, from any state or federal public or quasi-public body or agency for payment of specific Public Infrastructure Improvements shall be an additional source of funds and may be directed to the Village Public Infrastructure Account for reimbursement (or payment) of Eligible Public Infrastructure Costs ("**Grants**"). Any Grant funds received shall be credited against the Shared Success Maximum.

(4) Special Service Area. In addition to the Dormant Special Service Area set forth in Section _____, the Village shall create a Special Service Area to provide for the police services unique to the Park (the "**Compass SSA**"). The amount of the Special Tax for police services shall be as determined by the Village and shall include the cost of salaries, equipment and other items necessary to provide adequate law enforcement services to the Park. The Compass SSA shall also provide funds for the repair, maintenance

and reconstruction of all public roads and the Bridge in the Park. The tax shall include reimbursement to the Village of the costs of actual construction in addition to the costs of engineering, design and construction supervision. Additionally, the Compass SSA levy shall provide for the costs associated with implementation and administration of the Compass SSA including, but not limited to, consultants, engineer's cost, reasonable attorney's fees and other costs and expenses reasonably necessary to administer the Compass SSA. The Special Taxes shall be levied on a "rate and method" basis in conformance with a Special Tax Roll prepared by the Village. Neither the current or future Owners, tenants or occupants of the Park shall object to the levy of Special Service Area Taxes in conformance with this Agreement and the Special Tax Roll. [For Discussion]

(5) Building Permit Fees. The Village hereby waives all permit, plan review, tap-on and similar fees applicable to the Park, excepting sanitary water impact fees of $0.21 per square foot of each building constructed in the Park; provided the Village shall charge the actual cost incurred or expended with any third-party engineer, planner or consultant associated with the Village's review of any permits or other submittals. Presently, the Village and East Gate anticipate that the value of the waived permit fees is [X,XXX,XXX].

(6) Overweight Permit Fees and Village Public Infrastructure Account.

(i) Security for Final Contribution. Notwithstanding anything herein to the contrary, in the event that the Initial Contribution Prerequisite is satisfied prior to the satisfaction of the Final Contribution Prerequisites, the Village shall deposit into the Shared Success Account an amount equal to ninety percent (90%) of all fees collected pursuant to the Village Overweight Ordinances until the Final Contribution Prerequisites are satisfied (the "**Overweight Security Funds**"). Such funds shall be used to reimburse East Gate for Eligible Public Infrastructure Costs, subject to the limitations on the use of such funds by applicable law (e.g., the funds may only be used for Road improvements), but shall not be credited against the Shared Success Maximum.

(ii) Overweight Contribution. Subject to Section ____, for a period beginning upon the satisfaction of the Contribution Prerequisites and continuing thereafter until the earlier of (i) ten (10) years thereafter or (ii) the date upon which the Village has deposited $XX,XXX,XXX in Overweight Contribution Funds plus Overweight Interest into the Village Public Infrastructure account (the "**Overweight Maximum**") the Village shall deposit into the Village Public Infrastructure Account an amount equal to thirty percent (30%) of the annual revenue received by the Village for Overweight permits pursuant to the Village Overweight Ordinances (the "**Overweight Contribution Funds**"). Such funds shall be used to reimburse Eligible Public Infrastructure Costs, subject to limitations on the use of such funds by applicable law (e.g., the funds may only be used for Road improvements), but shall not be credited against the Shared Success Maximum. The Overweight Contribution Funds shall accrue interest at 5% per annum, compounding annually, on the value of the Final Contribution ("**Overweight Interest**") from the date of that East Gate deposits the Final

Contribution with the trustee until the expiration of the Village's requirement to deposit the Overweight Contribution Funds as set forth herein.

(iii) Village Public Infrastructure Account. In order to provide for the payment of Eligible Public Infrastructure Costs from the Overweight Contribution and the Overweight Security Funds, if any, the Village shall cause to be established, with a trustee mutually acceptable to East Gate and the Village, a "Village Public Infrastructure Account". Subject to the Village's receipt of the Initial Contribution, the Overweight Security Funds and the Overweight Contribution Funds shall be deposited into the Village Public Infrastructure Account. All funds available in the Village Public Infrastructure Account shall be remitted to East Gate for reimbursement of Eligible Public Infrastructure Costs, subject to limitations on the use of such funds by applicable law (e.g., such funds may only be utilized for Road improvements), within sixty (60) days following such funds being deposited into the Village Public Infrastructure Account. East Gate acknowledges and agrees that reimbursement is solely predicated on the availability of funds in the Village Public Infrastructure Account. To the extent that funds are not available to reimburse for the Eligible Public Infrastructure Costs, East Gate shall not be entitled to receive reimbursement for such costs of which funds are not available.

(iv) Private Contributions. To the extent East Gate secures a third-party payment of Eligible Public Infrastructure Costs through a means other than those specified herein, then such funds shall not be credited against the Shared Success Maximum.

(B) Archer Park and Connection to Midewin (former CIC East connection to Midewin). East Gate shall provide the Village with an allowance equal to $160,000 for purposes of making any and all necessary improvements to Archer Park, O'Connor Park and landscape improvements at the detention facility located on the Elwood Property (the "**Village Park Allowance**"). The Village agrees to consult with East Gate throughout the design, bidding, selection and construction process for such improvements, with the understanding that the Village shall make all final decisions on bidding and selection of the contractor, provided, however, East Gate agrees to assist in all such endeavors if requested by the Village. In addition, East Gate shall cooperate with the Village if the Village requests the contribution or an easement over all or a portion of the common area land adjacent to Midewin for purposes of establishing a Village park (or similar asset).

(C) Land Contribution to Elwood. Promptly following the satisfaction of the Contribution Prerequisites, East Gate will donate approximately 27 acres (subject to deduction for right-of-way necessary to re-align Mississippi Road, including appurtenances) to the Village of real property that is presently entitled for retail use in Centerpoint Intermodal Center East, Unit One (the "**Contributed Property**"). The Village agrees to consult with East Gate on any requests for proposals, developer or contractor selection, development planning, and construction to ensure cohesive aesthetics and use, and the Village agrees to take in to account and consider all input from East Gate. In addition, East Gate agrees to donate an additional five (5) acres of property, at a mutually agreeable location provided that such location is buildable for the purposes stated herein, located within the Park to the Village for purposes of a new public works facility.

(D) Manufacturing Set-Aside. East Gate agrees to set aside the area designated on Exhibit X for the exclusive use of light manufacturing related tenants ("**Manufacturing Set-Aside Property**"). This obligation will continue for eight (8) years from the Effective Date. If manufacturers do not locate in the Manufacturing Set-Aside Property during such 8-year period from the Effective Date, the Manufacturing Set-Aside Property shall then become available for warehouse and/or distribution related development.

(E) Learning and Career Center. East Gate shall have the obligation to provide the requisite contributions to the Village as more specifically set forth in the Plan of Finance. In addition, the parties will work cooperatively to identify an appropriate education industry partner to operate a program for career enhancement, workforce training, job placement, and the general continuing education of area residents at a "**Learning and Career Center**", which will be constructed at the sole expense of East Gate in a building on the Property selected by East Gate. The educational program will be designed to develop a well-qualified workforce, with an emphasis on manufacturing related skills, which will be available as a resource for regional employers and residents.

(F) Cooperation in Construction of any Public Infrastructure Improvements. The Village may desire, or grants or other sources of funds may mandate, that the Village perform or construct Public Infrastructure Improvements. Any Public Infrastructure Improvements that the Village may desire to construct shall require mutual agreement between the Village and East Gate regarding the scope, cost, and performance. It is the intent of the Parties that unless otherwise agreed to by East Gate and the Village, East Gate shall procure and cause to be performed all Public Infrastructure Improvements.

Section 10. Foreign Trade Zone; Intermodal Connector Designation

The Village agrees to cooperate with East Gate and other necessary governmental entities to obtain Foreign Trade Zone designation for the Park. Further, the Village agrees to cooperate with East Gate and other necessary governmental entities to obtain Intermodal Connector Status for the Roads and other improvements constructed on the Property.

Section 11. Soil Substitution

East Gate shall have the right to employ generally accepted construction procedures, including but not limited to, soil substitution, caissons, trench foundations or other measures on any portion of the Property, approved in a written report by a certified soil engineer.

Section 12. Survival of Zoning Provisions

The I-2/Light Industrial zoning along with a special use permit to allow Planned Unit Development shall not terminate upon the expiration of this Agreement, but shall continue in effect unless thereafter amended in accordance with law.

Section 13. Compliance with Applicable Ordinances.

(A) Except as specifically provided in this Agreement, East Gate shall comply with all Village ordinances and regulations whether in effect now or hereafter amended which are not inconsistent with the provisions of this Agreement.

(B) No ordinance or regulation shall be applicable to the Property which shall have the effect of defeating the zoning or other entitlement granted pursuant to this Agreement, or which shall impair any obligation of the Village or rights of East Gate under this Agreement, the I-2/Light Industrial Zoning District Regulations, and the special use permit to allow Planned Unit Development.

(C) In the event of any conflict between the provisions of this Agreement and the ordinances, codes, regulations and resolutions of the Village, the provisions of this Agreement shall control.

Section 14. Storm Water Retention/Detention Facilities; Maintenance by Association

(A) East Gate shall provide for the maintenance of private common open space, storm water detention/retention facilities, and other private common areas or facilities, to the extent applicable, in the Park (the "**Common Facilities**") in a clean and first-class manner, by creating a property owners' association or other not-for profit corporation(s) (the "**Association**")

(B) All storm water detention/retention facilities, including ponds and inlet and outlet structures, shall be owned and maintained by the individual property owner, by mutual agreement of one or more affected property owners or by the Association. The Village shall not be required to accept the public dedication of any storm water detention/retention facilities. At East Gate's option, title to such storm water detention/retention facilities may be conveyed to the Association.

(C) The Village shall be granted appropriate drainage easements over (i) all pipes, structures, and appurtenant improvements that convey storm water from public rights-of-way or Roads, or convey storm water systems over multiple subdivided lots and (ii) all detention/retention facilities serving the Property.

(D) East Gate and its successors and assigns shall not object to, and shall agree to cooperate with the Village, and the Village will establish a Common Facilities Special Service Area ("**Common Facilities SSA**") for the Park to be utilized as a backup mechanism for the care and maintenance of the Common Facilities of the affected owners of the Park or portion thereof. If at any time, the Association fails to maintain the Common Facilities, then the Village, after reasonable prior notice and a right to cure of not less than sixty (60) days, shall have the right, but not the obligation to undertake such maintenance and utilize the Common Facilities SSA to provide sufficient funds to pay the costs of such maintenance. Notwithstanding the foregoing, the special tax roll shall not be levied hereunder and the Common Facilities SSA shall be dormant and shall take effect only if the Village finds that the Association has not maintained the Common Facilities, following the notice and cure obligations set forth herein.

Section 15. Public Infrastructure Construction, Dedication and Capacity

(A) Construction and Dedication. Except for service lines to buildings or structures, all sanitary sewers located in rights-of-way or dedicated easements, all water mains and potable water distribution systems located in rights-of-way or dedicated easements, all storm sewers located in rights-of-way or dedicated easements, all Roads, street lights and similar appurtenant improvements, including, but not limited to, lift stations, wells, water towers, hydrants ("**Village**

Infrastructure Improvements"), shall be constructed by East Gate in accordance with applicable Village codes and ordinances, except as otherwise amended by this Agreement. It is presently anticipated that the following size of Village Infrastructure Improvements will be required to be installed to serve the Park:

(1) A water tower with a 500,000 to 1,000,000 gallon capacity;

(2) Two (2) lift stations with a 260,000 to 390,000 gallon per day capacity;

(3) Force main with 12" to 16" diameter;

(4) Sanitary sewer gravity lines with a 16" to 21" diameter; and

(5) Watermains with a 16" to 21" diameter (collectively, the "**Anticipated Public Infrastructure Sizing**").

(B) All Village Infrastructure Improvements, excluding the stormwater detention or retention facilities set forth in Section 14, shall be promptly accepted by the Village when complete in accordance with applicable Village codes and ordinances, except as otherwise amended by this Agreement. Upon acceptance, the Village will authorize a corresponding reduction in the financial assurance posted by East Gate. The Village further agrees to exercise its eminent domain authority when and where necessary to accommodate or enable development of the Property and the associated public benefits, including as necessary to acquire any off-site easements or rights-of-way. If any easements cannot reasonably be acquired through negotiations, the Village shall acquire such easements through its power of eminent domain. In such event, East Gate shall be responsible for paying all fees and costs of the Village associated with any condemnation proceeding(s), including the costs and expenses of appraisers, expert witness costs, reasonable attorneys' fees and other costs of any judgement or settlement in eminent domain.

(C) Capacity. The Village represents and warrants that:

(1) the Village will have adequate waste water treatment plant capacity to meet the domestic demands of the Park, subject to payment of any required tap-on fee for such waste water, if it is developed in accordance for distribution center and warehouse development, and further subject to a carve-out in the event a facility for a "high capacity" user is located in the Park; and

(2) the Village will have adequate water supply and pressure for the domestic needs of the Property if it is developed in accordance with this Agreement. If the water supply to the Property is not sufficient to meet applicable fire suppression codes (the "**Fire Codes**"), then East Gate will construct improvements or appurtenances to cause such fire suppression systems to comply with the Fire Codes. The Village agrees to accept dedication of any such improvements or appurtenances, provided they are constructed according to plans and specifications reasonably approved by the Village, and the Village hereby agrees to maintain such systems after dedication. The Village agrees to cooperate with East Gate and any other municipalities or jurisdictions to provide access to waste water and water supply needs that may be reasonable or necessary to service the Park.

(D) Oversize Infrastructure. If the Village requests that East Gate oversize any sanitary sewer, lift station, water tower, or water main and East Gate agrees to construct such oversizing then as a condition thereof, the Village shall contribute the additional costs incurred to oversize the infrastructure. For purposes hereof, the term "oversize" or "oversizing" shall mean the installation of any size or diameter that exceeds the maximum contemplated Anticipated Public Infrastructure Sizing.

Section 16. Wetlands Mitigation

The Property presently contains wetland areas. Any impact to wetlands by development of the Property will be processed through, and permitted by the appropriate agency (IEPA, ACE, US EPA, FEMA, or other), which, once obtained, will govern impacts to wetlands with the result that no wetlands-related approvals will be required from the Village.

Section 17. Stockpiles

The Village agrees that, subject to the reasonable erosion control requirements of Village ordinances, material stockpiles may be located on any area of the Elwood Property or the Property so long as the stockpile is removed after a reasonable time period not to exceed the later of either seven (7) years from the date of commencement of construction or the date on which 85 percent of the buildings to be built in the Park have been substantially completed, unless an extension is agreed to by the Village. All material stockpiles shall consist of soil, crushed concrete or crushed asphalt only.

Section 18. Certain Warranties and Representations

(A) East Gate represents and warrants to the Village as follows:

(1) East Gate is the owner or contract purchaser of the Property;

(2) East Gate proposes to develop the Park in a manner contemplated in this Agreement, subject to market conditions;

(3) East Gate has full power and authority to execute this Agreement as herein provided;

(4) East Gate has provided the legal descriptions of the Property set forth in this Agreement and the attached exhibits and that said legal descriptions are accurate and correct.

(5) That officers of East Gate executing this Agreement represent and warrant that they have been lawfully authorized to execute this Agreement on behalf of East Gate and that East Gate is lawfully organized and in good standing under all applicable state laws; and

(6) That there is no litigation pending by or against East Gate that would substantially impair its ability to perform its obligations contemplated by this Agreement.

(B) The Village represents and warrants to East Gate as follows:

(1) The President and Clerk of the Village have been lawfully authorized by the Village Board to execute this Agreement;

(2) All public hearings required in connection with this Agreement and the annexation and zoning of the Property have been held; and

(3) There is no litigation pending by or against the Village that would substantially impair its ability to perform its obligations contemplated by this Agreement.

Section 19. Financial Assurance

Village hereby agrees that it shall accept bonds, cash or a letter of credit as a form of financial assurance for construction and maintenance/warranty of all public infrastructure constructed on or for the Park. Prior to the approval of any application for approval of any building permit, Plat or Site Plan, East Gate shall provide financial surety to secure the completion of all public improvements required by Village Ordinances and all improvements required by the Phasing Plan for the particular Phase or portion of such Phase in which approval is sought. Surety Bonds shall be substantially in the form of Exhibit R attached hereto.

Section 20. Annexation Fees and Other Exactions

No new taxes shall be enacted by the Village during the Term of this Agreement unless generally applicable to similar properties throughout the Village. The Village further agrees not to charge or impose any tipping fees, terminal fees or other taxes or fees based upon container, or truck trailer, or truck activity in the Property or Elwood Property, except for overweight permit fees in accordance with the Village Overweight Ordinances.

Section 21. Prohibition on Utilizing General Obligation Debt

The Village will not offer and East Gate will not accept the utilization of any general obligation or other form of debt instrument backed by the Village for the development of any infrastructure necessary for or related to the Property or Elwood Property.

Section 22. Conveyance, Dedication and Donation of Real Estate

Except for conveyance or dedication by plat, any conveyance or contribution of real estate required or permitted by this Agreement to the Village shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

(A) Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title by Trustee's Deed, Special Warranty Deed or other appropriate instrument.

(B) Merchantable Title. Title to the real estate shall be good and marketable.

(C) Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or other appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject to only:

(1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(2) the terms and conditions of this Agreement;

(3) general taxes and special assessments for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not ascertainable at the time of delivery, conveyance or dedication;

(4) such other exceptions as may be reasonably acceptable to the Village or other grantee; and

(5) proration of general and special taxes through the date of closing.

(D) Title Insurance. Grantor shall provide to grantee, not less than fourteen (14) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or other title insurance company reasonably acceptable to the grantee. The commitment for title insurance shall be in usual and customary form subject only to:

(1) the usual and customary standard exceptions contained therein;

(2) subparagraphs (1), (2), (3) and (4) of paragraph C above; and

(3) such other exceptions as may be reasonably acceptable to the Village or other grantee.

The commitment for title insurance shall be in the amount of the grantor's land basis in the real estate being conveyed or dedicated. All title insurance charges shall be borne by Grantor.

(E) Taxes, Liens, Assessments. General taxes and all other taxes, special assessments, liens and charges of whatever nature affecting the real estate shall be paid currently prior to delivery of the deed, conveyance or dedication and presented at closing based on the last recent ascertainable tax bill, with the parties agreeing to re-prorate once actual tax bills are issued, with said obligation to survive closing. The grantee shall be responsible for applying for desired tax exemptions and shall be responsible for payment of such taxes attributable to the period from and after closing.

(F) Delivery of Deeds Conveyance or Dedication. To the extent not otherwise provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to the grantor and the Village or other grantee, or at a date, time and place set by the Village not less than thirty (30) days after written notice thereof is given by the Village to the grantor. The Village agrees to record any deed, conveyance, plat of dedication or plat of subdivision conveying or dedicating any real estate to the Village within thirty (30) days after delivery to the Village and further agrees to promptly apply for and diligently pursue tax exemption for all such real property. All Easements provided to the Village shall be in a form acceptable to the Village, shall be free from any liens or other encumbrances and shall be from any hazardous substances or environmental deficiencies .

Section 23. Continuation of Current Uses; Interim Uses

The Park, or any portion thereof may, until fully-developed, be used for agricultural purposes or any other lawful uses existing Park as of the date of this Agreement. In addition, East Gate shall be entitled to utilize such portion of the Property or Elwood Property as it deems appropriate as a construction yard, asphalt batch plant, and concrete batch plant during the term of this Agreement (but not within one thousand (1,000) feet of any occupied residential building located off the Property), and as a construction headquarters, and shall be entitled to park construction or earth moving equipment, place temporary buildings or structures on such parcels, place construction trailers or related vehicles and equipment in connection with such uses, and install temporary construction project signage on-site on a per building basis and install temporary directional signage not exceeding eighty (80) square feet in area in Village right of way. No Village permits or hook-up fees shall be required in conjunction with temporary construction buildings or trailers. Temporary (being defined as the period of time during which the Park is being developed) outdoor storage of construction materials or supplies shall be permitted. Any interim use for a construction yard, construction headquarters, asphalt batch plant and concrete batch plant shall terminate when development and construction of the Park is completed and may be used only by East Gate, its contractors and subcontractors in conjunction with work performed in the Park or in constructing infrastructure serving the Park. East Gate is permitted, at its sole option, to farm or cause to be farmed, any areas of the Park during the term of this Agreement.

Section 24. Additional Property

In the event East Gate (or an affiliate) acquires fee simple title to real estate that is contiguous to the Property (the "**Additional Property**"), East Gate shall have the right to file one or more petitions to annex the Additional Property to the Village, and shall file one or more applications to zone the Additional Property to I-2/Light Industrial District and to grant a special use permit to allow a Planned Unit Development in conformance with the PUD Ordinance. It is the intention and agreement of the Parties that the Village and East Gate shall take all appropriate and lawful actions, and shall enact all appropriate ordinances, so as to: (a) annex the Additional Property into the Village, (b) amend this Agreement to include the Additional Property, or portion thereof, (c) zone the Additional Property to I-2 Light Industrial District and in conformance with the PUD Ordinance. Notwithstanding the foregoing, the Additional Property shall not include any real property that is at the time of the petition for annexation, subject to a boundary or similar agreement with a neighboring municipality that would prohibit such annexation (without the consent of such neighboring municipality). The Additional Property shall further not exceed, in the aggregate, one thousand three hundred (1,300) acres. In the event of annexation of the Additional Property, the Additional Property shall be included in the definition of Property.

Section 25. Enforceability of the Agreement; Violations; Remedies.

(A) This Agreement shall be enforceable in the Circuit Court of Will County, Illinois by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

(B) Any violation of this Agreement by East Gate shall entitle the Village to the remedy of specific performance, and/or any other remedy available at law, in equity, or by statute.

(C) Any violation of this Agreement by the Village shall entitle East Gate to the remedy of specific performance, and/or any other remedy available at law or in equity, or by statute.

(D) No action based upon any violation of this Agreement shall be brought except until after written notice to the breaching party describing the nature of the alleged violation, and until said party shall have had a sixty (60) day period in which to cure the violation unless a different time period is provided in this Agreement. If the cure of such violation reasonably requires longer than sixty (60) days to complete, then the cure period shall be extended to include such time as is reasonably necessary to complete such cure so long as the party in default is pursuing such cure in good faith and with reasonable diligence.

(E) All remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity. Nothing herein shall be construed to limit any remedy available to any party hereto under Article 11, Division 15.1 of the Illinois Municipal Code, as presently in effect or which may hereafter be added by amendment.

(F) In the event any action is brought arising from a breach of this Agreement, or to enforce any provision of this Agreement, venue shall lie in the Circuit Court of Will County, Illinois and the prevailing party in such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the breaching party.

(G) This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

Section 26. Reimbursement of Village Professional Fees and Other Expenses

(A) Reimbursement of Third-Party Costs. East Gate shall reimburse the Village for review fees including outside attorney's, consultants, engineering professional fees, planning fees and related expenses, incurred by the Village in the review and approval of all submittals to the Village and for the development of the Property.

(B) Third Party Proceedings. In the event that any unaffiliated third party or parties institute any legal proceedings against the Village which relate to the terms of this Agreement (provided the same shall not be founded upon the negligence, intentional misconduct or unlawful action of the Village to which East Gate did not contribute), then, in such event, East Gate on written notice from the Village shall assume, fully and vigorously, the entire defense of such lawsuit or proceeding and all expenses of whatever nature relating thereto and shall indemnify and hold harmless the Village together with its officials, agents, employees, elected officials and agents; provided, however,

(1) The Village and its officers, agents and employees shall reasonably cooperate in such defense;

(2) East Gate shall not make any settlement or compromise of the lawsuit or proceeding, or fail to pursue any available avenue of initial direct appeal of any adverse judgment, without the written approval of the Village;

(3) If the Village, in its sole discretion, determines there is, or there may probably be, a conflict of interest between the Village and East Gate on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel at its own expense.

Section 27. <u>No Waiver or Relinquishment of Right to Enforce Agreement</u>

The failure of any party to this Agreement to insist upon 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.

Section 28. <u>Term of this Agreement</u>

This Agreement shall be binding upon all parties and their successors and assigns for a term (the "**Term**") commencing upon the execution of this agreement and expiring twenty (20) years thereafter, or for any extended time that may be validly agreed to by amendment.

Section 29. <u>Covenants Running with the Land</u>

The covenants, rights, and promises established herein by the Village shall run with the land and benefit the grantees, heirs, successors, subsidiaries and assigns of East Gate, as well as to the mortgagees (including leasehold mortgagees) and tenants of East Gate, in addition to any future fee interest purchaser of the Property. Notwithstanding the foregoing, no owner of a subdivided parcel of the Property (or any portion thereof) that has been developed with a building which the Village has issued a certificate of occupancy and which is served by completed public improvements (a "**Completed Parcel**"), shall have any liability under this Agreement for any Obligation except for Obligations relating solely to the use of that Completed Parcel or the construction of improvements thereon, and further no breach of this Agreement by East Gate or any other successor or party shall impair or otherwise affect any Completed Parcel or owner thereof. All portion of the Property, other than the Completed Parcel, will nevertheless be subject to and bound by all the terms of and obligations under this Agreement that govern or regulate the use and development of any Property other than the Completed Parcel. Upon conveyance of any portion of the Property, the party conveying such portion shall be released from any further obligations under this Agreement related to the property so conveyed that accrued after the date of conveyance, provided however that such party conveying shall not be released for any improvement, maintenance or completion guaranty required hereunder until such time as the new owner has delivered a replacement guaranty. Notwithstanding anything herein to the contrary, East Gate shall be obligated to make the Contributions set forth in the Plan of Finance until such time as that obligation is satisfied, and no such assignment shall be valid until such obligation is satisfied.

Section 30. <u>Severability</u>

If any non-material provision of this Agreement is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions of this Agreement which can be given effect without such invalid provision, and to that end, the provisions of this Agreement are severable.

Section 31. Title Evidence - Disclosure of Parties in Interest

East Gate shall, prior to the effective date of the Rezoning Ordinance, and prior to annexation, provide the Village with an affidavit or valid title policies or commitments for title insurance showing that title to the Property is held by East Gate or its affiliate.

Section 32. Notices.

Any notices required or permitted to be sent pursuant to the provisions of this Agreement shall be in writing and shall be sent by certified mail, national overnight express delivery courier, or hand delivery to the following addresses until written notice of change of address is given, and shall be deemed received on the fourth business day following deposit in the United States Mail, or upon actual receipt, whichever shall be earlier:

If to East Gate:

NorthPoint Development
Attention: Patrick Robinson
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150

with a copy to:

David D. Streicker
Polsinelli P.C.
161 N. Clark Street, Suite 4200
Chicago, Illinois 60601

If to the Village:

Village of Elwood
Attention: Village Clerk
401 East Mississippi Avenue
Elwood, Illinois 60421

with a copies to:

David J. Silverman, Esq.
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435
Telephone: (815) 730-9500

Village of Elwood
Attention: Village Administrator
401 East Mississippi
Elwood, Illinois 60421

Section 33. Entire Agreement

Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations and exhibits, and is a full integration of the entire agreement of the parties, and may not be amended except by further written agreement duly authorized by the Corporate Authorities and parties hereto, or, as applicable, approved by any court having or retaining jurisdiction over the subject matter of this Agreement. The attorneys for the parties may, by mutual agreement, replace or revise the exhibits hereto to correct typographical errors or errors in legal descriptions prior to recording, and may replace any pages or exhibits containing handwritten corrections with conformed copies thereof.

Section 34. Time of the Essence; Good Faith

It is understood and agreed by the parties hereto that time is of the essence of this Agreement, and that all parties will make every reasonable effort, including the calling of special meetings as necessary, to expedite the subject matters hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement and of the Preliminary Site Plan requires the continued cooperation and best efforts of all parties.

Section 35. Recording

This Agreement and all exhibits thereto, certified as to adoption by the Village Clerk, shall be recorded by the Village upon execution, acknowledgment and approval. The existence thereof shall be noted by East Gate on any final plat of subdivision for any portion of the Park prior to its recording.

Section 36. Village Approval or Direction

Where Village approval or direction is required by this Agreement, such approval or direction means the approval of the Corporate Authorities or staff of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approvals have been met unless such requirements are inconsistent with this Agreement.

Section 37. Written Assurance

Within twenty (20) days after written request from either the Village or East Gate, the other party hereto shall execute and deliver at no charge to the Village, East Gate, an prospective tenant, mortgagee or another named designee, a written statement certifying (a) that this Agreement is in full force and affect and has not been amended or modified in any manner not otherwise described in that written statement (and shall include a copy of any such amendment or modification); (b) to the best of the executing Party's knowledge, no breaches or violations of the Agreement have occurred that have not been cured within any applicable grace period; and (c) to the best of the executing Party's knowledge, no defenses exist to providing any benefits set forth in the Agreement.

Section 38. Sidewalks and Bike Paths

Bike and pedestrian paths shall be constructed by East Gate in conformance with the Bike and Pedestrian Path Plan attached hereto as Exhibit T (the "**Bike and Pedestrian Path**"). Bike and pedestrian paths shall be constructed in conjunction with adjacent streets unless otherwise provided in this Agreement, the Village Ordinances or the PUD Exhibit.

Section 39. Satisfaction of Obligation(s)

Upon satisfaction of the discrete duty(ies) and obligation(s) of East Gate under this Agreement, including those related to any contributions to the Village or requirements to construct or maintain public or private for any building or portion of the Park (the "**Obligation(s)**"), the Village shall, at the request of East Gate, issue a certificate in recordable form confirming that such Obligation(s)s, or portions thereof, have been fully satisfied for purposes of this Agreement, and the parties agree that such Obligations shall be deemed to be fully satisfied for all purposes of this Agreement thereafter.

Section 40. Singular and Plural

Wherever appropriate in this Agreement, the singular shall include the plural, and plural shall include the singular, unless the context clearly indicates otherwise.

Section 41. Section Headings and Subheadings

All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 42. Construction of Agreement

No provision of this Agreement shall be construed more strongly against any party to this Agreement, the parties recognizing that all parties have contributed substantially to the drafting of this Agreement.

Section 43. Conflict with Text and Exhibits

In the event of a conflict in the provisions of the text of this Agreement and exhibits attached hereto, the text of the Agreement shall control and govern.

Section 44. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which may be deemed original and, taken together, shall constitute one and the same instrument.

Section 45. Execution of Agreement; Effective Date

This Agreement shall be effective upon the Effective Date hereof; provided that if the Annexation Ordinance shall become null and void, this Agreement shall cease and be of no further force and effect following notice of termination by either Party.

Section 46. Prevailing Wages

East Gate represents and warrants that a Labor-Management Project Agreement has been executed with the Will & Grundy Building Trades Council and the Three Rivers Construction Alliance governing future development of the Park. In furtherance thereof, East Gate further agrees to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01-12), including associated regulations promulgated thereunder, in all material respects.

Section 47. Corporate Capacities

The parties acknowledge that the Corporate Authorities of the Village have approved and the President and Village Clerk have executed this Agreement in their official capacities and not personally, and that no personal liability of any kind shall attach or extend to said officials on

account of any act performed or omitted in connection with the execution and implementation of this Agreement.

Section 48. Amendments and Modifications

No change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Village and the fee owners of record of the Property at the time any modification is intended to be effective pursuant to all applicable statutory or other procedures; provided, however, that if the subject matter of an amendment to this Agreement relates to a portion of the Property only, such amendment may be executed only by the then-owner of such portion and the amendment need not be executed by any other then-owner of the Property.

Section 49. Stop Orders

The Village will not issue any no-stop (or similar) orders directing work stoppage on buildings or other development unless such order is in writing and sets forth the Section of the Village Ordinances or this Agreement allegedly violated, and East Gate may forthwith proceed to correct such violations as they may exist. Work may continue on any structure subject to a stop order after reinspection by the Village indicates the violation has been corrected. It is agreed that a violation of the Village's ordinance or regulations relative to the development of one building or structure shall not be the basis for any such stop order relative to the development of a separate building or structure or other Property infrastructure improvements. No violation of a Village ordinance or regulation shall be deemed to exist where such ordinance or regulation has been modified by this Agreement.

Section 50. IDOT Permits

IDOT may require that the Village be the "Permittee" on some of the Road or Bridge improvement projects to be completed, and in such event, the Village and East Gate shall enter into a Permit Agreement in the form of Exhibit T attached hereto (the "**Permit Agreement**").

Section 51. Force Majeure

For the purposes of this Agreement, wherever a period of time is prescribed for a party to take action, such party will not be liable or responsible for delays due to Acts of God, war, strikes or shortages of labor or materials not caused by the party in question, and the time for performance for the aforesaid will be extended by the length of time attributable specifically to such "force majeure" causes, provided and on the condition that the party claiming the need for such an extension notifies the other within thirty (30) days of the event of force majeure. Notwithstanding the foregoing, events or conditions such as and including lack of money, financial inability, failure to perform of any contractor, agent, vendor or consultant delays in applying for permits for construction, or inaction or failure to order long lead time items sufficiently in advance of the time needed shall not be events of force majeure for which the time for performance hereunder shall be extended.

IN WITNESS WHEREOF, the Village and East Gate have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first written.

VILLAGE OF ELWOOD, a municipal corporation

By:_____
President

Effective Date: _____

ATTEST:

_____
Village Clerk

[Seal]

EAST GATE – LOGISTICS PARK CHICAGO, a Delaware limited liability company

By: NorthPoint Development, its Manager

By:_____
Nathaniel Hagedorn, its Manager

ATTEST:

_____
Ian P. McDonald

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that _____ personally known to me to be the President of the **Village of Elwood**, a municipal corporation, and _____ personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that the above-named _____ and _____ personally known to me to be the Executive Director and Secretary, respectively, of _____, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the said Authority, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of **East Gate – Logistics Park Chicago, LLC,** a Delaware limited liability company and _____ personally known to me to be the_____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____, he/she signed and delivered the said instrument and caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the _____ as their free and voluntary act, and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

Exhibit A
The Property

The Property

(P.I.N. 10-11-27-100-008-0000)
THE WEST 1347.98 FEET OF THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF, IN SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-27-100-005-0000)
THE SOUTHERN 1343.14 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. ALSO, THE SOUTHERN 1343.14 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 466.70 FEET OF THE SOUTH 996.70 FEET OF THE WEST 466.70 FEET THEREOF.

(P.I.N. 10-11-27-100-007-0000)
THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTHERN 1343.14 FEET THEREOF. ALSO, THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTHERN 1343.14 FEET THEREOF AND ALSO EXCEPTING THE WESTERN 1347.98 FEET THEREOF.

(P.I.N. 10-11-22-400-010-0000)
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. ALSO, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST, ALONG SAID NORTH LINE 300.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET, TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-22-400-007-0000)
THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-22-400-008-0000)
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-23-300-001-0000)
THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-26-100-004-0000)
THE WEST 660 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-26-100-003-0000)
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 660 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-26-100-002-0000)
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Exhibit B
The Elwood Property

Exhibit C
Plat of Annexation

Exhibit D
Annexation Ordinance

Exhibit E
Re-Zoning and PUD Ordinance

Exhibit F
Road Cross Sections

Exhibit G
Phasing Plan

Phase I: Elwood Property
The following infrastructure shall be substantially completed prior to occupancy of any building constructed on the Elwood Property:

1. Adequate provisions to allow Bissell traffic, and construction traffic (for Phase I only), to utilize Hoff Road and the Cul-de-Sac at the end of Ira Morgan as the only means of access to their facility during construction of the Bridge and the New Road. This connection to Hoff Road will be closed upon completion of the Phase I infrastructure by means acceptable to the Village and Elwood Fire District and shall only be utilized henceforth by agreement of the Village, and the Elwood Fire District.
2. Bridge and associated approaches.
3. The New Road.
4. New access road across the NI Gas easement to connect the New Road to Theodore Hyatt Drive to provide permanent access to Bissell and Parcel 2 Lot 5.
5. Realign Mississippi to connect to New Road at approximately a 90-degree angle.
6. Truck turn-around facility with guard house adjacent to realigned Mississippi.
7. Truck barricade to prohibit trucks from entering or exiting the Park via Mississippi.
8. Trail from Archer Park to Hoff Road via the bridge and a tunnel under the bridge approach.
9. All currently unbuilt berms and landscape buffers as depicted on the Alta/NSPS Land Title Survey for CIC East Unit One dated 02/01/2017.

The following infrastructure shall be substantially completed as soon after receiving IDOT approval as practical:

1. Traffic signal at Route 53 and Mississippi Road; provided East Gate shall use best efforts to obtain all necessary approvals and warrants and provided further that East Gate shall be responsible for all traffic direction or routing measured required by the Elwood Police Department, as deemed necessary by the Village, until such times as the warrants are granted.
2. Signage on Route 53 to direct trucks looking for Elwood addresses to the Park truck turn-around at Mississippi.

Phase II: Property between Chicago and Rowell Roads - Approximately 348 acres
The following infrastructure shall be substantially completed prior to occupancy of any building constructed on the Phase II land:

1. Extension of Mississippi Road onto the Property a sufficient distance to meet the requirements of the Village's subdivision ordinances in the event East Gate extends sewer, water and other utilities to such property. Nothing herein shall limit East Gate's ability to install alternative options for water, sewer and other utility improvements on the Property prior to any such development.
2. Truck barricades, or other means, to prohibit trucks from entering or exiting the Park via Coldwater, Tehle, or Chicago Roads, including truck turn-arounds where necessary.

3. Water Tower up to 1,000,000 gallons and an additional well (and related appurtenant improvements).

Note: The traffic impact study completed by East Gate for the Park will be updated by East Gate upon the earlier of (a) every two (2) years or (b) completion of every fourth million (4,000,000) square feet of building construction upon which a final certificate of occupancy has been issued. Offsite improvements, if any, required due to the impact of the Park will be coordinated with, and approved by IDOT, and/or Will County and/or Jackson Township, as applicable.

Phase 3: Property between Rowell Road and Village planning boundary - Approximately 160 acres.

The following infrastructure shall be substantially completed prior to occupancy of any building constructed on the Phase 3 land:

1. Roads within or adjacent to Phase 3 as necessary to meet the requirements of the Village's subdivision ordinance, as modified by this Agreement.
2. Truck barricades, or other means, to prohibit trucks from entering or exiting the Park via Rowell Road, including truck turn-arounds where necessary.

General Notes:

1. Any extension of Mississippi Road on the Property will include the trail/path.
2. Village and East Gate will cooperate regarding the time and place to construct a water tower and/or well, if required to augment domestic water supply to the Park or Village, or to augment water supply or pressure required in the Park for fire suppression.
3. Detention facilities and compensatory storage, if required, will typically be constructed with each individual facility.
4. Berms and landscape buffers will typically be constructed with each facility requiring such improvements. This excludes the berms and landscape buffers on the Elwood Property which will be constructed with the Phase 1 infrastructure.
5. Private utilities will typically be installed as adjacent roads are installed.
6. All new roads constructed by East Gate will have electric and phone/data/cable utilities placed underground. All existing roads, whether or not improved by East Gate, will have electric and phone/data/cable utilities placed above ground on poles.
7. Typically, private utilities will be placed in the outer 10' of the 20' wide roadside easements.
8. Building irrigation systems will extend to the back of the adjacent street curb and the Village shall have no liability to repair or replace.
9. Roadside trees shall be placed outside of the 20' wide roadside easements and the Village shall have no liability to maintain, repair, or replace.
10. The Trail/Path will be asphalt, 8' wide, located along one side of the main spine road of the Park, and placed in the outer 9' of the 20' wide roadside easements.
11. Street light fixtures will be as shown in the PUD, placed on 300' centers, on one side of road.

Exhibit H
Conceptual Road Layout

Exhibit I
Mississippi Connection

Exhibit J
New Road and Mississippi and 53 Improvements
(Attached)

Exhibit K
Bridge Renderings
(Attached)

Exhibit L
Bridge Plans and Specifications
(Attached)

Exhibit M
Truck Access Control Improvements
(attached)

Exhibit N
Temporary Traffic Routing
(Attached)

Exhibit O
Architectural Guidelines

Exhibit P
Table of Standards

Exhibit Q
Plan of Finance

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:36 AM
To: Julie Friebele
Subject: FW: Edgerton Case Study presented at SD 203 School Board
Attachments: edgerton case study.pptx

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Monday, October 02, 2017 10:39 AM
To: mayor.matichak@villageofelwood.com; doug.jenco@villageofelwood.com; darryl.lab@villageofelwood.com; dean.lowrance@villageofelwood.com; mary.matichak@villageofelwood.com; jasen.melahn@villageofelwood.com
Cc: Julie Friebele <julie.friebele@villageofelwood.com>; Marian Gibson <marian.gibson@villageofelwood.com>
Subject: Edgerton Case Study presented at SD 203 School Board

Dear Mayor Matichak and Village Trustees:

I was recently invited to make a presentation to the Elwood School Board.

In preparation for this meeting, I visited with Superintendent Pezanoski, and it was indicated that the presentation should focus on community impacts. In particular, we were asked to address how Compass Business Park might affect student population at the school.

As you know, I have been working on Logistics Park Kansas City (LPKC) since May 2007. We presented a case study on this project and I have attached the slides from the case study. I wanted to share the following highlights:

1. There are a number of parallels to draw between Edgerton, Johnson County, Kansas (home of Logistics Park Kansas City), and Elwood, Will County, Illinois.
    a. Edgerton has population of approximately 1,700 people and Elwood has a population of approximately 2,300 people.
    b. Both Johnson County, Kansas and Will County, Illinois are experiencing robust growth.
    c. The size of Logistics Park Kansas City is similar in size to what we are proposing at Compass Business Park.

2. Slide 3 is a representation of the closed loop truck network in Edgerton, KS.
    a. Note that there is only one way in and one way out for trucks, matching our proposal at Compass Business Park. The closed loop has been effective at keeping trucks out of residential neighborhoods.
    b. We are immediately adjacent to homes and a large park (similar to Midewin).

c. The homes on the west sell for as much as $845,000. The homes to the east sell for $130,000+. In both instances we have met with neighbors and established appropriate buffers, based on the input of the residential occupants.

3. We have experienced the following community outcomes:
   a. The City of Edgerton has reduced its tax levy by 29%.
   b. From 2016 to 2017, home values for the immediately adjacent homes have increased from 1.5% to 23.85%, with an average increase of 11%.
   c. Between the increase in home values and the reduction in tax levies, the combined effect has been an 18% reduction in taxes.
   d. The City of Edgerton has increased services and hired additional staff. For the sake of example, Edgerton hired its first full time parks and recreation director in the history of the City.
   e. The City of Edgerton completed its first park improvements in over 30 years. All of these outcomes are a direct result of the economic benefits from Logistics Park Kansas City.

4. In Edgerton, our host school district is USD 231, which offers pre-K through 12th grade.
   a. School crime has decreased 72% from 2007 (the year LPKC was announced) through 2015.
   b. During the same period, the dropout rate fell by 89%.
   c. For the same time period, enrollment in the district grew by over 400 students.
   d. The homes adjacent to LPKC feed to Nike Elementary, which saw an increase from 228 students to 264 students from 2007 to 2015. Growth in the area did not stop as a result of LPKC.

5. In concluding the case study of LPKC, I offered that the shared success arrangement at LPKC will result in all local taxing jurisdictions receiving over $6 million in direct payments from LPKC this year.

After the presentation at the Elwood School Board, I have received several questions regarding NorthPoint's relationship with USD 231/ Gardner-Edgerton School District. I would offer the following:

1. According to Ray Braun, Gardner and Edgerton operated as separate school districts in the late 1960s early 1970s. Both Gardner and Edgerton had their own high schools. After the districts consolidated, Edgerton High School was demolished and the City of Edgerton felt like it lost a major source of identity. This action, which occurred long before LPKC, resulted in divisions within the community.

2. During the time that I have been involved with LPKC, there have been two superintendents at USD 231- Dr. Bill Gilhaus and Pam Stranathan.
   a. The dismissal of Dr. Gilhaus and two other administrators resulted in the district and its insurers paying $1.8 million to settle lawsuits. A link to an article that references this can be found at: http://gardnernews.com/usd-231-approves-settlement-with-gilhaus/
   b. In my most recent meeting with Superintendent Pam Stranathan and USD 231 staff, it was requested that LPKC change the nature of payments being made to USD 231. While we were cooperative in these discussions, we were advised that this request violated State Statutes, and we were unable to comply.

3. While not part of the relationship between LPKC and USD 231, it is important to share that USD 231 and the City of Gardner have had a very public dispute regarding the utilization of school facilities. A link to an article that describes these issues can be found at: http://gardnernews.com/view-usd-231-gardner-odds-field-usage/

I am hopeful that this information sheds more light on a complicated relationship with USD 231.

Please do not hesitate to contact me should you have any questions or require additional information.

Also, let me know if you would like the full presentation that we made at SD 203.

Thanks again for the opportunity to share the case study,

Patrick

Patrick Robinson, P.E. | Vice President of Development

NorthPoint DEVELOPMENT

d: 816.888.7872 | c: 913.915.7150

Please note our new address:
4825 NW 41st Street, Suite 500
Riverside, MO 64150
e-mail: Patrick@northpointkc.com
www.beyondthecontract.com
www.logisticsparkkc.com

COMPASS
BUSINESS PARK

Elwood School District Presentation

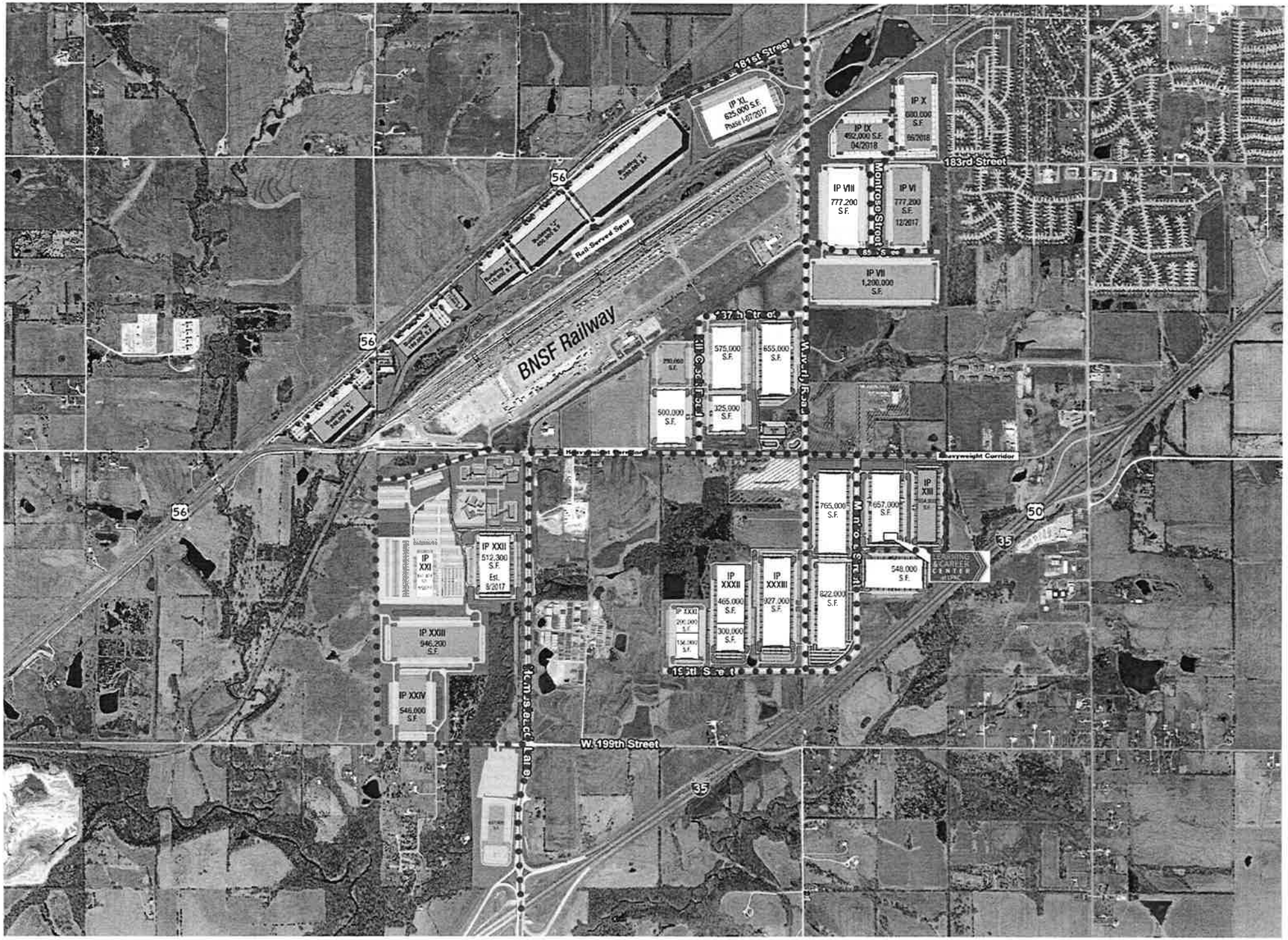
September 19, 2017

Logistics Park Kansas City: A Model for Success

- Closed Loop Concept in **Edgerton, KS,** Southwest of Kansas City
- Opened in 2013, LPKC is a **1,700-acre Master-planned** Distribution and Warehouse Development with the Capacity for 17-million-square feet of Space.
- Supports more than **3,900 Full-Time Positions**
- Generates **Valuable Revenue** that the City relies upon to Operate and Provide Services to Residents

COMPASS
BUSINESS PARK

Logistics Park Kansas City: Closed Loop



Logistics Park Kansas City: A Model for Success

- City Tax Levy **Reduced 29%**
- Home Values **Increased from 1.5% to 23.65%**
- Assessed Valuations **Increased by 11%**
- Overall Taxes **Reduced 18%**
- City Provides **Additional Services / Hires Staff**
- First **Improvements to City Parks** in 30 Years

COMPASS
BUSINESS PARK

Logistics Park Kansas City: A Model for Success

From 2007 to 2015

Occurences of crimes during the normal school day **fell by 72%**

The drop out rate was **reduced by 89%**

From 2007 to 2015

Enrollment **increased** from 1,050 to 1,494 students

Edgerton Elementary's enrollment **increased modestly** from 166 to 168 students

*all information obtained from datacentral.ksde.org

COMPASS
BUSINESS PARK

Logistics Park Kansas City: A Model for Success

"NorthPoint is a company with integrity that goes above and beyond. They've been good neighbors in Edgerton and strive to do the right thing for the City and its residents."

City of Edgerton Mayor Don Roberts

- **Shared Success**. Edgerton receives direct annual payments from NorthPoint, based on a percentage per square foot of new construction. This year, Edgerton's taxing jurisdictions will receive over $6 million.

- **Taxes Decreased**. Tax levy reduced 29 percent since 2013, while assessed valuations have risen 11 percent = an 18 percent reduction in local taxes.

- **Local Decision Making**. Edgerton is utilizing additional revenue to incentivize other forms of development at their discretion, including the possibility of residential and retail.

COMPASS
BUSINESS PARK

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:34 AM
To: Julie Friebele
Subject: FW: Question about Elwood village debt.

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: probinson@northpointkc.com [mailto:probinson@northpointkc.com]
Sent: Sunday, October 15, 2017 10:21 AM
To: Bob Gibson <marian.gibson@villageofelwood.com>; mayor.matichak@villageofelwood.com
Subject: Fwd: Question about Elwood village debt.

FYI - I want to make sure you are getting answers to questions as we respond.

Patrick

Sent from my iPad

Begin forwarded message:

> **From:** probinson@northpointkc.com
> **Date:** October 15, 2017 at 10:18:21 AM CDT
> **To:** Delilah LeGrett <legrett2007@gmail.com>
> **Subject: Re: Question about Elwood village debt.**
>
> Delilah
>
> Thank you for the inquiry.
>
> We previously had indicated that we would make a single payment to retire the Village of Elwood's debt.
>
> NorthPoint's current thoughts are to accelerate the pace of the debt retirement, which is why we are now discussing two payments.
>
> The outcome is that the Village's debt would be paid sooner than what we had previously indicated.
>
> I hope this clarifies NorthPoint's thoughts regarding this matter.

Please do not hesitate to contact me should you require additional information.

Thanks,

Patrick

Sent from my iPad

On Oct 13, 2017, at 3:02 PM, Delilah LeGrett <legrett2007@gmail.com> wrote:

> Good afternoon. I seem to have some conflicting information on payment of the debt.
>
> On your website, under community benefits, it states a one time payment will be made to retire village debt.
> However, in an email from September, you stated the current proposal will be 2 payments. (See below)
>
> > As to the Village debt, our current proposal is to make two payments that would fully retire the debt. We are asking to participate in the revenue generated solely from Compass Business Park to be repaid.
>
> Can you clarify for me please?
> Thank you
> Delilah legrett

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:33 AM
To: Julie Friebele
Subject: FW: Traffic Impact Studies - Elwood
Attachments: 2007-02-01 - Traffic Impact Study.pdf; 2008-07-07 - Engineer Response to IDOT Comments.pdf; 2003 Traffic Study - 11 x 17 Exhibits.pdf; 2003 Traffic Study.pdf

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: engineering [mailto:engineering@villageofelwood.com]
Sent: Tuesday, October 31, 2017 9:54 AM
To: thomas.gallenbach@illinois.gov
Cc: Tom George <tgeorge@northpointkc.com>; Sjogren, Tim <Tim.Sjogren@kimley-horn.com>; Marian Gibson <marian.gibson@villageofelwood.com>
Subject: Traffic Impact Studies - Elwood

Good morning Tom:

Per our discussions yesterday, I am providing the traffic studies which the Village of Elwood has on file that provide estimates of trip generation. Note that in the 2003 study, Table 1 shows 200,000 SF of retail generating 11,000 trips. This retail development has not materialized.

Please contact me with any questions.

Thank you
Jim Sparber

DRAFT

CenterPoint Intermodal Center East Traffic Impact Study

Illinois Route 53 and Walter Strawn Drive

VILLAGE OF ELWOOD
WILL COUNTY, ILLINOIS

FEBRUARY 2007

Prepared For:

CenterPoint Properties

1808 Swift Drive
Oak Brook IL 60523

Prepared By:

TranSystems

1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173

TABLE OF CONTENTS

1. INTRODUCTION 1

2. EXISTING CONDITIONS 1

3. LAND USE 1

4. PROPOSED DEVELOPMENT 2

5. TRAFFIC STUDIES 2
   - 5.1 Existing Traffic
   - 5.2 Trip Generation
   - 5.3 Trip Mode Distribution
   - 5.4 Directional Distribution
   - 5.5 Future Traffic

6. ANALYSIS OF TRAFFIC IMPACTS 5

7. CONCLUSIONS AND RECOMMENDATIONS 6

EXHIBITS

1. Project Location Map
2. Joliet Arsenal Site Map
3. Project Aerial Map
4. Existing Design Hourly Volumes
5. Development Design Hourly Volumes
6. Projected 2030 Design Hourly Volumes
7. Projected 2030 Design Hourly Volumes with Development
8. Proposed Improvements

APPENDIX

A. Traffic Counts
B. Capacity Analysis

1. INTRODUCTION

TranSystems was retained by CenterPoint Properties to conduct a traffic impact study for the proposed CenterPoint Intermodal Center East (CIC East) development. The proposed development is located east of the intersection of Illinois Route 53 with Walter Strawn Drive and south of the Village of Elwood in Will County, Illinois. The development will include primarily warehousing facilities and some light industrial facilities. The location map is included as Exhibit 1.

The proposed CIC East development is an addition to the overall BNSF Logistics Park Chicago (LPC) and the Center Point Intermodal Center (CIC) development west of IL Route 53. The LPC and CIC development west of IL Route 53 will encompass the construction and operation of a 620 acre intermodal and automobile loading/unloading rail facility, a 730 acre light industrial and manufacturing park, a power plant, a water and waste water treatment plant, and commercial development. The overall LPC and CIC development is shown is Exhibit 2.

This report analyzes the traffic impacts of the proposed CIC East development at the intersection of Illinois Route 53 with Walter Strawn Drive and identifies roadway improvements needed at the intersection. The proposed development will require the addition of an east approach to the existing signalized intersection of Illinois Route 53 and Walter Strawn Drive.

2. LAND USE

The existing project site is currently being used for agricultural purposes. The existing LPC and CIC development is to the west of the intersection. There are several open parcels of land in the vicinity of the project. Residential development is north of the intersection in the Village of Elwood. The Lincoln National Veterans Cemetery is located in the southwest quadrant of the intersection of IL Route 53 and Hoff Road intersection just south of the project.

3. EXISTING CONDITIONS

Illinois Route 53 is a north-south arterial under the maintenance and jurisdiction of IDOT and is classified as a Strategic Regional Arterial (SRA). It has two through lanes in each direction, shoulders, open-ditch drainage, and a depressed grass median. Walter Strawn Drive is an east-west collector owned and maintained by the Village of Elwood. It has one through lane in each direction with a striped median. It has curb and gutter and an enclosed drainage system. Interstate 55 is located 4.25 miles west of the CIC East development and has an interchange at Arsenal Road.

The existing intersection of IL Route 53 and Strawn Drive is a signalized T-intersection. There are two through lanes in the northbound and southbound direction and one through lane in the eastbound direction. There is an exclusive left turn lane in the northbound and eastbound direction and an exclusive right turn lane in the southbound direction. The signal is fully actuated. There is

no pedestrian usage at the intersection; therefore there is no pedestrian signal equipment. There are no bus routes within the study area. The Union Pacific Railroad runs parallel to and is just west of IL Route 53. The railroad has an at-grade crossing with Strawn Drive 170 feet west of the IL Route 53 intersection (See Exhibit 3 – Project Aerial Map). The traffic signal is interconnected with the railroad and has a railroad preemption phase.

4. PROPOSED DEVELOPMENT

A combined total of 3,855,000 square feet of warehousing and light industrial development is planned. Warehousing will comprise the majority of the development for 3,662,250 square feet (95 percent). The rest of the development will be used for light industrial purposes (192,750 square feet).

5. TRAFFIC STUDIES

This section discusses the existing traffic conditions, the trip generation process, and the development of the projected 2030 traffic volumes.

5.1 EXISTING TRAFFIC

Manual traffic counts were conducted at the intersection of Illinois Route 53 and Walter Strawn Drive in September 2006. Traffic counts were conducted between 6:00 and 8:00 A.M. and 4:00 and 6:00 P.M. From these counts the peak hours were identified as 6:15 to 7:15 A.M. and 4:00 to 5:00 P.M. The existing traffic is shown in Exhibit 4.

Additional 24-hour classification tube counts were conducted at four locations: two on Strawn Drive, one on Mississippi Avenue, and one on Baseline Road. In particular, the counts on Strawn Drive immediately west of IL Route 53 and Strawn Drive were used to evaluate hourly traffic flow patterns for passenger cars and trucks for the entire LPC and CIC development. It was observed that the morning peak hour occurred from 6:00 A.M. to 7:00 A.M. The traffic then grew through the day with the highest hourly volume occurring from 2:00 P.M. to 3:00 P.M. The morning peak hour for the site coincided with the peak hour for the adjacent street while the evening peak did not coincide. The counts are included Appendix A.

5.2 TRIP GENERATION

Trip generation involved quantifying trips that will be generated by the proposed development. This is discussed below:

Warehousing

The warehousing portion of the development is anticipated to occupy 95 percent of the proposed development (3,662,250 sq. ft.). The trip generation was not based on rates provided in the ITE Trip Generation Manual due to the limited sample size. Instead, trips were calculated using trip rates for trucks observed at similar existing buildings within the LPC and CIC developments and are shown in Table 1. Based on this trip rate information, an average daily generation rate of 180 trucks per million square feet was used.

Table 1 – CIC Trip Generation Rates - November 2006

Business	Sq. Ft.	Total Trucks /day	Rate /Mil Sq.Ft.
Wal-Mart Bldg #1	1,600,000	330	206
DSC Logistics	1,000,000	250	250
Georgia Pacific	1,000,000	120	120
Partner's Warehouse	400,000	60	150
		Average	180

This rate of 180 trucks per day per million square feet equated to a total of 659 trucks per day for the warehousing portion. In general, based on the 24-hour tube counts, it was observed that the daily truck to passenger cars ratio was 52 to 48. Using the total daily average truck volume of 659 and the truck to passenger car ratio of 52 to 48, a total of 1268 total vehicle trips were calculated. The morning and evening peak hour volumes were developed based on the peak hour volume to total volume percentages observed during the 24-hour tube counts for entering and exiting vehicles (See Appendix A – Location 1 and 4). The trips are shown in Table 2.

Light Industrial

Light Industrial use is anticipated to occupy the remaining 5 percent of the development (192,750 sq. ft.). Trips were calculated using the ITE Trip Generation Manual (7th Edition). The trips are shown in Table 2.

Table 2 – Trip Generation

Land Use	Source	Variable	ADT	AM			PM		
				Total	Ent	Exit	Total	Ent	Exit
Warehousing	LPC/CIC	GFA*	1268	108	63	44	76	32	44
Light Industrial	ITE	GFA*	1338	140	124	17	115	14	102

*GFA – Gross Floor Area

5.3 TRIP MODE DISTRIBUTION

The trip mode distribution process involved distributing the generated trips to various modes of transportation such as passenger cars, trucks, public transportation, pedestrians, and bicycles. For the proposed development, traffic would consist of trucks and passenger cars. There is no pedestrian or bicyclist activity anticipated at the intersection. The location is not served by any public transportation facility. The distribution between cars and trucks for the peak hours were based on the distribution observed from the 24-hour tube counts. The details are shown in Table 3.

Table 3 – Trip Mode Distribution

Development	Mode	A.M.		P.M.	
		Entering	Exiting	Entering	Exiting
Warehousing	Total	63	44	32	44
	P Cars	49 (75%)	35 (80%)	10 (30%)	24 (56%)
	Trucks	16 (25%)	9 (20%)	22 (70%)	20 (44%)
Industrial	Total	124	17	14	102
	P Cars	112 (90%)	15 (90%)	12 (90%)	92 (90%)
	Trucks	12 (10%)	2 (10%)	2 (10%)	10 (10%)

5.4 DIRECTIONAL DISTRIBUTION

The directional distribution involved assigning the generated trips to various directions of origins and destinations. The assignments were based on the regional street network and location of other land uses supported by this type of development. It is anticipated that 70 percent of the traffic would travel between this development and the existing LPC and CIC development to the west and also would travel through the existing LPC and CIC development to reach Arsenal Road and then Interstate 55. A large number of trucks will employ this route as the section of Manhattan Road between Brandon Road and Illinois Route 53 has weight restrictions. Traffic to and from north of the development is anticipated to be 25 percent. Traffic arriving from or departing by the north leg of the intersection is likely heading to Interstate 80. The remaining 5 percent of the trips are anticipated to arrive from or depart to the south of the development. There is not much developed to the south of the project, and there are no major routes easily accessible to the south. Thus, the development is not anticipated to produce many trips to the south.

5.5 FUTURE TRAFFIC

The projected year 2030 design hourly volumes included the following traffic:

1. Full Build out of CIC East
2. Full Build out of LPC and CIC west of IL Route 53

3. 2030 projected traffic volumes on IL Route 53

Future traffic for the design year 2030 was developed for the AM and PM peak periods. The traffic volumes for the CIC East development have been developed in this study.

Under existing conditions, the LPC and CIC development is 75 percent complete. On the west approach of Strawn Drive, the September 2006 traffic counts represented 75 percent of the full build out condition. For 2030, the traffic volumes on the west approach were increased by 25 percent.

A previously conducted and approved Intersection Design Study for the existing intersection was used for the traffic projections along IL Route 53. The existing traffic volumes for the through movements on IL Route 53 were projected to 2030 using the 2020 traffic volumes from the previous IDS and assuming a 0.9 percent increase per year.

The final projected 2030 traffic volumes are shown in Exhibit 7.

6. ANALYSIS OF TRAFFIC IMPACTS

Intersection improvements are necessary to accommodate the additional traffic generated by the proposed CIC East development. The key improvements include addition of the east approach, channelization improvements to accommodate the additional traffic movements, and signal improvements.

For the east approach, one through lane is recommended with an exclusive left turn lane and right turn lane. In order to accommodate the development traffic, an exclusive southbound left turn lane and an exclusive northbound right turn lane are recommended along IL Route 53. The existing cross section on the west approach of Strawn Drive will be maintained. The improvements have been shown conceptually on Exhibit 8.

Capacity analyses were completed for the recommended intersection geometry with the 2030 total AM and PM peak hour traffic volumes shown in Exhibit 7. The analysis was conducted using the Highway Capacity Software (HCS). The capacity of the intersection is measured in control delay and graded on a letter scale of A to F, called the Level-of-Service (LOS). LOS A represents free flow conditions and LOS F represents saturated conditions.

During both peak periods, the intersection and all individual approaches operate at a LOS D or better with the additional traffic generated from the proposed development. A summary of the analysis is presented in Table 4.

Table 4 – Capacity Analysis Summary
Delay (seconds)/ LOS

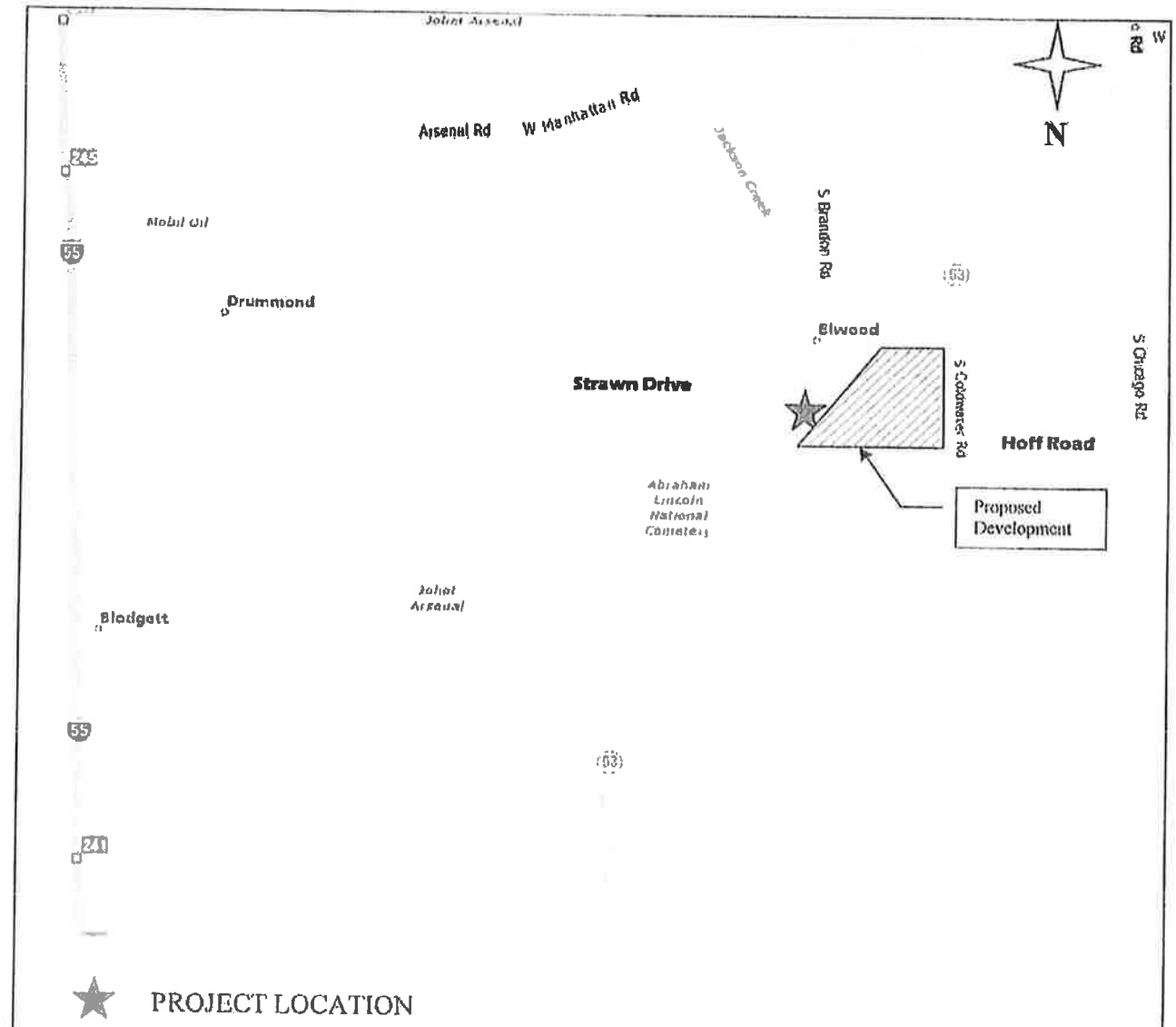
Peak Period	EB	WB	NB	SB	Overall
A.M.	27.4 / C	34.8 / C	42.6 / D	31.4 / C	35.6 / D
P.M.	54.4 / D	32.8 / C	27.7 / C	45.7 / C	41.3 / D

The capacity analysis in included in Appendix B.

7. CONCLUSIONS AND RECOMMENDATIONS

Based on the review of the traffic data and the capacity analyses, it can be concluded that with the recommended improvements, the intersection of IL Route 53 and Strawn Drive will operate at an acceptable LOS. These recommended improvements include construction of a new east approach with separate left turn, through, and right turn lanes, in addition to construction of a northbound right turn lane and a southbound left turn lane. The existing traffic signal will be modified to accommodate the intersection improvements.

EXHIBITS



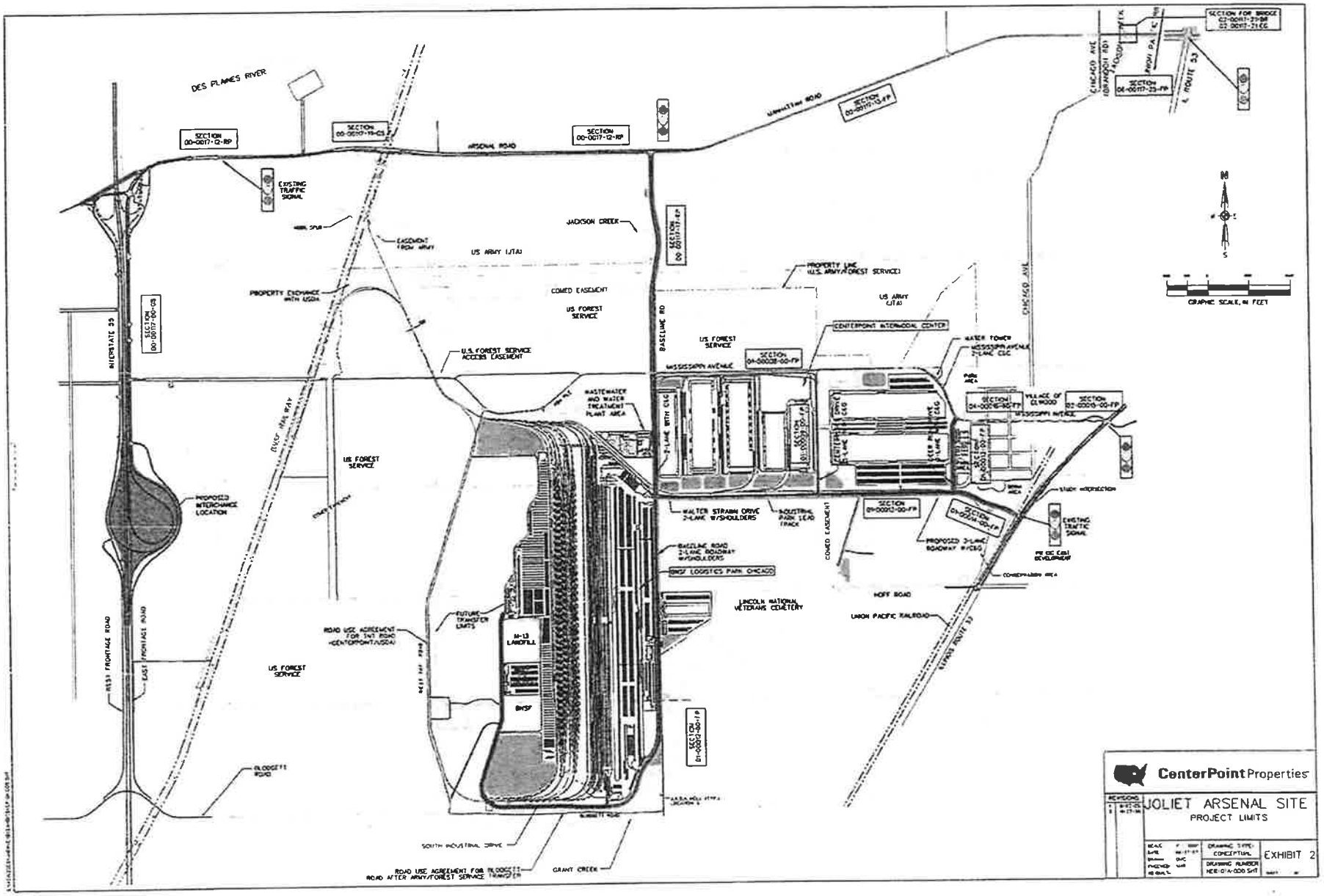
CENTERPOINT INTERMODAL CENTER EAST

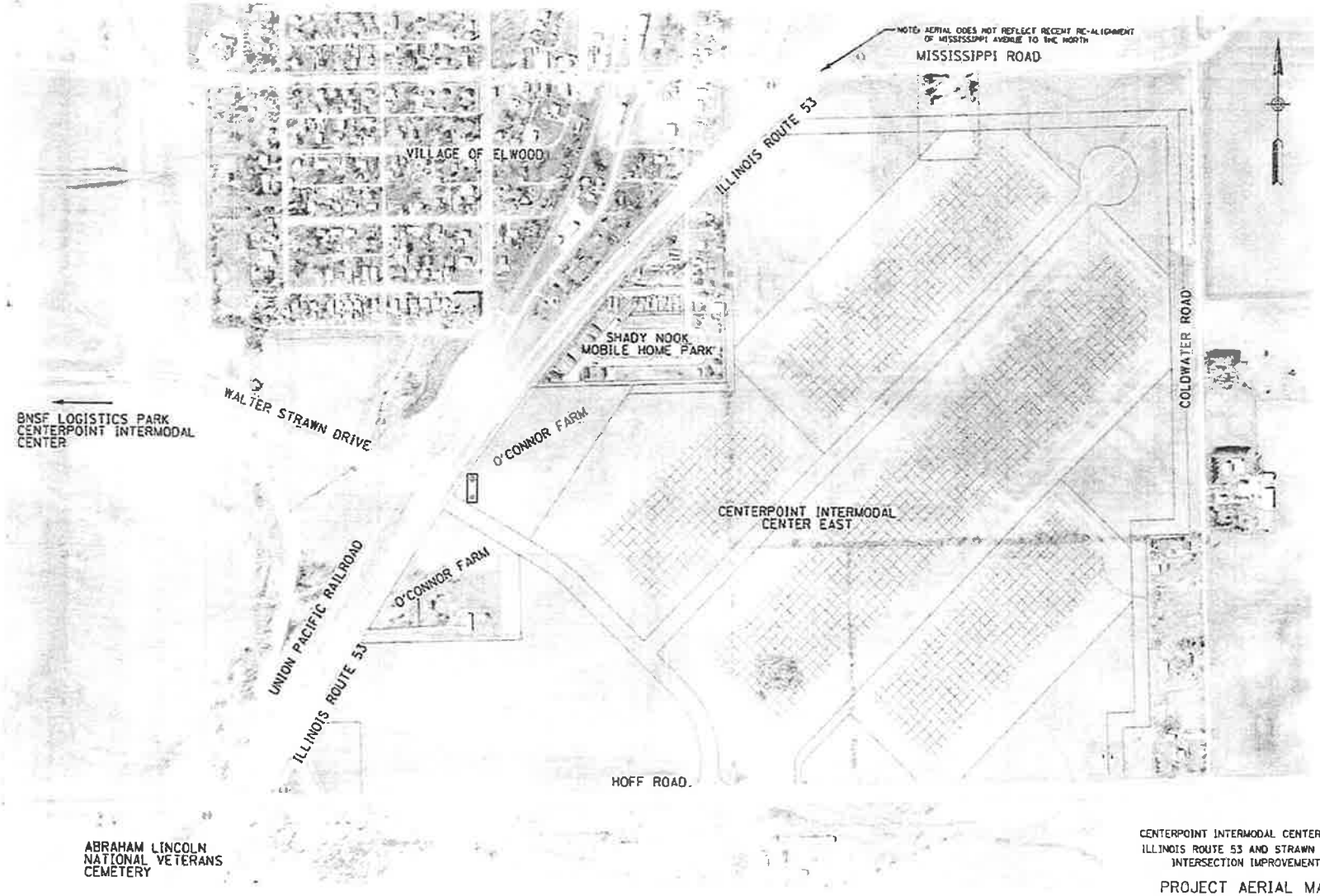
ILLINOIS ROUTE 53 AT STRAWN DRIVE INTERSECTION IMPROVEMENTS

PROJECT LOCATION MAP

NOT TO SCALE DATE: 2/16/2007

EXHIBIT 1


DES PLAINES RIVER
ARSENAL ROAD
SECTION 00-00117-12-RP
SECTION 00-00117-12-RP
SECTION 00-00117-12-RP
EXISTING TRAFFIC SIGNAL
JACKSON CREEK
EASEMENT FROM ARMY
US ARMY (JTA)
PROPERTY EXCHANGE WITH USDA
COMED EASEMENT
US FOREST SERVICE
U.S. FOREST SERVICE ACCESS EASEMENT
INTERSTATE 55
SECTION 00-00117-00-CB
BASELINE RD
PROPERTY LINE (U.S. ARMY/FOREST SERVICE)
CENTERPOINT INTERMODAL CENTER
WATER TOWER
MISSISSIPPI AVENUE
CHICAGO AVE
SECTION FOR BRIDGE
SECTION 04-00117-23-FP
ROUTE 53
GRAPHIC SCALE, IN FEET
WASTEWATER AND WATER TREATMENT PLANT AREA
VILLAGE OF ELWOOD
PROPOSED INTERCHANGE LOCATION
WALTER STRAHM DRIVE 2-LANE W/SHOULDERS
INDUSTRIAL PARK LEAD TRACK
STUDY INTERSECTION
EXISTING TRAFFIC SIGNAL
PROPOSED 2-LANE ROADWAY W/CSO
BASELINE ROAD 2-LANE ROADWAY W/SHOULDERS
BNSF LOGISTICS PARK CHICAGO
LINCOLN NATIONAL VETERANS CEMETERY
HOFF ROAD
UNION PACIFIC RAILROAD
FUTURE TRANSFER LIMITS
ROAD USE AGREEMENT FOR 3RD ROAD (CENTERPOINT/USDA)
M-13 LANDFILL
BNSF
WEST FRONTAGE ROAD
EAST FRONTAGE ROAD
BLODGETT ROAD
SOUTH INDUSTRIAL DRIVE
ROAD USE AGREEMENT FOR BLODGETT ROAD AFTER ARMY/FOREST SERVICE TRANSFER
GRANT CREEK
CenterPoint Properties
JOLIET ARSENAL SITE
PROJECT LIMITS
DRAWING TYPE: CONCEPTUAL
DRAWING NUMBER
EXHIBIT 2



CENTERPOINT INTERMODAL CENTER EAST
ILLINOIS ROUTE 53 AND STRAWN DRIVE
INTERSECTION IMPROVEMENTS

PROJECT AERIAL MAP

NOT TO SCALE

DATE: 02-19-07

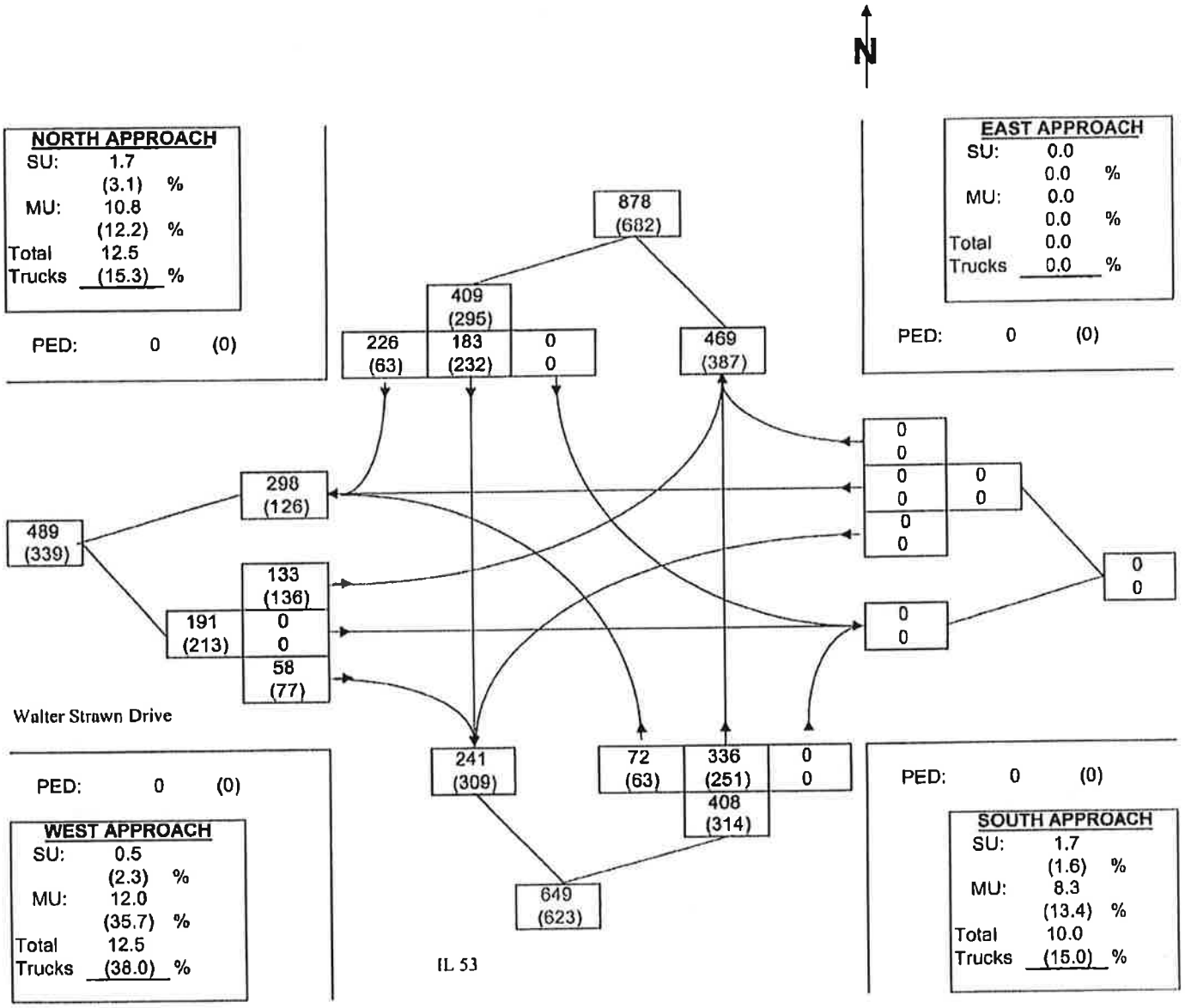
EXHIBIT 3

Trans Systems
1551 PERIMETER DRIVE, SUITE 1026
BARTLETT, ILLINOIS 60103
(847) 006-9800

2/16/2007

EXISTING DESIGN HOURLY VOLUMES

N/S:	IL 53			E/W:	Walter Strawn Drive		
DATE:	9/28/2006	DAY:	THURSDAY	TIME:	6:15 AM	TO:	7:15 AM
DATE:	9/26/2006	DAY:	TUESDAY	TIME:	4:00 PM	TO:	5:00 PM



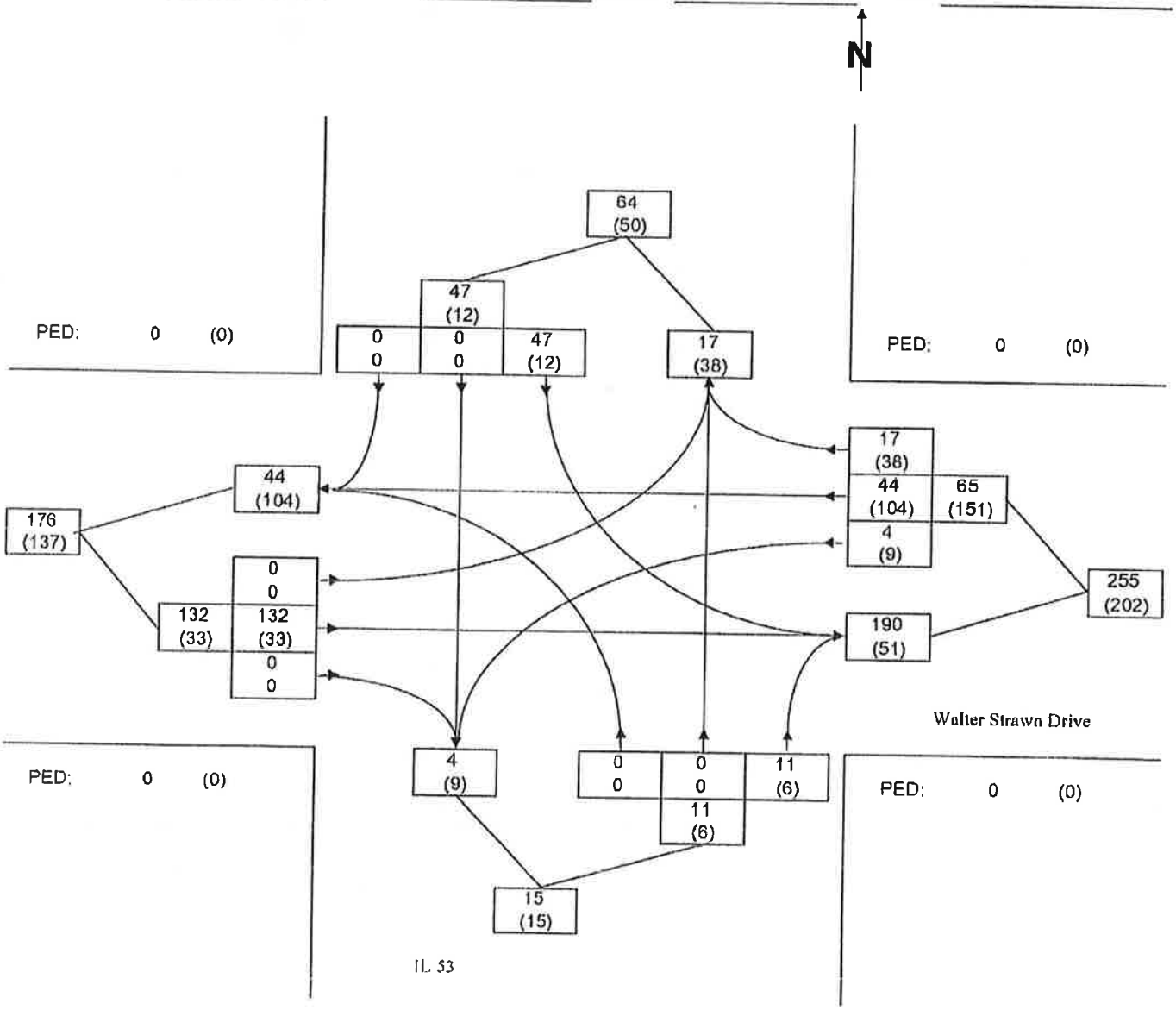
LEGEND
XX - AM Peak Hour Traffic
(XX) - PM Peak Hour Traffic

G:\CH06\0107\Road\Traffic\[0107Traffic Volumes - 020607 REVISION.xls]Projected 2030

EXHIBIT 4

DEVELOPMENT DESIGN HOURLY VOLUMES

N/S:	IL 53	E/W:	Walter Strawn Drive		
DATE:		DAY:		TIME:	6:15 AM	TO:	7:15 AM
DATE:		DAY:		TIME:	4:00 PM	TO:	5:00 PM



LEGEND

XX - AM Peak Hour Traffic

(XX) - PM Peak Hour Traffic

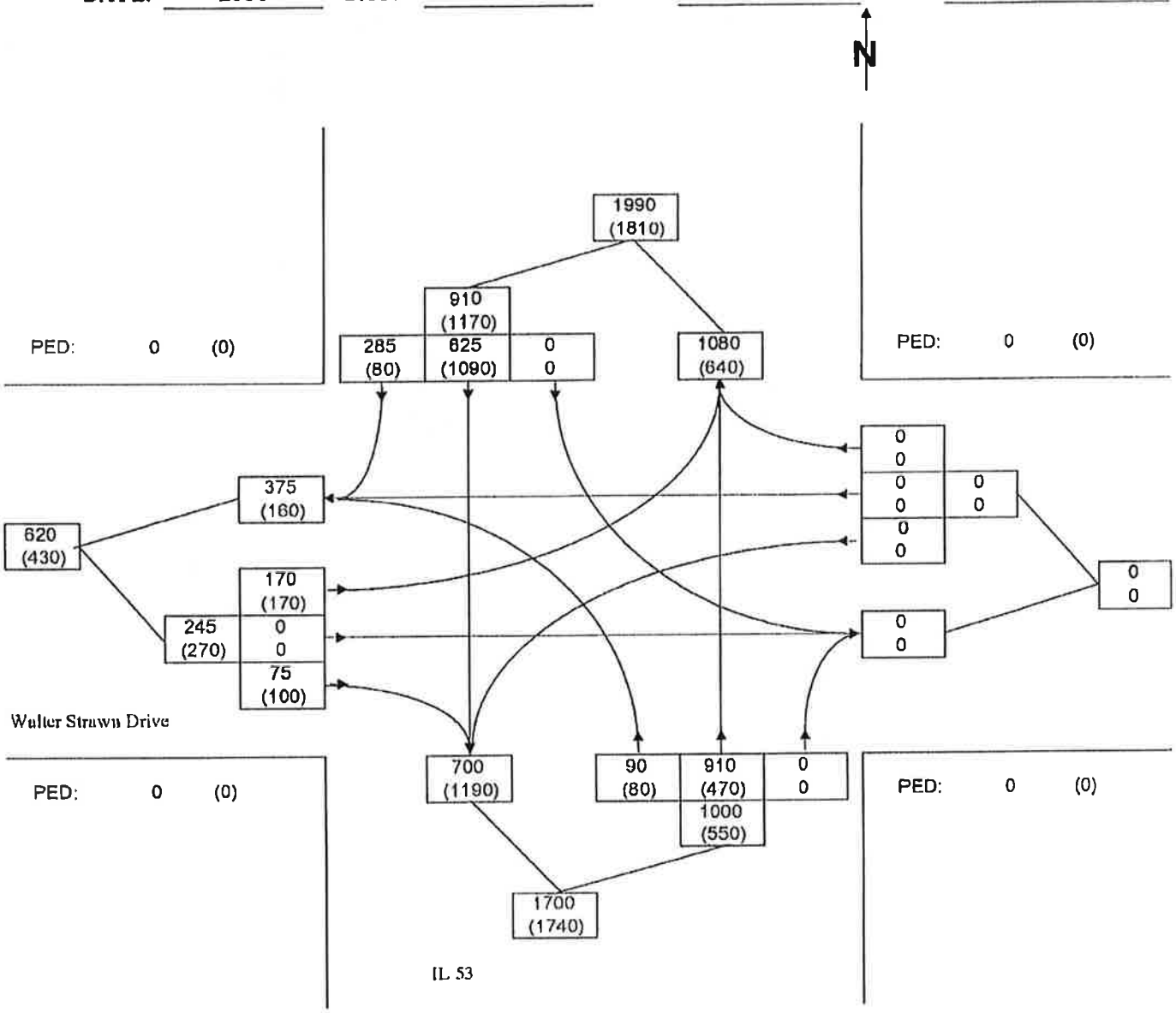
G:\CH06\0107\RoadTraffic\0107 Traffic Volumes - 020607 REVISION.xls]Projected 2030

EXHIBIT 5

2/16/2007

PROJECTED 2030 DESIGN HOURLY VOLUMES

N/S:	IL 53			E/W:	Walter Strawn Drive		
DATE:	2030	DAY:		TIME:	6:15 AM	TO:	7:15 AM
DATE:	2030	DAY:		TIME:	4:00 PM	TO:	5:00 PM



LEGEND

XX - AM Peak Hour Traffic

(XX) - PM Peak Hour Traffic

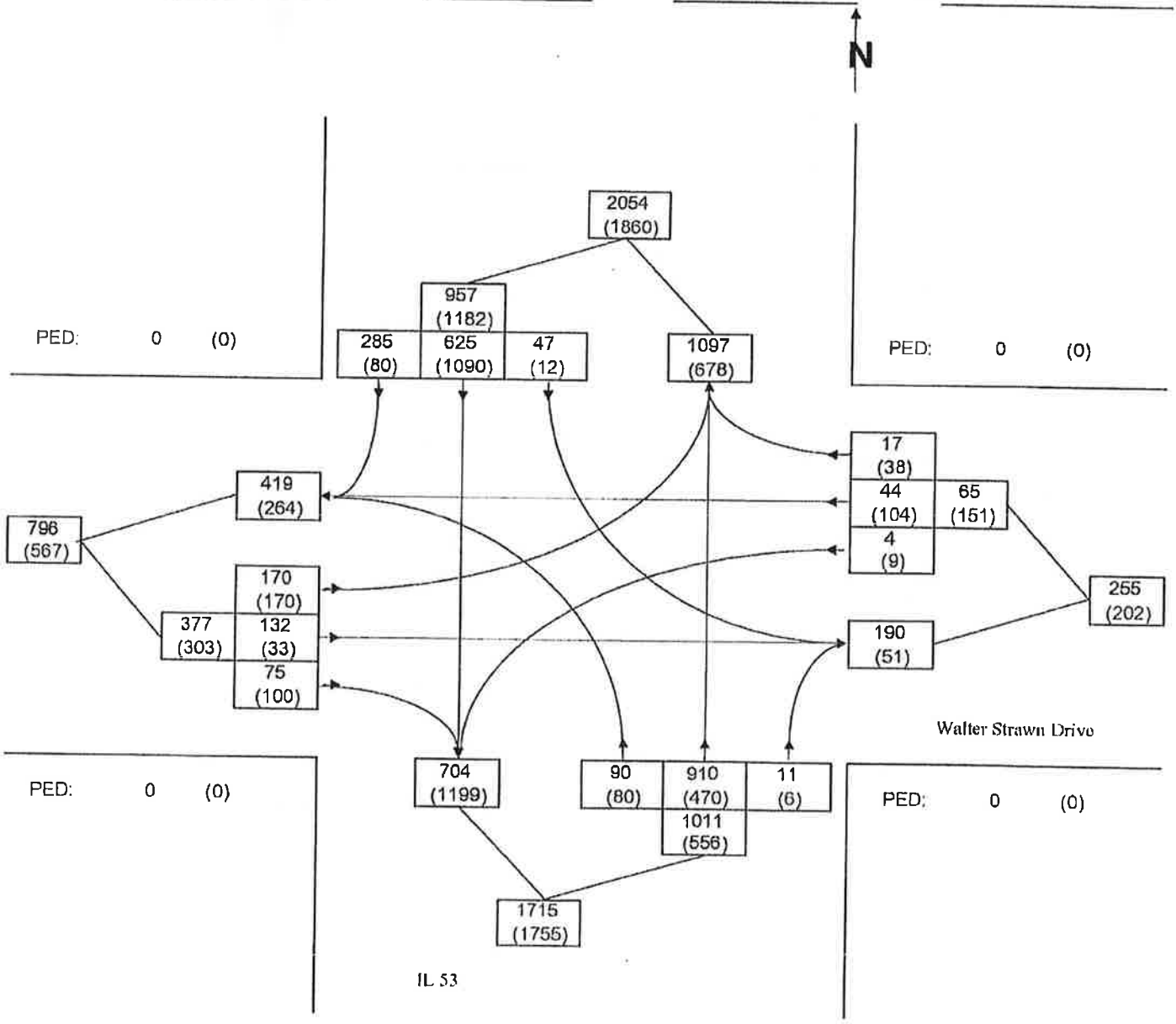
G:\CH05\0107\ReachTraffic\[0107 Traffic Volumes - 020607 REVISION.xls]Projected 2030

EXHIBIT 6

2/22/2007

PROJECTED 2030 DESIGN HOURLY VOLUMES WITH DEVELOPMENT AND HOFF RD REALIGNMENT

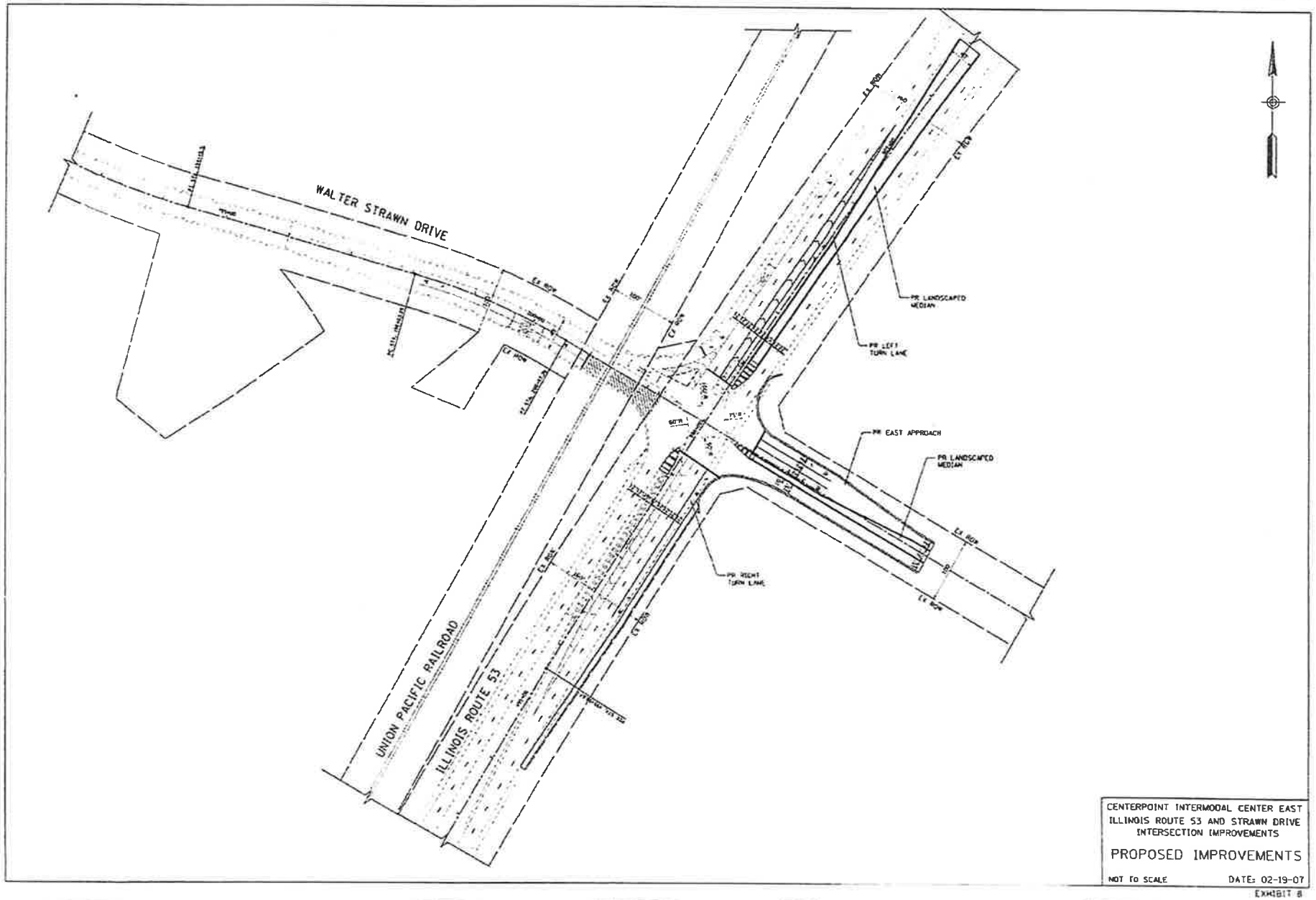
N/S:	IL 53			E/W:	Walter Strawn Drive		
DATE:	2030	DAY:		TIME:	6:15 AM	TO:	7:15 AM
DATE:	2030	DAY:		TIME:	4:00 PM	TO:	5:00 PM



LEGEND
XX - AM Peak hour traffic
(XX) - PM Peak hour traffic

G:\CH06\0107\Road.Traffic\(01071raffic Volumes - 020607 REVISION.xls]Proposed

EXHIBIT 7



CENTERPOINT INTERMODAL CENTER EAST
ILLINOIS ROUTE 53 AND STRAWN DRIVE
INTERSECTION IMPROVEMENTS

PROPOSED IMPROVEMENTS

NOT TO SCALE DATE: 02-19-07

EXHIBIT B

TranSystems
1565 PERIMETER DRIVE SUITE 1259
SCHAUMBURG, ILLINOIS 60173
(847) 805-6800

APPENDIX A

CenterPoint Properties

Joliet Arsenal Site

LOCATION 1-Walter Strawn Drive, west of IL Route 53

Southeastbound								
Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals	
0:00		12		1		11	24	
1:00		1		2		15	18	
2:00		10		3		7	20	
3:00		6		1		10	17	
4:00		18		1		15	34	
5:00		49		1		13	63	%ofADT
6:00	80%	**116**	2%	**3**	18%	**26**	**145**	6.6%
7:00		22		1		38	61	
8:00		16		3		50	69	
9:00		27		4		52	83	
10:00		31		10		75	116	
11:00		39		4		67	110	
12:00		51		3		78	132	
13:00		33		34		69	136	
14:00		105		53		76	234	
15:00		84		36		92	212	%ofADT
16:00	56%	**79**	8%	**11**	36%	**51**	**141**	6.4%
17:00		140		6		55	201	
18:00		69		6		31	106	
19:00		20		8		35	63	
20:00		7		6		39	52	
21:00		16		4		25	45	
22:00		64		8		14	86	
23:00		11		2		22	35	
Totals		**1026**		**211**		**966**	**2203**	
%Cars		46.6%		% Trucks		53.4%		

Northwestbound								
Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals	
0:00		4		0		8	12	
1:00		6		0		8	14	
2:00		4		2		4	10	
3:00		6		1		11	18	
4:00		25		2		6	33	
5:00		153		8		12	173	%ofADT
6:00	75%	**147**	11%	**21**	14%	**28**	**196**	9.2%
7:00		86		13		34	133	
8:00		34		12		54	100	
9:00		57		26		53	136	
10:00		26		13		63	102	
11:00		37		12		85	134	
12:00		37		11		96	144	
13:00		73		15		83	171	
14:00		43		15		68	126	
15:00		20		7		68	95	%ofADT
16:00	29%	**27**	11%	**10**	60%	**55**	**92**	4.3%
17:00		88		10		41	139	
18:00		37		8		26	71	
19:00		15		9		27	51	
20:00		21		5		14	40	
21:00		56		3		13	72	
22:00		19		2		21	42	
23:00		4		2		13	19	
Totals		**1025**		**207**		**891**	**2123**	
%Cars		48.3%		% Trucks		51.7%		

Total
EB and WB
36
32
30
35
67
236
341
194
169
219
218
244
276
307
360
307
233
340
177
114
92
117
128
54
4326

CenterPoint Properties
Joliet Arsenal Site

LOCATION 2-Walter Strawn Drive, east of Baseline Road

Eastbound				
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals
0:00	5	4	15	24
1:00	7	4	18	29
2:00	5	5	17	27
3:00	3	1	14	18
4:00	9	3	13	25
5:00	14	3	20	37
6:00	48	10	20	78
7:00	24	9	35	68
8:00	15	10	48	73
9:00	25	14	48	87
10:00	20	13	47	80
11:00	17	12	59	88
12:00	22	9	81	112
13:00	64	17	75	156
14:00	106	14	63	183
15:00	68	29	75	172
16:00	44	21	47	112
17:00	40	15	49	104
18:00	21	11	37	69
19:00	13	4	37	54
20:00	6	2	35	43
21:00	19	6	29	54
22:00	59	10	11	80
23:00	5	4	25	34
Totals	659	230	918	1807

Westbound				
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals
0:00	1	2	21	24
1:00	5	2	12	19
2:00	1	1	5	7
3:00	1	0	1	2
4:00	0	0	10	10
5:00	2	2	17	21
6:00	3	6	29	38
7:00	5	9	50	64
8:00	6	18	49	73
9:00	15	16	70	101
10:00	16	19	90	125
11:00	20	21	124	165
12:00	40	28	109	177
13:00	80	25	92	197
14:00	38	19	95	152
15:00	25	11	61	97
16:00	31	8	67	106
17:00	12	9	35	56
18:00	5	7	44	56
19:00	16	11	29	56
20:00	6	10	37	53
21:00	55	7	20	82
22:00	14	6	25	45
23:00	4	3	19	26
Totals	401	240	1111	1752

Total
EB and WB
48
48
34
20
35
58
116
132
146
188
205
253
289
353
335
269
218
160
125
110
96
136
125
60
3559

CenterPoint Properties
Joliet Arsenal Site

LOCATION 3-Mississippi Avenue, east of Baseline Road

Eastbound					Westbound					Total
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals	Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals	EB and WB
0:00	4	1	9	14	0:00	4	3	9	16	30
1:00	6	3	5	14	1:00	2	6	6	14	28
2:00	1	1	8	10	2:00	2	2	6	10	20
3:00	5	3	3	11	3:00	2	0	5	7	18
4:00	12	4	3	19	4:00	11	3	4	18	37
5:00	50	4	2	56	5:00	13	7	9	29	85
6:00	88	9	13	110	6:00	55	20	14	89	199
7:00	60	6	15	81	7:00	17	6	14	37	118
8:00	30	6	14	50	8:00	10	12	27	49	99
9:00	15	9	28	52	9:00	10	12	32	54	106
10:00	22	6	27	55	10:00	18	17	24	59	114
11:00	22	7	35	64	11:00	19	16	36	71	135
12:00	24	10	19	53	12:00	29	12	30	71	124
13:00	46	10	25	81	13:00	26	18	27	71	152
14:00	29	4	33	66	14:00	34	13	24	71	137
15:00	23	6	33	62	15:00	23	11	25	59	121
16:00	20	3	11	34	16:00	35	10	15	60	94
17:00	35	6	26	67	17:00	47	12	26	85	152
18:00	31	1	13	45	18:00	57	12	11	80	125
19:00	10	1	24	35	19:00	11	5	22	38	73
20:00	27	2	12	41	20:00	14	5	17	36	77
21:00	19	4	13	36	21:00	7	1	15	23	59
22:00	16	1	9	26	22:00	23	9	17	49	75
23:00	4	0	12	16	23:00	9	3	7	19	35
Totals	1026	211	966	2203	Totals	478	215	422	1115	3318

CenterPoint Properties

Joliet Arsenal Site

LOCATION 4-Baseline Road, south of Arsenal Road

Southbound								
Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals	
0:00		7		4		15	26	
1:00		8		6		11	25	
2:00		9		10		9	28	
3:00		9		9		14	32	
4:00		31		17		20	68	
5:00		52		8		40	100	%ofADT
6:00	34%	**47**	21%	**29**	46%	**64**	**140**	5.9%
7:00		52		30		58	140	
8:00		40		32		88	160	
9:00		17		35		90	142	
10:00		21		32		107	160	
11:00		29		36		90	155	
12:00		15		30		101	146	
13:00		35		23		97	155	
14:00		27		30		106	163	
15:00		29		29		95	153	%ofADT
16:00	23%	**32**	22%	**31**	56%	**79**	**142**	6.0%
17:00		32		11		52	95	
18:00		28		13		54	95	
19:00		19		16		39	74	
20:00		14		11		35	60	
21:00		23		15		19	57	
22:00		20		7		10	37	
23:00		6		5		20	31	
Totals		**602**		**469**		**1313**	**2384**	
%Cars		25.3%		% Trucks		74.7%		

Northbound									Total
Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals		NB and SB
0:00		16		9		20	45		71
1:00		30		16		35	81		106
2:00		11		6		26	43		71
3:00		7		8		16	31		63
4:00		19		10		30	59		127
5:00		39		17		41	97	%ofADT	197
6:00	60%	**90**	8%	**12**	32%	**49**	**151**	4.1%	291
7:00		44		14		78	136		276
8:00		48		18		94	160		320
9:00		47		30		93	170		312
10:00		62		33		94	189		349
11:00		92		32		112	236		391
12:00		109		38		117	264		410
13:00		127		40		145	312		467
14:00		156		48		125	329		492
15:00		119		52		119	290	%ofADT	443
16:00	46%	**127**	18%	**50**	36%	**100**	**277**	7.5%	419
17:00		91		30		63	184		279
18:00		73		34		76	183		278
19:00		28		28		39	95		169
20:00		31		22		53	106		166
21:00		38		14		31	83		140
22:00		57		19		25	101		138
23:00		18		8		34	60		91
Totals		**1479**		**588**		**1615**	**3682**		6066
%Cars		40.2%		% Trucks		59.8%			

APPENDIX B

SHORT REPORT

General Information		Site Information	
Analyst	SRS	Intersection	Walter Strawn Drive at IL 53
Agency or Co.	CenterPoint Properties	Area Type	All other areas
Date Performed	11/06/2006	Jurisdiction	IDOT
Time Period	AM Peak	Analysis Year	2030

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	1	0	1	1	1	1	2	1	1	2	1
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Volume (vph)	170	132	75	4	44	17	90	910	11	47	625	285
% Heavy Vehicles	20	25	20	20	20	20	25	5	25	25	10	25
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Arrival Type	3	3		3	3	3	3	3	3	3	3	3
Unit Extension	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	10	0	0	5	0	0	2	0	0	35
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0	0	0	0	0	0	0	0
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	EB Only	Thru & RT	04	Excl. Left	Thru & RT	07	08
Timing	G = 6.0	G = 14.0	G = 9.0	G = 0.0	G = 11.0	G = 26.0	G = 0.0	G = 0.0
	Y = 4	Y = 4	Y = 6	Y = 0	Y = 4	Y = 6	Y = 0	Y = 0

Duration of Analysis (hrs) = 0.25

Cycle Length C = 90.0

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate	179	207		4	46	13	95	958	9	49	658	263
Lane Group Capacity	401	439		100	167	389	176	1048	546	176	1000	804
v/c Ratio	0.45	0.47		0.04	0.28	0.03	0.54	0.91	0.02	0.28	0.66	0.33
Green Ratio	0.27	0.30		0.07	0.10	0.29	0.12	0.29	0.42	0.12	0.29	0.62
Uniform Delay d_1	27.5	25.7		39.3	37.5	23.0	37.1	30.9	15.1	35.9	28.1	8.1
Delay Factor k	0.11	0.11		0.11	0.11	0.11	0.14	0.43	0.11	0.11	0.23	0.11
Incremental Delay d_2	0.8	0.8		0.2	0.9	0.0	3.3	12.1	0.0	0.9	1.6	0.2
PF Factor	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Control Delay	28.3	26.5		39.5	38.4	23.0	40.5	43.0	15.1	36.8	29.7	8.3
Lane Group LOS	C	C		D	D	C	D	D	B	D	C	A
Approach Delay	27.3			35.3			42.5			24.3		
Approach LOS	C			D			D			C		
Intersection Delay	32.8			Intersection LOS						C		

Copyright © 2005 University of Florida, All Rights Reserved

SHORT REPORT

General Information		Site Information	
Analyst	SRS	Intersection	IL 53/Strawn Drive
Agency or Co.	CenterPoint Properties	Area Type	All other areas
Date Performed	11/7/2006	Jurisdiction	IDOT
Time Period	PM peak hour	Analysis Year	2030

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	1	0	1	1	1	1	2	1	1	2	1
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Volume (vph)	170	33	100	9	104	38	80	470	6	12	1090	80
% Heavy Vehicles	44	70	44	44	44	44	70	7	70	70	8	70
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Arrival Type	3	3		3	3	3	3	3	3	3	3	3
Unit Extension	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	16	0	0	5	0	0	1	0	0	10
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0	0	0	0	0	0	0	0
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	Thru & RT	03	04	Excl. Left	Thru & RT	07	08
Timing	G = 16.0	G = 14.0	G = 0.0	G =	G = 11.0	G = 29.0	G = 0.0	G = 0.0
	Y = 4	Y = 6	Y = 0	Y =	Y = 4	Y = 6	Y = 0	Y = 0
Duration of Analysis (hrs) = 0.25						Cycle Length C = 90.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate	179	123		9	109	35	84	495	5	13	1147	74
Lane Group Capacity	223	174		223	216	386	130	1147	538	130	1194	538
v/c Ratio	0.80	0.71		0.04	0.50	0.09	0.65	0.43	0.01	0.10	0.96	0.14
Green Ratio	0.18	0.16		0.18	0.16	0.34	0.12	0.32	0.57	0.12	0.32	0.57
Uniform Delay d_1	35.5	36.1		30.6	34.8	20.0	37.6	24.0	8.5	35.1	29.9	9.2
Delay Factor k	0.35	0.27		0.11	0.11	0.11	0.22	0.11	0.11	0.11	0.47	0.11
Incremental Delay d_2	18.8	12.4		0.1	1.9	0.1	10.6	0.3	0.0	0.3	17.4	0.1
PF Factor	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Control Delay	54.3	48.4		30.7	36.7	20.1	48.3	24.3	8.5	35.4	47.4	9.3
Lane Group LOS	D	D		C	D	C	D	C	A	D	D	A
Approach Delay	51.9			32.6			27.6			44.9		
Approach LOS	D			C			C			D		
Intersection Delay	40.6			Intersection LOS						D		

Copyright © 2005 University of Florida, All Rights Reserved

TranSystems

1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Main 847 605 9600
Fax 847 605 9610

www.transystems.com

08.07.07

Ms. Diane M. O'Keefe, P.E.
Region 1 Engineer/Deputy Director
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196-1096

Attention: Mr. Stephen M. Travia, P.E.
Bureau Chief of Traffic

Reference: IL Route 53/Walter Strawn Drive
CenterPoint Intermodal Center East
Village of Elwood, Will County

Dear Mr. Travia:

Please find enclosed three copies of the revised Traffic Impact Study for the referenced project for your review, comment and approval. The revised study addresses IDOT's April 23, 2007 comments from the first submittal. A disposition of comments is attached to this submittal.

If you have questions, please call me or Sagar R. Sonar at (847) 605-9600.

Very truly yours,

TranSystems

Martin A. Ross

Martin Ross, P.E.

Enclosures

cc: Aimee Ingalls, Village of Elwood
Eric Gilbert, CenterPoint Properties

DISPOSITION OF COMMENTS
Traffic Impact Study

Comments Prepared by: Illinois Department of Transportation
Bureau of Programming
April 19, 2007

Responses Prepared by: TranSystems Corporation
August 7, 2007

Comment 1. Although the warehousing land use in the ITE is too conservative for local conditions, past surveys of this land use in the Chicago area (Heartland, Rock Run, Kellogg) has shown that the actual usage is approximately 30% of the ITE calculations not less than 10% shown in your survey. For the 3.6 million square feet of warehousing usage, the ITE would estimate 13,827 vehicles per day (with a peak hour of 1,120 vehicles in and out during the morning peak hour). The TIS claims that the usage would be 656 trucks per day (with a peak hour of 108 vehicles in and out during the morning peak hour). These assumptions are much too low for approval of the Geometrics Unit, especially for the fourth leg of an intersection involving a Strategic Regional Arterial (SRA) and an at-grade railroad crossing. Update the traffic to assume a more conservative trip generation for the warehousing land use.

Response: A trip generation rate of 30% of the ITE rate has been used.

Comment 2. The 2030 design year is appropriate, since proposed access will add a fourth leg at an existing signalized intersection with a SRA. The existing property neighboring the industrial site, including the O'Connor Farm and other open land between Walter Strawn Drive and Hoff Road, will be developed by the 2030 design year. These properties will use Walter Strawn Drive for 2030 conditions. What land uses are these properties zoned for? Please assume a conservative usage of these properties and the same distribution of traffic as for the industrial site and add traffic to the 2030 conditions.

Response: The open land between Walter Strawn Drive and Hoff Road is being utilized for detention ponds. The O'Connor Farm is zoned for agricultural land use. It is not anticipated that the O'Connor Farm will be redeveloped in the near future.

Comment 3. Elwood is planning a large development north of this site, along Illinois Route 53 between Mississippi Avenue and Tehle Road. Was the traffic for this development included in the previous 2020 traffic projections for the East Access Road intersection? If not, please add the site generated traffic for through traffic on Illinois Route 53 for this study to the 2030 traffic projections at the intersection.

Response: The projected 2030 traffic volumes are based on the traffic projections provided by CMAP. The CMAP model accounts for future residential and commercial growth in the area. The study was presented to Ms. Diane O'Keefe and Mr. Pete Harmet on July 30, 2007. It was agreed that CMAP traffic projections provide the best data available.

Comment 4. As even mentioned within the TIS, the area south of Elwood is not currently developed. This land would be developed by the 2030 design year. Will County is currently growing at a rate higher than 5% per year, and the Illinois Route 53 corridor to the south will soon be expanding

at a similar rate. The assumption of 0.9% growth per year is much too low. Please assume a future growth rate of 3% per year between 2020 and 2030.

Response: The projected 2030 traffic volumes are based on the traffic projections provided by CMAP. The CMAP model accounts for future residential and commercial growth in the area. The study was presented to Ms. Diane O'Keefe and Mr. Pete Harmet on July 30, 2007. It was agreed that CMAP traffic projections provide the best data available.

Comment 5. The addition of the east leg for Illinois Route 53 at Walter Strawn Drive will convert the eastbound right turn lane to a through/right turn lane. The eastbound right turn lane will need to be reinstituted when adding the right turn lane. This will necessitate widening through the at-grade railroad crossing and coordinating with the ICC.

Response: The proposed lane configuration (without the addition of an eastbound right turn lane) accommodates the 2030 projected traffic volumes with the additional trips from the development. The overall LOS for the intersection and individual lane groups is D or better. Widening the west leg to provide the eastbound right turn lane provides only a small improvement to level of service while resulting in substantial impacts to the railroad crossing, the crossing signals and gates, an existing watermain and the existing development sign.

Comment 6. The addition of the east leg for Illinois Route 53 at Walter Strawn Drive will add delay for the northbound through movements by adding the westbound movements and the southbound left turn movement. These delays must be mitigated by maximizing the cross section on the east leg of Walter Strawn Drive and the southbound left turn lane on Illinois Route 53. Since left turn movements are protected only, southbound dual left turn lane must be provided.

Response: The southbound left turn volume is 97 vph during the AM peak period and 26 vph during the PM peak period. A dual left turn is not warranted for such a low left turning volume. A capacity analysis was completed with southbound dual left turn lanes and the results showed minimal decrease in the delay at the intersection compared to the single left turn lane. Copies of the analyses are attached.

Comment 7. How are train occurrences modeled for the traffic analysis? How many trains use the railroad crossing per day? How many use the crossing during peak hour conditions? On average, how long are the gates down per cycle per peak hour, assuming random train arrivals? Please add this as "dead time" (held as pedestrian movement) for the peak hour analysis.

Response: The UP railroad is used by Amtrak passenger trains and freight trains. Ten Amtrak trains pass through the railroad crossing during the period from 8:00 a.m. until 10:00 p.m. A copy of the Amtrak schedule is attached for your reference. In addition, there are only four UP trains per day on the average. This results in an average of one train per hour throughout the day. The occurrence of a train will affect the operations of the intersection during a single cycle, not every cycle within the hour. When the "dead time" for that single event is averaged over an hour, the resulting increase in delay is minimal.

Comment 8. Provide an exhibit showing the directional distribution on the surrounding roadway system. This will help to explain section 5.4 of the TIS.

Response: The directional distribution has been shown on Exhibit 5.

Comment 9. Note that the 25 percent increase of existing counts was assumed TO AND FROM the west leg of Strawn Drive. Did the previous TIS that developed the 2020 traffic projections for the intersection assume the same build-out as the current site plan for CIC West and LPC.

Response: Yes, both studies used the same development areas.

Comment 10. When will Hoff Road be realigned? Who is planning on completing this work? Please describe this in the TIS.

Response: The realignment of Hoff Road is not anticipated. This has been noted in the TIS.

Comment 11. Provide a figure showing the 2020 IDS traffic numbers?

Response: The 2030 traffic volumes are based on CMAP projections and full build-out of the CIC East development. There fore, the previous 2020 traffic volumes are no longer valid and have not been included.

Comment 12. Right turns on red are not allowed for the capacity analysis of signalized intersections with state controlled legs, especially noting the at-grade railroad crossing west of the intersection.

Response: The right turn on red vehicles have been removed.

HCS+™ DETAILED REPORT

General Information		Site Information	
Analyst	kmm	Intersection	Walter Strawn Drive at IL 53
Agency or Co.	CenterPoint Properties	Area Type	All other areas
Date Performed	8/5/07	Jurisdiction	IDOT
Time Period	AM Peak	Analysis Year	2030
		Project ID	Full build out EW/2030 - AM - single LT NB; dual LT SB

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N_l	1	1	0	1	1	1	1	2	1	2	2	1
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Volume, V (vph)	170	272	75	4	53	20	90	645	21	97	350	285
% Heavy Vehicles, %HV	20	20	20	18	18	18	25	5	20	20	10	25
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Protimed (P) or Actuated (A)	A	A	A	A	A	A	A	A	A	A	A	A
Start-up Lost Time, l_1	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green, e	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Arrival Type, AT	3	3		3	3	3	3	3	3	3	3	3
Unit Extension, UE	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Filtering/Metering, I	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Initial Unmet Demand, Q_b	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped / Bike / RTOR Volumes	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Parking / Grade / Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking Maneuvers, N_m												
Buses Stopping, N_B	0	0		0	0	0	0	0	0	0	0	0
Min. Time for Pedestrians, G_p	3.2			3.2			3.2			3.2		

Phasing	Excl. Left	EB Only	Thru & RT	04	Excl. Left	Thru & RT	07	08
Timing	G = 6.0 Y = 3	G = 14.0 Y = 4	G = 10.0 Y = 6	G = 0.0 Y = 0	G = 11.0 Y = 3	G = 27.0 Y = 6	G = 0.0 Y = 0	G = 0.0 Y = 0
Duration of Analysis, T = 0.25						Cycle Length, C = 90.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v	179	365		4	56	21	95	679	22	102	368	300
Lane Group Capacity, c	384	477		102	188	411	176	1086	583	357	1039	804
v/c Ratio, X	0.47	0.77		0.04	0.30	0.05	0.54	0.63	0.04	0.29	0.35	0.37
Total Green Ratio, g/C	0.26	0.31		0.07	0.11	0.30	0.12	0.30	0.43	0.12	0.30	0.62
Uniform Delay, d_1	28.3	28.0		39.3	36.8	22.4	37.1	27.1	14.7	35.9	24.7	8.4
Progression Factor, PF	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Delay Calibration, k	0.11	0.32		0.11	0.11	0.11	0.14	0.21	0.11	0.11	0.11	0.11
Incremental Delay, d_2	0.9	7.3		0.2	0.9	0.1	3.3	1.1	0.0	0.4	0.2	0.3
Initial Queue Delay, d_3	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay	29.2	35.3		39.5	37.7	22.4	40.5	28.3	14.7	36.4	24.9	8.7
Lane Group LOS	C	D		D	D	C	D	C	B	D	C	A
Approach Delay	33.3			33.8			29.4			20.1		
Approach LOS	C			C			C			C		

Intersection Delay	27.2	$X_c = 0.62$	Intersection LOS	C

Copyright © 2005 University of Florida, All Rights Reserved

HCS+™ DETAILED REPORT

General Information		Site Information	
Analyst	kmm	Intersection	Il. 53/Strawn Drive
Agency or Co.	CenterPoint Properties	Area Type	All other areas
Date Performed	8/5/07	Jurisdiction	IDOT
Time Period	PM peak hour	Analysis Year	2030
		Project ID	Full build out EW/2030 - PM - single LT NB; Dual LT

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N_1	1	1	0	1	1	1	1	2	1	1	2	1
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Volume, V (vph)	170	69	100	19	249	90	80	480	6	26	785	80
% Heavy Vehicles, %HV	44	61	44	34	34	34	70	7	60	60	8	70
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed (P) or Actuated (A)	A	A	A	A	A	A	A	A	A	A	A	A
Start-up Lost Time, l_1	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green, e	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Arrival Type, AT	3	3		3	3	3	3	3	3	3	3	3
Unit Extension, UE	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Filtering/Metering, I	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Initial Unmet Demand, Q_b	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped / Bike / RTOR Volumes	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Parking / Grade / Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking Maneuvers, N_m												
Buses Stopping, N_B	0	0		0	0	0	0	0	0	0	0	0
Min. Time for Pedestrians, G_p	3.2			3.2			3.2			3.2		

Phasing	Excl. Left	Thru & RT	03	04	Excl. Left	Thru & RT	07	08
Timing	G = 16.0	G = 19.0	G = 0.0	G =	G = 11.0	G = 26.0	G = 0.0	G = 0.0
	Y = 3	Y = 6	Y = 0	Y =	Y = 3	Y = 6	Y = 0	Y = 0

Duration of Analysis, T = 0.25

Cycle Length, C = 90.0

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v	179	178		20	262	95	84	505	6	27	826	84
Lane Group Capacity, c	223	242		239	315	482	130	1028	538	138	1017	507
v/c Ratio, X	0.80	0.74		0.08	0.83	0.20	0.65	0.49	0.01	0.20	0.81	0.17
Total Green Ratio, g/C	0.18	0.21		0.18	0.21	0.40	0.12	0.29	0.53	0.12	0.29	0.53
Uniform Delay, d_1	35.5	33.2		30.9	34.0	17.6	37.6	26.5	9.9	35.5	29.7	10.7
Progression Factor, PF	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Delay Calibration, k	0.35	0.29		0.11	0.37	0.11	0.22	0.11	0.11	0.11	0.35	0.11
Incremental Delay, d_2	18.8	11.1		0.2	17.0	0.2	10.6	0.4	0.0	0.7	5.1	0.2
Initial Queue Delay, d_3	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay	54.3	44.3		31.0	51.0	17.8	48.3	26.9	9.9	36.2	34.8	10.9
Lane Group LOS	D	D		C	D	B	D	C	A	D	C	B
Approach Delay	49.3			41.6			29.7			32.7		
Approach LOS	D			D			C			C		
	36.0						Intersection LOS			D		

Intersection Delay		$X_c = 0.79$		

Copyright © 2005 University of Florida, All Rights Reserved

AMTRAK

Illinois-Missouri-Iowa-Nebraska Routes

EFFECTIVE APRIL 2, 2007

Serving

Chicago
Springfield
St. Louis
Jefferson City
Kansas City

Chicago
Galesburg
Quincy/Kansas City/
Osceola/Omaha

and intermediate stations

For reservations and information
call toll-free
in the U.S.A. and Canada
1-800-USA-RAIL
1-800-872-7245
or call your travel agent
Also visit **Amtrak.com** on the Internet

Schedules subject to change without notice.
Amtrak is a registered service mark of the National Railroad Passenger Corp.
National Railroad Passenger Corporation
Washington Union Station, 60 Massachusetts Ave., N.E., Washington, DC 20002
NRPC Form W21 200M 4/2/07 Stock #02-3215

ILLINOIS-MISSOURI-IOWA-NEBRASKA ROUTES

Chicago • Galesburg • Quincy/Kansas City/Omaha

Carl Sandburg	California Zephyr	Southwest Chief	Illinois Zephyr				Illinois Zephyr	Southwest Chief	California Zephyr	Carl Sandburg
381	5	3	383	◄ Train Number ►			380	4	6	382
Daily	Daily	Daily	Daily	◄ Days of Operation ►			Daily	Daily	Daily	Daily
				◄ Train Service ►						
				Mile		Symbol				
7 35A	1 50P	3 15P	5 55P	0	Dp	Chicago, IL (CT) Rockford, Madison see below	Ar 10 30A	3 20P	3 30P	9 48P
7 54A			6 14P	14		La Grange Road, IL	9 14A			9 12P
8 10A	2 24P	R 3 50P	6 30P	28		Naperville, IL	9 38A	2 14P	1 47P	8 56P
8 33A			6 53P	52		Plano, IL	10 10A			8 34P
9 00A		4 39P	7 20P	83		Mendota, IL	8 49A	1 21P		8 07P
9 20A	3 34P	5 01P	7 40P	104		Princeton, IL	8 30A	1 00P	12 35P	7 48P
9 43A			8 03P	131		Kewanee, IL	8 06A			7 24P
10 14A	4 28P	5 53P	8 34P	162		Galesburg, IL	7 38A	12 10P	11 44A	6 56P
10 52A			9 12P	202		Macomb, IL	7 00A			6 18P
11 50A			10 10P	258		Quincy, IL	6 12A			5 30P
		6 57P		220		Fort Madison, IA (Keokuk)		11 11A		
		8 08P		298		La Plata, MO (Kirksville)		9 57A		
		10 11P		437	Ar	Kansas City, MO Tulsa, Oklahoma City see below		7 45A		
	5 15P			205	Dp	Burlington, IA			10 50A	
	5 40P			233		Mount Pleasant, IA			10 24A	
	6 43P			278		Ottumwa, IA			9 39A	
	7 59P			360		Osceola, IA (Des Moines)			8 10A	
	8 31P			392		Creston, IA			7 34A	
	10 19P			500	Ar	Omaha, NE (CT)	Dp		5 44A	

Service on Trains 380 - 383 is financed primarily through funds made available by the Illinois Department of Transportation.

Services on the Illinois-Missouri-Iowa-Nebraska Routes

- **Coaches: Reservations required.**
- **Business Class Service.**
- **Sleeping Cars:** - Amtrak's Metropolitan Lounge available in Chicago for First Class Service passengers.
- **Dining Cars:** Complete meals on Trains 3, 4, 5 and 6.
- **Café Car:** Sandwiches, snacks and beverages
- Checked Baggage service available at stations indicated.
- **Smoking is prohibited entirely on these trains.**

Bicycles: A limited number of spaces are available to transport unboxed bicycles to/from all stations except for Trains 3, 4, 5, 6, 21 and 22. Passenger assists in loading, securing and unloading the bicycle

- Reserved long-distance train

Thruway and connecting services

See other side for Symbols and Reference Marks.

Thruway Motorcoach Connections

Chicago • Rockford • Madison *(Van Galder Bus Lines)*

8962	8964	Mile		Thruway Number	Symbol		8961	8965
7 00A	10 00A	0	Dp	Madison, WI (CT) –Memorial Union-Univ. of Wisconsin	●	Ar	1 50P	8 35P
7 15A	10 15A	6	Ar	- Dutchmill Park & Ride		Ar	1 35P	8 20P
8 00A	11 00A	35		Janesville, WI			12 55P	7 35P
8 25A	11 25A	40		South Beloit, IL			12 30P	7 10P
8 50A	11 50A	85		Rockford, IL			12 10P	6 50P
11 15A	2 15P	140	Ar	Chicago, IL Union Sta. (CT)		Dp	10 30A	4 45P

Davenport • Galesburg • Peoria • Bloomington • Champaign • Indianapolis *(Burlington Trailways)*

8890	8892	Thruway Number					8893	8895
Daily	Daily	Mile		Days of Operation	Symbol		Daily	Daily
	4 15P	0	Dp	Davenport, IA (CT)		Ar		8 10P
	4 35P	9		Moline, IL		Ar		7 50P
1 10P	5 25P	45		Galesburg, IL–Amtrak	●	Ar	12 55P	7 00P
2 10P	6 30P	94		Peoria Airport, IL			11 55A	6 10P
3 00P	7 25P	133		Bloomington Normal, IL	●			5 00P
4 20P	8 55P	187		Champaign-Urbana, IL	●		9 55A	3 45P
4 55P	9 40P	221		Danville, IL (CT)			9 00A	2 50P
	11 10P	265		Crawfordsville, IN (ET)				1 10P
7 20P	12 05A	314	Ar	Indianapolis, IN (ET)	●	Dp	8 35A	9 15P

The Thruway Services above connect with Amtrak trains:
at Galesburg—with Trains 5 and 6
—with Trains 3 and 4
at Bloomington-Normal—with Trains 300-307, 21 and 22
at Champaign-Urbana—with Trains 58, 59, 390 393
at Indianapolis—with Trains 50 and 51

Amtrak and buses use same stations.

Kansas City • Tulsa • Oklahoma City *(Jefferson Lines)*

3/313	◄ Connecting Train Numbers ►					4/314
8309	Thruway Number					8304
Daily	Mile		Days of Operation	Symbol		Daily
12 10A	0	Dp	Kansas City, MO–Amtrak Sta. (CT)	●	Ar	5 30A
4 45A	256	Ar	Tulsa, OK		Dp	1 05A
5 00A	256	Dp	Tulsa, OK		Ar	12 45A
6 00A		Ar	Oklahoma City, OK		Dp	
*8 00A		Dp	Oklahoma City, OK		Ar	
*8 10A		Ar	Oklahoma City, OK Amtrak Sta (CT)		Dp	11 00P

*Note: Because the train station is not open when the bus arrives in Oklahoma City, passengers traveling from Tulsa to Oklahoma City will be taken to the Bus terminal in Oklahoma City to wait comfortably until 8:00 a.m. when they will then be taken over to the Amtrak station.

Kansas City • St. Louis • Carbondale

	Connecting Amtrak Train Kansas City St. Louis					
316	Mile			Symbol		311
4 30P	0	Dp	Kansas City, MO (CT)	●	Ar	11 55A
7 33P	100		Jefferson City, MO			8 21A
10 25P	202	Ar	St. Louis, MO (CT)	●	Dp	6 00A
	Vandalia Bus Co. Thruway St. Louis–Carbondale					
8359	Mile		Thruway Number	Symbol		8358
11 00P	0	Dp	St. Louis, MO Amtrak Sta. (CT)	●	Ar	6 00A
1 00A	84	Ar	Carbondale, IL Amtrak Sta. (CT)		Dp	4 00A

ILLINOIS AND MISSOURI ROUTES

Chicago • Springfield • St. Louis • Jefferson City • Kansas City

Service/Train Name ▶				Kansas City Mule	Lincoln Service	Lincoln Service	Ann Rutledge	Texas Eagle	Lincoln Service	Lincoln Service
Train Number ▶				311	301	303	313	21	305	307
Days of Operation ▶				Daily	Daily	Daily	Daily	Daily	Daily	Daily
On Board Service ▶										
	Mile	Symbol								
Chicago, IL (CT)	0	●	Ar		7 00A	9 25A		2 00P	5 15P	7 00P
Rockford, Madison—see back										
Summit, IL	12					9 48A			5 37P	7 22P
Joliet, IL	37				7 57A	10 15A		R 2 55P	6 05P	7 50P
Dwight, IL	74					10 49A			6 39P	8 24P
Pontiac, IL	92					11 06A		3 42P	6 56P	8 41P
Bloomington-Normal, IL	124	●			9 14A	11 39A		4 19P	7 29P	9 14P
Davenport, Indianapolis—see back										
Lincoln, IL	156					12 10P		4 52P	8 02P	9 47P
Springfield, IL	185	●			10 15A	12 50P		5 29P	8 39P	10 24P
Carlinville, IL	224					1 28P		6 04P	9 19P	11 04P
Alton, IL	257				11 22A	1 59P		6 37P	9 50P	11 35P
St. Louis, MO	284	●	Dp Ar	6 00A	12 20P	3 00P		7 35P	10 45P	12 30A
Kirkwood, MO	297			6 29A			4 30P			
Washington, MO	335			7 06A			5 36P			
Hermann, MO	365			7 34A			6 04P			
Jefferson City, MO	403			8 21A			6 52P			
Sedalia, MO	473			9 31A			8 09P			
Warrensburg, MO	502			10 06A			8 39P			
Lees Summit, MO	544			10 49A			9 20P			
Independence, MO	557			11 05A			9 36P			
Kansas City, MO (CT)	567	●	Dp	11 55A			10 26P			
Inks, Oklahoma City—see back										

Service on Trains 301, 306 and 307 is financed primarily through funds made available by the Illinois Department of Transportation; service on Trains 311 and 313 is financed primarily through funds made available by the Missouri Department of Transportation.

Kansas City • Jefferson City • St. Louis • Springfield • Chicago

Service/Train Name ▶				Lincoln Service	Lincoln Service	Texas Eagle	Ann Rutledge	Lincoln Service	Lincoln Service	St. Louis Mule
Train Number ▶				300	302	22	314	304	306	316
Days of Operation ▶				Daily	Daily	Daily	Daily	Daily	Daily	Daily
On Board Service ▶										
	Mile	Symbol								
Kansas City, MO (CT)	0	●	Dp				12 30P			4 30P
Inks, Oklahoma City—see back										
Independence, MO	10						12 49P			4 49P
Lees Summit, MO	23						1 00P			5 00P
Warrensburg, MO	65						1 49P			5 49P
Sedalia, MO	94						2 19P			6 19P
Jefferson City, MO	158						3 33P			7 33P
Hermann, MO	202						4 18P			8 18P
Washington, MO	232						4 46P			8 46P
Kirkwood, MO	270						5 20P			9 20P
St. Louis, MO	283	●	Ar Dp	4 35A	6 35A	6 30A	5 25P	3 00P	5 00P	10 25P
Alton, IL	310			5 21A	7 21A	9 18A		3 46P	5 46P	
Carlinville, IL	343			5 51A	7 51A	9 50A		4 15P	6 15P	
Springfield, IL	382	●		6 33A	8 33A	10 30A		4 57P	7 03P	
Lincoln, IL	411			7 01A	9 01A	11 00A		5 25P	7 31P	
Bloomington-Normal, IL	443	●		7 31A	9 41A	11 43A		5 56P	8 00P	
Davenport, Indianapolis—see back										
Pontiac, IL	475			7 59A	10 09A	12 14P		6 23P	8 34P	
Dwight, IL	493			8 17A	10 27A			6 41P	8 52P	
Joliet, IL	530			8 59A	11 14A	1 11P		7 26P	9 32P	
Summit, IL	555			9 24A	11 39A			7 51P	9 57P	
Chicago, IL (CT)	567	●	Ar	10 00A	12 15P	2 14P		8 40P	10 40P	
Rockford, Madison—see back										

Service on Trains 300, 302 and 306 is financed primarily through funds made available by the Illinois Department of Transportation; service on Trains 314 and 316 is financed primarily through funds made available by the Missouri Department of Transportation.

Services on Illinois and Missouri Route Trains

- **Coaches:** Reservations required
- **Business Class Service.**
- **Sleeping Cars:**
  - Amtrak's Metropolitan Lounge available in Chicago for Sleeping Car Service passengers.
- **Dining Cars:** Complete meals on Trains 21 and 22.
- **Café Car:** Sandwiches, snacks and beverages.
- Checked Baggage service available at stations indicated.
- **Smoking is prohibited entirely on these trains.**

Bicycles: A limited number of spaces are available to transport unboxed bicycles to/from all stations except for Trains 21 and 22. Passenger assists in loading, securing and unloading the bicycle.

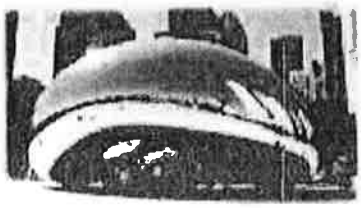
Trails and Rails Program: In a cooperative effort with the National Park Service, an interpretive guide provides narrative along the route. Presented daily Memorial Day through Labor Day and weekends only thereafter. Visit www.nps.gov/trails&rails for details. Program schedules are subject to change

Symbols and Reference Marks

A Time Symbol for A.M.
D Stops only to discharge passengers.
CT Central Time
EST Eastern Standard Time
L Stops to receive and discharge passengers;
P Time Symbol for P.M.
R Stops only to receive passengers.
Checked Baggage Service.
Shading Connecting Thruway motorcoach.
● Ticket office open for all train departures.
◗ Ticket office/checked baggage not open for all departures.
Tickets can not be purchased at this location.
All station facilities are fully accessible to persons using wheelchairs.
Barrier-free access between street or parking lot, station platform and train; however, not all facilities within the station are fully accessible
QuikTrak Ticket Express machine available for credit/debit card sales.
Passengers not carried locally between this station and Chicago except when connecting at Chicago to/from other Amtrak trains.
Through train to/from Denver-San Francisco/ Emeryville.
Through train to/from Albuquerque-Los Angeles via Fort Madison.
● Reserved long-distance trail

Thruway and connecting services.
● Connecting train

Temporary Service Adjustment Schedules on Missouri routes have been adjusted to avoid service disruptions due to track work; schedules may be further adjusted throughout the summer as work progresses.



Explore Chicago.

World-class shopping, dining, museums, architecture and more.

Chicago is the connecting point for east west trips. So before continuing on your next train, take advantage of everything this great city has to offer. Visit Millennium Park, Chicago's unprecedented combination of architecture, monumental sculpture and landscape design. See the Jay Pritzker Pavilion, the interactive Crown Fountain and the Cloud Gate Sculpture. Ask an Amtrak representative at Chicago Union Station to point you in the right direction.

CenterPoint Intermodal Center East Traffic Impact Study

Illinois Route 53 and Walter Strawn Drive

VILLAGE OF ELWOOD
WILL COUNTY, ILLINOIS

FEBRUARY 2007
REVISED: AUGUST 2007

Prepared For:

CenterPoint Properties

1808 Swift Drive
Oak Brook IL 60523

Prepared By:

Tran

1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173

TABLE OF CONTENTS

1. INTRODUCTION 1

2. EXISTING CONDITIONS 1

3. LAND USE 1

4. PROPOSED DEVELOPMENT 2

5. TRAFFIC STUDIES 2
   - 5.1 Existing Traffic
   - 5.2 Trip Generation
   - 5.3 Trip Mode Distribution
   - 5.4 Directional Distribution
   - 5.5 Future Traffic

6. ANALYSIS OF TRAFFIC IMPACTS 4

7. CONCLUSIONS AND RECOMMENDATIONS 5

EXHIBITS

1. Project Location Map
2. Joliet Arsenal Site Map
3. Project Aerial Map
4. Existing Design Hourly Volumes
5. Development Design Hourly Volumes
6. Projected 2030 Design Hourly Volumes
7. Projected 2030 Design Hourly Volumes with Development
8. Proposed Improvements

APPENDIX

A. CMAP Letter
B. Capacity Analysis

1. INTRODUCTION

TranSystems was retained by CenterPoint Properties to conduct a traffic impact study for the proposed CenterPoint Intermodal Center East (CIC East) development. The proposed development is located east of the intersection of Illinois Route 53 with Walter Strawn Drive within the Village of Elwood in Will County, Illinois. The development will include primarily warehousing facilities and some light industrial facilities. The location map is included as Exhibit 1.

The proposed CIC East development is an addition to the overall BNSF Logistics Park Chicago (LPC) and the Center Point Intermodal Center (CIC) development west of IL Route 53. The LPC and CIC development west of IL Route 53 encompasses a 620 acre intermodal and automobile loading/unloading rail facility, a light industrial and warehousing park,and a water and waste water treatment plant. The overall LPC and CIC development is shown is Exhibit 2.

This report analyzes the traffic impacts of the proposed CIC East development at the intersection of Illinois Route 53 with Walter Strawn Drive and identifies roadway improvements needed at the intersection. The proposed development will require the addition of an east approach to the existing signalized intersection of Illinois Route 53 and Walter Strawn Drive.

2. LAND USE

The existing project site is currently being used for agricultural purposes. The existing LPC and CIC development is to the west of the intersection. There are several open parcels of land in the vicinity of the project. Residential development is north of the intersection in the Village of Elwood. The Lincoln National Veterans Cemetery is located in the southwest quadrant of the intersection of IL Route 53 and Hoff Road intersection just south of the project.

3. EXISTING CONDITIONS

Illinois Route 53 is a north-south arterial under the maintenance and jurisdiction of IDOT and is classified as a Strategic Regional Arterial (SRA). It has two through lanes in each direction, shoulders, open-ditch drainage, and a depressed grass median. Walter Strawn Drive is an east-west collector owned and maintained by the Village of Elwood. It has one through lane in each direction with a striped median. It has curb and gutter and an enclosed drainage system. Interstate 55 is located 4.25 miles west of the CIC East development and has an interchange at Arsenal Road.

The existing intersection of IL Route 53 and Strawn Drive is a signalized T-intersection There are two through lanes in the northbound and southbound direction and one through lane in the eastbound direction. There is an exclusive left turn lane in the northbound and eastbound direction and an exclusive right turn lane in the southbound direction. The signal is fully actuated. There is no pedestrian usage at the intersection; therefore there is no pedestrian signal equipment. There

are no bus routes within the study area. The Union Pacific (UP) Railroad runs parallel to and is just west of IL Route 53. The railroad has an at-grade crossing with Strawn Drive 170 feet west of the IL Route 53 intersection (See Exhibit 3 – Project Aerial Map). The traffic signal is interconnected with the railroad and has a railroad preemption phase.

The UP Railroad is used by Amtrak passenger trains and freight trains. Within a day, 10 Amtrak trains pass through the railroad crossing. All Amtrak train crossing occur during non-peak hours for the streets. The UP Railroad operates a very low volume of freight trains with an average of four trains per day.

4. PROPOSED DEVELOPMENT

A combined total of 3,855,000 square feet of warehousing and light industrial development is planned. Warehousing will comprise the majority of the development for 3,662,250 square feet (95 percent). The rest of the development will be used for light industrial purposes (192,750 square feet).

5. TRAFFIC STUDIES

This section discusses the existing traffic conditions, the trip generation process, and the development of the projected 2030 traffic volumes.

5.1 EXISTING TRAFFIC

Manual traffic counts were conducted at the intersection of Illinois Route 53 and Walter Strawn Drive in September 2006. Traffic counts were conducted between 6:00 and 8:00 A.M. and 4:00 and 6:00 P.M. From these counts the peak hours were identified as 6:15 to 7:15 A.M. and 4:00 to 5:00 P.M. The existing traffic is shown in Exhibit 4.

Additional 24-hour classification tube counts were conducted at four locations: two on Strawn Drive, one on Mississippi Avenue, and one on Baseline Road. In particular, the counts on Strawn Drive immediately west of IL Route 53 and Strawn Drive were used to evaluate hourly traffic flow patterns for passenger cars and trucks for the entire LPC and CIC development. It was observed that the morning peak hour occurred from 6:00 A.M. to 7:00 A.M. The traffic then grew through the day with the highest hourly volume occurring from 2:00 P.M. to 3:00 P.M. The morning peak hour for the site coincided with the peak hour for the adjacent street while the evening peak did not coincide.

5.2 TRIP GENERATION

Trip generation involved quantifying trips that will be generated by the proposed development. This is discussed below:

For the east approach, one through lane is recommended with an exclusive left turn lane and right turn lane. In order to accommodate the development traffic, an exclusive southbound left turn lane and an exclusive northbound right turn lane are recommended along IL Route 53. The existing cross section on the west approach of Strawn Drive will be maintained. The improvements have been shown conceptually on Exhibit 8.

Capacity analyses were completed for the recommended intersection geometry with the 2030 total AM and PM peak hour traffic volumes shown in Exhibit 7. The analysis was conducted using the Highway Capacity Software (HCS). The capacity of the intersection is measured in control delay and graded on a letter scale of A to F, called the Level-of-Service (LOS). LOS A represents free flow conditions and LOS F represents saturated conditions.

During both peak periods, the intersection and all individual approaches operate at a LOS D or better with the additional traffic generated from the proposed development. A summary of the analysis is presented in Table 3.

Table 3 – Capacity Analysis Summary
Delay (seconds)/ LOS

Peak Period	EB	WB	NB	SB	Overall
A.M.	33.3 / C	33.8 / C	29.4 / C	20.7 / C	27.5 / C
P.M.	49.3 / D	41.6 / D	29.7 / C	32.7 / C	36.0 / D

The capacity analysis in included in Appendix B.

7. CONCLUSIONS AND RECOMMENDATIONS

Based on the review of the traffic data and the capacity analyses, it can be concluded that with the recommended improvements, the intersection of IL Route 53 and Strawn Drive will operate at an acceptable LOS. These recommended improvements include construction of a new east approach with separate left turn, through, and right turn lanes, in addition to construction of a northbound right turn lane and a southbound left turn lane. The existing traffic signal will be modified to accommodate the intersection improvements.

EXHIBITS

5.4 DIRECTIONAL DISTRIBUTION

The directional distribution involved assigning the generated trips to various directions of origins and destinations. The assignments were based on the regional street network and location of other land uses supported by this type of development. It is anticipated that 70 percent of the traffic would travel between this development and the existing LPC and CIC development to the west and also would travel through the existing LPC and CIC development to reach Arsenal Road and then Interstate 55. A large number of trucks will employ this route as the section of Manhattan Road between Brandon Road and Illinois Route 53 has weight restrictions. Traffic to and from north of the development is anticipated to be 25 percent. Traffic arriving from or departing by the north leg of the intersection is likely heading to Interstate 80. The remaining 5 percent of the trips are anticipated to arrive from or depart to the south of the development. There is not much developed to the south of the project, and there are no major routes easily accessible to the south. Thus, the development is not anticipated to produce many trips to the south. The directional distribution is shown in Exhibit 5 – Development Design Hourly Volumes.

5.5 FUTURE TRAFFIC

The projected year 2030 design hourly volumes included the following traffic:

1. Full Build out of CIC East
2. Full Build out of LPC and CIC west of IL Route 53
3. 2030 projected traffic volumes on IL Route 53

Future traffic for the design year 2030 was developed for the AM and PM peak periods. The traffic volumes for the CIC East development have been developed in this study.

Under existing conditions, the LPC and CIC development is 75 percent complete. On the west approach of Strawn Drive, the September 2006 traffic counts represented 75 percent of the full build out condition. For 2030, the traffic volumes on the west approach were increased by 25 percent.

For IL Route 53, 2030 traffic volumes were based on projections provided by CMAP. The CMAP letter is included in Appendix A The final projected 2030 traffic volumes are shown in Exhibit 7.

6. ANALYSIS OF TRAFFIC IMPACTS

Intersection improvements are necessary to accommodate the additional traffic generated by the proposed CIC East development. The key improvements include addition of the east approach, channelization improvements to accommodate the additional traffic movements, and signal improvements.

Warehousing

The warehousing portion of the development is anticipated to occupy 95 percent of the proposed development (3,662,250 sq. ft.). The trip generation was based on rates provided in the ITE Trip Generation Manual. For the study, 30% of the ITE trips were used due to a very conservative trip rate provided by ITE. This rate was recommended by IDOT based on surveys provided for projects with similar land use in the Chicago area. The trips are shown in Table 1.

Light Industrial

Light Industrial use is anticipated to occupy the remaining 5 percent of the development (192,750 sq. ft.). Trips were calculated using the ITE Trip Generation Manual (7th Edition). The trips are shown in Table 1.

Table 1 – Trip Generation

Land Use	Source	Variable	ADT	AM			PM		
				Total	Ent	Exit	Total	Ent	Exit
Warehousing	ITE (30%)	GFA*	4148	321	263	58	337	84	252
Light Industrial	ITE	GFA*	1338	140	124	17	115	14	102

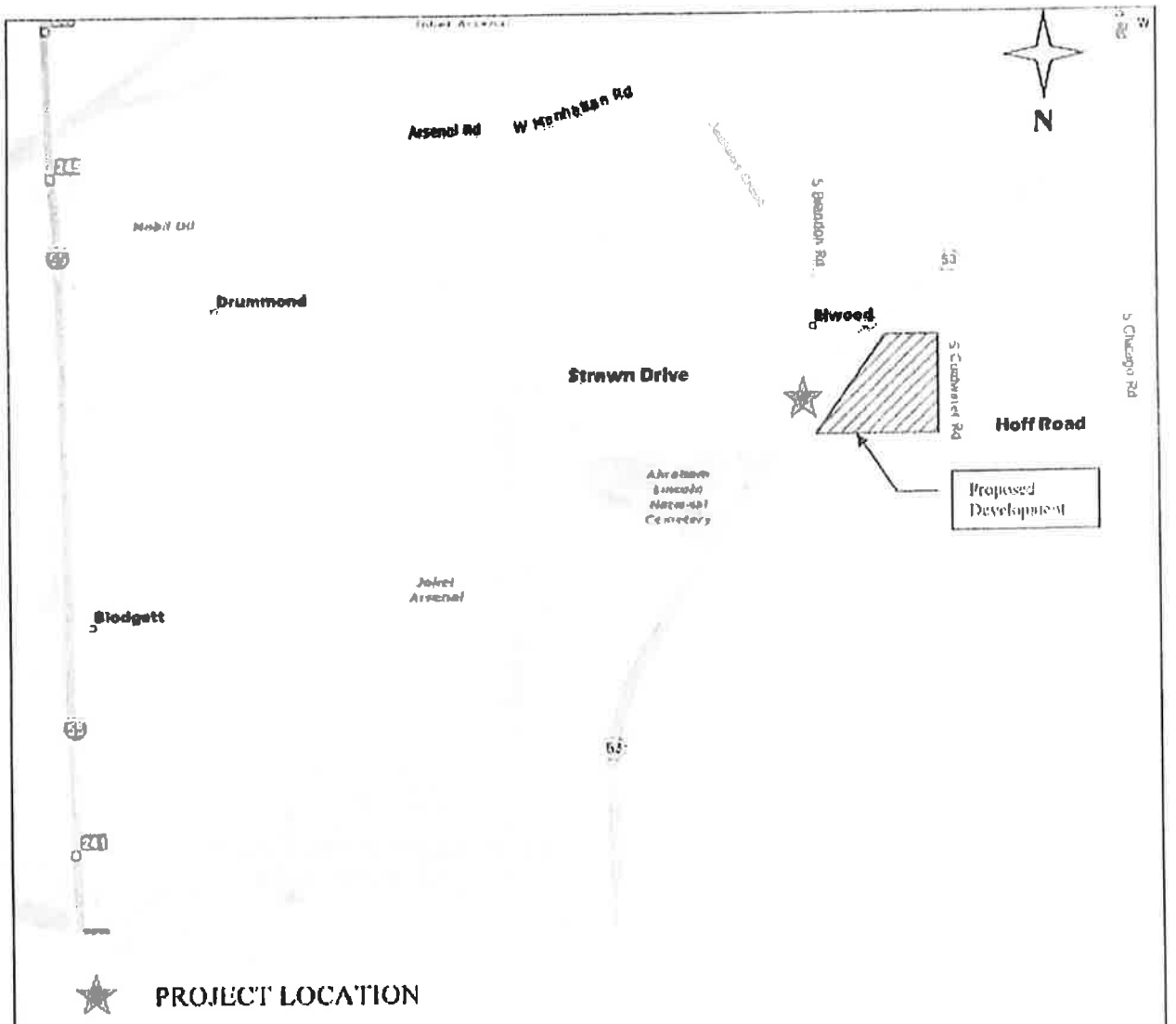
*GFA – Gross Floor Area

5.3 TRIP MODE DISTRIBUTION

The trip mode distribution process involved distributing the generated trips to various modes of transportation such as passenger cars, trucks, public transportation, pedestrians, and bicycles. For the proposed development, traffic would consist of trucks and passenger cars. There is no pedestrian or bicyclist activity anticipated at the intersection. The location is not served by any public transportation facility. The distribution between cars and trucks for the peak hours were based on the distribution observed from the 24-hour tube counts. The details are shown in Table 2.

Table 2 – Trip Mode Distribution

Development	Mode	A.M.		P.M.	
		Entering	Exiting	Entering	Exiting
Warehousing	Total	263	58	84	252
	P Cars	198 (75%)	46 (80%)	25 (30%)	141 (56%)
	Trucks	66 (25%)	12 (20%)	59 (70%)	111 (44%)
Industrial	Total	124	17	14	102
	P Cars	112 (90%)	15 (90%)	12 (90%)	92 (90%)
	Trucks	12 (10%)	2 (10%)	2 (10%)	10 (10%)



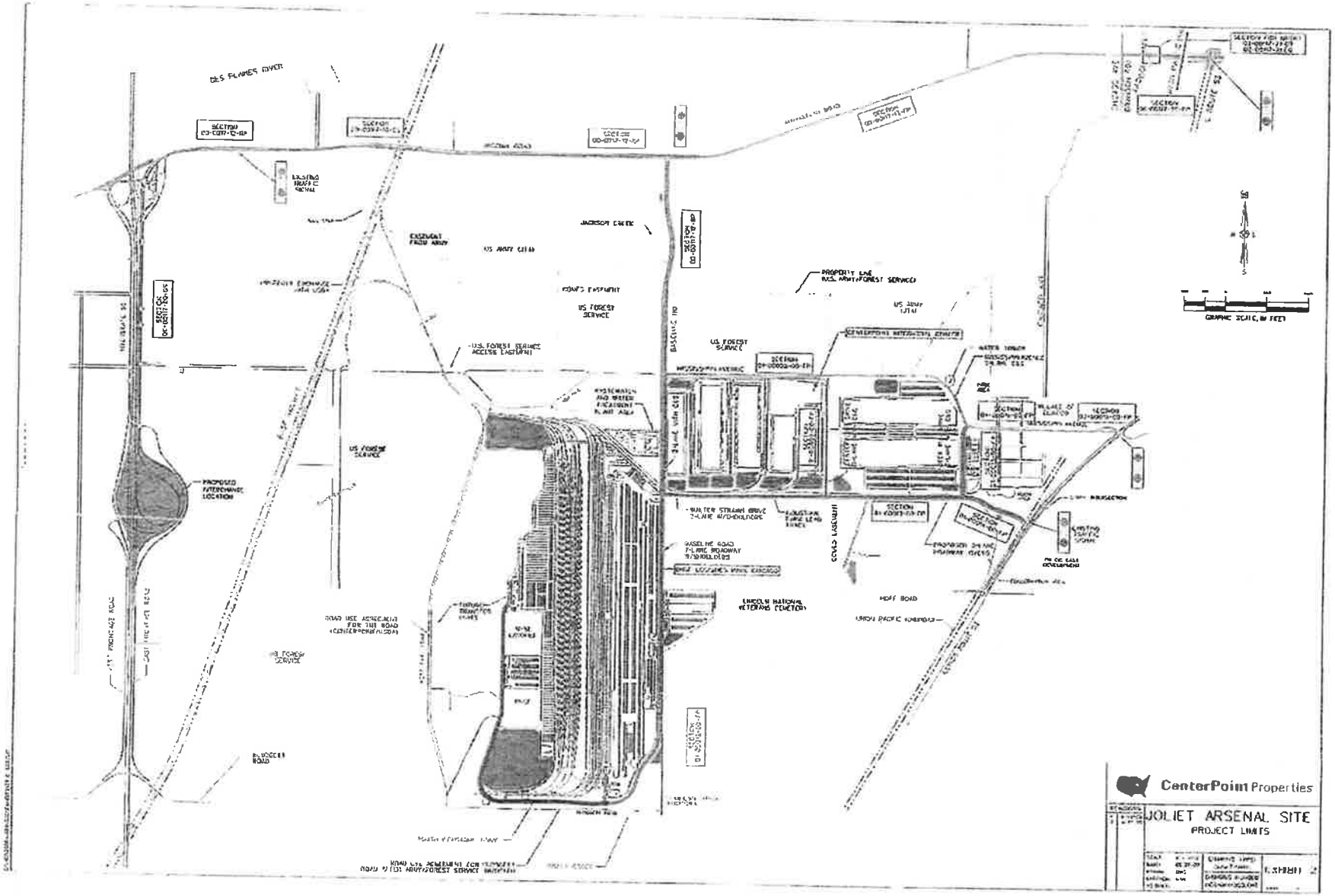
CENTERPOINT INTERMODAL CENTER EAST

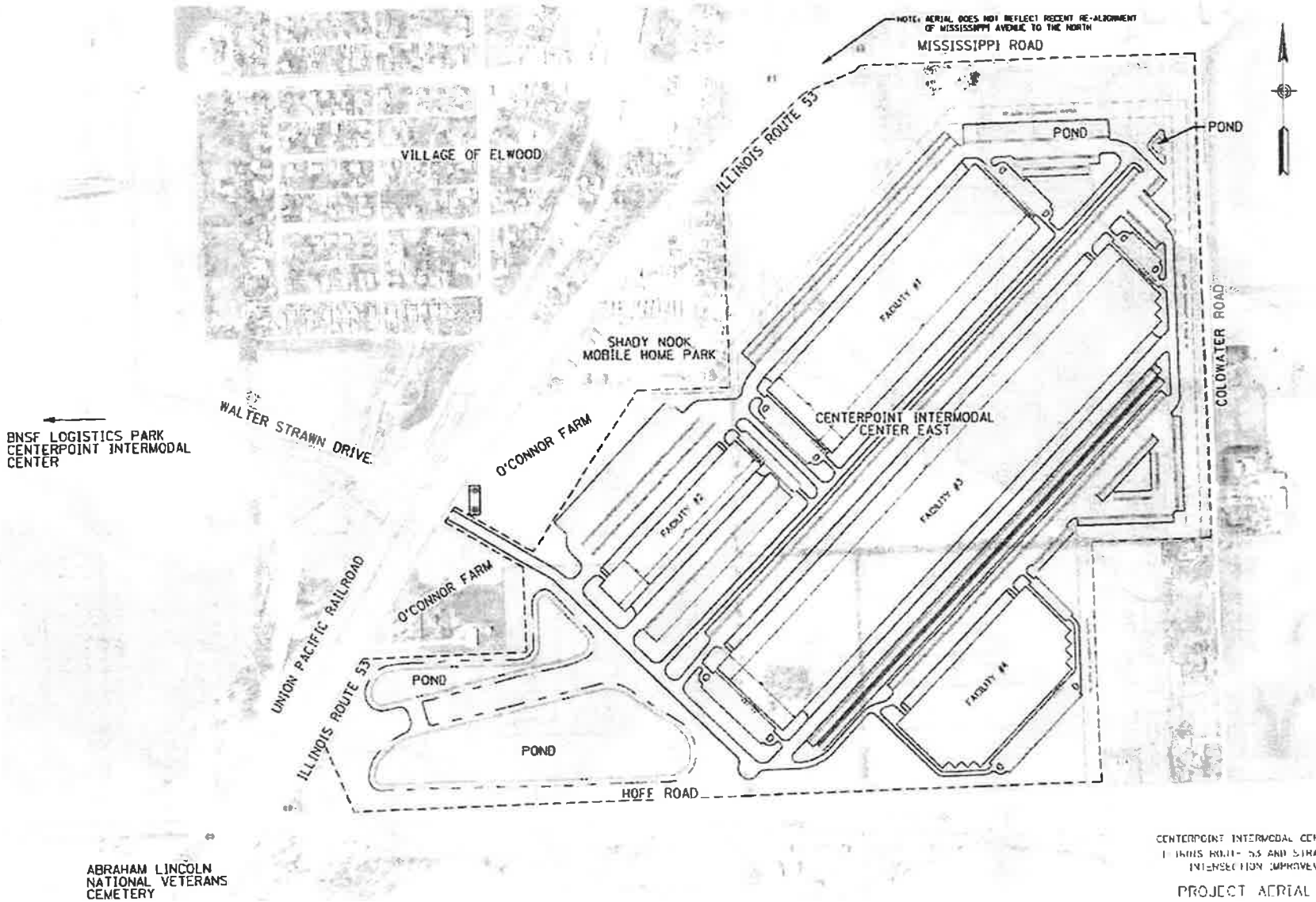
ILLINOIS ROUTE 53 AT STRAWN DRIVE INTERSECTION IMPROVEMENTS

PROJECT LOCATION MAP

NOT TO SCALE DATE: 8/7/2007

EXHIBIT 1


DES PLAINES RIVER
US ARMY CITY
US FOREST SERVICE
PROPERTY LINE
US ARMY/FOREST SERVICE
PROPOSED INTERCHANGE LOCATION
LINCOLN NATIONAL VETERANS CEMETERY
UNION PACIFIC RAILROAD
GRAPHIC SCALE, IN FEET
CenterPoint Properties
JOLIET ARSENAL SITE
PROJECT LIMITS



CENTERPOINT INTERMODAL CENTER EAST
ILLINOIS ROUTE 53 AND STRAWN DRIVE
INTERSECTION IMPROVEMENTS

PROJECT AERIAL MAP

NO. TO SCALE

DATE: 08-02-07

EXHIBIT 3

TranSystems

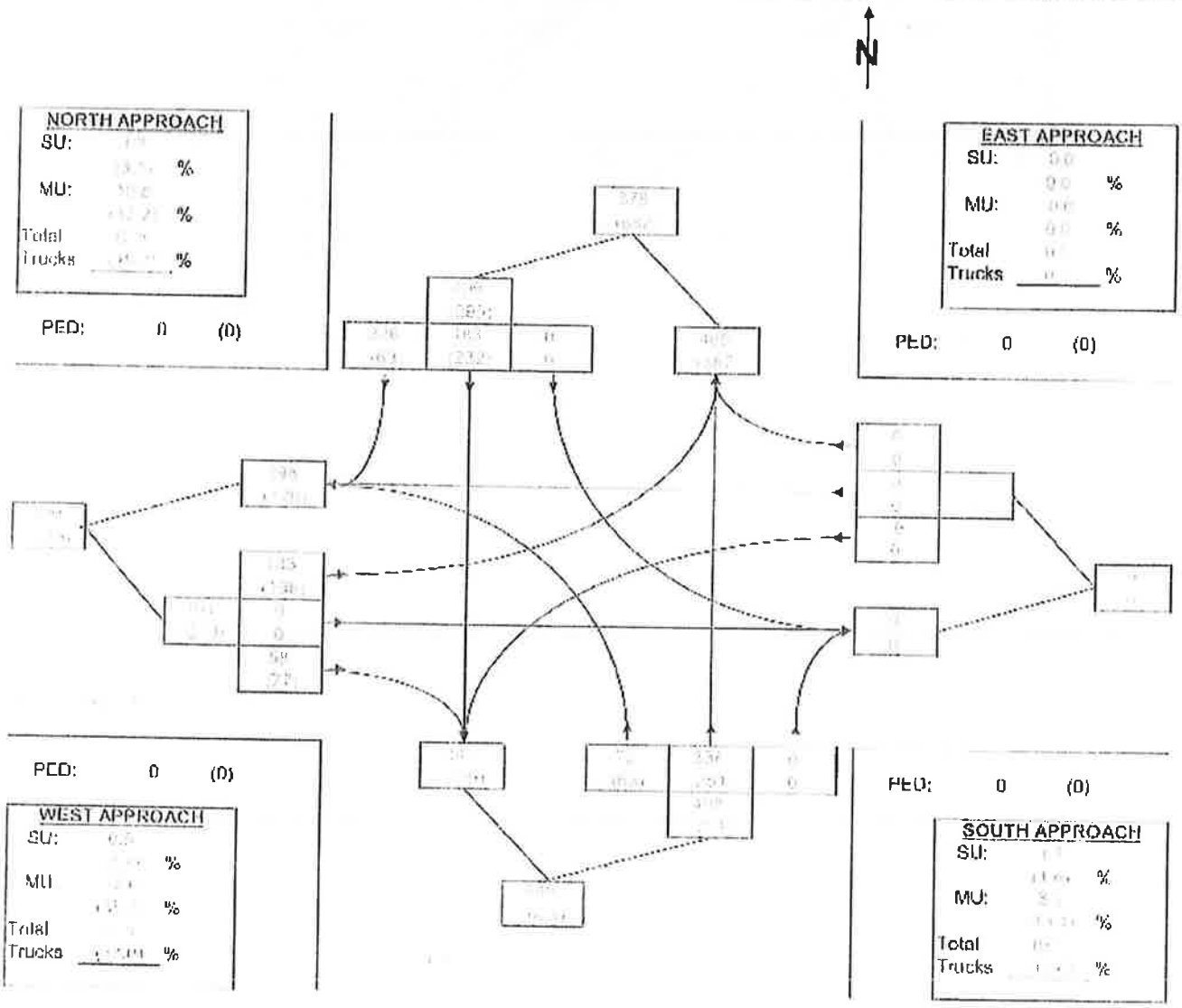
2051 PERIMETER DRIVE SUITE 102
SPRINGFIELD, ILLINOIS 62712
(847) 956-6900

FILE: 01CHOR 0137Final Drawing E 101.dwg
DATE: 8/7/2007 - 12:24 PM
USER: BURERS

8/3/2007

EXISTING DESIGN HOURLY VOLUMES

N/S:	[illegible]			E/W:	Walter Strawn Drive		
DATE:	9/28/2006	DAY:	THURSDAY	TIME:	6:15 AM	TO:	7:15 AM
DATE:	9/26/2006	DAY:	TUESDAY	TIME:	4:00 PM	TO:	5:00 PM



LEGEND

XX - AM Peak Hour Traffic

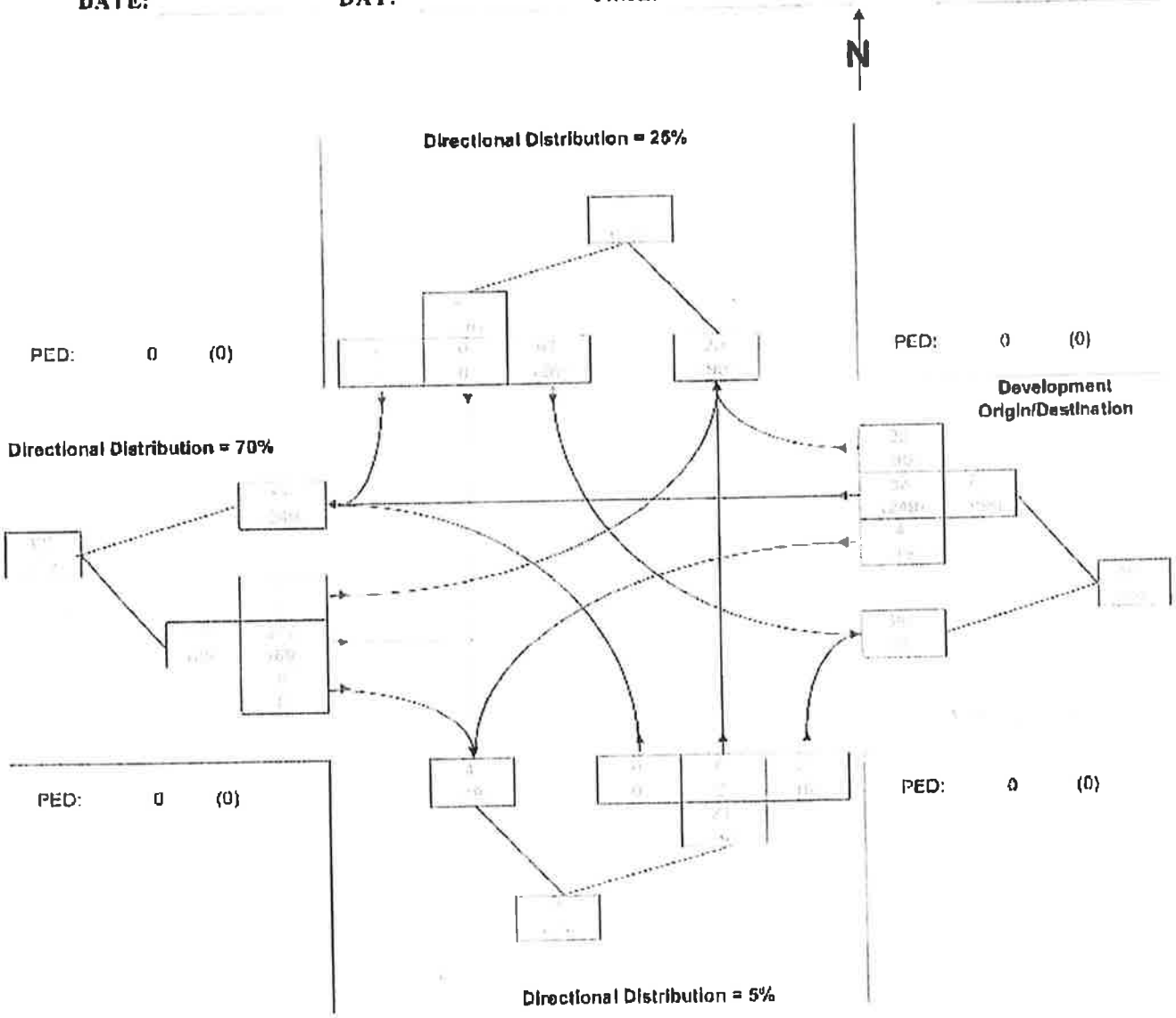
(XX) PM Peak Hour Traffic

G:\[illegible]

EXHIBIT 4

DEVELOPMENT DESIGN HOURLY VOLUMES

N/S:	IL 53	E/W:	Walter Strawn Drive		
DATE:		DAY:		TIME: 6:15 AM	TO: 7:15 AM
DATE:		DAY:		TIME: 4:00 PM	TO: 5:00 PM



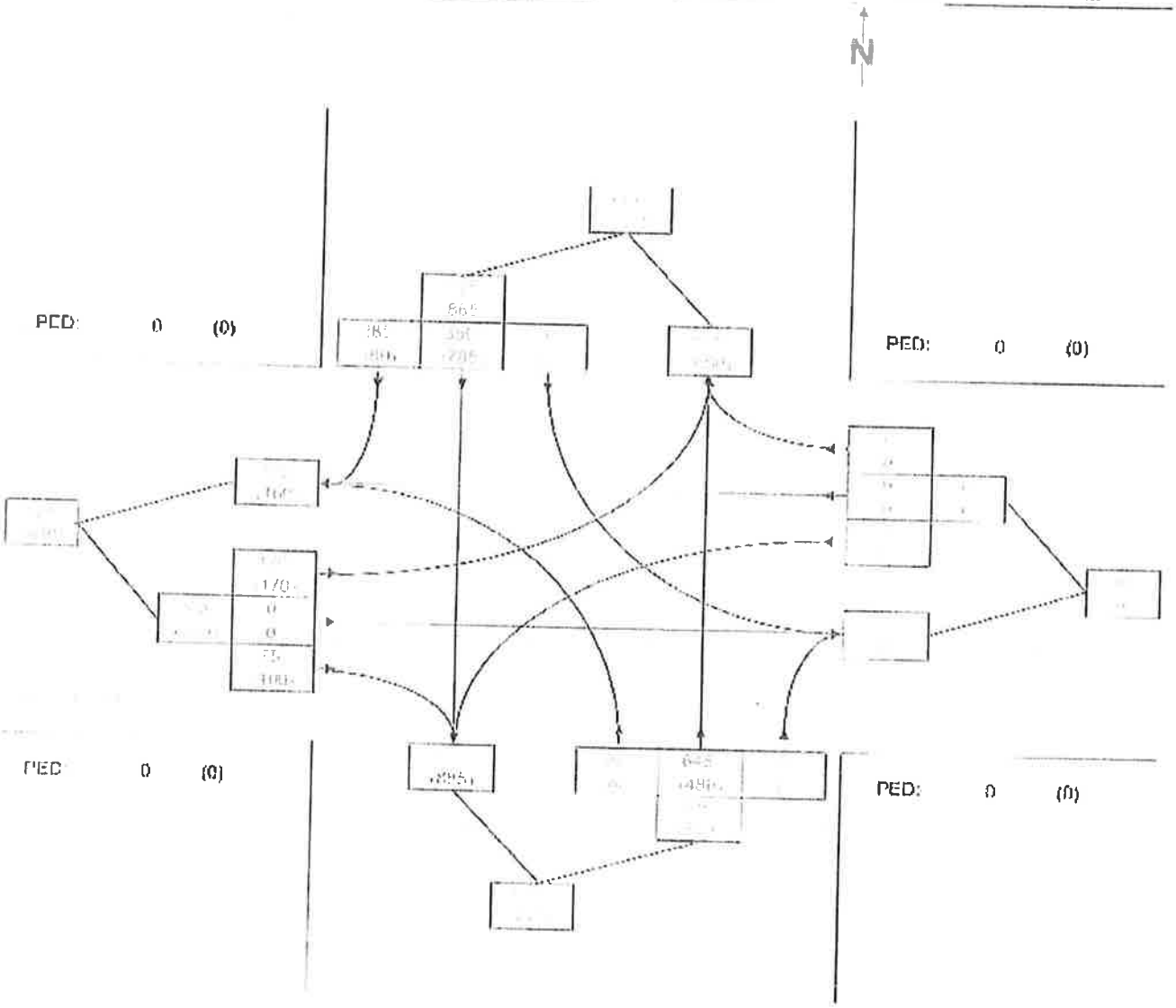
LEGEND
XX AM Peak Hour Traffic
(XX) - PM Peak Hour Traffic

EXHIBIT 5

8/4/2007

PROJECTED 2030 DESIGN HOURLY VOLUMES

N/S:		IL 53	E/W:	Walter Strawn Drive			
DATE:	2030	DAY:		TIME:	6:15 AM	TO:	7:15 AM
DATE:	2030	DAY:		TIME:	4:00 PM	TO:	5:00 PM



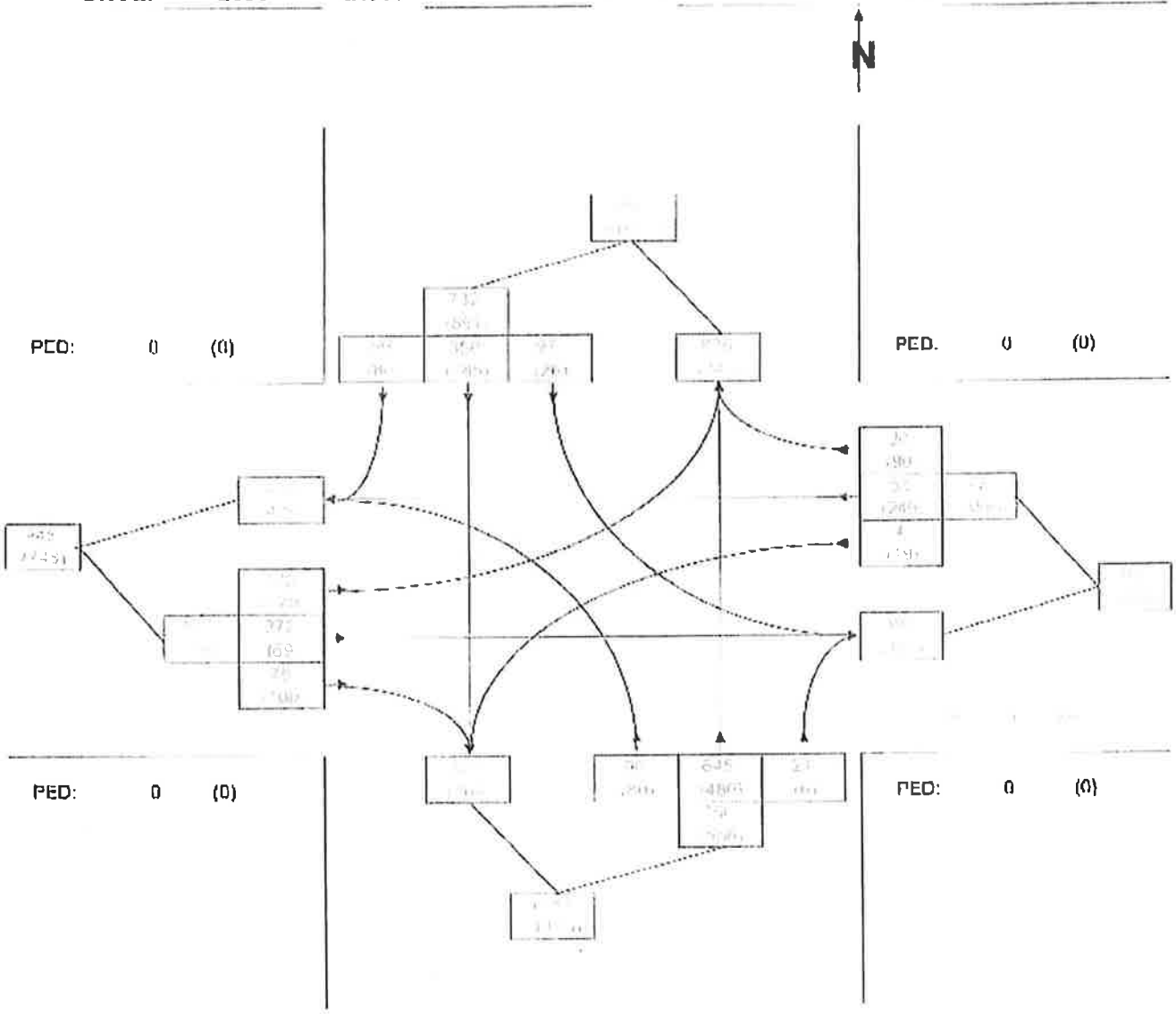
LEGEND
XX - AM Peak Hour Traffic
(XX) - PM Peak Hour Traffic

EXHIBIT 6

8/4/2007

PROJECTED 2030 DESIGN HOURLY VOLUMES WITH DEVELOPMENT

N/S:		IL 53		**E/W:**	Walter Strawn Drive		
DATE:	**2030**	**DAY:**		**TIME:**	6 15 AM	**TO:**	**7:15 AM**
DATE:	**2030**	**DAY:**		**TIME:**	4 00 PM	**TO:**	**5:00 PM**

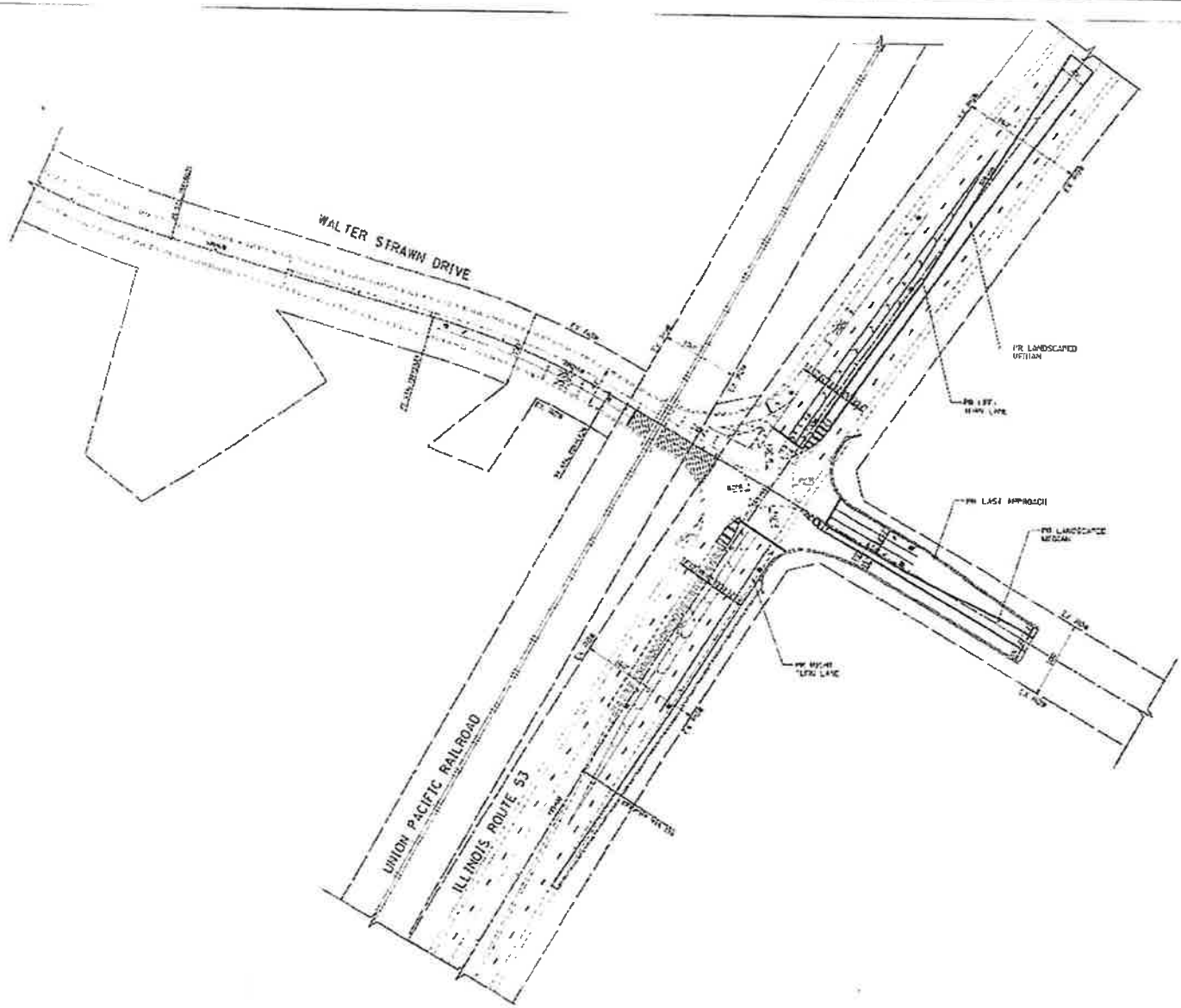


LEGEND

XX AM Peak hour traffic

(XX) - PM Peak hour traffic

EXHIBIT 7



CENTERPOINT INTERMODAL CENTER EAST
ILLINOIS ROUTE 53 AND STRAWN DRIVE
INTERSECTION IMPROVEMENTS

PROPOSED IMPROVEMENTS

NOT TO SCALE

DATE: 08 07 07

EXHIBIT 8

TranSystems
5201 PROMUNTORY DRIVE, SUITE 1001
SHAUMBURG, ILLINOIS 60173
(847) 925-0900

APPENDIX A
Traffic Counts

CenterPoint Properties

Joliet Arsenal Site

LOCATION 1-Waller Strawn Drive, west of IL Route 53

Southeastbound

Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals	
0:00		12		1		11	24	
1:00		1		2		15	18	
2:00		10		3		7	20	
3:00		6		1		10	17	
4:00		18		1		15	34	
5:00		49		1		13	63	%ofADT
6:00	80%	116	2%	3	18%	26	145	6.6%
7:00		22		1		38	61	
8:00		16		3		50	69	
9:00		27		4		52	83	
10:00		31		10		75	116	
11:00		39		4		67	110	
12:00		51		3		78	132	
13:00		33		34		69	136	
14:00		105		53		76	234	
15:00		84		36		92	212	%ofADT
16:00	58%	79	8%	11	36%	51	141	6.4%
17:00		140		6		55	201	
18:00		69		5		31	105	
19:00		20		8		35	63	
20:00		7		6		39	52	
21:00		16		4		25	45	
22:00		64		5		14	83	
23:00		17		2		22	36	
Totals		1025		211		966	2203	
%Cars		46.6%	% Trucks			53.4%		

Northwestbound

Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals	
0:00		4		0		8	12	
1:00		6		0		8	14	
2:00		4		2		4	10	
3:00		6		1		11	18	
4:00		25		2		6	33	
5:00		153		8		12	173	%ofADT
6:00	75%	147	11%	21	14%	28	196	9.2%
7:00		86		13		34	133	
8:00		34		12		54	100	
9:00		57		26		53	136	
10:00		26		13		63	102	
11:00		37		12		85	134	
12:00		37		11		96	144	
13:00		73		15		83	171	
14:00		43		15		68	126	
15:00		20		7		68	95	%ofADT
16:00	29%	27	11%	10	60%	55	92	4.3%
17:00		89		10		41	139	
18:00		37		8		26	71	
19:00		15		9		27	51	
20:00		21		5		14	40	
21:00		55		3		13	72	
22:00		19		2		21	42	
23:00		4		2		13	19	
Totals		1025		207		891	2123	
%Cars		48.3%	% Trucks			51.7%		

Total
EB and WB
36
32
30
35
67
236
341
194
169
219
218
244
276
307
360
307
233
340
177
114
92
117
128
54
4326

CenterPoint Properties

Joliet Arsenal Site

LOCATION 2-Walter Strawn Drive, east of Baseline Road

Eastbound				
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals
0:00	5	4	15	24
1:00	7	4	18	29
2:00	5	5	17	27
3:00	3	[illegible]	14	18
4:00	9	3	13	25
5:00	14	3	20	37
6:00	48	10	20	78
7:00	24	9	35	68
8:00	15	10	48	73
9:00	25	14	48	87
10:00	20	13	47	80
11:00	17	12	59	88
12:00	22	9	81	112
13:00	64	17	75	156
14:00	106	14	63	183
15:00	68	29	75	172
16:00	44	21	47	112
17:00	40	15	49	104
18:00	21	11	37	69
19:00	13	4	37	54
20:00	6	2	35	43
21:00	19	6	29	54
22:00	59	10	11	80
23:00	5	4	25	34
Totals	659	230	918	1807

Westbound					Total
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals	EB and WB
0:00	1	2	21	24	48
1:00	5	2	12	19	48
2:00	1	1	5	7	34
3:00	1	0	1	2	20
4:00	0	0	10	10	35
5:00	2	2	17	21	58
6:00	3	6	29	38	116
7:00	5	9	50	64	132
8:00	6	18	49	73	146
9:00	15	16	70	101	188
10:00	16	19	90	125	205
11:00	20	21	124	165	253
12:00	40	28	109	177	289
13:00	90	25	82	197	353
14:00	38	19	95	152	335
15:00	25	11	61	97	269
16:00	31	8	67	106	218
17:00	12	9	35	56	160
18:00	5	7	44	56	125
19:00	16	11	29	56	110
20:00	6	13	37	53	96
21:00	55	7	20	82	136
22:00	14	6	25	45	125
23:00	4	3	19	26	60
Totals	401	240	1111	1752	3559

G:\CH06\0107\Data_In\Traffic Counts\counts summary

8/7/2007

CenterPoint Properties

Joliet Arsenal Site

LOCATION 3-Mississippi Avenue, east of Baseline Road

Eastbound				
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals
0:00	4	1	9	14
1:00	6	3	5	14
2:00	-	1	8	10
3:00	5	3	3	11
4:00	12	4	3	19
5:00	50	4	2	56
6:00	88	9	13	110
7:00	60	6	15	81
8:00	30	6	14	50
9:00	15	9	28	52
10:00	22	6	27	55
11:00	22	7	35	64
12:00	24	10	19	53
13:00	46	10	25	81
14:00	29	4	33	66
15:00	23	6	33	62
16:00	20	3	11	34
17:00	35	6	26	67
18:00	31	1	13	45
19:00	10	1	24	35
20:00	27	2	12	41
21:00	19	4	13	36
22:00	16	1	9	26
23:00	4	0	12	16
Totals	1026	211	966	2203

Westbound				
Time	Passenger Vehicle	Single Unit Truck	Multi-Unit Truck	Totals
0:00	4	3	9	16
1:00	2	6	6	14
2:00	2	2	6	10
3:00	2	0	5	7
4:00	11	3	4	18
5:00	13	7	9	29
6:00	55	20	14	89
7:00	17	6	14	37
8:00	10	12	27	49
9:00	10	12	32	54
10:00	18	17	24	59
11:00	19	16	36	71
12:00	29	12	30	71
13:00	26	18	27	71
14:00	34	13	24	71
15:00	23	11	25	59
16:00	35	10	15	60
17:00	47	12	26	85
18:00	57	12	11	80
19:00	11	5	22	38
20:00	14	5	17	36
21:00	7	1	15	23
22:00	23	9	17	49
23:00	9	3	7	19
Totals	478	215	422	1115

Total EB and WB
30
28
20
18
37
85
199
118
99
106
114
135
124
152
137
121
94
152
125
73
77
59
75
35
3318

CenterPoint Properties

Joliet Arsenal Site

LOCATION 4-Baseline Road, south of Arsenal Road

Southbound								
Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals	
0:00		7		4		15	26	
1:00		8		6		11	25	
2:00		8		10		9	28	
3:00		6		8		18	32	
4:00		31		17		20	68	
5:00		50		8		40	100	%of ADT
6:00	34%	47	21%	29	46%	64	140	5.9%
7:00		52		30		58	140	
8:00		40		32		88	160	
9:00		17		35		90	142	
10:00		21		32		107	160	
11:00		29		36		90	155	
12:00		15		30		101	146	
13:00		35		29		97	155	
14:00		27		30		106	163	
15:00		29		29		95	153	%of ADT
16:00	23%	32	22%	31	56%	79	142	6.0%
17:00		32		11		52	95	
18:00		28		13		54	95	
19:00		16		16		39	71	
20:00		12		11		35	58	
21:00		23		15		19	57	
22:00		31		7		13	57	
23:00		6		5		20	31	
Totals		602		469		1313	2384	
%Cars		25.3%		% Trucks		74.7%		

Northbound									Total
Time		Passenger Vehicle		Single Unit Truck		Multi-Unit Truck	Totals		NB and SB
0:00		16		9		20	45		71
1:00		30		16		35	81		106
2:00		11		6		26	43		71
3:00		7		8		16	31		63
4:00		19		10		30	59		127
5:00		39		17		41	97	%of ADT	197
6:00	60%	90	8%	12	32%	49	151	4.1%	291
7:00		44		14		78	136		276
8:00		48		18		94	160		320
9:00		47		30		93	170		312
10:00		62		33		94	189		349
11:00		92		32		112	236		391
12:00		109		38		117	264		410
13:00		127		40		145	312		467
14:00		156		48		125	329		492
15:00		119		52		119	290	%of ADT	443
16:00	46%	127	18%	50	36%	100	277	7.5%	419
17:00		91		30		63	184		279
18:00		73		34		76	183		278
19:00		28		28		39	95		169
20:00		31		22		53	105		166
21:00		38		14		31	83		140
22:00		57		19		25	101		138
23:00		18		8		34	60		91
Totals		1479		588		1615	3682		6066
%Cars		40.2%		% Trucks		59.8%			

APPENDIX B
CMAP Letter

Chicago Metropolitan
Agency for Planning

233 South Wacker Drive
Suite 800 Sears Tower
Chicago, IL 60606

voice 312 454 0400
fax 312-454 0411
www.chicagoareaplanning.org

RECEIVED
JUN 01 2007
GIS Systems

May 30, 2007

Hon. Robert Blum
President
Village of Elwood
P.O. Box 435
Elwood, IL 60421

Subject: Illinois Route 53 @ Walter Strawn Drive
Village of Elwood

Dear President Blum:

In response to a request made on your behalf and dated May 15, 2007, we have developed year 2030 average daily traffic (ADT) projections for the subject location.

INTERSECTION	West Leg	North Leg	East Leg	South Leg
IL 53 @ Walter Strawn Dr.	13,000	21,000	10,000	21,000

Traffic projections are developed using existing ADT data provided in the request letter and the results from the most recent (year 2006) CATS' RTP/TIP Travel Demand Analysis. The regional travel model uses 2030 socioeconomic projections from the Northeastern Illinois Planning Commission, and assumes the implementation of CATS' 2030 Regional Transportation Plan for the Northeastern Illinois area.

As your consultant requested, I am also including a cd of GIS-based files containing total households and employment by zone, used to model the region in the most recent conformity. These are termed "trip generation" zones and are quartersection sized throughout most of the region.

The file contents are as follows:
Socec\emp07.txt & emp30.txt: household and employment model inputs for 2007 and 2030.
Subzone trip generation zone number used to link to shapefile.
Hholds total number of households in the zone

Totalemp – total number of jobs in the zone

Subzone04\subzone04.*: trip generation zone shapefile that can be used to review development when linked to the files included in \socec folder. This shapefile is in Il. E State Plane, NAD27 coordinates. This file should be linked to the development information based on the subzone_04 field.

If you have any questions, please call Claire Bozic at (312) 386-8744.

Sincerely,

Donald P. Kopec
Deputy Executive Director for Programming and Operations

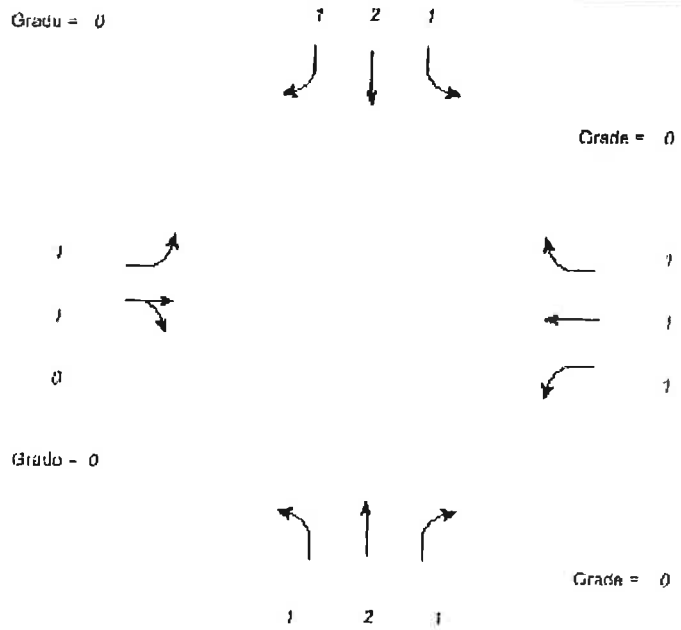
cc Meyerkord (TranSystems)
M:\proj\ver\forecasts\2007response\wl-08-07.doc

APPENDIX C
Capacity Analyses

LONG REPORT

General Information		Site Information	
Analyst	SRS	Intersection	Walter Strawn Drive at IL 53
Agency or Co.	CenterPoint Properties	Area Type	All other areas
Date Performed	11/06/2006	Jurisdiction	IDOT
Time Period	AM Peak	Analysis Year	2030

Intersection Geometry



Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume (vph)	170	272	75	4	53	20	90	645	21	97	350	285
% Heavy Veh	20	20	20	18	18	18	25	5	20	20	10	25
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ExtenSion of Effective Green	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Arrival type	3	3		3	3	3	3	3	3	3	3	3
Unit Extension	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Parking (Y or N)	N		N	N		N	N		N	N		N
Parking/Hour												
Bus Stops/Hour	0	0		0	0	0	0	0	0	0	0	0
Pedestrian Timing	3.2			3.2			3.2			3.2		

	Excl. Left	EB Only	Thru & RT	04	Excl. Left	Thru & RT	07	08
Timing	G = 6.0	G = 14.0	G = 10.0	G = 0.0	G = 11.0	G = 27.0	G = 0.0	G = 0.0
	Y = 3	Y = 4	Y = 6	Y = 0	Y = 3	Y = 6	Y = 0	Y = 0
Duration of Analysis (hrs) = 0.25						Cycle Length C = 90.0		

VOLUME ADJUSTMENT AND SATURATION FLOW RATE WORKSHEET

General Information

Project Description *Full build out EW/2030 vol. on IL 53 - AM - single LT lanes*

Volume Adjustment

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume	170	272	75	4	53	20	90	645	21	97	350	285
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adjusted Flow Rate	179	286	79	4	56	21	95	679	22	102	368	300
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Adjusted Flow Rate	179	365		4	56	21	95	679	22	102	368	300
Proportion of LT or RT	1.000	--	0.216	1.000	--	1.000	1.000	--	1.000	1.000	--	1.000

Saturation Flow Rate

Base Satflow	1900	1900		1900	2000	1900	1900	2000	1900	1900	2000	1900
Number of Lanes	1	1	0	1	1	1	1	2	1	1	2	1
f_W	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_{HV}	0.833	0.833		0.847	0.847	0.847	0.800	0.952	0.833	0.833	0.909	0.800
f_g	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_p	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_{bb}	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_a	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_{LU}	1.000	1.000		1.000	1.000	1.000	1.000	0.950	1.000	1.000	0.952	1.000
f_{LT}	0.950	1.000	--	0.950	1.000	--	0.950	1.000	--	0.950	1.000	--
Secondary f_{LT}			--			--			--			--
f_{RT}	--	0.968		--	1.000	0.850	--	1.000	0.850	--	1.000	0.850
f_{Lpb}	1.000	1.000	--	1.000	1.000	--	1.000	1.000	--	1.000	1.000	--
f_{Rpb}	--	1.000		--	1.000	1.000	--	1.000	1.000	--	1.000	1.000
Adjusted Satflow	1504	1532		1530	1695	1369	1444	3619	1346	1504	3462	1292
Secondary Adjusted Satflow			--			--			--			--

CAPACITY AND LOS WORKSHEET

General Information

Project Description

Capacity Analysis

	EB			WB			NB			SB		
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Adjusted Flow Rate	179	365		4	56	21	95	679	22	102	368	300
Satflow Rate	1504	1532		1530	1695	1369	1444	3619	1346	1504	3462	1292
Lost Time	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Green Ratio	0.26	0.31		0.07	0.11	0.30	0.12	0.30	0.43	0.12	0.30	0.62
Lane Group Capacity	384	477		102	188	411	176	1086	583	184	1039	804
v/c Ratio	0.47	0.77		0.04	0.30	0.05	0.54	0.63	0.04	0.55	0.35	0.37
Flow Ratio	0.12	0.24		0.00	0.03	0.02	0.07	0.19	0.02	0.07	0.11	0.23
Critical Lane Group	N	Y		Y	N	N	N	Y	N	Y	N	N
Sum Flow Ratios	0.50											
Lost Time/Cycle	18.00											
Critical v/c Ratio	0.62											

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Adjusted Flow Rate	179	365		4	56	21	95	679	22	102	368	300
Lane Group Capacity	384	477		102	188	411	176	1086	583	184	1039	804
v/c Ratio	0.47	0.77		0.04	0.30	0.05	0.54	0.63	0.04	0.55	0.35	0.37
Green Ratio	0.26	0.31		0.07	0.11	0.30	0.12	0.30	0.43	0.12	0.30	0.62
Uniform Delay d_1	28.3	28.0		39.3	36.8	22.4	37.1	27.1	14.7	37.2	24.7	8.4
Delay Factor k	0.11	0.32		0.11	0.11	0.11	0.14	0.21	0.11	0.15	0.11	0.11
Incremental Delay d_2	0.9	7.3		0.2	0.9	0.1	3.3	1.1	0.0	3.6	0.2	0.3
PF Factor	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Control Delay	29.2	35.3		39.5	37.7	22.4	40.5	28.3	14.7	40.8	24.9	8.7
Lane Group LOS	C	D		D	D	C	D	C	B	D	C	A
Approach Delay	33.3			33.8			29.4			20.7		
Approach LOS	C			C			C			C		
Intersection Delay	27.5			Intersection LOS						C		

SUPPLEMENTAL UNIFORM DELAY WORKSHEET FOR LEFT TURNS FROM EXCLUSIVE LANES WITH PROTECTED AND PERMITTED PHASES

General Information

Project Description *Full build out EW/2030 vol. on Il. 53 - AM - single LT lanes*

v/c Ratio Computation

	EB	WB	NB	SB
Cycle Length, C (s)	*90.0*			
Prot. Phase Eff. Green Interval, g (s)				
Opposed Queue Eff. Green Interval, g_q (s)				
Unopposed green Interval, g_u (s)				
Red Time, r(s)				
Arrival Rate, q_a (veh/s)				
Protected Phase Departure Rate, s_p (veh/s)				
Perm. Phase Departure Rate, s_s (veh/s)				
X_{perm}				
X_{prot} (N/A for Lagging Left-turns)				

Uniform Queue Size and Delay Computations

Queue at Start of Green Arrow, Q_0				
Queue at Start of Unsaturated Green, Q_u				
Residual Queue, Q_r				
Uniform Delay, d1				

Uniform Queue Size and Delay Equations

	Case	Q_0	Q_u	Q_r	d1
If X_{perm} <= 1.0 & X_{prot} <= 1.0	1	$q_a r$	$q_a g_q$	0	$[0.5/(q_a C)][rQ_0 + Q_a^2/(S_s - q_a) + g_q Q_u + Q_u^2/(S_s - q_a)]$
If X_{perm} <= 1.0 & X_{prot} > 1.0	2	$q_a r$	$Q_r + q_a g_q$	$Q_a - g(s_p - q_a)$	$[0.5/(q_a C)][rQ_0 + g(Q_0 + Q_r) + g_q(Q_r + Q_u) + Q_u^2/(S_s - q_a)]$
If X_{perm} > 1.0 & X_{prot} <= 1.0	3	$Q_r + q_a r$	$q_a g_q$	$Q_u - g_u(s_s - q_a)$	$[0.5/(q_a C)][g_q Q_u + g_u(Q_0 + Q_r) + r(Q_r + Q_0) + Q_a^2/(S_s - q_a)]$
If X_{perm} <= 1.0 (lagging lefts)	4	0	$q_a(r + g_q)$	0	$[0.5/(q_a C)][(r + g_q)Q_u + Q_u^2/(S_s - q_a)]$
If X_{perm} > 1.0 (lagging lefts)	5	$Q_u - g_u(s_s - q_a)$	$q_a(r + g_q)$	0	$[0.5/(q_a C)][(r + g_q)Q_u + g_u(Q_u + Q_a) + Q_a^2/(S_p - q_a)]$

BACK-OF-QUEUE WORKSHEET

General Information

Project Description *Full build out EW/2030 vol. on IL 53 - AM - single LT lanes*

Average Back of Queue

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Initial Queue/Lane	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Flow Rate/Lane	179	365		4	56	21	95	679	22	102	368	300
Satflow/Lane	1504	1532		1530	1695	1369	1444	1904	1346	1504	1818	1292
Capacity/Lane	364	477		102	188	411	176	1086	583	184	1039	804
Flow Ratio	0.1	0.2		0.0	0.0	0.0	0.1	0.2	0.0	0.1	0.1	0.2
v/c Ratio	0.47	0.77		0.04	0.30	0.05	0.54	0.63	0.04	0.55	0.35	0.37
I Factor	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Arrival Type	3	3		3	3	3	3	3	3	3	3	3
Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q_1	3.8	8.3		0.1	1.3	0.4	2.2	7.7	0.3	2.4	3.8	3.7
k_B	0.4	0.4		0.2	0.3	0.4	0.2	0.5	0.5	0.2	0.5	0.6
Q_2	0.3	1.3		0.0	0.1	0.0	0.3	0.8	0.0	0.3	0.3	0.4
Q Average	4.1	9.6		0.1	1.4	0.4	2.5	8.5	0.3	2.7	4.0	4.0

Percentile Back of Queue (95th percentile)

$f_{B\%}$	2.0	1.9		2.1	2.1	2.1	2.0	1.9	2.1	2.0	2.0	2.0
BOQ, $Q_{\%}$	8.1	17.7		0.2	2.9	0.8	5.1	15.9	0.7	5.4	8.0	8.0

Queue Storage Ratio

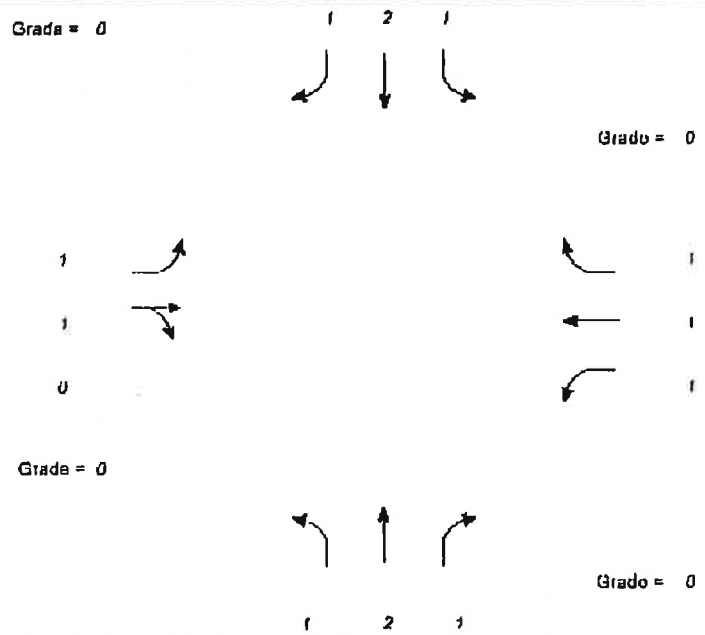
Q Spacing	25.0	25.0		25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
Q Storage	0	0		0	0	0	0	0	0	0	0	0
Average R_Q												
95% $R_{Q\%}$												

Copyright © 2005 University of Florida, All Rights Reserved

LONG REPORT

General Information		Site Information	
Analyst	SRS	Intersection	IL 53/Strawn Drive
Agency or Co.	CenterPoint Properties	Area Type	All other areas
Date Performed	11/7/2006	Jurisdiction	IDOT
Time Period	PM peak hour	Analysis Year	2030

Intersection Geometry



Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume (vph)	170	69	100	19	249	90	80	480	6	26	785	80
% Heavy Veh	44	61	44	34	34	34	70	7	60	60	8	70
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Arrival type	3	3		3	3	3	3	3	3	3	3	3
Unit Extension	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Parking (Y or N)	N		N	N		N	N		N	N		N
Parking/Hour												
Bus Stops/Hour	0	0		0	0	0	0	0	0	0	0	0
Pedestrian Timing	3.2			3.2			3.2			3.2		

	Excl. Left	Thru & RT	03	04	Excl. Left	Thru & RT	07	08
Timing	G = 16.0	G = 19.0	G = 0.0	G =	G = 11.0	G = 26.0	G = 0.0	G = 0.0
	Y = 3	Y = 6	Y = 0	Y =	Y = 3	Y = 6	Y = 0	Y = 0
Duration of Analysis (hrs) = 0.25						Cycle Length C = 90.0		

VOLUME ADJUSTMENT AND SATURATION FLOW RATE WORKSHEET

General Information

Project Description *Full build out EW/2030 on IL 53 - PM - single LT lanes*

Volume Adjustment

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume	170	69	100	19	249	90	80	480	6	26	785	80
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adjusted Flow Rate	179	73	105	20	262	95	84	505	6	27	826	84
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Adjusted Flow Rate	179	178		20	262	95	84	505	6	27	826	84
Proportion of LT or RT	1.000	--	0.590	1.000	--	1.000	1.000	--	1.000	1.000	--	1.000

Saturation Flow Rate

Base Satflow	1900	1900		1900	2000	1900	1900	2000	1900	1900	2000	1900
Number of Lanes	1	1	0	1	1	1	1	2	1	1	2	1
f_W	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_{HV}	0.694	0.662		0.746	0.746	0.746	0.588	0.935	0.625	0.625	0.926	0.588
f_g	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_p	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_{bb}	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_a	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
f_{LU}	1.000	1.000		1.000	1.000	1.000	1.000	0.952	1.000	1.000	0.950	1.000
f_{LT}	0.950	1.000	--	0.950	1.000	--	0.950	1.000	--	0.950	1.000	--
Secondary f_{LT}			--			--			--			--
f_{RT}	--	0.912		--	1.000	0.850	--	1.000	0.850	--	1.000	0.850
f_{Lpb}	1.000	1.000	--	1.000	1.000	--	1.000	1.000	--	1.000	1.000	--
f_{Rpb}	--	1.000		--	1.000	1.000	--	1.000	1.000	--	1.000	1.000
Adjusted Satflow	1253	1147		1347	1493	1205	1062	3559	1009	1128	3519	950
Secondary Adjusted Satflow			--			--			--			--

CAPACITY AND LOS WORKSHEET

General Information

Project Description

Capacity Analysis

	EB			WB			NB			SB		
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Adjusted Flow Rate	179	178		20	262	95	84	505	6	27	826	84
Satflow Rate	1253	1147		1347	1493	1205	1062	3559	1009	1128	3519	950
Lost Time	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Green Ratio	0.18	0.21		0.18	0.21	0.40	0.12	0.29	0.53	0.12	0.29	0.53
Lane Group Capacity	223	242		239	315	482	130	1028	538	138	1017	507
v/c Ratio	0.80	0.74		0.08	0.83	0.20	0.65	0.49	0.01	0.20	0.81	0.17
Flow Ratio	0.14	0.16		0.01	0.18	0.08	0.08	0.14	0.01	0.02	0.23	0.09
Critical Lane Group	Y	N		N	Y	N	Y	N	N	N	Y	N
Sum Flow Ratios	0.63											
Lost Time/Cycle	18.00											
Critical v/c Ratio	0.79											

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Adjusted Flow Rate	179	178		20	262	95	84	505	6	27	826	84
Lane Group Capacity	223	242		239	315	482	130	1028	538	138	1017	507
v/c Ratio	0.80	0.74		0.08	0.83	0.20	0.65	0.49	0.01	0.20	0.81	0.17
Green Ratio	0.18	0.21		0.18	0.21	0.40	0.12	0.29	0.53	0.12	0.29	0.53
Uniform Delay d_1	35.5	33.2		30.9	34.0	17.6	37.6	26.5	9.9	35.5	29.7	10.7
Delay Factor k	0.35	0.29		0.11	0.37	0.11	0.22	0.11	0.11	0.11	0.35	0.11
Incremental Delay d_2	18.8	11.1		0.2	17.0	0.2	10.6	0.4	0.0	0.7	5.1	0.2
PF Factor	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Control Delay	54.3	44.3		31.0	51.0	17.8	48.3	26.9	9.9	36.2	34.8	10.9
Lane Group LOS	D	D		C	D	B	D	C	A	D	C	B
Approach Delay	49.3			41.6			29.7			32.7		
Approach LOS	D			D			C			C		
Intersection Delay	36.0			Intersection LOS						D		

SUPPLEMENTAL UNIFORM DELAY WORKSHEET FOR LEFT TURNS FROM EXCLUSIVE LANES WITH PROTECTED AND PERMITTED PHASES

General Information

Project Description *Full build out EW/2030 on IL 53 - PM - single LT lanes*

v/c Ratio Computation

	EB	WB	NB	SB
Cycle Length, C (s)	*90.0*			
Prot. Phase Eff. Green Interval, g (s)				
Opposed Queue Eff. Green Interval, g_q (s)				
Unopposed green interval, g_u (s)				
Red Time, r(s)				
Arrival Rate, q_a (veh/s)				
Protected Phase Departure Rate, s_p (veh/s)				
Perm. Phase Departure Rate, s_s (veh/s)				
X_{perm}				
X_{prot} (N/A for Lagging Left-turns)				

Uniform Queue Size and Delay Computations

Queue at Start of Green Arrow, Q_a				
Queue at Start of Unsaturated Green, Q_u				
Residual Queue, Q_r				
Uniform Delay, d_1				

Uniform Queue Size and Delay Equations

	Case	Q_a	Q_u	Q_r	d_1
If X_{perm} <= 1.0 & X_{prot} <= 1.0	1	$q_a r$	$q_a g_q$	0	$[0.5/(q_a C)][rQ_a + Q_a^2/(s_p - q_a) + g_q Q_u - Q_u^2/(s_s - q_a)]$
If X_{perm} <= 1.0 & X_{prot} > 1.0	2	$q_a r$	$Q_r + q_a g_q$	$Q_a - g(s_p - q_a)$	$[0.5/(q_a C)][rQ_a + g(Q_a + Q_r) + g_q(Q_r + Q_u) + Q_u^2/(s_s - q_a)]$
If X_{perm} > 1.0 & X_{prot} <= 1.0	3	$Q_r + q_a r$	$q_a g_q$	$Q_u - g_u(s_s - q_a)$	$[0.5/(q_a C)][g_q Q_u + g_u(Q_u + Q_r) + r(Q_r + Q_a) + Q_a^2/(s_s - q_a)]$
If X_{perm} <= 1.0 (lagging lefts)	4	0	$q_a(r + g_q)$	0	$[0.5/(q_a C)][(r + g_q)Q_u + Q_u^2/(s_s - q_a)]$
If X_{perm} > 1.0 (lagging lefts)	5	$Q_u - g_u(s_s - q_a)$	$q_a(r + g_q)$	0	$[0.5/(q_a C)][(r + g_q)Q_u + g_u(Q_r + Q_a) + Q_a^2/(s_p - q_a)]$

BACK-OF-QUEUE WORKSHEET

General Information

Project Description *Full build out EW/2030 on Il. 53 - PM - single LT lanes*

Average Back of Queue

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Lane Group	L	TR		L	T	R	L	T	R	L	T	R
Initial Queue/Lane	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Flow Rate/Lane	179	178		20	262	95	84	505	6	27	826	84
Satflow/Lane	1253	1147		1347	1493	1205	1062	1869	1009	1128	1852	950
Capacity/Lane	223	242		239	315	482	130	1028	538	138	1017	507
Flow Ratio	0.1	0.2		0.0	0.2	0.1	0.1	0.1	0.0	0.0	0.2	0.1
v/c Ratio	0.80	0.74		0.08	0.83	0.20	0.65	0.49	0.01	0.20	0.81	0.17
I Factor	1.000	1.000		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Arrival Type	3	3		3	3	3	3	3	3	3	3	3
Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q_1	4.3	4.2		0.4	6.3	1.5	2.0	5.5	0.1	0.6	10.1	1.1
k_B	0.3	0.3		0.3	0.3	0.4	0.2	0.5	0.5	0.2	0.5	0.5
Q_2	1.0	0.7		0.0	1.4	0.1	0.3	0.5	0.0	0.1	1.8	0.1
Q Average	5.3	4.9		0.4	7.7	1.7	2.4	5.9	0.1	0.7	11.9	1.2

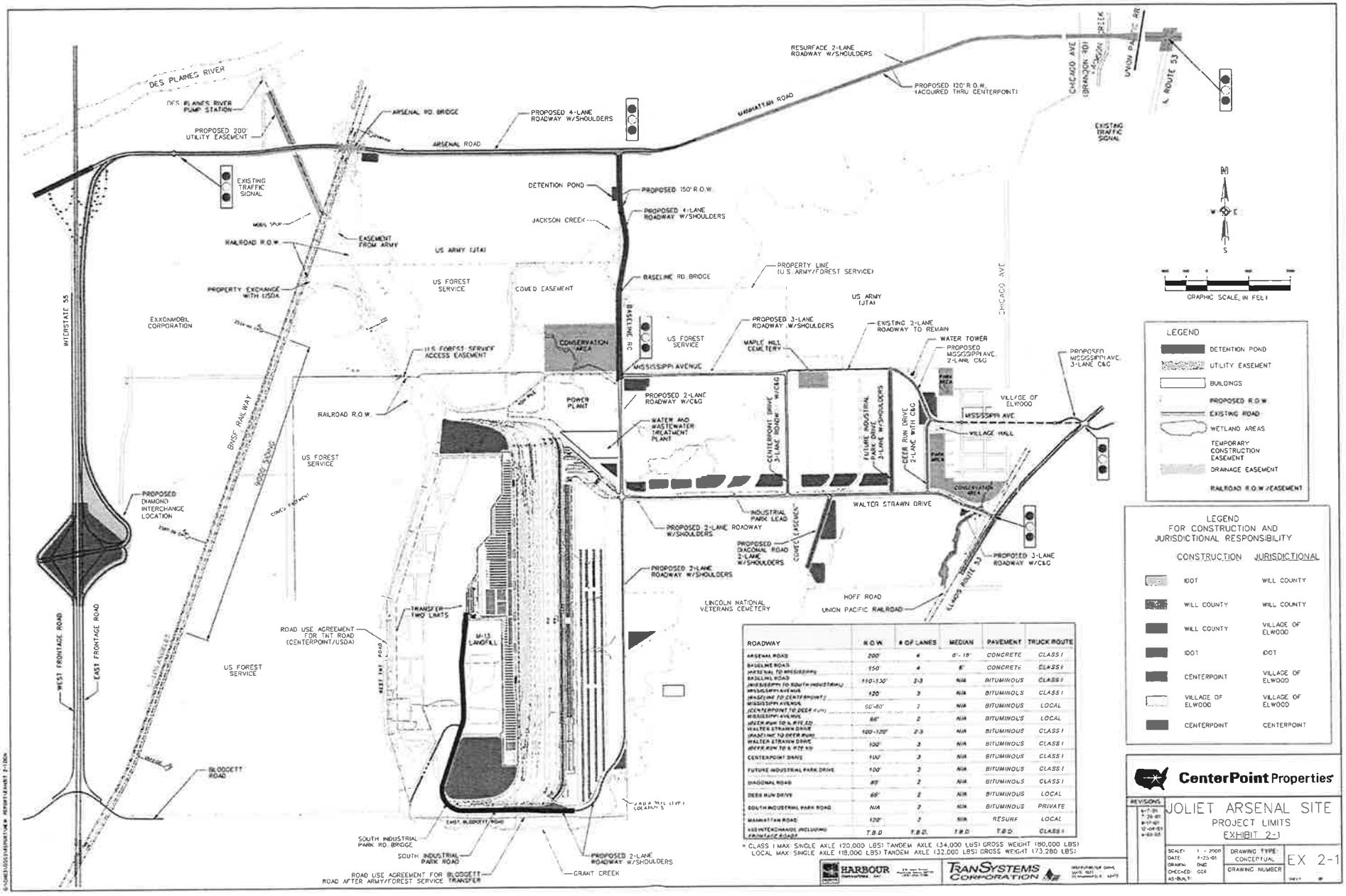
Percentile Back of Queue (95th percentile)

$f_{B\%}$	1.9	2.0		2.1	1.9	2.0	2.0	1.9	2.1	2.1	1.8	2.1
BOQ, Q%	10.2	9.6		0.9	14.5	3.4	4.8	11.5	0.2	1.4	21.5	2.4

Queue Storage Ratio

Q Spacing	25.0	25.0		25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
Q Storage	0	0		0	0	0	0	0	0	0	0	0
Average RQ												
95% RQ%												

Copyright © 2005 University of Florida. All Rights Reserved



ROADWAY	R.O.W.	# OF LANES	MEDIAN	PAVEMENT	TRUCK ROUTE
ARSENAL ROAD	200'	4	8'-18'	CONCRETE	CLASS I
BASELINE ROAD: ARSENAL TO MISSISSIPPI	150'	4	8'	CONCRETE	CLASS I
BASELINE ROAD (MISSISSIPPI TO SOUTH INDUSTRIAL) MISSISSIPPI AVENUE	110-130'	2-3	N/A	BITUMINOUS	CLASS I
(BASELINE TO CENTERPOINT) MISSISSIPPI AVENUE	120	3	N/A	BITUMINOUS	CLASS I
(CENTERPOINT TO DEER RUN) MISSISSIPPI AVENUE	60'-80'	2	N/A	BITUMINOUS	LOCAL
(DEER RUN TO IL RTE 53) WALTER STRAWN DRIVE	66'	2	N/A	BITUMINOUS	LOCAL
(BASELINE TO DEER RUN) WALTER STRAWN DRIVE	100'-120'	2-3	N/A	BITUMINOUS	CLASS I
(DEER RUN TO IL RTE 53)	100'	3	N/A	BITUMINOUS	CLASS I
CENTERPOINT DRIVE	100'	3	N/A	BITUMINOUS	CLASS I
FUTURE INDUSTRIAL PARK DRIVE	100'	3	N/A	BITUMINOUS	CLASS I
DIAGONAL ROAD	80'	2	N/A	BITUMINOUS	CLASS I
DEER RUN DRIVE	66'	2	N/A	BITUMINOUS	LOCAL
SOUTH INDUSTRIAL PARK ROAD	N/A	2	N/A	BITUMINOUS	PRIVATE
MANHATTAN ROAD	120'	2	N/A	RESURF	LOCAL
ALL INTERCHANGE INCLUDING FRONTAGE ROADS	T.B.D.	T.B.D.	T.B.D.	T.B.D.	CLASS I

* CLASS I MAX: SINGLE AXLE (20,000 LBS) TANDEM AXLE (34,000 LBS) GROSS WEIGHT (80,000 LBS)
LOCAL MAX: SINGLE AXLE (18,000 LBS) TANDEM AXLE (32,000 LBS) GROSS WEIGHT (73,280 LBS)

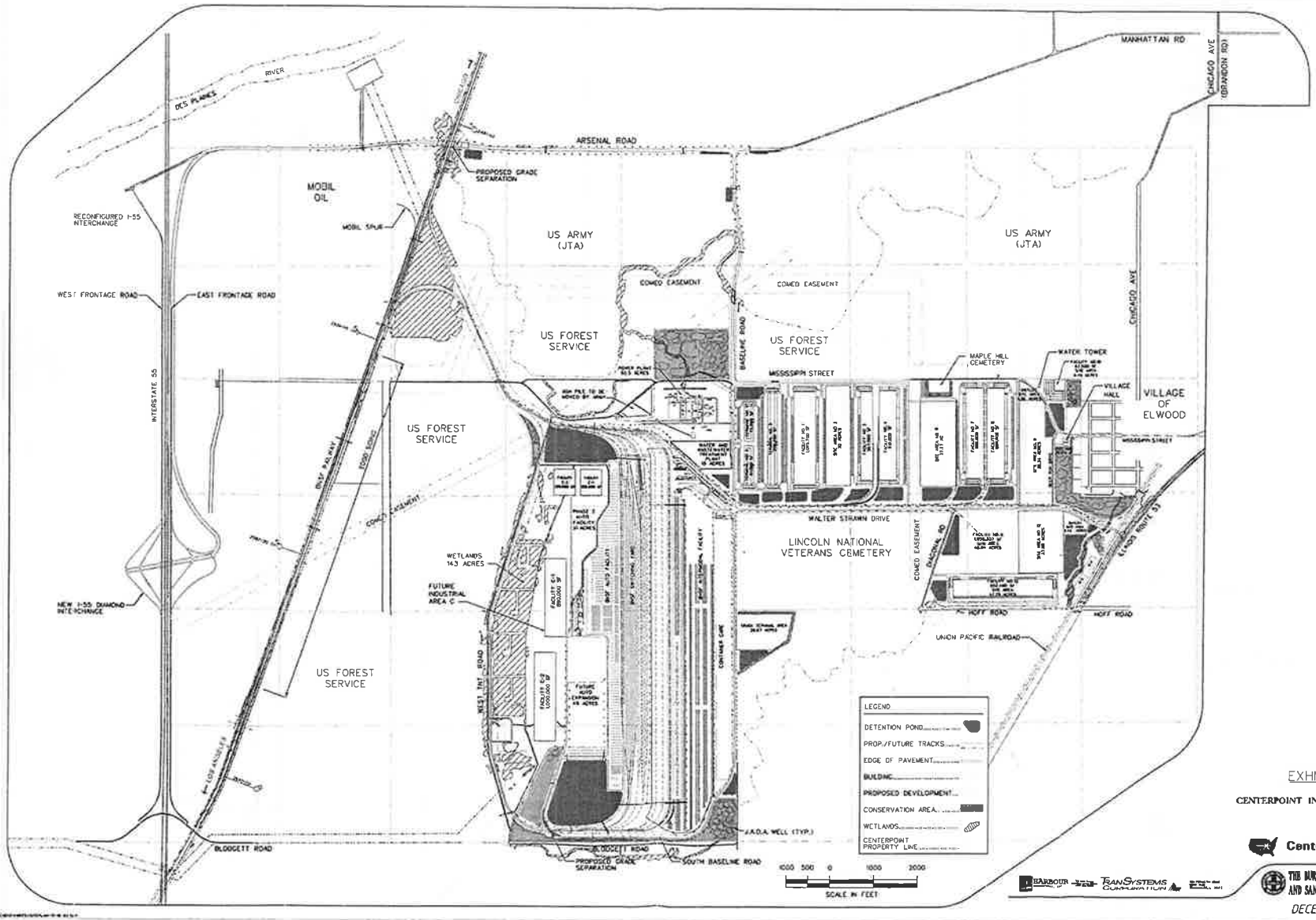


EXHIBIT 2-2

CENTERPOINT INTERMODAL CENTER

CenterPoint Properties

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

DECEMBER 16, 2002

Traffic Impact Study

BNSF Logistics Park Chicago
CenterPoint Intermodal Center

April 2003

Village of Elwood, Illinois

TRANSYSTEMS CORPORATION

Joliet Arsenal
Traffic Impact Study
Village of Elwood, Illinois

A. INTRODUCTION 1

B. PREDEVELOPMENT CONDITIONS 2
- Area Land Use 2
- Area Roadways 2
- Predevelopment Traffic Counts 3

C. SITE TRAFFIC CHARACTERISTICS 4
- Site Generated Traffic 4
- Other Development / Infrastructure Improvements 7
- Total Traffic Assignment 7

D. ANALYSIS AND RECOMMENDATIONS 8
- Capacity Analysis and Traffic Signal Justification 8
- Proposed Intersection Improvements 8
- Roadway Capacity Improvements 9
- Bridge and Grade Separation Improvements 10

E. CONCLUSION 12

LIST OF EXHIBITS **Exhibit No.**

Site Location Map 1
Proposed Roadway Improvements 2-1
Proposed Site Improvements 2-2
Existing Traffic: I-55 Interchange and Arsenal Road 3-1
Existing Interchange: Manhattan Road and Illinois Route 53 3-2
Existing Traffic: Mississippi Avenue and Illinois Route 53 3-3
Existing Traffic: Hoff Road and Illinois Route 53 3-4
Proposed Directional Distribution 3-5
Average Daily Traffic Map 4
C.A.T.S. Correspondence 5

A. INTRODUCTION

In 1999, TranSystems Corporation, Inc. was retained by CenterPoint Properties to conduct a traffic impact analysis for a proposed railroad/intermodal yard and industrial park within 2,025 acres of the abandoned Joliet Army Ammunitions Plant. The site is located west of the original Village of Elwood limits and was annexed into the Village in 2001. In 2003, TranSystems was retained by the Village of Elwood to review the assumptions in the original study and update the traffic impact study to reflect development changes within the rail yard and industrial park that occurred between 1999 and 2003.

At full build out, the BNSF Logistics Park Chicago (LPC) and the CenterPoint Intermodal Center (CIC) will encompass the construction and operation of a 620 acre intermodal and automobile loading/unloading rail facility, an 730 acre light industrial and manufacturing park, a power plant, a water and waste water treatment plant, and commercial and retail development. The proposed development is bordered by Drummond Road to the north, Illinois Route 53 and the Union Pacific Railroad (UPRR) to the east, Blodgett Road to the south, and by the Burlington Northern and Santa Fe Railway (BNSF) mainline to the west.

The primary rail connection into the LPC and CIC will be from the BNSF, with a secondary connection into the CIC via the UPRR.

The primary highway connection into the development will be from the west via Interstate 55 to Arsenal Road, with secondary access from the east via Illinois Route 53 to Walter Strawn Drive (previously known as East Access Road). The project location is illustrated in **Exhibit 1** and the proposed facilities are shown in **Exhibits 2-1 and 2-2**.

This report analyzes the traffic-related impact that the development will have on the surrounding area's roadways and traffic control.

B. PREDEVELOPMENT CONDITIONS

This section of the report provides a description of the surrounding area's land use, the predevelopment roadway network, the predevelopment traffic volumes, and the predevelopment roadway operating conditions.

Area Land Use
The Department of the Army abandoned the Joliet Army Ammunitions Plant in 1977. Surrounding land use in the area is a mixture of residential to the northeast, heavy industry to the northwest (ExxonMobil Corporation, BASF), Abraham Lincoln National Veterans Cemetery to the southeast, and the United States Forest Service's Midewin National Tallgrass Prairie to the south, west and north. Farmland is located along Illinois Route 53 and northwest of the Village of Elwood.

Area Roadways
The proposed development will have the greatest impact on the following roadways: Arsenal Road / Manhattan Road, Baseline Road, Drummond Road, and Illinois Route 53. As stated above, the main access to the site will be provided from I-55 to Arsenal Road to Baseline Road

Arsenal Road is a two lane minor arterial running in an east/west direction with a posted speed limit of 55 miles per hour. The intersections with the I-55/Arsenal Road interchange ramps, I-55 frontage roads, and Baseline Road are all unsignalized. A signalized intersection provides access to the ExxonMobil's entrance approximately ½ mile east of I-55. Arsenal Road crosses two BNSF Railroad mainline tracks at-grade. A 100-foot precast concrete box beam bridge carries Arsenal Road over Jackson Creek just east of the BNSF tracks. Arsenal Road is classified as a Class II truck route for 1.4 miles between the East Frontage Road of Interstate 55 and Millsdale Road. Arsenal Road is under Will County jurisdiction.

Baseline Road is a two lane local roadway running in a north/south direction. The "T" intersection with Arsenal Road is unsignalized. An existing bridge carries Baseline Road over Jackson Creek. Baseline Road is a private road that will be converted to a public road under Elwood's jurisdiction following the development.

Drummond Road is a two lane local roadway running in an east/west direction. Drummond Road currently provides access to the Maple Hill Cemetery. The intersections with both Baseline Road and Diagonal Road are unsignalized. *As part of the proposed improvements, Drummond Road will be connected to and renamed Mississippi Avenue.* The road will be under Elwood jurisdiction.

Illinois Route 53 is a four lane Strategic Regional Arterial running in a generally north/south direction with a posted speed limit of 55 miles per hour. The intersection with Manhattan Road is signalized and provides left turning lanes and two through lanes. The intersections with Mississippi Road and Hoff Road are unsignalized. Illinois Route 53 is a divided highway with a 50-foot grass median and channelized left-turn lanes, and is under the jurisdiction of the Illinois Department of Transportation.

Mississippi Avenue is a two lane local roadway running in an east/west direction with a posted speed limit of 25 miles per hour in the residential blocks (Lincoln Avenue to Chicago Avenue) and 30 miles per hour in the commercial blocks (Chicago Avenue to Illinois Route 53). East of Chicago Avenue, Mississippi Avenue is lined with diagonal parking and leads to an unsignalized intersection with Illinois Route 53. Mississippi Road is under the jurisdiction of the Village of Elwood.

Hoff Road is a two lane private roadway running an east/west direction with a posted speed limit of 25 miles per hour. The pavement is approximately 30-feet wide and striped for three lanes. Newly planted trees line the edge of the shoulder from the Lincoln National Cemetery driveway to the Union Pacific Railroad crossing just west of Illinois Route 53. The intersections with both Diagonal Road and Illinois Route 53 are unsignalized. The land north of Hoff Road is currently undeveloped and will be part of the proposed industrial park. Hoff Road is under the jurisdiction of the Abraham Lincoln National Veterans Cemetery.

Diagonal Road is a local two lane roadway running in a north/south direction. The intersections with both Mississippi Avenue and Drummond Road are unsignalized. The section of the road north of Drummond Road is currently closed to automobile traffic.

Predevelopment Traffic Counts

In order to obtain current information regarding traffic volumes on the roadways in the site, manual peak hour turning movement counts were taken at six key intersections. These locations include the intersections at Interstate 55/Arsenal Road (east and west ramps), Arsenal Road/Mobil Oil Refinery, Manhattan Road/Illinois Route 53, Mississippi Avenue/Illinois Route 53, and Hoff Road/Illinois Route 53. The traffic counts were conducted on Friday, May 21, 1999 (6:30 a.m. to 9:30 a.m.), Monday, May 24, 1999 (4:00 p.m. to 6:00 p.m.), and on Tuesday, May 25, 1999 (6:30 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m.). These time periods were selected because they coincide with peak periods of travel.

The results indicate that the heaviest traveled hour during the morning generally occurred between 6:30 a.m. and 7:30 a.m. During the evening hours, the peak travel

time generally fell between 4:00 p.m. and 5:00 p.m. The existing peak hour volumes are shown on **Exhibits 3-1** through **3-4.**

The predevelopment traffic along Illinois Route 53 was the subject of several discussions with IDOT. Specifically, TranSystems traffic counts did not agree with IDOT's published data. It was decided that IDOT's data for the through movements along Illinois Route 53 would be utilized in lieu of TranSystems' manual traffic counts. Thus, it is IDOT's data that is reflected in the predevelopment ADT along Illinois Route 53 shown on **Exhibit 4**.

C. SITE TRAFFIC CHARACTERISTICS

This section presents information regarding the traffic volumes associated with the proposed site. The information includes an estimate of traffic generated by the site, its directional distribution, and an assignment of average daily traffic (ADT) volumes.

Site Generated Traffic

The amount of traffic generated by the site at full build-out was developed from the ITE Trip Generation manual, 6th edition (*ITE Manual*), actual counts supplied by the BNSF for January and February 2003 from the LPC intermodal and auto facility gates, and existing models of other sites similar to the Joliet Arsenal. The site consists of five different zones for development. The first is the 620 acre LPC that will contain the intermodal yard, storage yard, and auto facility. Traffic generated from the LPC will consist of trucks involved in the rail operations and employee vehicles. The LPC will operate 24 hours per day with approximately 225 employees. The second area is the 730 acre CIC. This zone will be developed as an industrial park with a mix of general light industrial and manufacturing facilities. The third zone is the 62.5-acre power plant. The fourth zone is the 15-acre water and wastewater treatment plant. The fifth and final zone is the 200,000 sq. ft. of gross leasable area (GLA) of retail development along Walter Strawn Drive near Illinois Route 53. **Table 1** lists the ADT volumes that could be generated by the proposed development.

The employee vehicle estimates for LPC are based on empirical data from CSX's 59th Street Yard in Chicago, Illinois. The truck estimates are based on actual BNSF vehicle counts for the intermodal and auto gates. Specifically, the BNSF provided the total gate movements for the months of January and February 2003. After discussions with the BNSF, it was determined that the January data was more representative than the February data, and the February data was discarded. Then, working with the January data exclusively, the total traffic into and out of the gates was divided by 31 to arrive at the January 2003 ADT. However, as of January 2003 the intermodal facility was

operating at only 30% of its ultimate buildout and the automobile facility was at 60% of its ultimate buildout; the data was adjusted accordingly to arrive at a 2020 ADT (at which time the LPC will be operating at full capacity). Finally, January 2020 ADT was increased by 11% to account for the "January effect" – i.e. the non-interstate traffic pattern by month commonly accepted for northeastern Illinois which states that the ADT for January is approximately 90% of the Annual Average Daily Traffic (AADT). **Table 1** summarizes the result of this analysis.

The traffic estimates for the industrial park were estimated using the *ITE Manual*. The traffic levels in **Table 1** correspond to a 730 acre site with approximately 12 million square feet of gross floor area, 75% of which is leased at any given time. The traffic estimates for the proposed power, water, and waste water treatment plants were estimated using the *ITE Manual*, as was the estimates for the retail development.

Distribution of the site-generated traffic was determined to reflect the likely pattern of vehicles traveling in and out of the development. Interstate 55, which is located just to the west of the site, represents the main artery for traffic. It is estimated that approximately 75% of the employee and truck traffic will use this route to reach the Arsenal site. Illinois Route 53 represents the only other arterial highway near the site but it does not offer the most efficient travel to and from the surrounding region (e.g. City of Joliet and City of Chicago). The remaining 25% of site generated traffic is split between Walter Strawn Drive, Arsenal Road/Manhattan Road, and Mississippi Road connections to Illinois Route 53. However, traffic will be limited to cars and small delivery trucks on Mississippi Avenue because it would cut through the Village of Elwood (a mix of residential and commercial lots), and truck traffic will be limited along Manhattan Road due to weight restrictions placed by the County on the Manhattan Road Bridge over Jackson Creek in 2002. See **Exhibit 3-5** for a summary of the directional distribution of the site generated traffic.

TABLE 1 - SITE GENERATED TRAFFIC

Average Daily Traffic at Full Buildout

INTERMODAL YARD	*IN*	*OUT*	*TOTAL*
TRUCKS	1,330	1,170	2,500
EMPLOYEE VEHICLES	400	400	800
SUBTOTALS*	1,730	1,570	3,300

**Based on 2003 Empirical Data from BNSF Logistics Park Chicago (Elwood, IL) and CSX 59th Street Yard (Chicago, IL)*

AUTOMOBILE YARD	*IN*	*OUT*	*TOTAL*
TRUCKS	100	100	200
EMPLOYEE VEHICLES	300	300	600
SUBTOTALS*	400	400	800

**Based on 2003 Empirical Data from BNSF Logistics Park Chicago (Elwood, IL) and CSX 59th Street Yard (Chicago, IL)*

*INDUSTRIAL PARK**	*IN*	*OUT*	*TOTAL*
SUBTOTALS**	10,200	10,200	20,400

**Based on 12 million SF of gross floor area*

*POWER PLANT**	*IN*	*OUT*	*TOTAL*
SUBTOTALS**	350	350	700

**Based on a 62.5 Acre Power Plant Site*

WATER AND WASTE WATER PLANT	*IN*	*OUT*	*TOTAL*
SUBTOTALS**	100	100	200

**Based on a 15 Acre (combined) Water and Wastewater Treatment Plant Site*

RETAIL	*IN*	*OUT*	*TOTAL*
SUBTOTALS**	5,500	5,500	11,000

**Based on 200,000 Sq Ft of GLA*

	IN	*OUT*	*TOTAL*
ARSENAL SITE TOTALS	18,280	18,120	36,400

***From Trip Generation, 6th Edition*

Other Development / Infrastructure Improvements

Several projects within close vicinity of the Arsenal Redevelopment will have an impact on traffic operations within and around the park. While these improvements are briefly discussed below, the impact that any or all of the improvements may have on the area's infrastructure is outside the scope of this report.

- Widening of I-55 – The Illinois Department of Transportation has initiated a study to widen I-55 from 2 to 3 lanes in each direction from Naperville Road / Veterans Parkway to I-80. Several local politicians have suggested extending the study south to Arsenal Road.

- Arsenal / Manhattan SRA - Will County has explored adding Arsenal Road / Manhattan Road to Illinois Strategic Regional Arterial system.

- Elwood residential development - The Village of Elwood has been approached by several developers expressing an interest in constructing very large residential single family communities that would be annexed into the Village. The Village is currently revising its Comprehensive Plan, last adopted in October 1999. Although this new Comprehensive Plan will go into greater detail on population estimates, it should be noted that while the Northeastern Illinois Planning Commission in 2000 estimated that Elwood's population in year 2020 would be 2,923 residents, it is not inconceivable that these proposed developments could increase that estimate by up to 500%.

Total Traffic Assignment

The site generated traffic and the regional growth traffic obtained from the Chicago Area Transportation Study (CATS) was added to the existing traffic to determine a total traffic estimate. This total traffic estimate is shown on **Exhibit 4**. The CATS concurrence letter and associated correspondence can be found at the end of this report.

D. ANALYSIS AND RECOMMENDATIONS

Analyses were conducted to determine if the site traffic could be efficiently integrated into the surrounding roadway network. These analyses included weekday morning and evening peak hour capacity evaluations of the following seven intersections: Arsenal Road/Interstate 55 (east and west ramps), Arsenal Road/Mobil Oil Refinery Entrance, Arsenal Road/Baseline Road, Manhattan Road/Illinois Route 53, Mississippi Avenue/Illinois Route 53, and Hoff Road/Illinois Route 53.

Capacity Analysis and Traffic Signal Justification

Capacity analyses were conducted to determine the operation of the intersections before and after the addition of site traffic. The analysis was performed during peak hours for both existing traffic and future conditions (total traffic assignment).

Under the predevelopment conditions, the intersections operate within acceptable standards during both the a.m. and p.m. peak hours. After the addition of the site traffic generated by the proposed development, several of the intersections would fail to reach an acceptable level of service at both peak hours unless capacity improvements are made. These capacity improvements will include additional lanes and traffic control at most intersections. All analyses were conducted utilizing the FHWA Highway Capacity Manual software (version 3.1).

TranSystems also conducted a preliminary signal warrant analysis based on peak hour traffic. The objective was to determine if the intersections met any of the warrants for installing traffic signals which are established in the Manual on Uniform Traffic Control Devices (MUTCD), published by the U.S. Department of Transportation and the Strategic Regional Arterial Design Concept Report, published by the Illinois Department of Transportation. The traffic signal warrants are the minimum conditions that must be met before installation of a traffic signal is considered.

Proposed Intersection Improvements

Additional capacity analyses were performed based on adding through and auxiliary lanes at the intersections, as well as modifying the traffic control (stop sign and signal controlled). The following is a list of improvements that are recommended at these intersections:

- Interstate 55 at Arsenal Road Interchange: As of April 2003, the I-55 / Arsenal Road interchange is currently the focus of a Phase 1 Preliminary Engineering Study by Will County Highway Department and IDOT to study options to increase capacity and facilitate efficient movement of traffic.

Possible scenarios range anywhere from rebuilding the existing partial cloverleaf design in its current location to developing a full-access interchange 1 ½ miles to the south. No recommendations have yet been made.

- Arsenal Road/ExxonMobil Entrance: Remove existing signal and channelized intersection (if right-of-way can be acquired from ExxonMobil).

- Arsenal Road/Baseline Road: Signalize and channelize intersection including the addition of a free flow eastbound to southbound right turn lane and dual northbound to westbound left turn lanes.

- Manhattan Road/Illinois Route 53: Modernize existing traffic signal and channelize intersection.

- Mississippi Avenue/Illinois Route 53: Signalize and channelize intersection.

- Walter Strawn Drive/Illinois Route 53: Signalize and channelize intersection; interconnect traffic signal with railroad signal for Strawn Road / UPRR at-grade crossing.

Roadway Capacity Improvements

The site-generated traffic will require major reconstruction and widening of many of the roadways adjacent to and within the site.

In addition to capacity improvements planned for the adjacent roadways, three new roadways will be needed to serve the internal traffic throughout the parks:

- **South Industrial Park Road** will connect Baseline Road to the automobile facility and a future industrial area within LPC.
- **CenterPoint Drive** (previously known as Center Industrial Park Road) will provide the industrial traffic an alternative connection between Mississippi Avenue and Walter Strawn Drive, and will also provide direct access to development *within* the CIC.
- **Deer Run Drive** will be restricted to residential traffic only; the roadway is intended to offer residents living in the southwestern corner of Elwood access to Illinois Route 53 via a new, safe at-grade crossing of the UPRR (the only other crossing of the UPRR besides Mississippi Avenue within Village limits – Chicago Avenue – has been deemed unsafe and substandard, and will be abandoned in

favor of the new Walter Strawn Drive crossing). Deer Run Drive shall also provide access to a proposed park and a new Village Hall.

Based on the total traffic during the peak periods, the following improvements are needed at the identified roadways:

TABLE 5
ROADWAY IMPROVEMENTS

ROADWAY	*LIMITS*	*EXISTING*	*FUTURE*
Arsenal Road	I-55 to Baseline Road	2 Lanes	4 Lanes
Baseline Road	Arsenal Road to Mississippi Avenue	2 Lanes	4 Lanes
Baseline Road	Mississippi Avenue to South Industrial	2 Lanes	2/3 Lanes
Mississippi Avenue	Baseline Rd. to CenterPoint Drive	2 Lanes	3 Lanes
Mississippi Avenue	CenterPoint Drive to IL Route 53	2 Lanes	2 Lanes
Walter Strawn Drive	Baseline Road to Deer Run Drive	2 Lanes	2/3 Lanes
Walter Strawn Drive	Deer Run Drive to IL Route 53	--	3 Lanes
CenterPoint Drive	Mississippi Avenue to Walter Strawn Drive	--	3 Lanes
Future Industrial Park Road	Mississippi Avenue to Walter Strawn Drive	--	3 Lanes
Diagonal Road	Walter Strawn Road to Hoff Road	2 Lanes	2 Lanes
Deer Run Drive (aka Park Road)	Mississippi Avenue to Walter Strawn Road	--	2 Lanes
South Industrial Park Road	Auto Yard Entrance to Baseline Road	--	2 Lanes
Manhattan Road	Baseline Road to Chicago Avenue	2 Lanes	2 Lanes

See **Exhibit 2-1** for an overview of all proposed infrastructure improvements. See **Exhibit 4** for the total traffic volumes upon which the proposed improvements were based.

Bridge and Grade Separation Improvements

Arsenal Road Bridge: Due to the anticipated delays along Arsenal Road caused by the at-grade crossing with the BNSF mainline railroad tracks, it was determined that this crossing should be grade separated. This new bridge along Arsenal Road will span the three BNSF tracks and will also replace the existing bridge over Jackson Creek.

Baseline Road Bridge: The existing Baseline Road Bridge over Jackson Creek will not be able to handle the increase in traffic projected for Baseline Road. Therefore a new structure will be constructed, spanning Jackson Creek and providing grade separation for a possible multiuse path underneath the road that would follow along bank of the Creek.

South Industrial Park Road Bridge: Rail traffic exiting the LPC on its way to the BNSF mainline will be traveling very slowly; the resulting delays for truck and automobile traffic on South Industrial Park Road would be significant. Therefore it was determined that South Industrial Park Road should be grade separated over the Loop Tracks.

E. CONCLUSION

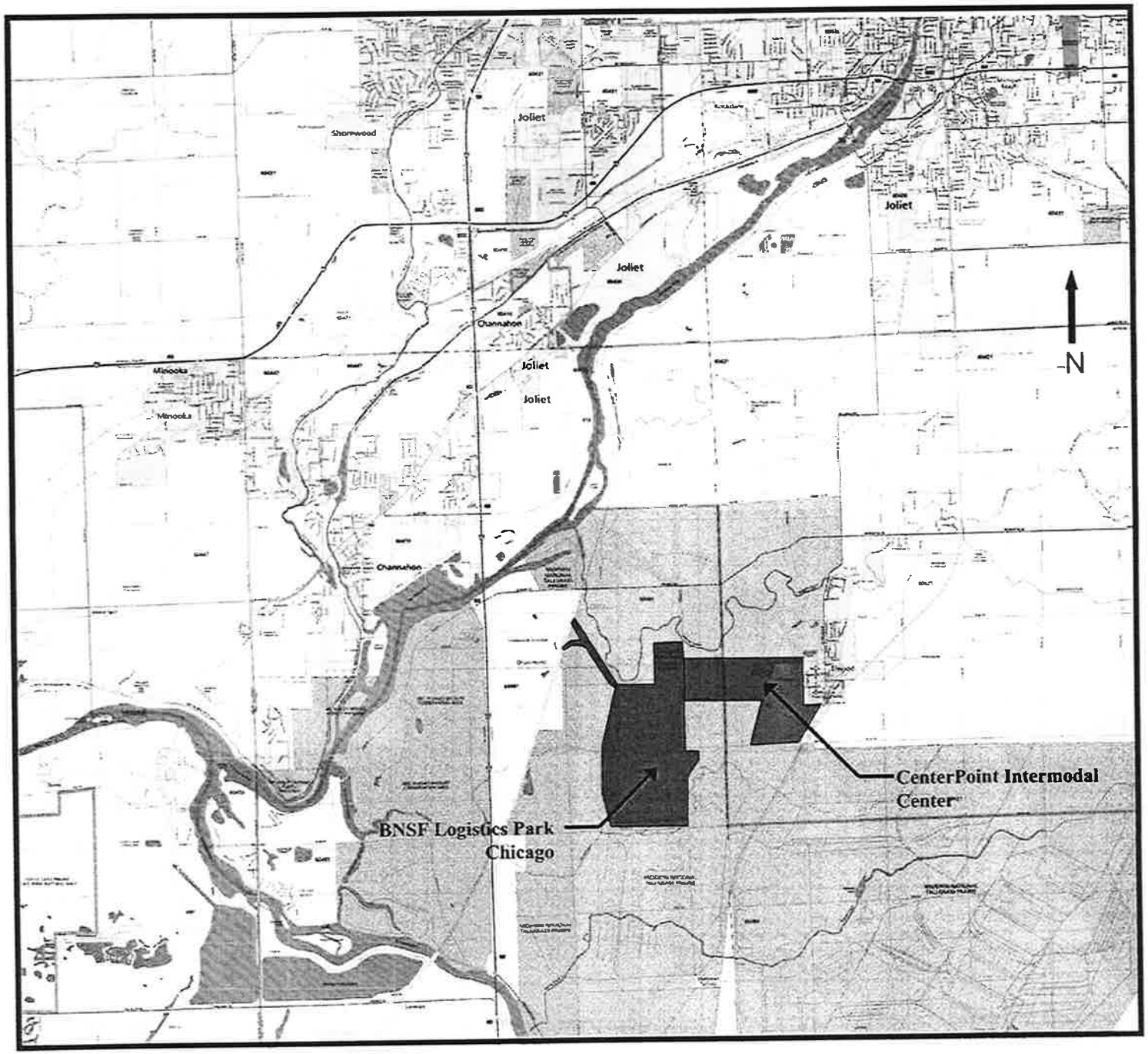
Based on the analysis conducted by TranSystems Corporation, the traffic generated by the proposed development will have the following impacts on the area's roadway network:

- The traffic generated by the 6,20 acre intermodal facility, 730 acre industrial park, power, water, and waste water treatment plants and commercial and retail development will require major improvements to the surrounding infrastructure including nearly 20 miles of roadway reconstruction and rehabilitation, three new bridges, and a new interchange.

- The intersections at Arsenal Road / Baseline Road, Baseline Road / Mississippi Avenue, Illinois Route 53 / Manhattan Road, Illinois Route 53 / Mississippi Avenue, Illinois Route 53 / Walter Strawn Drive require traffic signals to function at an acceptable level of service.

- A grade separation will be required along Arsenal Road at the BNSF railroad crossing to eliminate excessive delays. A single overpass can be used to cross both the BNSF railroad and Jackson Creek.

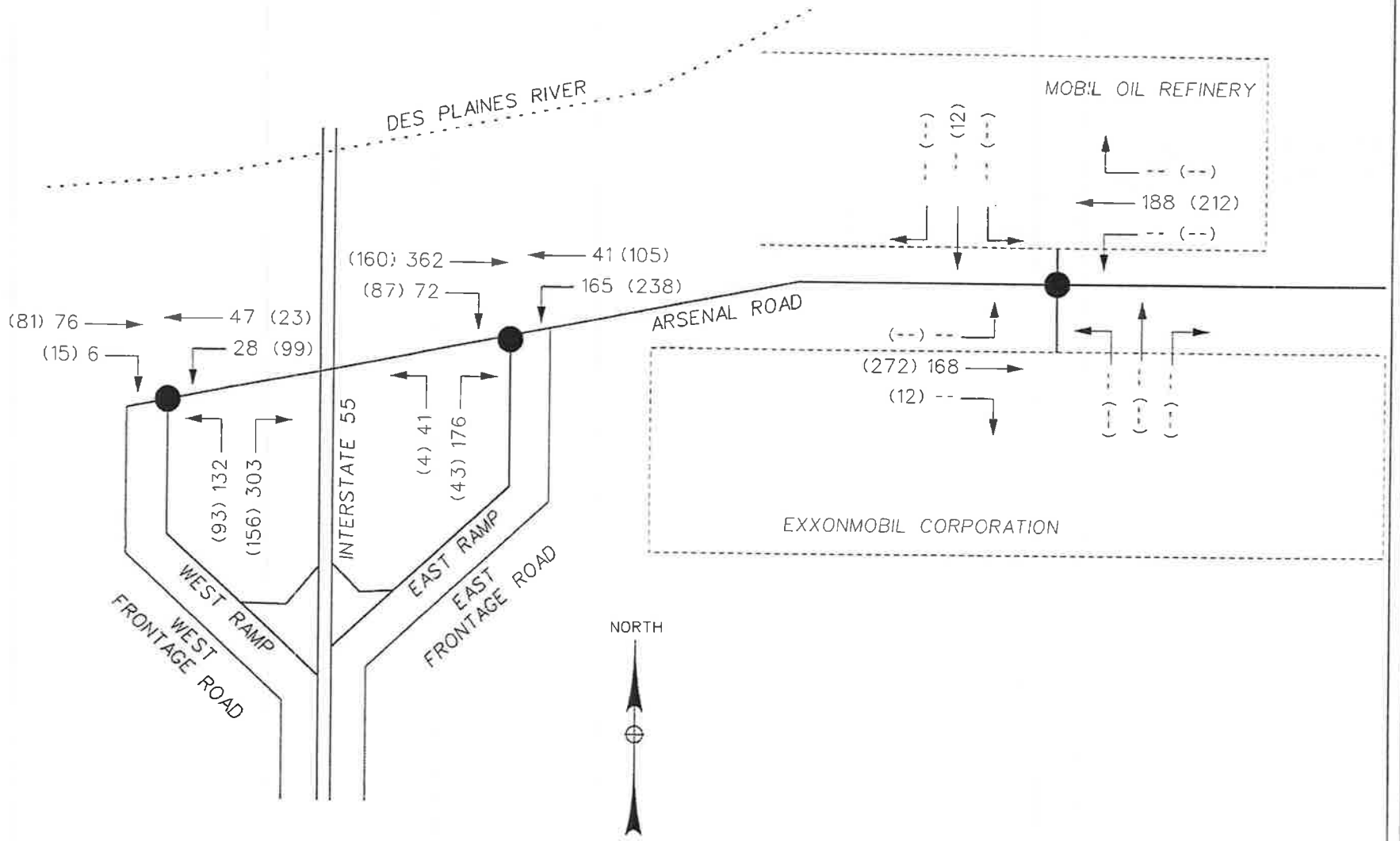
- The timing for these roadway, intersection, interchange and signalization improvements is dependent on the build-out and usage of the industrial park and intermodal/railroad facility.



JOLIET ARSENAL DEVELOPMENT

EXHIBIT 1

LOCATION MAP



LEGEND	
XX	WEEKDAY A.M. PEAK HOUR (7:30 A.M. - 8:30 A.M.)
(XX)	WEEKDAY P.M. PEAK HOUR (5:00 P.M. - 6:00 P.M.)
--	LESS THAN 5 VEHICLES

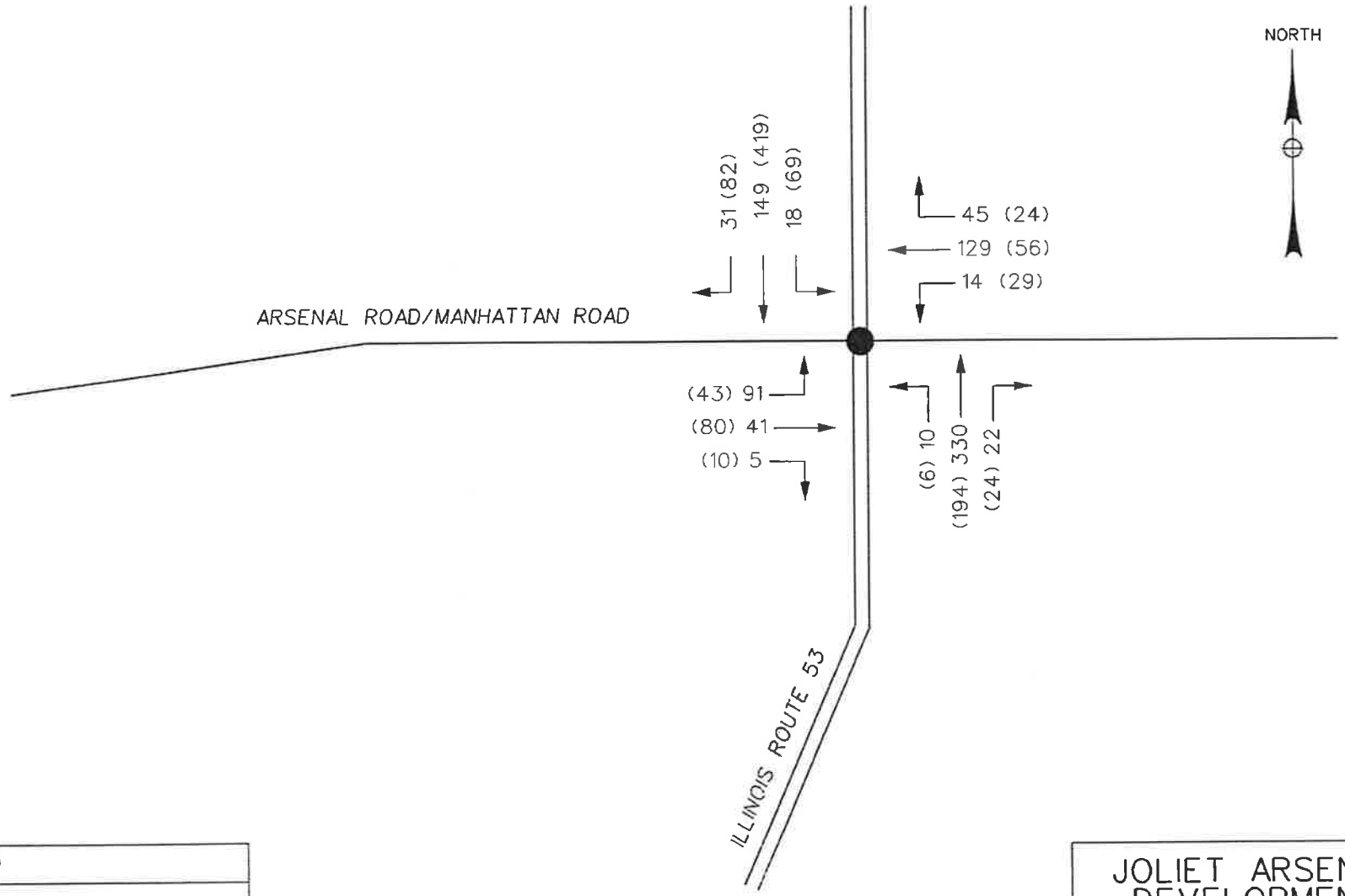
JOLIET ARSENAL DEVELOPMENT

EXHIBIT 3-1

PREDEVELOPMENT TRAFFIC
ARSENAL ROAD /
I-55 & EXXONMOBIL

MAY 1999

G:\CHO3\005\3\REPORT\NEW REPORT\EXHIBIT 3.DGN



LEGEND	
XX	WEEKDAY A.M. PEAK HOUR (7:30 A.M. - 8:30 A.M.)
(XX)	WEEKDAY P.M. PEAK HOUR (5:00 P.M. - 6:00 P.M.)
--	LESS THAN 5 VEHICLES

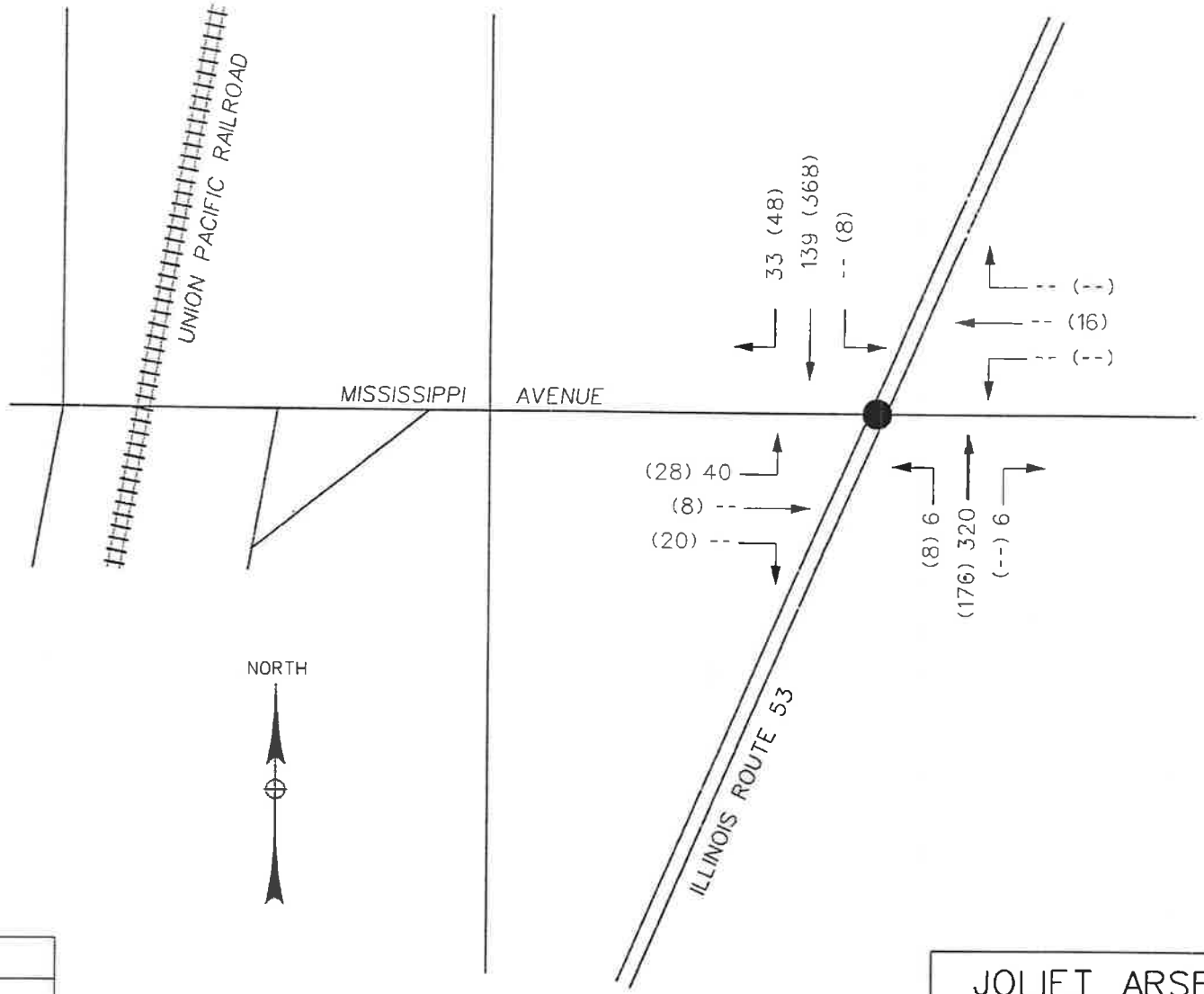
JOLIET ARSENAL DEVELOPMENT

EXHIBIT 3-2

PREDEVELOPMENT TRAFFIC
MANHATTAN ROAD /
ILLINOIS ROUTE 53

MAY 1999

G:\CHO3\003\REPORT\NEW REPORT\EXHIBIT 3.DGN



LEGEND	
XX	WEEKDAY A.M. PEAK HOUR (7:30 A.M. - 8:30 A.M.)
(XX)	WEEKDAY P.M. PEAK HOUR (5:00 P.M. - 6:00 P.M.)
--	LESS THAN 5 VEHICLES

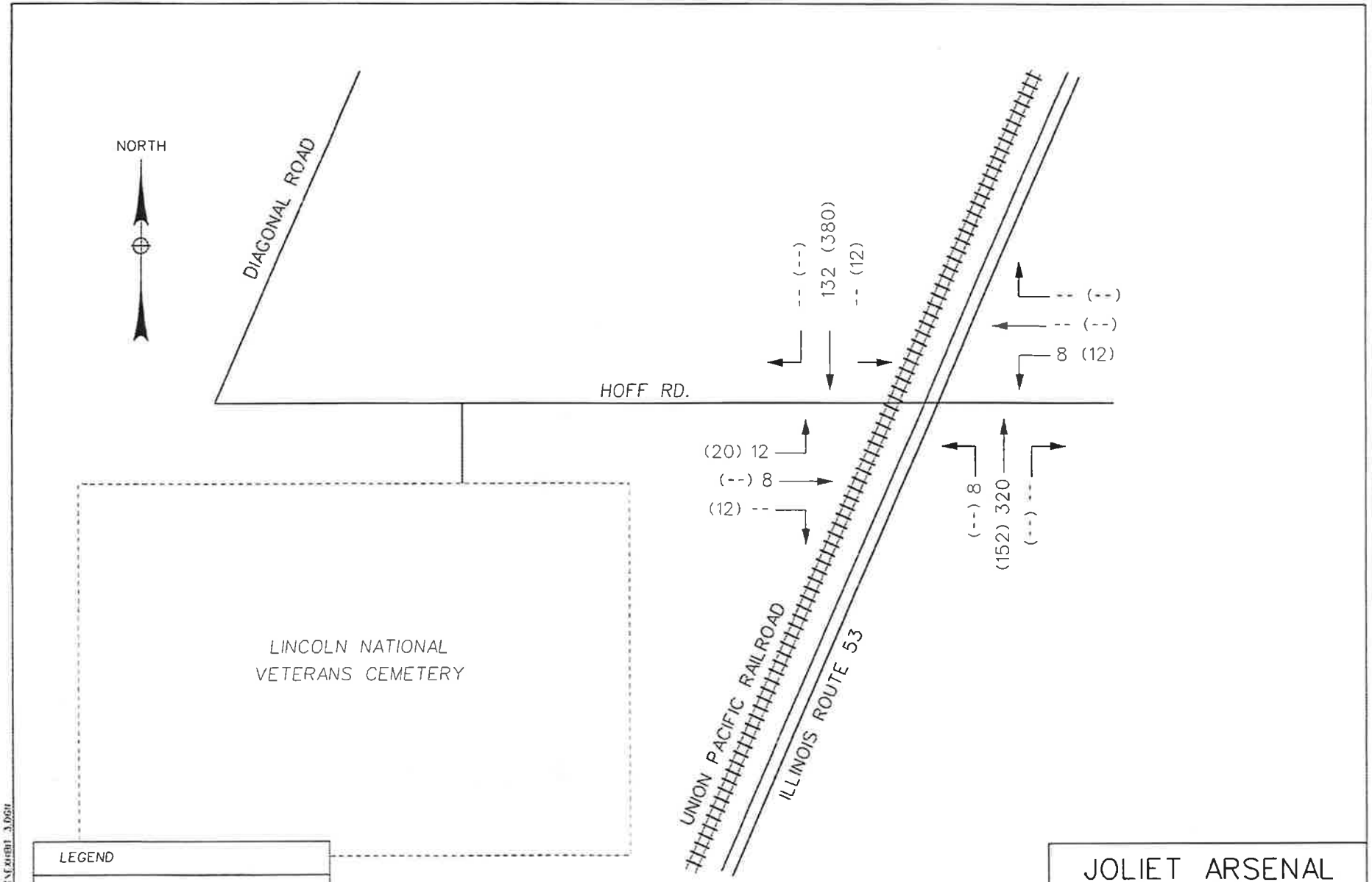
JOLIET ARSENAL DEVELOPMENT

EXHIBIT 3-3

PREDEVELOPMENT TRAFFIC
MISSISSIPPI AVENUE /
ILLINOIS ROUTE 53

MAY 1999

G:\CHO3\005\REPORT\NEW REPORT\EXHIBIT 3.DGN



LEGEND

XX	WEEKDAY A.M. PEAK HOUR (7:30 A.M. - 8:30 A.M.)
(XX)	WEEKDAY P.M. PEAK HOUR (5:00 P.M. - 6:00 P.M.)
--	LESS THAN 5 VEHICLES

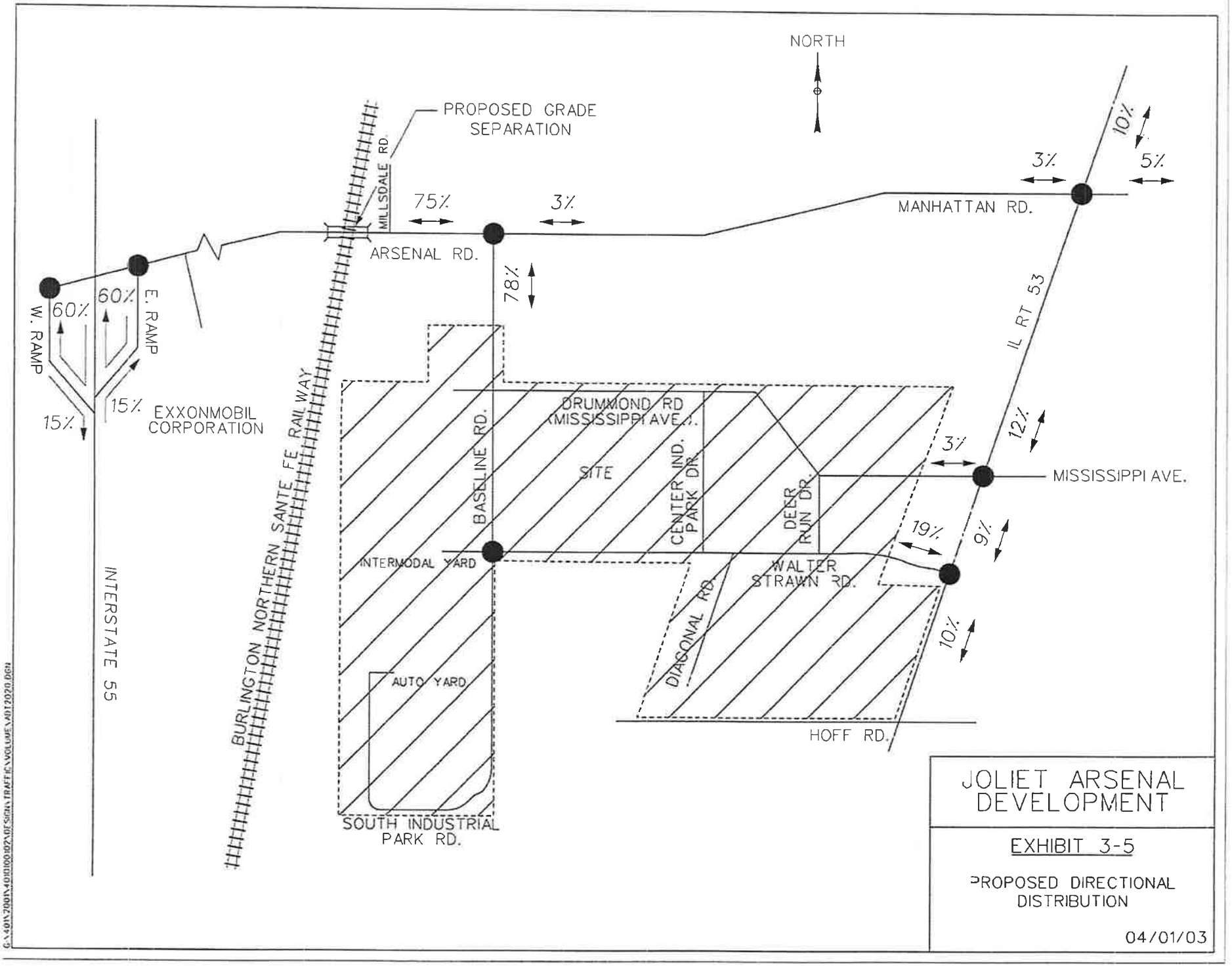
JOLIET ARSENAL DEVELOPMENT

EXHIBIT 3-4

PREDEVELOPMENT TRAFFIC
HOFF ROAD /
ILLINOIS ROUTE 53

MAY 1999

G:\CHICAGO\005\SAFEPORT\NEW REPORT\Exhibit 3.DGN



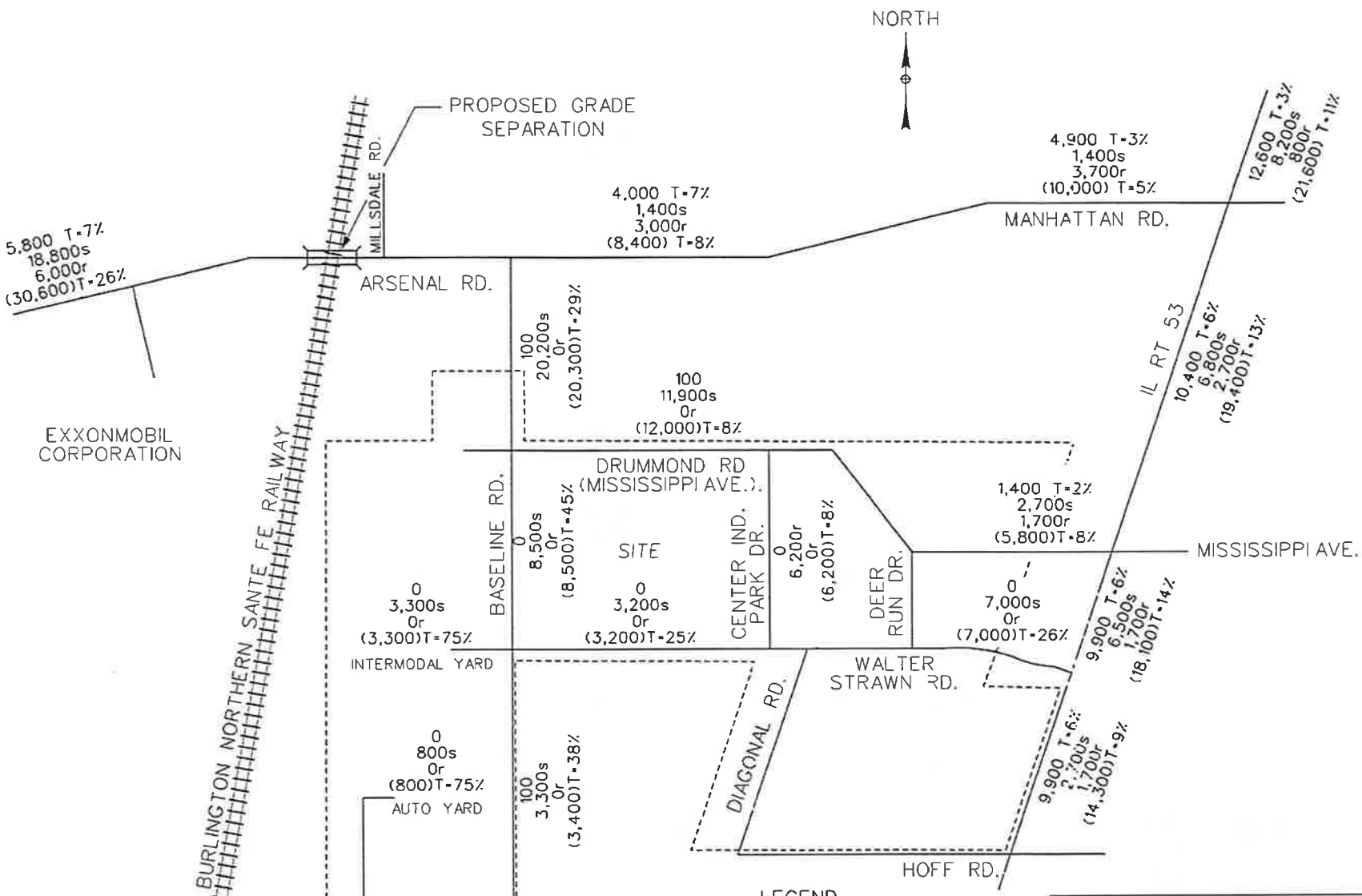
JOLIET ARSENAL DEVELOPMENT

EXHIBIT 3-5

PROPOSED DIRECTIONAL DISTRIBUTION

04/01/03

G:\401\2001\401010002\DESIGN\TRAFFIC\VOLUME\401T2020.DGN



LEGEND

EXISTING ADT (1999) - XXX
SITE GENERATED - XXXXs
REGIONAL GROWTH - XXXXr
PROJECTED 2020 ADT - (XXX)
TRUCK PERCENTAGE - T=XX%

JOLIET ARSENAL DEVELOPMENT

EXHIBIT 4

AVERAGE DAILY TRAFFIC MAP

04/01/03

G:\401\2001\40901002\DESIGN\TRAFFIC\VOLUME\4012020.DGN

CHICAGO AREA TRANSPORTATION STUDY 300 West Adams Street Chicago, Illinois 60606 (312) 793-3456 Fax (312) 793-3481

June 20, 2001

Mr. Gian G. Ricco
TranSystems Corporation
1051 Perimeter Drive, Suite 1025
Schaumburg, Illinois 60173-5058

Subject: Joliet Arsenal Redevelopment Project, Elwood, Illinois

Dear Mr. Ricco:

In response to your request dated June 18, 2001, we concur with your revised year 2020 average daily traffic projections for the subject location.

As discussed, we are interested in the site trip generation data that has been developed for the phases of the project. This will be useful in the development of our 2030 Regional Transportation Plan.

This response is intended as an addendum to our letter dated February 27, 2001. If you have any questions, please call me at (312) 793-3478.

Sincerely,

Mark S. Thomas, P.E.
Chief Transportation Engineer

M:\Operations\OperationsAnalysis\Forecasts\2001response\Wl-01a01.doc

TRANSYSTEMS CORPORATION

June 18, 2001

Mr. Aristide E. Biciunas
Executive Director
Chicago Area Transportation Study
300 West Adams Street, Second Floor
Chicago, IL 60602

Attention: Mr. Mark Thomas

Reference: Joliet Arsenal Redevelopment Project
Elwood, Illinois

Dear Mr. Thomas:

Based on continued discussions with Will County and IDOT, we have revised the projected 2020 Average Daily Traffic Volumes (ADT) for the referenced project and we request your approval of the changes. The most recent revisions are a result of additional existing ADT count information for IL Route 53 provided by IDOT.

Our revised summary of projected ADT for the eleven (11) roadway segments included in this project is shown below. The numbers in bold have been modified from the previous submittal.

	Route	Location	1999 ADT	Site Traffic	C.A.T.S. Regional Traffic Increases	Joliet Arsenal 2020 ADT
1.	IL Route 53	South of E. Access Rd.	**9,900**	2,700	1,700	**14,300**
2.	IL Route 53	North of E. Access Rd.	**9,900**	6,500	1,700	**18,100**
3.	IL Route 53	North of Mississippi Ave.	**10,400**	6,800	2,700	**19,400**
4.	IL Route 53	North of Manhattan Rd.	**12,600**	8,200	800	**21,600**
5.	Arsenal Road	West of Baseline Rd.	5,800	**18,800**	6,000	**30,600**
6.	Arsenal Road	East of Baseline Rd.	4,000	1,400	3,000	8,400
7.	Arsenal Road	West of IL Route 53	4,900	1,400	3,700(1)	10,000
8.	East Access Rd.	West of IL Route 53	0	7,000	0	7,000
9.	Mississippi Ave.	West of IL Route 53	1,400	2,700	1,700(2)	5,800
10.	Baseline Rd.	South of Arsenal Rd.	100	20,200	0	20,200
11.	Drummond Rd.	East of Baseline Rd.	100	11,900	0	11,900

1) Includes additional traffic as a result of growth east of IL Route 53 along Manhattan Rd.
2) Includes growth in existing traffic per the CATS letter along with additional traffic as a result of closing access to Chicago St.

1051 Perimeter Drive, Suite 1025 • Schaumburg, Illinois 60173-5058 • Phone: (847) 605-9600 Fax: (847) 605-9610

We have revised Exhibit A, which identifies the existing (1999) and projected (2020) ADT's.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

TranSystems Corporation

Gian G. Ricco

cc: Mr. Sheldon Latz, P.E., P.L.S. (Will County)
Mr. Steve Ponder, P.E. (IDOT)

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:32 AM
To: Julie Friebele
Subject: FW: Traffic Impact Study - B&W Comments
Attachments: 11022017_CBP TIS_B&W Review.pdf

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: engineering [mailto:engineering@villageofelwood.com]
Sent: Wednesday, November 08, 2017 10:30 AM
To: Tom George <tgeorge@northpointkc.com>
Cc: Sjogren, Tim <Tim.Sjogren@kimley-horn.com>; Marian Gibson <marian.gibson@villageofelwood.com>
Subject: Traffic Impact Study - B&W Comments

Tom:

Attached please find the Baxter & Woodman review comments to the Traffic Impact Study. If there are questions regarding the comments, please let me know.

Thank you
Jim Sparber

BAXTER & WOODMAN
Consulting Engineers

TECHNICAL MEMORANDUM

DATE: November 6, 2017

TO: Jim Sparber, Village Engineer

FROM: Jason J. Fluhr, PE, PTOE / Bijan Vafaei

SUBJECT: Traffic-related Impacts of the Proposed Compass Business Park (CBP) Development within CenterPoint Intermodal Center in Elwood, IL

Introduction

The purpose of this memorandum is to review the Traffic Impact Study report prepared by Kimley-Horn, under direction from NorthPoint Development, for the proposed development of Compass Business Park (CBP), near the Village of Elwood.

The CBP proposed development will be on the east side of Illinois Route 53 and the east side of Elwood, IL. The proposed development includes approximately 27.3 million square feet of industrial warehouse/distribution use, 955,000 square feet of manufacturing space, and 160,000 square feet of various commercial uses. CBP is anticipated to generate significant truck traffic which will cause impacts to the surrounding intersections and roadway segments within the area. Several infrastructure improvements are currently planned within the study area in order to mitigate existing capacity issues and accommodate future traffic growth and development.

Below are our comments/suggestions/questions on the Kimley-Horn TIS report:

- As it's a major development over 10 years of construction, it would be beneficial if phase by phase traffic volume growth coupled with phase by phase development is considered and explained. This would help with determining when and which infrastructure improvements are needed. There is currently only two scenarios (2017 Full build and 2040 Full build); however, based on the construction phases which are already determined, five year increments would be informative for both the Village, and the developer.

- Other existing development's growth rates, such as BNSF Logistics Park, CenterPoint and Elwood Intermodal Port, in combination or separately, do not appear to be considered in this report - just traffic growth overall. Also, more explanation is required regarding the assumptions that may have been made under the Background Traffic Growth analysis. Specifically, explain how items such as the number of lifts in the rail yard, the number of incoming trains, the number of employees, and any other known future developments were included in the analysis. It seems necessary to consider growth at other properties near CBP which will add to the traffic around or generated from the Compass Business Park.

- On page 17 (PDF), adding an Existing Year 2017 Truck-only Traffic Volumes would be informative after Exhibit 2.

- On page 20 and 57 (PDF), it would be informative to show the individual movement's delays and LOS's at the signalized intersections. (12 rows at maximum instead of four rows for each signalized intersection). This would help to pinpoint and prioritize the areas that need improvements the most.

- For internal capture, a discount makes sense, however 10% seems arbitrary. How many trips does 10% represent compared with amount of on-site internal traffic? Please explain the logic behind a 10% internal capture.

- For pass by traffic, assumptions are made where ITE Trip Generation is silent, without any justification for those assumptions. For example, for the Pharmacy/Drugstore with drive-through, ITE does not provide data for the morning peak hour. What is the logic for assuming the same 49% pass through for the evening peak hour applies to the AM hour? It seems most pass by traffic would be in the PM peak hour on the way home from work rather than in the AM peak hour on the way to work.

- On page 28 (PDF), it's assumed that 40% of trucks will leave the study area using EIP road to the north and the 60% using Arsenal Road to the west. The assumption seems to be driven by the existing traffic volume, but explanation would be required to support the reason why the new trips will follow this same distribution. It generally makes sense to just go off of existing truck patterns, but more explanation would be helpful.

- An adjustment has been applied to the CMAP traffic projects, but what this adjustment was or rational for the adjustment isn't apparent in the report. An explanation is needed for the input provided to the CMAP and process of adjusting peak hour volume to ADT. Also, including a general explanation of CMAP's process using GOTO 2040 and CMAP 2040 to determine increases in traffic is needed to ensure future traffic counts consider all of the ways the proposed development will increase traffic volumes. This includes; direct generated trips, social-economic impacts, increasing employment rates, land use, etc. It seems like this most important part of the report because infrastructure improvements need to be designed to handle traffic in year 2040 and therefore needs more explanation and description as to how these numbers were generated.

- On page 37 (PDF), the growth model results seem reasonable almost everywhere (such as US 52, or IL 53), except for EIP road which seems on the low side. Under the assumption of no further developments in the study area, there should still be some traffic growth at a standard increase of approximately 2% each year when we have no information. However, CMAP output was just 0.6% and 1.3% annual growth at EIP Road north of Arsenal Road (without and with Houbolt Bridge, respectively). EIP Road is the route to which 40% of truck volume will be assigned to it to leave the study area, therefore, the increase in traffic elsewhere over time should be appropriately reflected on this road.

- Table 3.5 -Several intersections have LOS E or F for some of the movements after year 2017 build traffic is added to existing traffic and proposed improvements are in place. The report attempts to justify the LOS F for westbound and southbound left turn lanes at the intersection of EIP Road / Arsenal Road by pointing out that existing LOS for those movements at those

intersections are similar to existing conditions. Please provide delay and LOS for all movements so we can evaluate how similar the existing and proposed delays are. What improvements would be needed to achieve LOS D or better for these left turn lanes?

- Table 3.5 – the intersections of EIP/Mississippi, EIP/Water Strawn/BNSF, IL 53/Manhattan, IL 53/Tehle, IL 53/Mississippi, IL 53/Hoff, and Rowell/Manhattan all have LOS E or worse for at least one movement. Existing conditions for all movements at all of the above intersections are LOS D or better, representing a decrease in LOS from existing conditions, yet no mitigation improvements are offered to address this service reduction. Please discuss improvements that would be needed to achieve LOS D or better for all movements and explain why these improvements are or are not appropriate.

- Same comments apply for 2040 build out LOS analysis. The report suggests that alternate mitigation options may need to be considered at several intersections but what would those be and what would the resulting LOS be? The report also states that available ROW limits options for improvements. Why can't ROW be acquired to make necessary improvements?

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:30 AM
To: Julie Friebele
Subject: FW: Manhattan/Elwood Joint Resolution
Attachments: doc08014120171122164155.pdf

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Mr. Mayor [mailto:mayor@VillageOfManhattan.org]
Sent: Wednesday, November 22, 2017 3:38 PM
To: marian.gibson@villageofelwood.com
Subject: FW: Manhattan/Elwood Joint Resolution

Marian,
I originally had the wrong address for you.

Mayor James M. Doyle
Village of Manhattan
260 Market Place
Manhattan, IL 60442

From: Mr. Mayor
Sent: Wednesday, November 22, 2017 3:35 PM
To: 'mayor.matichak@villageofelwood.com'
Cc: Michael Naughton; Kevin Sing; 'mgibson@villageofelwood.com'
Subject: Manhattan/Elwood Joint Resolution

Todd,
Please see the attached letter requesting a meeting to discuss the Northpoint Project.

Mayor James M. Doyle
Village of Manhattan
260 Market Place
Manhattan, IL 60442

MEMORIES WITH PROGRESS
MANHATTAN, ILLINOIS
Incorporated in 1886

Village of Manhattan

260 Market Place, Manhattan, Illinois 60442 • Phone: (815) 418-2100
www.villageofmanhattan.org

VIA: Email mayor.matichak@villageofelwood.com

November 22, 2017

Village of Elwood
Mayor Todd Matichak
401 East Mississippi Ave
Elwood, IL 60421

RE: Manhattan/Elwood Joint Resolution

Mayor Matichak,

With the adoption of the attached joint resolution by our respective boards, I would like to schedule a meeting of our communities' negotiating teams. This meeting will be to discuss the Northpoint Development project as presented on their website www.cbpark.com. According to Northpoint Development's website, they are proposing a 2200 acre project that span's our communities agreed to boundary line.

Both Village Boards have agreed to work together in the spirit of cooperation in order to evaluate and regulate the project. Some of the specific areas I would like to discuss include:

- Landscape requirements for screening and buffering
- Building materials and design standards
- Infrastructure construction standards
- Sewer and water infrastructure needs and requirements
- Traffic access points, routing, and patterns for the different types of vehicles, IE. Employees, mail, deliveries, trucks.
- Offsite roadway improvements
- Ownership and maintenance responsibilities of improvements
- Tax structure and incentives.

We are available to meet in the afternoon of December 4th or 5th at the Manhattan Village Hall, 260 Market Place, Manhattan, IL 60442. Please contact me so that we may coordinate the scheduling of this meeting.

Sincerely,

Jamie Doyle
Mayor of Manhattan

Cc: Michael Naughton, Village of Manhattan
Kevin Sing, Village of Manhattan
Marian Gibson, Village of Elwood

RESOLUTION NO. 2017-2018-03

JOINT RESOLUTION OF THE VILLAGE OF ELWOOD AND VILLAGE OF MANHATTAN REGARDING PROJECTS SPANNING THE BOUNDARY LINE ESTABLISHED BY THE INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT DATED NOVEMBER 15, 2006

WHEREAS, the Village of Manhattan, an Illinois Home Rule Municipal Corporation, Will County, Illinois, and the Village of Elwood, an Illinois Home Rule Municipal Corporation, Will County, Illinois, have entered into an "Intergovernmental Jurisdictional Boundary Line Agreement" dated November 15, 2006 (hereinafter the "Boundary Agreement") with both municipalities recognizing that the observance of the boundary line in future annexations will serve the best interest of the two communities; and

WHEREAS, in the Boundary Agreement, Manhattan and Elwood further acknowledged that the territory between their corporate boundaries is a rapidly developing area in which issues related to utility service, open space conservation, flood control, population density, ecological and economic impact, and multi-purpose developments are ever-increasing both in number and complexity; and

WHEREAS, there is currently a development which has been proposed which would span the Boundary Line; and

WHEREAS, in the spirit of cooperation established by the Boundary Agreement, the Corporate Authorities of both Manhattan and Elwood hereby recognize the unique impact of any proposed development of property that would span both sides of the Boundary Line established by the Boundary Agreement and create opportunities for mutual cooperation and planning that is in the best interest of the respective citizens of both Manhattan and Elwood; and

WHEREAS, both municipalities recognize that the Boundary Agreement prohibits each municipality from exercising or attempting to exercise or enforce any zoning ordinance, subdivision control, planning control, official map, or other municipal authority or ordinances within the area designated to the other in the Boundary Agreement, and provides that in the event of a third party request for an annexation, which would have the effect of changing the Boundary Line, each municipality will consider the annexation and not oppose the annexation only where a mutual agreement between the municipalities may be reached. Where a mutual agreement may not be reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation which would have the effect of changing the Boundary Line; and

WHEREAS, the Corporate Authorities of Manhattan and Elwood now wish to reaffirm the terms and provisions of the Boundary Agreement and to express in this

Resolution a commitment to cooperate and fully disclose any proposed projects that would span both sides of the Boundary Line.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, WILL COUNTY, ILLINOIS, AND THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS, PURSUANT TO THEIR STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1. The Village President and Board of Trustees of Manhattan and Elwood hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. Manhattan and Elwood hereby reaffirm the terms and provisions in the Boundary Agreement. Nothing herein shall be deemed a modification of the Boundary Agreement, and the Boundary Agreement shall continue in full force and effect for all purposes set forth therein.

SECTION 3. For those projects that would span the Boundary Line, the Corporate Authorities of Manhattan and Elwood agree to the following:

A. The respective elected and officials and Staff of both Manhattan and Elwood will work together in a spirit of cooperation in order to evaluate and regulate the projects, keeping in mind the best interest of their respective citizens;

B. This cooperation shall include the sharing of all information related to the respective project, including but not limited to all information provided by the developer or landowner, and any studies, reports, analysis, objections, presentations or other documents whether prepared by the developer or landowner or the respective Village;

C. Timely notice shall be given to the respective Village Administrative Staffs of any such proposed projects, including notice of the filing of any applications and notice of any published meetings, public hearings or committee meetings where the project will be discussed or considered ("Municipal Actions"); and

D. Neither Manhattan nor Elwood will plan any utilities, including sewer or water facilities, roads, or stormwater drainage facilities, or consider a plan from a third-party on the other municipality's side of the Boundary Line, without express written consent of the other municipality.

E. Both Manhattan and Elwood will immediately notify the developer of a project that spans the Boundary Line and this Joint Resolution and will direct the developer to present its project to the other municipality prior to Municipal Actions.

SECTION 4. Manhattan and Elwood will continue in good faith to discuss an extension of the Boundary Agreement.

SECTION 5. Each Section and part thereof of this Resolution is deemed to be severable, and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 6. All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

(signature pages to follow)

PRESENTED and passed by the Board of Trustees on a roll call vote on the 1st day of November, 2017:

NAME	AYE	NAY	ABSENT	ABSTAIN
Trustee Jasen Melahn	✓			
Trustee Doug Jenco	✓			
Trustee Mary Matichak	✓			
Trustee Dean Lowrance	✓			
Trustee Darryl P. Lab	✓			

APPROVED this 1st day of November, 2017.

Todd C Matichak

Todd C. Matichak, Village President

ATTEST:

Julie Friebele

Julie Friebele, Village Clerk

Passed: November 1, 2017
Approved: November 1, 2017
Published: November 1, 2017

PRESENTED and passed by the Board of Trustees on a roll call vote on the 17 day of October, 2017 with 6 Trustees voting AYE, 0 voting NAY, 0 ABSTAINING and 0 ABSENT, President Doyle voting ____; said vote being: Beemsterboer AYE, Reeves AYE, Doyle AYE, Biscan AYE, McDonough AYE, and Naughton AYE.

Mattie Becker, Village Clerk

APPROVED this 17 day of October, 2017.

James M. Doyle, President of the Board of Trustees of the Village of Manhattan

ATTEST:

Mattie Becker, Village Clerk

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:26 AM
To: Julie Friebele
Subject: FW: Compass Business Park Rezoning Application

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Ian McDonald [mailto:imcdonald@northpointkc.com]
Sent: Friday, December 01, 2017 11:23 AM
To: Marian Gibson <marian.gibson@villageofelwood.com>; julie.friebele@villageofelwood.com
Cc: Tom George <tgeorge@northpointkc.com>; Patrick@northpointkc.com
Subject: Compass Business Park Rezoning Application

Please see link below for completed application for Compass Business Park. Please confirm receipt at your earliest convenience. Thank you.

https://drive.google.com/drive/folders/1-H5ZhQSILanyJNCVFmNhXHOs75fwX9ce?usp=sharing

Sincerely,

Ian McDonald | General Counsel/Project Manager

NorthPoint

NorthPoint Development
d: 816.384.2292 | m: 785.218.6583
4825 NW 41st Street, Suite 500
Riverside, MO 64150
www.beyondthecontract.com

Please note that our address has changed!

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:23 AM
To: Julie Friebele
Subject: FW: Manhattan/Elwood Joint Resolution
Attachments: doc08014120171122164155.pdf

foia

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Kevin Sing [mailto:ksing@VillageOfManhattan.org]
Sent: Monday, December 04, 2017 11:57 AM
To: mayor.matichak@villageofelwood.com; Marian Gibson (marian.gibson@villageofelwood.com) <marian.gibson@villageofelwood.com>
Cc: Mr. Mayor <mayor@VillageOfManhattan.org>
Subject: FW: Manhattan/Elwood Joint Resolution

Todd and Marian,
To date, we have heard no response on this request. Now that petitions have been filed and a hearing date has been scheduled for December 19th, time is of the essence for this meeting. Please advise on your availability.

Sincerely,
Kevin Sing, Village Administrator
260 Market Place
Manhattan, IL 60442
P: 815-418-2051
F: 815-478-5103

From: Mr. Mayor
Sent: Wednesday, November 22, 2017 3:35 PM
To: mayor.matichak@villageofelwood.com
Cc: Michael Naughton; Kevin Sing; mgibson@villageofelwood.com
Subject: Manhattan/Elwood Joint Resolution

Todd,
Please see the attached letter requesting a meeting to discuss the Northpoint Project.

Mayor James M. Doyle
Village of Manhattan
260 Market Place

Manhattan, IL 60442

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 9:22 AM
To: Julie Friebele
Subject: FW: Manhattan/Elwood Joint Resolution
Attachments: doc08014120171122164155.pdf

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Marian Gibson [mailto:marian.gibson@villageofelwood.com]
Sent: Monday, December 04, 2017 12:03 PM
To: 'Ian McDonald' <imcdonald@northpointkc.com>; 'Patrick Robinson' <probinson@northpointkc.com>
Cc: kcarlson@tracylawfirm.com
Subject: FW: Manhattan/Elwood Joint Resolution

Ian,
Please prepare a response as requested and respond prior to Wednesday, December 6th.
Thank you,

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Kevin Sing [mailto:ksing@VillageOfManhattan.org]
Sent: Monday, December 04, 2017 11:57 AM
To: mayor.matichak@villageofelwood.com; Marian Gibson (marian.gibson@villageofelwood.com) <marian.gibson@villageofelwood.com>
Cc: Mr. Mayor <mayor@VillageOfManhattan.org>
Subject: FW: Manhattan/Elwood Joint Resolution

Todd and Marian,

To date, we have heard no response on this request. Now that petitions have been filed and a hearing date has been scheduled for December 19th, time is of the essence for this meeting. Please advise on your availability.

Sincerely,
Kevin Sing, Village Administrator
260 Market Place
Manhattan, IL 60442
P: 815-418-2051
F: 815-478-5103

From: Mr. Mayor
Sent: Wednesday, November 22, 2017 3:35 PM
To: mayor.matichak@villageofelwood.com
Cc: Michael Naughton; Kevin Sing; mgibson@villageofelwood.com
Subject: Manhattan/Elwood Joint Resolution

Todd,
Please see the attached letter requesting a meeting to discuss the Northpoint Project.

Mayor James M. Doyle
Village of Manhattan
260 Market Place
Manhattan, IL 60442

MEMORIES WITH PROGRESS
MANHATTAN, ILLINOIS
Incorporated in 1886

Village of Manhattan

260 Market Place, Manhattan, Illinois 60442 • Phone: (815) 418-2100
www.villageofmanhattan.org

VIA: Email mayor.matichak@villageofelwood.com

November 22, 2017

Village of Elwood
Mayor Todd Matichak
401 East Mississippi Ave
Elwood, IL 60421

RE: Manhattan/Elwood Joint Resolution

Mayor Matichak,

With the adoption of the attached joint resolution by our respective boards, I would like to schedule a meeting of our communities' negotiating teams. This meeting will be to discuss the Northpoint Development project as presented on their website www.cbpark.com. According to Northpoint Development's website, they are proposing a 2200 acre project that span's our communities agreed to boundary line.

Both Village Boards have agreed to work together in the spirit of cooperation in order to evaluate and regulate the project. Some of the specific areas I would like to discuss include:

- Landscape requirements for screening and buffering
- Building materials and design standards
- Infrastructure construction standards
- Sewer and water infrastructure needs and requirements
- Traffic access points, routing, and patterns for the different types of vehicles, IE. Employees, mail, deliveries, trucks.
- Offsite roadway improvements
- Ownership and maintenance responsibilities of improvements
- Tax structure and incentives.

We are available to meet in the afternoon of December 4th or 5th at the Manhattan Village Hall, 260 Market Place, Manhattan, IL 60442. Please contact me so that we may coordinate the scheduling of this meeting.

Sincerely,

Jamie Doyle
Mayor of Manhattan

Cc: Michael Naughton, Village of Manhattan
Kevin Sing, Village of Manhattan
Marian Gibson, Village of Elwood

RESOLUTION NO. 2017-2018-03

JOINT RESOLUTION OF THE VILLAGE OF ELWOOD AND VILLAGE OF MANHATTAN REGARDING PROJECTS SPANNING THE BOUNDARY LINE ESTABLISHED BY THE INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT DATED NOVEMBER 15, 2006

WHEREAS, the Village of Manhattan, an Illinois Home Rule Municipal Corporation, Will County, Illinois, and the Village of Elwood, an Illinois Home Rule Municipal Corporation, Will County, Illinois, have entered into an "Intergovernmental Jurisdictional Boundary Line Agreement" dated November 15, 2006 (hereinafter the "Boundary Agreement") with both municipalities recognizing that the observance of the boundary line in future annexations will serve the best interest of the two communities; and

WHEREAS, in the Boundary Agreement, Manhattan and Elwood further acknowledged that the territory between their corporate boundaries is a rapidly developing area in which issues related to utility service, open space conservation, flood control, population density, ecological and economic impact, and multi-purpose developments are ever-increasing both in number and complexity; and

WHEREAS, there is currently a development which has been proposed which would span the Boundary Line; and

WHEREAS, in the spirit of cooperation established by the Boundary Agreement, the Corporate Authorities of both Manhattan and Elwood hereby recognize the unique impact of any proposed development of property that would span both sides of the Boundary Line established by the Boundary Agreement and create opportunities for mutual cooperation and planning that is in the best interest of the respective citizens of both Manhattan and Elwood; and

WHEREAS, both municipalities recognize that the Boundary Agreement prohibits each municipality from exercising or attempting to exercise or enforce any zoning ordinance, subdivision control, planning control, official map, or other municipal authority or ordinances within the area designated to the other in the Boundary Agreement, and provides that in the event of a third party request for an annexation, which would have the effect of changing the Boundary Line, each municipality will consider the annexation and not oppose the annexation only where a mutual agreement between the municipalities may be reached. Where a mutual agreement may not be reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation which would have the effect of changing the Boundary Line; and

WHEREAS, the Corporate Authorities of Manhattan and Elwood now wish to reaffirm the terms and provisions of the Boundary Agreement and to express in this

Resolution a commitment to cooperate and fully disclose any proposed projects that would span both sides of the Boundary Line.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, WILL COUNTY, ILLINOIS, AND THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS, PURSUANT TO THEIR STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1. The Village President and Board of Trustees of Manhattan and Elwood hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. Manhattan and Elwood hereby reaffirm the terms and provisions in the Boundary Agreement. Nothing herein shall be deemed a modification of the Boundary Agreement, and the Boundary Agreement shall continue in full force and effect for all purposes set forth therein.

SECTION 3. For those projects that would span the Boundary Line, the Corporate Authorities of Manhattan and Elwood agree to the following:

A. The respective elected and officials and Staff of both Manhattan and Elwood will work together in a spirit of cooperation in order to evaluate and regulate the projects, keeping in mind the best interest of their respective citizens;

B. This cooperation shall include the sharing of all information related to the respective project, including but not limited to all information provided by the developer or landowner, and any studies, reports, analysis, objections, presentations or other documents whether prepared by the developer or landowner or the respective Village;

C. Timely notice shall be given to the respective Village Administrative Staffs of any such proposed projects, including notice of the filing of any applications and notice of any published meetings, public hearings or committee meetings where the project will be discussed or considered ("Municipal Actions"); and

D. Neither Manhattan nor Elwood will plan any utilities, including sewer or water facilities, roads, or stormwater drainage facilities, or consider a plan from a third-party on the other municipality's side of the Boundary Line, without express written consent of the other municipality.

E. Both Manhattan and Elwood will immediately notify the developer of a project that spans the Boundary Line and this Joint Resolution and will direct the developer to present its project to the other municipality prior to Municipal Actions.

SECTION 4. Manhattan and Elwood will continue in good faith to discuss an extension of the Boundary Agreement.

SECTION 5. Each Section and part thereof of this Resolution is deemed to be severable, and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 6. All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

(signature pages to follow)

PRESENTED and passed by the Board of Trustees on a roll call vote on the 1st day of November, 2017:

NAME	AYE	NAY	ABSENT	ABSTAIN
Trustee Jasen Melahn	✓			
Trustee Doug Jenco	✓			
Trustee Mary Matichak	✓			
Trustee Dean Lowrance	✓			
Trustee Darryl P. Lab	✓			

APPROVED this 1st day of November, 2017.

Todd C Matichak

Todd C. Matichak, Village President

ATTEST:

Julie Friebele

Julie Friebele, Village Clerk

Passed: November 1, 2017
Approved: November 1, 2017
Published: November 1, 2017

PRESENTED and passed by the Board of Trustees on a roll call vote on the 12 day of October, 2017 with 6 Trustees voting AYE, 0 voting NAY, 0 ABSTAINING and 0 ABSENT, President Doyle voting ____; said vote being: Beemsterboer AYE, Reeves AYE, Doyle AYE, Biscan AYE, McDonough AYE, and Naughton AYE.

Mattie Becker, Village Clerk

APPROVED this 12 day of October, 2017.

James M. Doyle, President of the Board of Trustees of the Village of Manhattan

ATTEST:

Mattie Becker, Village Clerk

Julie Friebele

From: Marian Gibson
Sent: Monday, December 11, 2017 8:47 AM
To: Julie Friebele
Subject: FW: Permit Fee Comparison
Attachments: Permit Fee and Other Fee Comparision.xlsx

FOIA

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

From: Ian McDonald [mailto:imcdonald@northpointkc.com]
Sent: Tuesday, December 05, 2017 8:16 PM
To: Marian Gibson <marian.gibson@villageofelwood.com>; David Silverman <dsilverman@msclawfirm.com>; engineering <engineering@villageofelwood.com>
Cc: Tom George <tgeorge@northpointkc.com>; Patrick Robinson <probinson@northpointkc.com>
Subject: Permit Fee Comparison

Marian, Dave and Jim,

I know you were interested in comparing permit and other fees typically charged by your neighboring municipalities. I've attached that comparison for your review. Give me or Tom a call with any questions. Thanks.

Sincerely,

Ian McDonald | General Counsel/Project Manager

NorthPoint DEVELOPMENT

NorthPoint Development
d: 816.384.2292 | m: 785.218.6583
4825 NW 41st Street, Suite 500
Riverside, MO 64150
www.beyondthecontract.com

Please note that our address has changed!

Permit Fee Comparison
April 21, 2017
Building Size 1,000,000

Item	**Elwood**	**Joliet**
Plan Review	Incl	Incl
Building Permit	700,000	62,500
Inspections	Varies	Varies
Water Tap - Domestic	240,000	120
Water Tap - Fire	?	265
Sanitary Tap	240,000	2,500
Water Capacity Fee	?	3,500
Water Impact Fee		
Sanitary Capacity Fee	?	N/A
Sanitary Sewer Impact Fee		
Water Meter Fee	?	Incl
Fire Sprinkler	110,000	0
Fire Detection System		
Landscape Irrigation	$3.90/gph	0
Water Service Frontage Fee	$28/LF	0
Village/City Impact Fee	?	59,800
Park District Impact Fee	?	0
Fire District Impact Fee	?	0
School Impact Fee	?	0
Capacity Expansion Fee	?	0
Total Permit Fee:	$1,290,000	$128,685

Engineering Review Fee	2.50%
Inspection Fee for Public Improvements	1.25%

Wilmington	Channahon	Manhattan	
31,875	55,000	2,000	
300,000	220,000	50,000	3-13-1(b)
10,000	included in permit fee	incl	
	46,515	100,000	8-4A-1
	25,515	145,000	8-4A-1
31,100			
2,000			
122,550			
6,000			
3,985		5,325	See ordinance 2012-03
15,000		10,325	See ordinance 2012-03
		Residential Only	
	50,000	Residential Only	
		Residential Only	
$522,510	397,030	312,650	

Julie Friebele

From: Marian Gibson
Sent: Friday, December 01, 2017 11:55 AM
To: Ian McDonald
Cc: julie.friebele@villageofelwood.com; Tom George; Patrick@northpointkc.com
Subject: Re: Compass Business Park Rezoning Application

The Village confirmed they were able to download.
Did a letter go out to Manhattan? Please send me a copy.
Thanks.

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 E. Mississippi
Elwood, IL 60421
(815) 424-1095 Direct
(815) 509-2282 Cell
Email marian.gibson@villageofelwood.com

On Dec 1, 2017, at 11:23 AM, Ian McDonald <imcdonald@northpointkc.com> wrote:

> Please see link below for completed application for Compass Business Park. Please confirm receipt at your earliest convenience. Thank you.
>
> https://drive.google.com/drive/folders/1-H5ZhQSILanyJNCVFmNhXHOs75fwX9ce?usp=sharing
>
> Sincerely,
>
> **Ian McDonald** | General Counsel/Project Manager
> <image001.png>
> NorthPoint Development
> d: 816.384.2292 | m: 785.218.6583
> 4825 NW 41st Street, Suite 500
> Riverside, MO 64150
> www.beyondthecontract.com
>
> **Please note that our address has changed!**

Julie Friebele

From: Ian McDonald
Sent: Friday, December 01, 2017 11:23 AM
To: Marian Gibson; julie.friebele@villageofelwood.com
Cc: Tom George; Patrick@northpointkc.com
Subject: Compass Business Park Rezoning Application

Please see link below for completed application for Compass Business Park. Please confirm receipt at your earliest convenience. Thank you.

https://drive.google.com/drive/folders/1-H5ZhQSILanyJNCVFmNhXHOs75fwX9ce?usp=sharing

Sincerely,

Ian McDonald | General Counsel/Project Manager

NorthPoint
DEVELOPMENT

NorthPoint Development
d: 816.384.2292 | m: 785.218.6583
4825 NW 41st Street, Suite 500
Riverside, MO 64150
www.beyondthecontract.com

Please note that our address has changed!

Julie Friebele

From: Tom George
Sent: Thursday, November 30, 2017 5:45 PM
To: Julie Friebele
Subject: RE: Revised December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.

Thanks Julie

Tom George

NorthPoint DEVELOPMENT

KANSAS CITY BUSINESS JOURNAL
BPtW
2016 BEST PLACES TO WORK

d: 816.895.8104 c: 630.258.5299 e: tgeorge@northpointkc.com

4825 NW 41st Street, Suite 500
Riverside, MO 64150
www.beyondthecontract.com

From: Julie Friebele [mailto:julie.friebele@villageofelwood.com]
Sent: Thursday, November 30, 2017 4:35 PM
To: engineering <engineering@villageofelwood.com>; Marian Gibson <marian.gibson@villageofelwood.com>; David Silverman <dsilverman@msclawfirm.com>; RRYCHLICKI@kanemckenna.com; Ferhat Zerin <fzerin@ginkgoplanning.com>; Patrick Robinson <probinson@northpointkc.com>; Ian McDonald <imcdonald@northpointkc.com>; tgeorge@northpointkc.com; Fred Hayes <fred.hayes@villageofelwood.com>; Larry Lohmar <larry.lohmar@villageofelwood.com>; zoran@kanemckenna.com
Subject: Revised December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.

Good Afternoon All,

Attached is the revised December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.

Please advise if you have any additional information to be included.

Thank you,

Julie Friebele
Executive Administrative Assistant
Village of Elwood
401 E. Mississippi Avenue
Elwood, IL 60421
815-424-1079 Fax 815-423-6861

Julie Friebele

From: Ian McDonald
Sent: Wednesday, November 29, 2017 11:31 AM
To: julie.friebele@villageofelwood.com
Subject: Published Notice
Attachments: Draft Public Notice - Rezoning - Published Notice - FINAL.docx

See attached agreed-to draft with Dave. Thanks.

Sincerely,

Ian McDonald | General Counsel/Project Manager

NorthPoint DEVELOPMENT

NorthPoint Development
d: 816.384.2292 | m: 785.218.6583
4825 NW 41st Street, Suite 500
Riverside, MO 64150
www.beyondthecontract.com

Please note that our address has changed!

PUBLIC NOTICE OF PUBLIC HEARING

Please take notice that on Tuesday, December 19, 2017 at 7:00 p.m., the Village of Elwood Plan Commission will conduct a public hearing at the Village of Elwood Village Hall, 401 E Mississippi Avenue, Elwood, IL 60421. The purpose of the Public Hearing is to hear public comment and testimony with regard to the application for an amendment of zoning classification to the I-2 Light Industrial District and a Planned Unit Development with a special use for approximately 851 acres legally described as follows:

TRACT "B"

ALL OF LOT 4 IN CENTERPOINT INTERMODAL CENTER EAST UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2008, AS DOCUMENT NUMBER 2008-147917, IN WILL COUNTY, ILLINOIS.

TRACT "D"

ALL OF LOT 5 IN CENTERPOINT INTERMODAL CENTER EAST UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2008, AS DOCUMENT NUMBER 2008-147917, IN WILL COUNTY, ILLINOIS.

TRACT "E"

ALL OF LOT 2 IN CENTERPOINT INTERMODAL CENTER EAST UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2008, AS DOCUMENT NUMBER 2008-147917, IN WILL COUNTY, ILLINOIS.

TRACT "F"

ALL OF LOT 6 IN CENTERPOINT INTERMODAL CENTER EAST UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2008, AS DOCUMENT NUMBER 2008-147917, IN WILL COUNTY, ILLINOIS.

TRACT "I"

THE WEST 1347.98 FEET OF THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF, IN SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT "K"

THE SOUTHERN 1343.14 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. ALSO, THE SOUTHERN 1343.14 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 466.70 FEET OF THE SOUTH 996.70 FEET OF THE WEST 466.70 FEET THEREOF.

TRACT "L"

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTHERN 1343.14 FEET THEREOF. ALSO, THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTHERN 1343.14 FEET THEREOF AND ALSO EXCEPTING THE WESTERN 1347.98 FEET THEREOF.

TRACT "M"

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. ALSO, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST, ALONG SAID NORTH LINE 300.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET, TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT "N"

THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT "O"

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, IN WILL COUNTY, ILLINOIS.

TRACT "P"

THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT "Q"

THE WEST 660 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, IN WILL COUNTY, ILLINOIS.

TRACT "R"

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 660 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

TRACT "S"

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Referenced by PINs:

TRACT "B" (P.I.N. 10-11-29-401-003-0000)

TRACT "D" (P.I.N. 10-11-29-401-001-0000)

TRACT "E" (P.I.N. 10-11-29-207-004-0000)

TRACT "F" (P.I.N. 10-11-29-207-003-0000)

TRACT "I" (P.I.N. 10-11-27-100-008-0000)

TRACT "K" (P.I.N. 10-11-27-100-005-0000)

TRACT "L" (P.I.N. 10-11-27-100-007-0000)

TRACT "M" (P.I.N. 10-11-22-400-010-0000)

TRACT "N" (P.I.N. 10-11-22-400-007-0000)

TRACT "O" (P.I.N. 10-11-22-400-008-0000)

TRACT "P" (P.I.N. 10-11-23-300-001-0000)

TRACT "Q" (P.I.N. 10-11-26-100-004-0000)

TRACT "R" (P.I.N. 10-11-26-100-003-0000)

TRACT "S" (P.I.N. 10-11-26-100-002-0000)

With a generally described boundary of:

Real property generally located west of Coldwater Road, north of the real property with a common address of 20200 Ira Morgan St, Elwood, IL 60421 and east of Theodore Hyatt Drive, consisting of approximately 42 acres; real property located west of Coldwater Road, east of the real property with a common address 20200 Ira Morgan St, Elwood, IL 60421 and north of Hoff Road, consisting of approximately 46 acres; real property located west of Theodore Hyatt Drive; north of Ira Morgan St, and west of the real property with a common address of 20200 Ira Morgan St, Elwood, IL 60421, consisting of approximately 72 acres; real property generally located north of Ira Morgan St, west of the real property with a common address of 20200 Ira Morgan St, Elwood, IL 60421, and east of Coldwater Road, consisting of approximately 16 acres; real property generally located southeast of the intersection of Mississippi Avenue and Chicago Road, consisting of approximately 242 acres; real property generally located south of Brown Road and west of Rowell Road with a western boundary approximately equidistant between Rowell Road and Chicago Road, consisting of approximately 113 acres; and real property generally located east of Rowell Road and south of Brown Road with an eastern boundary being of approximately equal distance between Rowell Road and Ridge Road, consisting of approximately 320 acres and including the common address of 26319 S. Rowell Road, Elwood, IL 60421

The Plan Commission will also make a recommendation to the President and Board of Trustees with regard to the annexation of that portion of the Property not already situated within the corporate limits of the Village of Elwood. A copy of the application for rezoning and planned unit development with a special use is available and may be reviewed at the Village Hall during normal business hours. The Village will also make a copy of the application together with a map of the property that is the subject of the public hearing available on its website at www.villageofelwood.com. Any persons requiring special accommodation to attend or participate in the hearing should contact the Village of Elwood at 815-423-5011.

Julie Friebele

From: robert rychlicki
Sent: Wednesday, November 29, 2017 8:28 AM
To: Julie Friebele
Subject: Re: December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline

Ok thanks I assume if our attendance is required at any meeting the village will let us know in advance.

On Nov 29, 2017, at 8:08 AM, Julie Friebele <julie.friebele@villageofelwood.com> wrote:

This schedule is for internal use only and subject to change and should not be shared with others.

Thank you for your cooperation!

Julie Friebele
Executive Administrative Assistant
Village of Elwood
401 E. Mississippi Avenue
Elwood, IL 60421
815-424-1079 Fax 815-423-6861

From: Julie Friebele [mailto:julie.friebele@villageofelwood.com]
Sent: Tuesday, November 28, 2017 3:17 PM
To: engineering <engineering@villageofelwood.com>; Marian Gibson <marian.gibson@villageofelwood.com>; 'David Silverman' <dsilverman@msclawfirm.com>; 'RRYCHLICKI@KaneMcKenna.com' <RRYCHLICKI@KaneMcKenna.com>; 'Ferhat Zerin' <fzerin@ginkgoplanning.com>; 'Patrick Robinson' <probinson@northpointkc.com>; 'Ian McDonald' <imcdonald@northpointkc.com>; 'tgeorge@northpointkc.com' <tgeorge@northpointkc.com>; Fred Hayes <fred.hayes@villageofelwood.com>; Larry Lohmar <larry.lohmar@villageofelwood.com>; Greg Hickey <greg.hickey@villageofelwood.com>; 'Tom.nagel@villageofelwood.com' <Tom.nagel@villageofelwood.com>; 'doug.vaughn@villageofelwood.com' <doug.vaughn@villageofelwood.com>; 'jake.fanning@villageofelwood.com' <jake.fanning@villageofelwood.com>; 'zoran@kanemckenna.com' <zoran@kanemckenna.com>
Subject: December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline

Good Afternoon All,

Please review the attached December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.

Advise if you have any additional information to be included.

Thank you,

Julie Friebele
Executive Administrative Assistant
Village of Elwood
401 E. Mississippi Avenue
Elwood, IL 60421

815-424-1079 Fax 815-423-6861

<DECEMBER 19, 2017 - PLANNING & ZONING MEETING - NORTH POINT TIMELINE.PDF>

Julie Friebele

From: Julie Friebele
Sent: Wednesday, November 29, 2017 8:08 AM
To: engineering; Marian Gibson; 'David Silverman'; 'RRYCHLICKI@KaneMcKenna.com'; 'Ferhat Zerin'; 'Patrick Robinson'; 'Ian McDonald'; 'tgeorge@northpointkc.com'; Fred Hayes; Larry Lohmar; Greg Hickey; 'Tom.nagel@villageofelwood.com'; 'doug.vaughn@villageofelwood.com'; 'jake.fanning@villageofelwood.com'; 'zoran@kanemckenna.com'
Subject: RE: December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline
Attachments: DECEMBER 19, 2017 - PLANNING & ZONING MEETING - NORTH POINT TIMELINE.PDF

This schedule is for internal use only and subject to change and should not be shared with others.

Thank you for your cooperation!

Julie Friebele
Executive Administrative Assistant
Village of Elwood
401 E. Mississippi Avenue
Elwood, IL 60421
815-424-1079 Fax 815-423-6861

From: Julie Friebele [mailto:julie.friebele@villageofelwood.com]
Sent: Tuesday, November 28, 2017 3:17 PM
To: engineering <engineering@villageofelwood.com>; Marian Gibson <marian.gibson@villageofelwood.com>; 'David Silverman' <dsilverman@msclawfirm.com>; 'RRYCHLICKI@KaneMcKenna.com' <RRYCHLICKI@KaneMcKenna.com>; 'Ferhat Zerin' <fzerin@ginkgoplanning.com>; 'Patrick Robinson' <probinson@northpointkc.com>; 'Ian McDonald' <imcdonald@northpointkc.com>; 'tgeorge@northpointkc.com' <tgeorge@northpointkc.com>; Fred Hayes <fred.hayes@villageofelwood.com>; Larry Lohmar <larry.lohmar@villageofelwood.com>; Greg Hickey <greg.hickey@villageofelwood.com>; 'Tom.nagel@villageofelwood.com' <Tom.nagel@villageofelwood.com>; 'doug.vaughn@villageofelwood.com' <doug.vaughn@villageofelwood.com>; 'jake.fanning@villageofelwood.com' <jake.fanning@villageofelwood.com>; 'zoran@kanemckenna.com' <zoran@kanemckenna.com>
Subject: December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline

Good Afternoon All,

Please review the attached December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.

Advise if you have any additional information to be included.

Thank you,

Julie Friebele
Executive Administrative Assistant
Village of Elwood
401 E. Mississippi Avenue
Elwood, IL 60421
815-424-1079 Fax 815-423-6861

11/28/2017 2:32 PM

DECEMBER 19, 2017 - PLANNING & ZONING MEETING - NORTH POINT TIMELINE

- September 12, 2017 - A list of property owners within a 250' proximity of parcels that certified letters will be distributed to was submitted to the Village Clerk.
- November 28th – Developer and Village Staff review draft packet.
- November 28th – Confirm Board members are available January 17th for Special Village Board meeting.
- November 29, 30 or December 1 – Ehlers and Kane McKenna discuss bond amount.
- Wednesday, November 29, 2017 - Must send Public Notice to Herald News by to be published by December 4, 2017.
- December 1st or December 4th – public notice must be published in Herald News, signs installed & certified letters sent out area property owners.
- Week of December 4th - staff meets with developer to run through P&Z hearing.
- December 4th – Village meets with financial advisors to discuss bond amounts.
- December 5th or 6th – Village and developer finalize annexation agreement and plan of finance.
- December 12th – Chief Hayes, Marian, Larry, Robbie, Julie meet to review annexation agreement, plan of finance & development plans.
- December 12th & 13th – Marian, Jim, and Dave meet with Village Board trustees to review annexation agreement, plan of finance & development plans.
- December 12th or 13th - Dave, Marian & Julie (Jim) meet with Plan Commission Chairman, Greg Hickey. Marian & Julie distribute draft packages individually in person to other P&Z members.
- December 13th – Zerin meets with Village Team to review her staff report & Plan Commission report to Village Board. Draft staff report forwarded to developer.
- December 14th - Distribute P&Z package, staff report, and P&Z report to the Village Board.
- December 19th - Conduct P&Z meeting at 7:00pm:
    a) Set up chairs with TV access in community room, trustees room & potentially lobby area
    b) Schedule additional Police Officers
    c) Schedule court reporter
    d) Utilize computer/AV
    e) Have Plan Commission Report for the Village Board ready (include transcript from court reporter)
- December 21st – Send notice to Herald News for Public Hearing at January 17th Special Board Meeting.
- December 29th – Publish Notice of Annexation of Public Hearing, a copy of draft annexation agreement file with Village Clerk.
- January 3rd - Notice to Township Supervisor, Town Trustees and Town Highway Commissioner regarding annexation, this needs to be done at least 10 days prior to annexation.
- January 3rd Village Board meeting:
    a) Ehlers presentation of the financial plan.
    b) Possible presentation of the development – **No Vote Taken**

11/28/2017 2:32 PM

- January 17th at 7:00 pm – NorthPoint Development - Special Village Board meeting with Public Hearing – **Vote Taken**
    a) Set up chairs with TV access in community room, trustees room & potentially lobby area
    b) Schedule additional Police Officers
    c) Schedule court reporter
    d) Utilize computer/AV

Julie Friebele

From: Julie Friebele
Sent: Thursday, November 30, 2017 4:35 PM
To: engineering; Marian Gibson; 'David Silverman'; 'RRYCHLICKI@KaneMcKenna.com'; 'Ferhat Zerin'; 'Patrick Robinson'; 'Ian McDonald'; 'tgeorge@northpointkc.com'; Fred Hayes; Larry Lohmar; 'zoran@kanemckenna.com'
Subject: Revised December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.
Attachments: DECEMBER 19, 2017 - PLANNING & ZONING MEETING - NORTH POINT TIMELINE.pdf

Good Afternoon All,

Attached is the revised December 19, 2017 - Planning & Zoning Meeting - NorthPoint Timeline.

Please advise if you have any additional information to be included.

Thank you,

Julie Friebele
Executive Administrative Assistant
Village of Elwood
401 E. Mississippi Avenue
Elwood, IL 60421
815-424-1079 Fax 815-423-6861

11/30/2017 4:27 PM

DECEMBER 19, 2017 - PLANNING & ZONING MEETING - NORTH POINT TIMELINE

- September 12, 2017 - A list of property owners within a 250' proximity of parcels that certified letters will be distributed to was submitted to the Village Clerk.
- November 28th – Developer and Village Staff review draft packet.
- November 28th – Confirm Board members are available January 17th for Special Village Board meeting.
- November 29, 30 or December 1 – Ehlers and Kane McKenna discuss bond amount.
- November 29, 2017 - Must send Public Notice to Herald News by to be published by December 4, 2017.
- December 1st – notify the Village Board that the packet will be publicly available on December 4th for the Plan Commission meeting.
- December 1st - Copies are available at Village Hall for Board Members and Plan Commission Members.
- December 4th – Public notice must be published in Herald News, signs installed & certified letters sent out to area property owners.
- December 4th – Post Application & Public Notice on the website
- December 4th – (1:30pm – 3:00pm) - Financial management team meeting with the Plan Bond Counsel, Ehlers, Kane Mckenna, Village Attorney and the Marian.
- December 5th – (9:00am – 4:00pm) – Marian, Jim, Chief Hayes, Dean, Larry and developer finalize annexation agreement and plan of finance.
- December 5th – Confirm availability of Court Reporter for P&Z meeting December 19th and Village Board meeting January 17th with Marie Carlson @MS&C.
- December 12th – Chief Hayes, Marian, Larry, Robbie, Julie, Dave meet to review annexation agreement, plan of finance & development plans.
- December 12th & 13th – Marian, Jim, and Dave meet with Village Board trustees to review annexation agreement, plan of finance & development plans.
- December 12th – (4:30pm – 6:30pm) - Dave, Marian & Julie (Jim) meet with Plan Commission Chairman, Greg Hickey.
- December 12th – Meet individually with P&Z members to discuss application.
- December 13th – Zerin meets with Village Team to review her staff report & Plan Commission report to Village Board. Draft staff report forwarded to developer.
- December 14th - Distribute P&Z package, staff report, and P&Z report to the Village Board.
- December 14th (only works from 10:00 – 12:00) – Zerin, Marian, Jim, Dave, Julie meets with developer to review the P&Z hearing and prepare an Agenda
- December 19th - Conduct P&Z meeting at 7:00pm:
    a) Set up chairs with TV access in community room, trustees room & potentially lobby area
    b) Schedule additional Police Officers
    c) Schedule court reporter
    d) Utilize computer/AV

    e) Have Plan Commission Report for the Village Board ready (include transcript from court reporter)

- December 21st – Send notice to Herald News for Public Hearing at January 17th Special Board Meeting.
- December 29th – Publish Notice of Annexation Public Hearing. A copy of draft annexation agreement file with Village Clerk.
- January 3rd - Notice to Township Supervisor, Town Trustees and Town Highway Commissioner regarding annexation, this needs to be done at least 10 days prior to annexation.
- January 3rd Village Board meeting:
    a) Ehlers presentation of the financial plan.
- January 17th at 7:00 pm – NorthPoint Development - Special Village Board meeting with Public Hearing – **Vote Taken**
    a) Set up chairs with TV access in community room, trustees room & potentially lobby area
    b) Schedule additional Police Officers
    c) Schedule court reporter
    d) Utilize computer/AV

Julie Friebele

From: Julie Friebele
Sent: Friday, December 01, 2017 12:18 PM
To: 'Ian McDonald'; Marian Gibson
Cc: 'Tom George'; 'Patrick@northpointkc.com'
Subject: RE: Compass Business Park Rezoning Application

Verifying documents received/downloaded

Land Use Application	1 page
Rezoning Application	79 pages
Rezoning Depiction and Legal Description	5 pages
Owner's Affidavit	17 pages
List of Property Owners	10 pages

From: Ian McDonald [mailto:imcdonald@northpointkc.com]
Sent: Friday, December 01, 2017 11:23 AM
To: Marian Gibson <marian.gibson@villageofelwood.com>; julie.friebele@villageofelwood.com
Cc: Tom George <tgeorge@northpointkc.com>; Patrick@northpointkc.com
Subject: Compass Business Park Rezoning Application

Please see link below for completed application for Compass Business Park. Please confirm receipt at your earliest convenience. Thank you.

https://drive.google.com/drive/folders/1-H5ZhQSILanyJNCVFmNhXHOs75fwX9ce?usp=sharing

Sincerely,

Ian McDonald | General Counsel/Project Manager

NorthPoint DEVELOPMENT

NorthPoint Development
d: 816.384.2292 | m: 785.218.6583
4825 NW 41st Street, Suite 500
Riverside, MO 64150
www.beyondthecontract.com

Please note that our address has changed!

Village of Elwood

Robbie Day <robbie.day@villageofelwood.com>

Northpoint Escrow Report

1 message

Robbie Day <robbie.day@villageofelwood.com> Mon, Dec 4, 2017 at 10:58 AM
To: Patrick Robinson <patrick@northpointkc.com>, Marian Gibson <marian.gibson@villageofelwood.com>

Patrick,

Attached is an escrow report through 11-30-17, any questions, please let me know. I will send the invoices in a separate email.

--
Robbie Day, Finance
401 E. Mississippi Avenue
Elwood, IL 60421
815-423-6778
815-423-6861

11-30-17 Escrow Report.pdf
189K

VILLAGE OF ELWOOD

Northpoint Escrow Account balance

Date	Vendor	Description	Invoice Number	Amount	Account Balance
5/19/2017	Northpoint	Initial deposit to set-up account		200,000.00	200,000.00
5/26/2017	Mahoney, Silverman	Professional Fees	51558	(562.50)	199,437.50
6/22/2017	Kane, McKenna and Associates	May professional fees	14734	(112.50)	199,325.00
6/22/2017	Baxter & Woodman	Engineering fees	193050	(1,971.35)	197,353.65
7/7/2017	Silver Dollars	Lunch		(160.00)	197,193.65
7/7/2017	Silver Dollars	Lunch		(299.70)	196,893.95
8/16/2017	Mahoney, Silverman	Coldwater discussion	51961	(168.75)	196,725.20
8/16/2017	Mahoney, Silverman	Professional Fees	51958	(3,375.00)	193,350.20
8/17/2017	Kane, McKenna and Associates	Professional Fees	14853	(1,050.00)	192,300.20
8/16/2017	Baxter & Woodman	Professional Fees	193623	(4,621.59)	187,678.61
8/16/2017	Baxter & Woodman	Professional Fees	193624	(1,089.19)	186,589.42
8/16/2017	Village of Elwood	Community Days Donation		(2,250.00)	184,339.42
9/20/2017	Mahoney, Silverman	Professional Fees	52255	(9,668.75)	174,670.67
10/4/2017	Mahoney, Silverman	Professional Fees	52632	(11,700.00)	162,970.67
10/4/2017	Ginkgo Planning & Design	Professional Fees	17105.1	(8,480.00)	154,490.67
10/4/2017	Baxter & Woodman	Professional Fees	194233	(1,043.98)	153,446.69
10/4/2017	Baxter & Woodman	Professional Fees	194622	(18,939.56)	134,507.13
10/4/2017	Baxter & Woodman	Professional Fees	194773	(1,094.25)	133,412.88
10/4/2017	Baxter & Woodman	Professional Fees	194774	(21,295.67)	112,117.21
11/1/2017	Kane, McKenna and Associates	Professional Fees	14981	(2,775.00)	109,342.21
11/1/2017	Mahoney, Silverman	Professional Fees	53047	(5,625.00)	103,717.21

Village of Elwood

Robbie Day <robbie.day@villageofelwood.com>

Invoice detail, cont'd

1 message

Robbie Day <robbie.day@villageofelwood.com> Mon, Dec 4, 2017 at 1:28 PM
To: Patrick Robinson <patrick@northpointkc.com>

--
Robbie Day, Finance
401 E. Mississippi Avenue
Elwood, IL 60421
815-423-6778
815-423-6861

7 attachments

- **b&w inv 194233.pdf** ✓
  139K
- **b&w inv 194773.pdf** ✓
  116K
- **Baxter & woodman, Inv. 194622.pdf** ✓
  177K
- **mahoney, silverman & cross inv 52632.pdf** ✓
  105K
- **Baxter & Woodman, Inv. 194774.pdf** ✓
  199K
- **Kane McKenna Inv 14981.pdf** ✓
  59K
- **Mahoney, Silverman Inv. 53047.pdf** ✓
  78K

Village - 11,536.94
CP - 1,983.15
J-Power - 264.42
NorthPoint - 1043.98

BAXTER & WOODMAN
baxterwoodman.com

August 24, 2017
Project No: 161081.90
Invoice No: 0194233

Marian Gibson
Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $14,828.49

Client Manager Dennis Dabros
Project Manager Sparber, James
Project 161081.90 Village Engineering Services
Progress payment for Municipal Engineering Services for various projects as requested by the Village.

Deliverable 001 Village Engineering Services

Subdeliverable 0001 Village Engineering Services

Professional Services

		Hours	Rate	Amount	
Create/Convert GIS Data					
Engr Tech II	8/10/2017	1.75	32.78	57.37	
Engineering					
Sr Engineer IV	7/18/2017	8.00	58.76	470.08	
Sr Engineer IV	7/20/2017	8.00	58.76	470.08	
Sr Engineer IV	7/25/2017	6.00	58.76	352.56	
Sr Engineer IV	7/27/2017	8.00	58.76	470.08	
Sr Engineer IV	8/1/2017	6.50	58.76	381.94	
Sr Engineer IV	8/8/2017	8.00	58.76	470.08	
Sr Engineer IV	8/9/2017	2.00	58.76	117.52	
Sr Engineer IV	8/15/2017	8.00	58.76	470.08	
Sr Engineer IV	8/17/2017	6.75	58.76	396.63	
Engineering, Civil/Environmental					
Engr Tech IV	8/18/2017	1.00	49.67	49.67	
Survey, Legal					
Sr Engineer II	7/19/2017	4.50	48.56	218.52	
Sr Engineer II	8/3/2017	4.75	48.56	230.66	
Sr Engineer II	8/16/2017	1.25	48.56	60.70	
Sr Engineer II	8/17/2017	4.25	48.56	206.38	
Totals		78.75		4,422.35	
Total Labor					**4,422.35**

Reimbursable Expenses

Travel		
7/18/2017	Sparber, James	24.61
7/20/2017	Sparber, James	24.61
7/25/2017	Sparber, James	24.61

Make checks payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650 Bank Account #311305669 Call your client manager at 815 459 1260 with questions on this invoice.

7/27/2017	Sparber, James		24.61	
8/1/2017	Sparber, James		24.61	
8/8/2017	Sparber, James		24.61	
8/9/2017	Sparber, James		24.61	
	Total Reimbursables		**172.27**	**172.27**

Overhead Fee

Employee and general overhead	152.00 % of 4,422.35	6,721.97	
Total Overhead Fee		**6,721.97**	**6,721.97**
	Total this Subdeliverable		**$11,316.59**
	Total this Deliverable		**$11,316.59**

Deliverable 002 Development Assistance Services

Subdeliverable 0003 CenterPoint Settlement Agreement

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV	8/1/2017	.50	58.76	29.38	
Totals		.50		29.38	
Total Labor					**29.38**

Overhead Fee

Employee and general overhead	200.00 % of 29.38	58.76	
Total Overhead Fee		**58.76**	**58.76**
	Total this Subdeliverable		**$88.14**

Subdeliverable 0005 Centerpoint - Noel & Brandon Rd. Improvements

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV	7/28/2017	3.00	58.76	176.28	
Sr Engineer IV	7/31/2017	7.25	58.76	426.01	
Sr Engineer IV	8/1/2017	.50	58.76	29.38	
Totals		10.75		631.67	
Total Labor					**631.67**

Overhead Fee

Employee and general overhead	200.00 % of 631.67	1,263.34	
Total Overhead Fee		**1,263.34**	**1,263.34**
	Total this Subdeliverable		**$1,895.01**

Subdeliverable 0006 Compass Business Park

Professional Services

		Hours	Rate	Amount
Create/Convert GIS Data				
Engr Tech II	7/25/2017	1.50	32.78	49.17
Engr Tech II	7/31/2017	.50	32.78	16.39

Project	161081.90	ELWDV - Vill Engr			Invoice	0194233
Engineering						
Sr Engineer IV		8/9/2017	4.50	58.76	264.42	
Totals			6.50		329.98	
Total Labor						**329.98**
Reimbursable Expenses						
Travel						
6/26/2017	Dabros, Dennis	Mileage			27.82	
6/27/2017	Dabros, Dennis	Mileage			26.22	
Total Reimbursables					**54.04**	**54.04**
Overhead Fee						
Employee and general overhead		200.00 % of 329.98			659.96	
Total Overhead Fee					**659.96**	**659.96**
				Total this Subdeliverable		**$1,043.98**

Subdeliverable	0007	J-Power				
Professional Services						
			Hours	**Rate**	**Amount**	
Engineering						
Sr Engineer IV		7/25/2017	1.50	58.76	88.14	
Totals			1.50		88.14	
Total Labor						**88.14**
Overhead Fee						
Employee and general overhead		200.00 % of 88.14			176.28	
Total Overhead Fee					**176.28**	**176.28**
				Total this Subdeliverable		**$264.42**

Subdeliverable	0008	Centerpoint - Clearwater Pavement Maint.				
Professional Services						
			Hours	**Rate**	**Amount**	
Engineering						
Sr Engineer IV		8/17/2017	1.25	58.76	73.45	
Totals			1.25		73.45	
Total Labor						**73.45**
Overhead Fee						
Employee and general overhead		200.00 % of 73.45			146.90	
Total Overhead Fee					**146.90**	**146.90**
				Total this Subdeliverable		**$220.35**
				Total this Deliverable		**$3,511.90**
				Total this Invoice		**$14,828.49**

Outstanding Invoices

Number	Date	Balance
0193623	7/20/2017	10,643.91
Total		**10,643.91**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to St. Charles Bank & Trust ABA Routing #071226650, Bank Account #31305669. Call your client manager at 815-459-1250 with questions on this invoice.

Village - 12,399.17
NORTHPOINT - 1,094.25
Center Point - 830.64
14,324.06

BAXTER & WOODMAN
baxterwoodman.com

September 22, 2017
Project No: 161081.90
Invoice No: 0194773

Marian Gibson
Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $14,324.06

Client Manager Dennis Dabros
Project Manager Sparber, James
Project 161081.90 Village Engineering Services
Progress payment for Municipal Engineering Services for various projects as requested by the Village.

Deliverable 001 Village Engineering Services

Subdeliverable 0001 Village Engineering Services

Professional Services

		Hours	Rate	Amount
Create/Convert GIS Data				
Engr Tech II	8/31/2017	.75	27.60	20.70
Engineering				
Sr Engineer IV	9/8/2017	.50	65.40	32.70
Sr Engineer IV	9/12/2017	.25	65.40	16.35
Sr Engineer IV	8/22/2017	8.00	58.76	470.08
Sr Engineer IV	8/24/2017	8.00	58.76	470.08
Sr Engineer IV	8/30/2017	3.00	58.76	176.28
Sr Engineer IV	8/31/2017	8.00	58.76	470.08
Sr Engineer IV	9/5/2017	6.50	58.76	381.94
Sr Engineer IV	9/7/2017	8.00	58.76	470.08
Sr Engineer IV	9/12/2017	7.50	58.76	440.70
Sr Engineer IV	9/14/2017	8.00	58.76	470.08
Engineering, Civil/Environmental				
Engr Tech IV	8/21/2017	.50	49.67	24.84
Engr Tech IV	8/23/2017	3.00	49.67	149.01
Engr Tech IV	8/25/2017	1.00	49.67	49.67
Engr Tech IV	8/31/2017	3.25	49.67	161.43
Engr Tech IV	9/5/2017	.75	49.67	37.25
Manage Project				
Sr Engineer IV	8/28/2017	1.00	55.62	55.62
Survey, Legal				
Sr Engineer II	8/23/2017	3.25	48.56	157.82
Sr Engineer II	8/28/2017	4.00	48.56	194.24
Sr Engineer II	9/14/2017	2.25	48.56	109.26

Make check payable to Baxter & Woodman, P.O Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Visit Site					
Engr Tech IV	8/22/2017	9.00	49.67	447.03	
Totals		86.50		4,805.24	
Total Labor					**4,805.24**

Reimbursable Expenses

Travel			
8/15/2017	Sparber, James	24.61	
8/17/2017	Sparber, James	24.61	
8/22/2017	Ganfield, Thomas	117.70	
8/31/2017	Sparber, James	24.61	
9/5/2017	Sparber, James	24.61	
9/7/2017	Sparber, James	24.61	
9/12/2017	Sparber, James	24.61	
9/14/2017	Sparber, James	24.61	
	Total Reimbursables	**289.97**	**289.97**

Overhead Fee

Employee and general overhead	152.00 % of 4,805.24	7,303.96	
Total Overhead Fee		**7,303.96**	**7,303.96**

Total this Subdeliverable **$12,399.17**

Total this Deliverable **$12,399.17**

Deliverable 002 Development Assistance Services

Subdeliverable 0006 Compass Business Park

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV	9/6/2017	.25	65.40	16.35	
Sr Engineer IV	9/6/2017	4.00	58.76	235.04	
Engineering, Transportation					
Sr Engineer III	9/5/2017	1.00	50.38	50.38	
Sr Engineer III	9/6/2017	1.25	50.38	62.98	
Totals		6.50		364.75	
Total Labor					**364.75**

Overhead Fee

Employee and general overhead	200.00 % of 364.75	729.50	
Total Overhead Fee		**729.50**	**729.50**

Total this Subdeliverable **$1,094.25**

Subdeliverable 0009 CenterPoint General Matters

Professional Services

		Hours	Rate	Amount
Engineering, Transportation				
Sr Engineer III	8/31/2017	.25	50.38	12.60
Sr Engineer III	9/5/2017	1.00	50.38	50.38

Sr Engineer III	9/6/2017	1.25	50.38	62.98	
Engineer I	9/1/2017	3.00	27.44	82.32	
Engineer I	9/5/2017	2.50	27.44	68.60	
Totals		8.00		276.88	
Total Labor					**276.88**

Overhead Fee

Employee and general overhead	200.00 % of 276.88	553.76	
Total Overhead Fee		**553.76**	**553.76**

Total this Subdeliverable	**$830.64**
Total this Deliverable	**$1,924.89**
Total this Invoice	**$14,324.06**

Outstanding Invoices

Number	Date	Balance
0194233	8/24/2017	14,828.49
Total		**14,828.49**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

75% - North Point $18,939.56
25% - J Power $ 6,313.19

BAXTER & WOODMAN
baxterwoodman.com

September 14, 2017
Project No: 170668.30
Invoice No: 0194622

Marian Gibson
Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $25,252.74

Client Manager Dennis Dabros
Project Manager Sheposh, Amanda
Project 170668.30 Wastewater Planning Report
Invoice for the Progress Payment of the Wastewater Planning Report.

Deliverable WW100 Attend Meeting
Reimbursable Expenses

Travel				
7/20/2017	Sheposh, Amanda	Elwood Site Visit	20.87	
	Total Reimbursables		**20.87**	**20.87**
		Total this Deliverable		**$20.87**

Deliverable WW145 WWTP Investigation / Study
Professional Services

		Hours	Rate	Amount
CADD				
Engr Tech III				
Becker, Michael	7/19/2017	1.00	120.00	120.00
Engineering, Civil/Environmental				
Sr Engineer IV				
Fischer, Carl	7/26/2017	.25	170.00	42.50
Hajda, Pavel	8/1/2017	1.25	160.00	200.00
Hajda, Pavel	8/3/2017	2.00	160.00	320.00
Hajda, Pavel	8/11/2017	2.50	160.00	400.00
Hajda, Pavel	8/14/2017	1.00	160.00	160.00
Sr Engineer II				
Sheposh, Amanda	7/19/2017	2.00	140.00	280.00
Sheposh, Amanda	7/20/2017	5.50	140.00	770.00
Sheposh, Amanda	7/24/2017	2.50	140.00	350.00
Sheposh, Amanda	7/25/2017	2.00	140.00	280.00
Sheposh, Amanda	7/26/2017	.50	140.00	70.00
Sheposh, Amanda	8/8/2017	.75	140.00	105.00
Sheposh, Amanda	8/16/2017	.50	140.00	70.00
Sheposh, Amanda	8/17/2017	6.50	140.00	910.00

Engineer I					
Domalewski, Nicholas	7/17/2017	4.00	85.00	340.00	
Domalewski, Nicholas	7/18/2017	2.75	85.00	233.75	
Domalewski, Nicholas	7/19/2017	8.75	85.00	743.75	
Domalewski, Nicholas	7/20/2017	8.75	85.00	743.75	
Domalewski, Nicholas	7/24/2017	6.25	85.00	531.25	
Domalewski, Nicholas	7/25/2017	8.25	85.00	701.25	
Domalewski, Nicholas	7/26/2017	6.75	85.00	573.75	
Domalewski, Nicholas	7/27/2017	4.75	85.00	403.75	
Domalewski, Nicholas	7/28/2017	.50	85.00	42.50	
Domalewski, Nicholas	7/31/2017	8.75	85.00	743.75	
Domalewski, Nicholas	8/1/2017	5.50	85.00	467.50	
Domalewski, Nicholas	8/2/2017	5.00	85.00	425.00	
Domalewski, Nicholas	8/3/2017	5.75	85.00	488.75	
Domalewski, Nicholas	8/7/2017	2.50	85.00	212.50	
Domalewski, Nicholas	8/8/2017	1.25	85.00	106.25	
Domalewski, Nicholas	8/9/2017	4.50	85.00	382.50	
Domalewski, Nicholas	8/10/2017	4.25	85.00	361.25	
Domalewski, Nicholas	8/11/2017	5.00	85.00	425.00	
Domalewski, Nicholas	8/14/2017	6.75	85.00	573.75	
Domalewski, Nicholas	8/15/2017	6.75	85.00	573.75	
Domalewski, Nicholas	8/17/2017	2.50	85.00	212.50	
Domalewski, Nicholas	8/18/2017	2.50	85.00	212.50	
Totals		140.00		13,576.25	
Total Labor					**13,576.25**

Reimbursable Expenses

Travel				
7/20/2017	Domalewski, Nicholas	From Elwood	15.52	
	Total Reimbursables		**15.52**	**15.52**
		Total this Deliverable		**$13,591.77**

Deliverable WW146 Sewer System Evaluation

Professional Services

		Hours	Rate	Amount	
Create/Convert GIS Data					
Engr Tech II					
Kilgore, Constance	8/16/2017	3.50	105.00	367.50	
Kilgore, Constance	8/18/2017	.50	105.00	52.50	
Engineering, Civil/Environmental					
Sr Engineer IV					
Verseman, Steven	8/9/2017	.75	160.00	120.00	
Sr Engineer II					
Sheposh, Amanda	8/3/2017	2.25	140.00	315.00	
Sheposh, Amanda	8/7/2017	1.75	140.00	245.00	
Sheposh, Amanda	8/8/2017	5.25	140.00	735.00	
Sheposh, Amanda	8/9/2017	.75	140.00	105.00	
Totals		14.75		1,940.00	
Total Labor					**1,940.00**

Project	170668.30	ELWDV - Wastewater Planning Report	Invoice	0194622

Total this Deliverable **$1,940.00**

Deliverable WW700 Project Management

Professional Services

		Hours	Rate	Amount	
Engineering, Civil/Environmental					
Sr Engineer II					
Sheposh, Amanda	7/17/2017	2.25	140.00	315.00	
Sheposh, Amanda	7/31/2017	1.00	140.00	140.00	
Sheposh, Amanda	8/1/2017	6.75	140.00	945.00	
Sheposh, Amanda	8/3/2017	.50	140.00	70.00	
Sheposh, Amanda	8/10/2017	.50	140.00	70.00	
Office & Administration					
Engineer II					
Chan, Timothy	7/17/2017	.50	95.00	47.50	
Totals		11.50		1,587.50	
Total Labor					**1,587.50**

Total this Deliverable **$1,587.50**

Total this Project **$17,140.14**

Project 170668.31 Water Planning Report

Invoice for the Progress Payment of the Water Planning Report.

Deliverable WW100 Attend Meeting

Reimbursable Expenses

Travel			
7/20/2017	Chan, Timothy	62.60	
	Total Reimbursables	**62.60**	**62.60**

Total this Deliverable **$62.60**

Deliverable WW145 Investigation / Study

Professional Services

		Hours	Rate	Amount
Engineering				
Sr Engineer IV				
Groth, Gerald	8/2/2017	.50	170.00	85.00
Sparber, James	7/31/2017	.50	160.00	80.00
Engineer II				
Chan, Timothy	7/19/2017	5.25	95.00	498.75
Chan, Timothy	7/20/2017	6.50	95.00	617.50
Chan, Timothy	7/24/2017	3.50	95.00	332.50
Chan, Timothy	7/27/2017	1.50	95.00	142.50
Chan, Timothy	7/28/2017	1.00	95.00	95.00
Chan, Timothy	7/31/2017	1.50	95.00	142.50
Chan, Timothy	8/1/2017	6.00	95.00	570.00
Chan, Timothy	8/2/2017	5.50	95.00	522.50
Chan, Timothy	8/3/2017	8.00	95.00	760.00
Chan, Timothy	8/4/2017	4.25	95.00	403.75

Chan, Timothy	8/7/2017	4.50	95.00	427.50	
Chan, Timothy	8/8/2017	1.75	95.00	166.25	
Chan, Timothy	8/9/2017	5.50	95.00	522.50	
Chan, Timothy	8/10/2017	.50	95.00	47.50	
Chan, Timothy	8/11/2017	4.50	95.00	427.50	
Chan, Timothy	8/14/2017	2.00	95.00	190.00	
Chan, Timothy	8/15/2017	.50	95.00	47.50	
Chan, Timothy	8/16/2017	5.25	95.00	498.75	
Chan, Timothy	8/18/2017	3.50	95.00	332.50	
Engineering, Civil/Environmental					
Sr Engineer II					
Sheposh, Amanda	7/24/2017	.50	140.00	70.00	
Sheposh, Amanda	7/26/2017	.25	140.00	35.00	
Sheposh, Amanda	8/2/2017	4.75	140.00	665.00	
Totals		77.50		7,680.00	
Total Labor					**7,680.00**
			Total this Deliverable		**$7,680.00**

Deliverable WW700 Project Management

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV					
O'Dell, Sean	8/7/2017	1.00	160.00	160.00	
Engineering, Civil/Environmental					
Sr Engineer II					
Sheposh, Amanda	8/2/2017	.50	140.00	70.00	
Sheposh, Amanda	8/3/2017	1.00	140.00	140.00	
Totals		2.50		370.00	
Total Labor					**370.00**
			Total this Deliverable		**$370.00**
			Total this Project		**$8,112.60**

Contract Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	25,252.74	1,452.25	26,704.99
Engineers' Fee			73,000.00
Remaining			46,295.01

Total this Invoice **$25,252.74**

Billings to Date

	Current	**Prior**	**Total**
Labor	25,153.75	1,398.75	26,552.50
Expense	98.99	53.50	152.49
Totals	**25,252.74**	**1,452.25**	**26,704.99**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Mahoney Silverman & Cross

01-205

RE: Northpoint
Matter 006

Invoice # 52632

Professional Fees

			Hrs/Rate	Amount
8/2/2017	DJS	Preparation for and meeting at Village Hall with Marian and Planner regarding planning issues, process and FOIA issues.	3.50 300.00/hr	1,050.00
8/3/2017	DJS	Confidential board memo, review of Zoning Ordinance.	1.50 300.00/hr	450.00
	DJS	Attention to issues regarding moratorium industrial zoning.	0.50 300.00/hr	150.00
8/4/2017	DJS	Review responses, analysis, review statute, draft reply. Draft reply to attorney general regarding FOIA complaint. Begin correspondence with Julie, review documents.	1.50 300.00/hr	450.00
	DJS	Reviewing various issues regarding Annexation of Coldwater, extended telephone conference with Julie regarding documents.	1.50 300.00/hr	450.00
8/7/2017	DJS	Telephone conference with Ian McDonald regarding TIF issues. Complete review of case law and draft letter to attorney Carl Buck regarding Coldwater annexation.	1.50 300.00/hr	450.00
8/8/2017	DJS	Review of correspondence from Mr. McDonald regarding Intermodal facility, analysis of same.	0.50 300.00/hr	150.00
	DJS	Review FOIA request regarding Nicholas Ruettiger.	1.00 300.00/hr	300.00
8/9/2017	DJS	Several meetings on various issues.	6.00 300.00/hr	1,800.00

			Hrs/Rate	Amount
8/10/2017	DJS	Work on FOIA responses and form letter.	0.25 300.00/hr	75.00
8/11/2017	DJS	Drafting memorandum regarding benefits to Village as presented by Developer.	1.50 300.00/hr	450.00
	DJS	Telephone conference with Ian McDonald.	0.25 300.00/hr	75.00
8/14/2017	DJS	Meeting with Mayor.	1.00 300.00/hr	300.00
8/15/2017	DJS	Working on FOIA response issues.	0.25 300.00/hr	75.00
8/16/2017	DJS	Telephone conference with Bob Rychlicki.	0.50 300.00/hr	150.00
	DJS	Telephone conference with Marian.	0.75 300.00/hr	225.00
8/17/2017	DJS	Telephone conference with Marian Gibson with regard to several issues.	0.25 300.00/hr	75.00
8/18/2017	DJS	Working on benefits memo.	0.50 300.00/hr	150.00
8/22/2017	DJS	Working on correspondence to Carl Buck.	0.25 300.00/hr	75.00
8/23/2017	DJS	Meeting at Village Hall with Developers and staff, meeting with staff.	4.00 300.00/hr	1,200.00
8/24/2017	DJS	Preparation for and meeting at Diamond, meeting with Marian.	2.00 300.00/hr	600.00
	DJS	Reviewing issues with regard to IL Administrative Regs regarding Enterprise Zone.	0.50 300.00/hr	150.00

			Hrs/Rate	Amount
8/25/2017	HRB	Searched the Illinois Administrative Code for the regulations on enterprise zones. Researched the current Illinois Enterprise Zone Act.	0.50 300.00/hr	150.00
8/29/2017	DJS	Reviewing Annexation Agreement, reviewing various notes, memos, subdivision ordinance, other matters. Begin drafting memorandum to Village regarding same.	2.00 300.00/hr	600.00
8/31/2017	DJS	Meeting with Bob Rychlicki regarding financial issues, meeting with Marian, Bob and Northpoint. Additional meeting with Bob.	4.00 300.00/hr	1,200.00
	JMK	Meeting with Northpoint officials, Marian Gibson, and Dave Silverman.	3.00 300.00/hr	900.00
	Total fees		39.00	$11,700.00
	Previous balance			$13,043.75
8/21/2017	Payment - thank you. Check No. 76880			($3,375.00)
	Total payments and adjustments			($3,375.00)
	Balance due			**$21,368.75**

Lawyer Summary

Name	Hours	Rate	Amount
Hannah R. Lamore	0.50	300.00	$150.00
Jordan M. Kielian	3.00	300.00	$900.00
David J. Silverman	35.50	300.00	$10,650.00

75% North Point - 21,295.67
25% JPower - 7,098.56
28,394.22

BAXTER & WOODMAN
Consulting Engineers
baxterwoodman.com

September 22, 2017
Project No: 170668.30
Invoice No: 0194774

Marian Gibson
Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $28,394.22

Client Manager Dennis Dabros
Project Manager Sheposh, Amanda
Project 170668.30 Wastewater Planning Report
Invoice for the Progress Payment of the Wastewater Planning Report.

Deliverable WW145 WWTP Investigation / Study

Professional Services

		Hours	Rate	Amount
CADD				
Engr Tech III				
Becker, Michael	9/13/2017	1.00	120.00	120.00
Becker, Michael	9/15/2017	1.00	120.00	120.00
Engineering, Civil/Environmental				
Sr Engineer II				
Sheposh, Amanda	8/22/2017	1.75	140.00	245.00
Sheposh, Amanda	8/23/2017	.25	140.00	35.00
Sheposh, Amanda	8/25/2017	4.75	140.00	665.00
Sheposh, Amanda	9/5/2017	4.00	140.00	560.00
Sheposh, Amanda	9/7/2017	2.25	140.00	315.00
Sheposh, Amanda	9/8/2017	4.50	140.00	630.00
Sheposh, Amanda	9/11/2017	4.00	140.00	560.00
Sheposh, Amanda	9/12/2017	4.00	140.00	560.00
Sheposh, Amanda	9/13/2017	.75	140.00	105.00
Sheposh, Amanda	9/14/2017	.50	140.00	70.00
Engineer I				
Domalewski, Nicholas	8/21/2017	6.25	85.00	531.25
Domalewski, Nicholas	8/22/2017	8.75	85.00	743.75
Domalewski, Nicholas	8/23/2017	4.00	85.00	340.00
Domalewski, Nicholas	8/24/2017	8.00	85.00	680.00
Domalewski, Nicholas	8/25/2017	3.00	85.00	255.00
Domalewski, Nicholas	8/28/2017	6.50	85.00	552.50
Domalewski, Nicholas	8/29/2017	4.25	85.00	361.25
Domalewski, Nicholas	8/30/2017	1.00	85.00	85.00
Domalewski, Nicholas	8/31/2017	5.50	85.00	467.50
Domalewski, Nicholas	9/1/2017	3.25	85.00	276.25
Domalewski, Nicholas	9/5/2017	5.75	85.00	488.75
Domalewski, Nicholas	9/6/2017	6.75	85.00	573.75

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Domalewski, Nicholas	9/7/2017	7.75	85.00	658.75	
Domalewski, Nicholas	9/7/2017 Ovt	.50	85.00	42.50	
Domalewski, Nicholas	9/8/2017	5.00	85.00	425.00	
Domalewski, Nicholas	9/8/2017 Ovt	1.75	85.00	148.75	
Domalewski, Nicholas	9/11/2017	5.00	85.00	425.00	
Domalewski, Nicholas	9/12/2017	2.75	85.00	233.75	
Domalewski, Nicholas	9/13/2017	1.50	85.00	127.50	
Domalewski, Nicholas	9/14/2017	.75	85.00	63.75	
Totals		116.75		11,465.00	
Total Labor					**11,465.00**
			Total this Deliverable		**$11,465.00**

Deliverable WW146 Sewer System Evaluation

Professional Services

		Hours	Rate	Amount	
Create/Convert GIS Data					
Engr Tech II					
Kilgore, Constance	9/6/2017	5.25	105.00	551.25	
Kilgore, Constance	9/8/2017	.50	105.00	52.50	
CADD					
Engr Tech II					
Kilgore, Constance	8/30/2017	2.50	105.00	262.50	
Engineering, Civil/Environmental					
Sr Engineer II					
Sheposh, Amanda	8/26/2017	5.00	140.00	700.00	
Sheposh, Amanda	8/28/2017	.25	140.00	35.00	
Sheposh, Amanda	8/29/2017	3.50	140.00	490.00	
Sheposh, Amanda	8/30/2017	.25	140.00	35.00	
Sheposh, Amanda	8/31/2017	.50	140.00	70.00	
Totals		17.75		2,196.25	
Total Labor					**2,196.25**
			Total this Deliverable		**$2,196.25**

Deliverable WW534 Secretarial

Professional Services

		Hours	Rate	Amount	
Word Process and Print					
Administrative Support III					
Tobin, Barbara	9/6/2017	.50	80.00	40.00	
Tobin, Barbara	9/7/2017	5.00	80.00	400.00	
Tobin, Barbara	9/8/2017	.50	80.00	40.00	
Tobin, Barbara	9/12/2017	.50	80.00	40.00	
Tobin, Barbara	9/13/2017	6.25	80.00	500.00	
Totals		12.75		1,020.00	
Total Labor					**1,020.00**
			Total this Deliverable		**$1,020.00**

Deliverable WW601 Peer Review

Project	170668.30	ELWDV - Wastewater Planning Report			Invoice	0194774

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV					
Mohler, Jeffrey	8/28/2017	.50	170.00	85.00	
Mohler, Jeffrey	8/29/2017	.50	170.00	85.00	
Mohler, Jeffrey	8/30/2017	9.50	170.00	1,615.00	
Mohler, Jeffrey	8/31/2017	.50	170.00	85.00	
Mohler, Jeffrey	9/1/2017	.25	170.00	42.50	
Mohler, Jeffrey	9/5/2017	1.75	170.00	297.50	
Mohler, Jeffrey	9/7/2017	1.50	170.00	255.00	
Mohler, Jeffrey	9/8/2017	2.00	170.00	340.00	
Mohler, Jeffrey	9/11/2017	2.25	170.00	382.50	
Mohler, Jeffrey	9/14/2017	.25	170.00	42.50	
Sparber, James	9/6/2017	1.00	160.00	160.00	
Sparber, James	9/8/2017	.50	160.00	80.00	
Sparber, James	9/11/2017	2.50	160.00	400.00	
Sparber, James	9/15/2017	1.50	160.00	240.00	
Engineering, Civil/Environmental					
Sr Engineer IV					
Fischer, Carl	9/5/2017	2.50	170.00	425.00	
Fischer, Carl	9/11/2017	1.00	170.00	170.00	
Verseman, Steven	8/29/2017	2.00	160.00	320.00	
Verseman, Steven	8/30/2017	.50	160.00	80.00	
Verseman, Steven	9/5/2017	.50	160.00	80.00	
Verseman, Steven	9/6/2017	.25	160.00	40.00	
Totals		31.25		5,225.00	
Total Labor					**5,225.00**
			Total this Deliverable		**$5,225.00**
			Total this Project		**$19,906.25**

Project	170668.31	Water Planning Report

Invoice for the Progress Payment of the Water Planning Report.

Deliverable	WW100	Attend Meeting			
Reimbursable Expenses					
Travel					
8/30/2017	Chan, Timothy			49.22	
	Total Reimbursables			**49.22**	**49.22**
			Total this Deliverable		**$49.22**

Deliverable	WW145	Investigation / Study			
Professional Services					
		Hours	**Rate**	**Amount**	
CADD					
Engr Tech IV					
Eslick, Randall	8/29/2017	1.00	120.00	120.00	
Eslick, Randall	9/8/2017	.75	120.00	90.00	

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Project	170668.30	ELWDV - Wastewater Planning Report			Invoice	0194774
Engr Tech II						
Kilgore, Constance		8/30/2017	1.25	105.00	131.25	
Engineering						
Engineer II						
Chan, Timothy		8/21/2017	9.00	95.00	855.00	
Chan, Timothy		8/23/2017	8.00	95.00	760.00	
Chan, Timothy		8/28/2017	8.75	95.00	831.25	
Chan, Timothy		8/30/2017	5.75	95.00	546.25	
Chan, Timothy		9/1/2017	3.00	95.00	285.00	
Chan, Timothy		9/5/2017	7.50	95.00	712.50	
Chan, Timothy		9/6/2017	4.50	95.00	427.50	
Chan, Timothy		9/7/2017	4.25	95.00	403.75	
Chan, Timothy		9/8/2017	2.00	95.00	190.00	
Chan, Timothy		9/11/2017	3.00	95.00	285.00	
Chan, Timothy		9/12/2017	1.50	95.00	142.50	
Chan, Timothy		9/16/2017	2.75	95.00	261.25	
Engineering, Civil/Environmental						
Sr Engineer II						
Sheposh, Amanda		8/28/2017	.50	140.00	70.00	
Sheposh, Amanda		8/29/2017	4.00	140.00	560.00	
Sheposh, Amanda		8/30/2017	1.00	140.00	140.00	
Sheposh, Amanda		9/7/2017	.50	140.00	70.00	
Engineer III						
Schuld, Lauren		9/1/2017	1.50	105.00	157.50	
	Totals		70.50		7,038.75	
	Total Labor					**7,038.75**
				Total this Deliverable		**$7,038.75**

Deliverable	WW601	Peer Review				
Professional Services						
			Hours	**Rate**	**Amount**	
Engineering						
Sr Engineer IV						
Grieves, Carolyn		9/1/2017	2.00	160.00	320.00	
Grieves, Carolyn		9/7/2017	.25	160.00	40.00	
Grieves, Carolyn		9/8/2017	.25	160.00	40.00	
Grieves, Carolyn		9/11/2017	.50	160.00	80.00	
Sparber, James		9/6/2017	1.00	160.00	160.00	
Sparber, James		9/8/2017	1.00	160.00	160.00	
Engineering, Civil/Environmental						
Sr Engineer IV						
Verseman, Steven		8/29/2017	2.25	160.00	360.00	
Verseman, Steven		8/30/2017	.50	160.00	80.00	
	Totals		7.75		1,240.00	
	Total Labor					**1,240.00**
				Total this Deliverable		**$1,240.00**

Deliverable	WW700	Project Management

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV					
O'Dell, Sean	9/12/2017	1.00	160.00	160.00	
Totals		1.00		160.00	
Total Labor					**160.00**
			Total this Deliverable		**$160.00**
			Total this Project		**$8,487.97**

Contract Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	28,394.22	26,704.99	55,099.21
Engineers' Fee			73,000.00
Remaining			17,900.79
		Total this Invoice	**$28,394.22**

Outstanding Invoices

Number	**Date**	**Balance**
0194622	9/14/2017	25,252.74
Total		**25,252.74**

Billings to Date

	Current	**Prior**	**Total**
Labor	28,345.00	26,552.50	54,897.50
Expense	49.22	152.49	201.71
Totals	**28,394.22**	**26,704.99**	**55,099.21**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Kane, McKenna and Associates, Inc.
150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

Kane, McKenna
and Associates, Inc.
T 312.444.1702
F 312.444.9052

Invoice submitted to:

NORTH POINT DEVELOPMENT
MS. MARIAN GIBSON
VILLAGE MANAGER
PO BOX 435
ELWOOD, IL 60421-0435

September 30, 2017

In Reference To: NORTH POINT DEVELOPMENT
PROJECT COMPASS
CLIENT #1669
CONTRACT DATED 02/03/2017

Invoice #14981

Please Note: Payment(s) received after the last day of the month will appear on your next invoice.

Professional Services

			Hours	Amount
9/1/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	1.00	150.00
9/5/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	1.00	150.00
9/6/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	2.00	300.00
9/7/2017	MT	MEETING	1.00	175.00
	ZM	MEETING	2.50	375.00
9/12/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	1.00	150.00
9/13/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	1.00	150.00

			Hours	Amount
9/15/2017	RR	DOCUMENT PREPARATION / REVIEW	1.00	175.00
	RR	FINANCIAL PROJECTION / ANALYSIS	2.00	350.00
9/16/2017	RR	FINANCIAL PROJECTION / ANALYSIS Gap review	2.00	350.00
9/18/2017	RR	FINANCIAL PROJECTION / ANALYSIS	1.00	175.00
9/21/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	1.00	150.00
9/22/2017	ZM	FINANCIAL PROJECTION / ANALYSIS	2.00	300.00
9/27/2017	RR	FINANCIAL PROJECTION / ANALYSIS	2.00	350.00
9/28/2017	RR	PHONE CALL/CONFERENCE CALL	1.00	175.00
	ZM	FINANCIAL PROJECTION / ANALYSIS	2.00	300.00
9/29/2017	RR	FINANCIAL PROJECTION / ANALYSIS	2.00	350.00
	ZM	DOCUMENT PREPARATION / REVIEW	1.00	150.00
9/30/2017	RR	RESEARCH ANALYSIS	1.50	262.50
		Current professional fees	28.00	$4,537.50
		Previous balance		($1,762.50)
		Total balance due		$2,775.00

Mahoney, Silverman & Cross

01-205

RE: **Northpoint**
Matter 006

Invoice # 53047

Professional Fees

			Hrs/Rate	Amount
9/1/2017	DJS	Telephone conference with Erin Gallagher and continue drafting memorandum regarding annexation issues.	1.50 300.00/hr	450.00
9/5/2017	DJS	Revisions to memorandum regarding Agreement.	0.50 300.00/hr	150.00
	DJS	Telephone conference with Marian Gibson regarding Annexation issues.	0.25 300.00/hr	75.00
9/6/2017	DJS	Preparation for and meeting with Marian, village engineer, and Jordan Kielian.	2.00 300.00/hr	600.00
	JMK	Meeting with Village Administrator, Village Engineer and David J. Silverman.	1.50 300.00/hr	450.00
9/8/2017	DJS	Preparation for and call with Ian and Dave Streika.	1.50 300.00/hr	450.00
9/11/2017	DJS	Review Coldwater Annexation Agreement with regard to public utility easements along roadway.	0.25 300.00/hr	75.00
9/12/2017	DJS	Telephone conference with Zoran with regard ot financial issues.	0.25 300.00/hr	75.00
9/14/2017	DJS	Meeting with Ian McDonald regarding various issues.	0.75 300.00/hr	225.00
	DJS	Meeting at Village Hall with Marian.	0.50 300.00/hr	150.00
	DJS	Meeting with Ian.	1.00 300.00/hr	300.00

			Hrs/Rate	Amount
9/14/2017	DJS	Meeting with Carl Buck.	1.00 300.00/hr	300.00
9/19/2017	DJS	Telephone conference with Bob Rychlicki.	0.25 300.00/hr	75.00
9/25/2017	DJS	Reviewing another FOIA request.	1.00 300.00/hr	300.00
	DJS	Preparation for meeting with Developers and Village Administrator.	1.00 300.00/hr	300.00
	DJS	Meeting with Northpoint and Village Administrators.	2.50 300.00/hr	750.00
9/28/2017	DJS	Telephone conference with Marian.	0.25 300.00/hr	75.00
9/29/2017	DJS	Review of Joliet Boundary Agreement and other Boundary Agreements.	0.75 300.00/hr	225.00
	DJS	Review and outline various agreements with Kansas, review Kansas Industrial Revenue Bond law, review Kansas Tax Abatement law.	2.00 300.00/hr	600.00
	Total fees		18.75	$5,625.00
	Previous balance			$21,368.75
9/14/2017	Payment - thank you. Check No. 76983			($9,668.75)
10/11/2017	Payment - thank you. Check No. 77070			($11,700.00)
	Total payments and adjustments			($21,368.75)
	Balance due			**$5,625.00**

Lawyer Summary

Name	Hours	Rate	Amount
Jordan M. Kielian	1.50	300.00	$450.00
David J. Silverman	17.25	300.00	$5,175.00

Village of Elwood

Robbie Day <robbie.day@villageofelwood.com>

Invoice Detail

1 message

Robbie Day <robbie.day@villageofelwood.com> Mon, Dec 4, 2017 at 1:12 PM
To: Patrick Robinson <patrick@northpointkc.com>

--
Robbie Day, Finance
401 E. Mississippi Avenue
Elwood, IL 60421
815-423-6778
815-423-6861

10 attachments

- **B&W, Inv. 193050.pdf** ✓
  127K
- **Mahoney, Inv. 51558.pdf** ✓
  23K
- **Silver Dollars.pdf** ✓
  30K
- **BW-Inv193623.pdf** ✓
  88K
- **BW-Inv193624.pdf** ✓
  65K
- **Mahoney Inv. 51961.pdf** ✓
  30K
- **Mahoney Inv51958.pdf** ✓
  60K
- **Kane McKenna INV 14853.pdf** ✓
  43K
- **Ginko Planning & Design Inv. 17105.1.pdf** ✓
  29K
- **Mahoney, Silverman & Cross Inv. 52255.pdf** ✓
  91K

01-11-299 12,724.36
01-205 1,971.35

BAXTER & WOODMAN
baxterwoodman.com

June 22, 2017
Project No: 161081.90
Invoice No: 0193050

Marian Gibson
Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $14,695.71

Client Manager Dennis Dabros
Project Manager Sparber, James
Project 161081.90 Village Engineering Services
Deliverable 001 Village Engineering Services
Subdeliverable 0001 Village Engineering Services

Professional Services

		Hours	Rate	Amount
Attend Meeting				
Sr Engineer IV	6/13/2017	3.50	57.76	202.16
Create/Convert GIS Data				
CAD/GIS/Survey Tech III	5/17/2017	1.75	32.78	57.37
CAD/GIS/Survey Tech III	5/18/2017	3.25	32.78	106.54
CAD/GIS/Survey Tech III	6/12/2017	5.50	32.78	180.29
CAD/GIS/Survey Tech III	6/13/2017	1.25	32.78	40.98
CAD/GIS/Survey Tech III	6/14/2017	2.50	32.78	81.95
Engineering				
Sr Engineer IV	5/16/2017	7.00	57.76	404.32
Sr Engineer IV	5/18/2017	6.00	57.76	346.56
Sr Engineer IV	5/23/2017	4.00	57.76	231.04
Sr Engineer IV	5/24/2017	1.00	57.76	57.76
Sr Engineer IV	5/25/2017	7.00	57.76	404.32
Sr Engineer IV	5/30/2017	7.50	57.76	433.20
Sr Engineer IV	6/1/2017	5.50	57.76	317.68
Sr Engineer IV	6/2/2017	1.50	57.76	86.64
Sr Engineer IV	6/6/2017	8.00	57.76	462.08
Sr Engineer IV	6/8/2017	3.00	57.76	173.28
Sr Engineer IV	6/14/2017	8.00	57.76	462.08
Sr Engineer IV	6/15/2017	1.00	57.76	57.76
Engineering, Electrical				
Engr Tech IV	5/22/2017	.75	43.50	32.63
Manage Project				
Sr Engineer IV	5/24/2017	.50	55.62	27.81

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Survey, Legal					
Sr Engineer II	5/17/2017	4.00	48.56	194.24	
Sr Engineer II	6/7/2017	2.00	48.56	97.12	
Sr Engineer II	6/12/2017	2.50	48.56	121.40	
Totals		87.00		4,579.21	
Total Labor					**4,579.21**

Reimbursable Expenses

Travel				
5/9/2017	Sparber, James	Travel to Elwood	24.61	
5/11/2017	Sparber, James	Travel to Elwood	24.61	
5/16/2017	Sparber, James	Travel to Elwood	24.61	
5/18/2017	Sparber, James	Travel to Elwood	24.61	
5/23/2017	Sparber, James	Travel to Elwood	24.61	
5/25/2017	Sparber, James	Travel to Elwood	24.61	
5/30/2017	Sparber, James	Travel to Elwood	24.61	
6/1/2017	Sparber, James	Travel to Elwood	24.61	
6/6/2017	Sparber, James	Travel to Elwood	24.61	
6/7/2017	Sparber, James	Travel to Elwood	50.83	
6/8/2017	Sparber, James	Travel to Elwood	12.31	
	Total Reimbursables		**284.63**	**284.63**

Overhead Fee

Employee and general overhead	152.00 % of 4,579.21	6,960.40	
Total Overhead Fee		**6,960.40**	**6,960.40**
		Total this Subdeliverable	**$11,824.24**
		Total this Deliverable	**$11,824.24**

Deliverable 002 Development Assistance Services

Subdeliverable 0004 CenterPoint Building 10 Review

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV	5/25/2017	1.00	57.76	57.76	
Sr Engineer IV	6/1/2017	.50	57.76	28.88	
Engineering, Electrical					
Engr Tech IV	5/24/2017	1.25	43.50	54.38	
Engr Tech IV	5/30/2017	.50	43.50	21.75	
Engr Tech IV	5/31/2017	.50	43.50	21.75	
Totals		3.75		184.52	
Total Labor					**184.52**

Overhead Fee

Employee and general overhead	200.00 % of 184.52	369.04	
Total Overhead Fee		**369.04**	**369.04**
		Total this Subdeliverable	**$553.56**

Subdeliverable 0005 Centerpoint - Noel & Brandon Rd. Improvements

Project	161081.90	ELWDV - Vill Engr			Invoice	0193050

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV	5/16/2017	1.00	57.76	57.76	
Sr Engineer IV	5/18/2017	1.00	57.76	57.76	
Totals		2.00		115.52	
Total Labor					**115.52**

Overhead Fee

Employee and general overhead	200.00 % of 115.52		231.04	
Total Overhead Fee			**231.04**	**231.04**
		Total this Subdeliverable		**$346.56**

Subdeliverable 0006 Compass Business Park

Professional Services

		Hours	Rate	Amount	
Attend Meeting					
Sr Engineer IV	5/26/2017	4.00	57.76	231.04	
Sr Engineer IV	6/8/2017	4.00	57.76	231.04	
Engineering					
Sr Engineer IV	5/30/2017	.50	57.76	28.88	
Sr Engineer IV	6/1/2017	2.00	57.76	115.52	
Manage Project					
Sr Engineer IV	6/12/2017	.75	55.62	41.72	
Totals		11.25		648.20	
Total Labor					**648.20**

Reimbursable Expenses

Travel				
6/8/2017	Sparber, James	Elwood to IDOT	26.75	
	Total Reimbursables		**26.75**	**26.75**

Overhead Fee

Employee and general overhead	200.00 % of 648.20		1,296.40	
Total Overhead Fee			**1,296.40**	**1,296.40**
		Total this Subdeliverable		**$1,971.35**
		Total this Deliverable		**$2,871.47**
		Total this Invoice		**$14,695.71**

Outstanding Invoices

Number	Date	Balance
0192318	5/5/2017	4,922.53
0192488	5/18/2017	5,308.85
Total		**10,231.38**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

RE: Northpoint
Matter 006

Invoice # 51558

Professional Fees

Northpoint Bill

			Hrs/Rate	Amount
5/26/2017	DJS	Meeting with Village Administrator, Village Engineer and Kane McKenna.	2.50 225.00/hr	562.50
	Total fees		2.50	$562.50
	Balance due			**$562.50**

Lawyer Summary

Name	Hours	Rate	Amount
David J. Silverman	2.50	225.00	$562.50

North Point

****

Silver Dollars
422 E. Mississippi Ave
Elwood IL 60421
Tel. (815) 423-6700
Order 0962
07/07/17 11:08 AM
Table BAR1 Cust 1
Server 8 REGISTER
****

20 TURKEY CROISSANT	179.80
(PRICE ADJUST)	-19.80
Taxable:	160.00
Sub-total:	160.00
Taxes:	13.20
Total Due:	**173.20**

Thank you for choosing Silver Dollars Restaurant. Please come and enjoy again. TEXT H163 TO 36000 to join vip club

North Point

****

Silver Dollars
422 E. Mississippi Ave
Elwood IL 60421
Tel. (815) 423-6700
Order 0963
07/07/17 11:08 AM
Table BAR Cust 1
Server 8 REGISTER
****

30 TURKEY CROISSANT	269.70
1 POTATO SALAD	30.00
Taxable:	299.70
Sub-total:	299.70
Taxes:	24.73
Total Due:	**324.43**

Thank you for choosing Silver Dollars Restaurant. Please come and enjoy again. TEXT H163 TO 36000 to join vip club

BAXTER & WOODMAN
Consulting Engineers
baxterwoodman.com

July 20, 2017
Project No: 161081.90
Invoice No: 0193623

Marian Gibson
Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $10,643.91

Client Manager Dennis Dabros
Project Manager Sparber, James
Project 161081.90 Village Engineering Services
Deliverable 001 Village Engineering Services
Subdeliverable 0001 Village Engineering Services

Professional Services

		Hours	Rate	Amount	
Attend Meeting					
Sr Engineer IV	6/29/2017	2.75	65.40	179.85	
Create/Convert GIS Data					
CAD/GIS/Survey Tech III	6/26/2017	.75	32.78	24.59	
Engineering					
Sr Engineer IV	6/27/2017	3.00	57.76	173.28	
Sr Engineer IV	6/28/2017	5.00	57.76	288.80	
Sr Engineer IV	7/6/2017	3.00	57.76	173.28	
Sr Engineer IV	7/11/2017	8.00	58.76	470.08	
Sr Engineer IV	7/12/2017	6.50	58.76	381.94	
Sr Engineer IV	7/14/2017	5.00	58.76	293.80	
Totals		34.00		1,985.62	
Total Labor					**1,985.62**

Reimbursable Expenses

Travel				
6/27/2017	Sparber, James	Travel to Elwood	24.61	
6/28/2017	Sparber, James	Travel to Elwood	24.61	
7/6/2017	Sparber, James		24.61	
7/11/2017	Sparber, James		24.61	
7/12/2017	Sparber, James		24.61	
7/14/2017	Sparber, James		24.61	
	Total Reimbursables		**147.66**	**147.66**

Overhead Fee

Employee and general overhead	152.00 % of 1,985.62	3,018.14	
Total Overhead Fee		**3,018.14**	**3,018.14**

Total this Subdeliverable **$5,151.42**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Project	161081.90	ELWDV - Vill Engr	Invoice	0193623
			Total this Deliverable	**$5,151.42**

Deliverable 002 Development Assistance Services

Subdeliverable 0006 Compass Business Park

Professional Services

		Hours	Rate	Amount	
Assist Municipality or Agency					
Engineer III	6/27/2017	4.00	33.60	134.40	
Engineer III	6/28/2017	1.25	33.60	42.00	
Engineering					
Sr Engineer IV	6/26/2017	.50	57.76	28.88	
Sr Engineer IV	6/27/2017	5.00	57.76	288.80	
Sr Engineer IV	6/28/2017	3.00	57.76	173.28	
Sr Engineer IV	7/6/2017	1.50	57.76	86.64	
Sr Engineer IV	7/14/2017	2.50	58.76	146.90	
Manage Project					
Sr Engineer IV	6/26/2017	3.00	55.62	166.86	
Sr Engineer IV	6/27/2017	7.00	55.62	389.34	
Sr Engineer IV	6/28/2017	1.50	55.62	83.43	
Totals		29.25		1,540.53	
Total Labor					**1,540.53**

Overhead Fee

Employee and general overhead	200.00 % of 1,540.53		3,081.06	
Total Overhead Fee			**3,081.06**	**3,081.06**
		Total this Subdeliverable		**$4,621.59**

Subdeliverable 0007 J-Power

Professional Services

		Hours	Rate	Amount	
Engineering					
Sr Engineer IV	7/6/2017	3.50	57.76	202.16	
Sr Engineer IV	7/12/2017	1.50	58.76	88.14	
Totals		5.00		290.30	
Total Labor					**290.30**

Overhead Fee

Employee and general overhead	200.00 % of 290.30		580.60	
Total Overhead Fee			**580.60**	**580.60**
		Total this Subdeliverable		**$870.90**
		Total this Deliverable		**$5,492.49**
		Total this Invoice		**$10,643.91**

Outstanding Invoices

Number	Date	Balance
0193050	6/22/2017	14,695.71
Total		**14,695.71**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

BAXTER & WOODMAN
Consulting Engineers
baxterwoodman.com

July 20, 2017
Project No: 170668.30
Invoice No: 0193624

Village of Elwood
Accounts Payable
401 East Mississippi Avenue
Elwood, IL 60421

Client ID ELWDV

Total This Invoice: $1,452.25

Client Manager Dennis Dabros
Project Manager Sheposh, Amanda
Project 170668.30 Wastewater Planning Report
Invoice for the Progress Payment of the Wastewater Planning Report.

Deliverable OOS Out of Scope

Professional Services

		Hours	Rate	Amount	
Attend Meeting					
Sr Engineer II					
Sheposh, Amanda	7/6/2017	5.00	130.00	650.00	
Engineering					
Engineer II					
Chan, Timothy	7/6/2017	6.50	85.00	552.50	
Chan, Timothy	7/7/2017	.50	85.00	42.50	
Chan, Timothy	7/10/2017	.25	95.00	23.75	
Totals		12.25		1,268.75	
Total Labor					**1,268.75**

Reimbursable Expenses

Travel			
7/6/2017	Chan, Timothy	53.50	
	Total Reimbursables	**53.50**	**53.50**
		Total this Deliverable	**$1,322.25**

Deliverable WW145 WWTP Investigation / Study

Professional Services

		Hours	Rate	Amount	
Engineering, Civil/Environmental					
Sr Engineer II					
Sheposh, Amanda	7/6/2017	.50	130.00	65.00	
Totals		.50		65.00	
Total Labor					**65.00**
			Total this Deliverable		**$65.00**

Deliverable WW700 Project Management

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

Professional Services

		Hours	Rate	Amount	
Engineering, Civil/Environmental					
Sr Engineer II					
Sheposh, Amanda	7/5/2017	.50	130.00	65.00	
Totals		.50		65.00	
Total Labor					**65.00**
			Total this Deliverable		**$65.00**

Contract Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,452.25	0.00	1,452.25
Engineers' Fee			54,180.00
Remaining			52,727.75
		Total this Invoice	**$1,452.25**

Billings to Date

	Current	**Prior**	**Total**
Labor	1,398.75	0.00	1,398.75
Expense	53.50	0.00	53.50
Totals	**1,452.25**	**0.00**	**1,452.25**

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or Wire Payment to: St. Charles Bank & Trust ABA Routing #071926650; Bank Account #31305669. Call your client manager or 815.459.1260 with questions on this invoice.

~~MUST BE~~ YES Northpoint REIMBURSEMENT

RE: Coldwater
Matter 009

Invoice # 51961

Professional Fees

			Hrs/Rate	Amount
6/23/2017	DJS	Telephone conference with Carl Buck.	0.25 225.00/hr	56.25
6/26/2017	DJS	Meeting with Marian and Julie with regard to FOIA issues, analysis of issues.	0.50 225.00/hr	112.50
	Total fees		0.75	$168.75
	Balance due			**$168.75**

Lawyer Summary

Name	Hours	Rate	Amount
David J. Silverman	0.75	225.00	$168.75

RE: Northpoint
Matter 006

– BILL

Invoice # 51958

Professional Fees

			Hrs/Rate	Amount
6/2/2017	DJS	Begin to review various issues. Preparation for further analysis of Village objectives and requirements, and matters for Agreement.	1.00 300.00/hr	300.00
6/5/2017	DJS	Review of contracts with land owners, correspondence with Marian Gibson.	0.75 300.00/hr	225.00
6/6/2017	DJS	Reviewing contiguity issues in Annexation regarding the Coldwater property. Review Agreement, Ordinances, proceedings and statute. Telephone conference with Marian and Julie. Draft correspondence to same. Reviewing Memorandum of Understanding.	2.00 300.00/hr	600.00
	DJS	Begin drafting memo of issues regarding annexation.	1.00 300.00/hr	300.00
6/7/2017	DJS	Review Enterprise Zone statute.	0.50 300.00/hr	150.00
6/8/2017	DJS	Telephone conference with Marian regarding Northpoint issues, planning issues, meeting and upcoming open house.	0.25 300.00/hr	75.00
6/14/2017	DJS	Meeting at Village Hall with staff.	2.00 300.00/hr	600.00
6/19/2017	DJS	Telephone conference with Marian with regard to Board meeting and Open House issues.	0.25 300.00/hr	75.00
6/23/2017	DJS	Telephone conference with Marian.	0.25 300.00/hr	75.00

			Hrs/Rate	Amount
6/26/2017	DJS	Review of FOIA response, communications with Village.	0.25 300.00/hr	75.00
	DJS	Meeting with Marian and Patrick, meeting with Marian.	2.00 300.00/hr	600.00
6/27/2017	DJS	Attend Open House at Village Hall. Review issues with regard to Petition circulated at Village Hall.	1.00 300.00/hr	300.00
	Total fees		11.25	$3,375.00
	Previous balance			$562.50
	Balance due			**$3,937.50**

Lawyer Summary

Name	Hours	Rate	Amount
David J. Silverman	11.25	300.00	$3,375.00

Kane, McKenna and Associates, Inc.
150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

Kane, McKenna
and Associates, Inc.
T 312.444.1702
F 312.444.9052

Invoice submitted to:

NORTH POINT DEVELOPMENT
MS. MARIAN GIBSON
VILLAGE MANAGER
PO BOX 435
ELWOOD, IL 60421-0435

01-11-299
Reimbursement from
Northpoint

July 31, 2017

In Reference To: NORTH POINT DEVELOPMENT
PROJECT COMPASS
CLIENT #1669
CONTRACT DATED 02/03/2017

Invoice #14853

Please Note: Payment(s) received after the last day of the month will appear on your next invoice.

Professional Services

			Hours	Amount
7/6/2017	RR	RESEARCH ANALYSIS	1.50	262.50
7/13/2017	RR	RESEARCH ANALYSIS	1.00	175.00
7/14/2017	RR	MEETING and prep.	3.00	525.00
7/27/2017	MT	ADMINISTRATIVE	0.50	87.50
		Current professional fees	6.00	$1,050.00
		Previous balance		$1,612.50
7/26/2017		Invoice #14790. Check No. 76768		($1,612.50)
		Total payments and adjustments		($1,612.50)

	Amount
Total balance due	$1,050.00

North Point 01-205

GINKGO Planning & Design, Inc.

10640 Penfield Dr. Orland Park, IL 60462

Invoice # 17105.1
Invoice Date: August 10, 2017

Elwood Industrial Campus
GINKGO PN 17105

BILL TO:
Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

CLIENT CONTACT:
Marian T. Gibson
Village Administrator
P: 815 424-1094
marian.gibson@villageofelwood.com

BILLING PERIOD June 5, 2017 - August 9, 2017

CONSULTANT SERVICES

SUMMARY OF SERVICES

PHASE 1
Meeting with Staff and Development Team - 6-26-17
Public Open House - 6-27-17

PHASE 2
Meeting with Staff and Development Team - 7-6-17
Meeting with Staff and Development Team -7-14-17
Meeting with North Point Planning Staff - 7-27-17
Meeting with Village Staff - 8-2-17
Meeting with Village Staff, Village Team and North Point Team - 8-9-17

Labor	HOURS	
Principal	17	$ 3,825.00
Senior Associate	24.5	$ 4,655.00
Associate	0	$ -
SUBTOTAL		**$ 8,480.00**

TOTAL **$ 8,480.00**

Payable to GINKGO Planning & Design, Inc., 10640 Penfield Drive, Orland Park, IL 60462

CONTACT
Pericles Georgopoulos, Senior Associate
312.758.3898 pgeorgopoulos@ginkgoplanning.com

Mahoney, Silverman + Cross

RE: **Northpoint**
Matter 006

Invoice # 52255

Professional Fees

			Hrs/Rate	Amount
7/5/2017	JMK	Preparation and attendance at Village meeting.	2.00 300.00/hr	600.00
7/6/2017	DJS	Meeting at Village Hall with staff.	2.50 300.00/hr	750.00
7/7/2017	DJS	Render advice regarding FOIA issues concerning Development.	0.25 300.00/hr	75.00
7/10/2017	DJS	Reviewing various emails in response to FOIA.	1.50 300.00/hr	450.00
7/12/2017	DJS	Telephone conference with Marian regarding FOIA issues and process issues.	0.50 300.00/hr	150.00
	DJS	Telephone conference with Tom Serafin and Scott Burnham.	0.25 300.00/hr	75.00
7/13/2017	HRB	Prepared a memorandum on the requirements of the Open Meeting Act for an over-flow room.	1.00 300.00/hr	300.00
7/14/2017	DJS	Meeting at Village Hall with staff and with Developers regarding FOIA, development and other issues.	7.00 300.00/hr	2,100.00
7/17/2017	DJS	More FOIA review and comments.	0.50 300.00/hr	150.00
7/18/2017	DJS	Draft memorandum to President and Board of Trustees regarding status of project.	1.00 300.00/hr	300.00
7/19/2017	DJS	Communications to and from Tom Ostenberger.	0.25 300.00/hr	75.00

			Hrs/Rate	Amount
7/19/2017	TK-	Research Illinois municipal law on conflicting boundary agreements.	0.50 125.00/hr	62.50
7/20/2017	DJS	Working on issues regarding method of written negotiations, telephone conference Tom Osterberger, research of issues.	0.75 300.00/hr	225.00
	DJS	Telephone conference with Ian McDonald.	0.25 300.00/hr	75.00
	DJS	Preparation for meeting at Village Hall.	0.50 300.00/hr	150.00
	DJS	Meeting at Village Hall with developers and staff, meeting with Clerk and working on issues regarding FOIA request.	3.50 300.00/hr	1,050.00
	TK-	Finished research on conflicting boundary agreements.	1.00 125.00/hr	125.00
	TK-	Researched FOIA exemption for "deliberate" materials.	2.00 125.00/hr	250.00
7/21/2017	DJS	Drafting memo regarding FOIA denial.	0.50 300.00/hr	150.00
7/24/2017	DJS	Doing research regarding FOIA issues regarding deliberative process, various correspondence regarding Agreements.	2.00 300.00/hr	600.00
	TK-	Completed research regarding FOIA exemptions.	3.50 125.00/hr	437.50
7/25/2017	DJS	Working on FOIA issues.	1.00 300.00/hr	300.00
	DJS	Preparation and meeting with Tom Osteberger regarding FOIA issues.	0.75 300.00/hr	225.00

			Hrs/Rate	Amount
7/25/2017	DJS	Meeting with Marian and Developers regarding various development issues.	3.00 300.00/hr	900.00
	TK-	Researched additional exemption and emailed letter to attorney general.	0.75 125.00/hr	93.75
	Total fees		36.75	$9,668.75
	Previous balance			$3,937.50
7/31/2017	Payment - thank you. Check No. 76761			($562.50)
	Total payments and adjustments			($562.50)
	Balance due			**$13,043.75**

Lawyer Summary

Name	Hours	Rate	Amount
Hannah R. Brennan	1.00	300.00	$300.00
Jordan M. Kielian	2.00	300.00	$600.00
Summer Law Clerk	7.75	125.00	$968.75
David J. Silverman	26.00	300.00	$7,800.00

Village of Elwood

Pat Winters <pat.winters@villageofelwood.com>

Public Notice Example

1 message

Pat Winters <pat.winters@villageofelwood.com> Tue, Oct 24, 2017 at 3:57 PM
To: imcdonald@northpointkc.com

Hello,

Here is the copy of a public notice that we sent to the Free Press recently.

--
Pat Winters
Permit Technician
Village of Elwood
Address: 401 East Mississippi Avenue - Elwood, IL 60421
Phone: 815-423-5011

Elwood legal notice 8-31-17 (1).docx
15K

LEGAL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning and Zoning Commission of the Village of Elwood, Will County, Illinois, will conduct the following Public Hearing beginning at 7:00 p.m. on Tuesday, September 26, 2017, at the Elwood Village Hall, 401 E. Mississippi Avenue, Elwood, Illinois 60421. The Planning and Zoning Commission will hold a public hearing to consider a request for a special use with modifications pursuant to Section 162.064 C-1 Local Shopping District of the Elwood Zoning Ordinance to permit a bar with video gaming in a former residence located at 109 E. Mississippi Avenue. The Permanent Real Estate Index Numbers are: 10-11-29-114-007-0000, 10-11-29-114-008-0000, and 10-11-29-114-009-0000.

The legal description of said property:

PARCEL 1: Lot 10 in Assessor's subdivision of Lots 10, 11, 12 13 and 14 in Block 21 of the Town of Elwood, excepting therefrom that part described as follows: commencing at the Southwest corner of said Lot 10, and running thence East on the North line of Mississippi Avenue 20 feet; thence North at right angles with said Mississippi Avenue to the east line of the alley or street West of said Lot 10, thence Southwesterly along the East line of said alley or street to the point of beginning, according to the plat of said Assessor's subdivision recorded October 5, 1869 and re-recorded September 21, 1886 in Plat Book 5, Page 59, as document no. 140880, in Will County, Illinois

PARCEL 2: Lot 9 in Assessor's subdivision of Lots 10, 11, 12, 13 and 14, in Block 21, and Lot 8, in said assessor's subdivision excepting therefrom that part described as follows: commencing at a point 25.5 feet East of the Southwest corner of said Lot 8 running thence North to the South line of original Lot 9 in said Block 21, thence in a southeast direction on the North line of said Lot 8 to the East line of said Lot 8, thence South to Mississippi Avenue, thence West to the point of beginning, all in Will County, Illinois.

The Planning and Zoning Commission reserves the right to continue said hearings from time to time as may be required without further notice, except as may be required by the Illinois Open Meetings Act.

DATED: September 1, 2017.

Julie Friebele
Village Clerk
Village of Elwood