



Village of Algonquin
COMMUNITY DEVELOPMENT DEPARTMENT

(847) 658-2700 | www.algonquin.org
2200 Harnish Drive, Algonquin, IL

November 15, 2023

Kane County Village Board
Kane County Government Center
719 S. Batavia Ave., Building A
Geneva, IL 60134

Village Board Members,

After reviewing the Petition for a Special Use (#4620), the Village of Algonquin requests the following conditions of approval:

1. Adherence to the conditions and standards of the Intergovernmental Agreement (IGA) between the County of McHenry, the County of Kane, the Village of Algonquin, the Village of Carpentersville, the Village of Gilberts, and the Village of Huntley for mutual cooperation to ensure the safe and efficient flow of traffic along the Longmeadow Parkway / Huntley Road / Kreutzer Road Corridor, namely:
 - a. Condition #9 in the attached IGA requires projects adjacent to Huntley Road must dedicate the minimum right-of-way for the future expansion of Huntley Road and the right-of-way to modernize the traffic signal at Huntley Road and Square Barn Road. As such, the Village of Algonquin requests the appropriate right-of-way and easements to be dedicated for the future expansion of Huntley Road.
 - b. Conditions #3 and #5 reference a typical cross-section for a ten foot (10') bike path on the south side of Huntley Road. The Village of Algonquin requests the appropriate right-of-way and easements be dedicated for the bike path.
 - c. Condition #14 requires that all Governmental Entities agree to locate or relocate any utilities, municipal or otherwise, relating to any development along Huntley Road to avoid potential roadway / utility conflicts for the future expansion of Huntley Road. The Village of Algonquin requests that no new utility poles be placed in the right-of-way or in the future footprint of Huntley Road. Additionally, we request the burying of the utility poles in front of this property.
2. To eliminate glare to properties and roadways to the north and east, the Village of Algonquin requests that a landscaping berm with evergreen trees only (no deciduous plantings) be placed along the entire frontage of Huntley Road and the eastern property line due to the northwestern/southeastern nature of Huntley Road and that there be no breaks or gaps in the landscaping berm. The berm shall be of varying heights and only mature evergreen trees shall be planted along the berm. The evergreen trees shall be staggered along the berm so that there is no visibility through the screening. The minimum height at installation of the berm plus the trees shall not be less than the maximum height of the photovoltaic (PV) arrays.

Best,

Jason C. Shallcross, AICP, CEcD
Community Development Director
Village of Algonquin, Illinois

Enclosed: Longmeadow Parkway / Huntley Road / Kreutzer Road Corridor IGA

Cc: Debby Sosine, Village President, Tim Schloneger, Village Manager, Nadim Badran, Public Works Director, Clifton Ganek, Village Engineer

COPY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF McHENRY, THE COUNTY OF KANE, THE
VILLAGE OF ALGONQUIN, THE VILLAGE OF CARPENTERSVILLE, THE
VILLAGE OF GILBERTS, AND THE VILLAGE OF HUNTLEY
FOR MUTUAL COOPERATION TO ENSURE THE SAFE AND EFFICIENT
FLOW OF TRAFFIC ALONG THE LONGMEADOW PARKWAY / HUNTLEY
ROAD / KREUTZER ROAD CORRIDOR**

THIS AGREEMENT is entered into this 15th day of March, 2005 by and between the COUNTY OF McHENRY, a body corporate and politic, (hereinafter "McHenry County"), the COUNTY OF KANE, a body corporate and politic (hereinafter "Kane County"), the VILLAGE OF ALGONQUIN, a municipal corporation, (hereinafter "Algonquin"), the VILLAGE OF CARPENTERSVILLE, a municipal corporation, (hereinafter "Carpentersville"), the VILLAGE OF GILBERTS, a municipal corporation, (hereinafter "Gilberts"), and the VILLAGE OF HUNTLEY, a municipal corporation (hereinafter "Huntley"), all of the State of Illinois, and collectively referred to in this Agreement as the "Governmental Entities" and singularly as "Governmental Entity" herein, acting by and through their respective governing boards.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970 Article VII, Section 10 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes, (5 ILCS 220/1 et seq.) authorizes the Governmental Entities to cooperate in the performance of their respective duties and responsibilities by contracts and other agreements; and

WHEREAS, the Governmental Entities desire to improve safety, efficiency and east-west motor vehicular movement in the area along the Longmeadow Parkway/Huntley Road/Kreutzer Road Corridor as depicted in Exhibit "A", hereinafter referred to as the "Corridor"; and

WHEREAS, the population of southeast McHenry County and northern Kane County is expected to increase dramatically over the next twenty years, further diminishing safety and increasing congestion in and along the Corridor; and

WHEREAS, a number of roadway improvements are currently being planned along the Corridor by the Governmental Entities; and

WHEREAS, the Governmental Entities are aware of numerous development proposals being considered adjacent to the Corridor which, if not considered in light of other activity along the Corridor, will have negative impacts on safety and vehicular movement and efficiency in the area; and

WHEREAS, Huntley and McHenry County desire to transfer jurisdiction of Huntley Road between Kreutzer Road and East Main Street from the McHenry County to

the Huntley, requiring development of an alternate roadway to serve the arterial function presently being satisfied by Huntley Road; and

WHEREAS, there are various boundary agreements in place between some of the Governmental Entities which are party to this Agreement that have been adopted to allow for orderly annexation and development of the area; and

WHEREAS, the Governmental Entities find that the health, welfare and safety of their residents are best served by entering into this Agreement to coordinate the management of access to and from the Corridor to ensure the Corridor's primary function will be the safe and efficient movement of vehicular traffic.

NOW, THEREFORE, in consideration of the mutual covenants contain herein, McHenry County, Kane County, Algonquin, Carpentersville, Gilberts and Huntley mutually covenant, agree and bind themselves as follows, to wit:

1. The Governmental Entities acknowledge and agree that the preambles as stated herein above are incorporated into this Agreement.
2. The Governmental Entities acknowledge and agree that the definitions as contained in Exhibit "B" are made a part of this Agreement.
3. The Governmental Entities agree that, within their respective planning jurisdictions, each shall require all forms of development approvals, including but not limited to, grants of special use, approval of zoning map amendments, approval of plats of subdivision and approval of annexation agreements, for all property adjacent to the Corridor to include provisions for access to the Corridor consistent with the terms of this Agreement and as generally depicted on Exhibits "C" and "D" which are attached hereto and made a part hereof.
4. The Governmental Entities acknowledge that: Algonquin has jurisdiction of Longmeadow Parkway, Kane County has jurisdiction of Huntley Road south of its intersection with Kreutzer Road and Huntley has jurisdiction of Kreutzer Road west of its intersection with Huntley Road. Nothing in this Agreement is intended to, nor shall be construed in any manner to, alter or change the existing jurisdictional responsibility of the Governmental Entities over any portion of the Corridor. The Governmental Entities acknowledge that there are discussions between Huntley and McHenry County regarding transfer of jurisdiction of Huntley Road north of its intersection with Kreutzer Road, however nothing in this Agreement shall be contingent upon the outcome of those discussions. The Governmental Entities further acknowledge that there are discussions between Algonquin and Kane County regarding the transfer of jurisdiction of Longmeadow Parkway, however nothing in this Agreement shall be contingent upon the outcome of those discussions. Additionally, the parties agree that such transfer of jurisdiction shall not effect the terms of this agreement and the new jurisdictional authority shall be bound by these terms.

5. The Governmental Entities agree that each shall, within their respective jurisdictions and/or planning jurisdictions, limit and require all roadway access to and from the Corridor to be in substantial conformance to Exhibit "C" and the attached Kreutzer Road/IL Route 47 Intersection Detail. Each specific access point and the final design thereof shall be approved by the Governmental Entity with jurisdiction over the section of the roadway that is a part of the Corridor, whether said access is signalized or unsignalized. The exact location and design of these access points will be determined in accordance with good engineering judgment and the current policies, regulations and standards of the appropriate highway authority and shall generally conform to the typical sections shown on Exhibit D.
6. The Governmental Entities agree that full access points which currently exist along the corridor in developed areas may not need to be restricted or modified to conform to the provisions of this Agreement. The Governmental Entities should, however, make every effort to bring these access points into conformance with Exhibit "C" upon any annexation, rezoning, major site modification or change in use to the properties using these access points.
7. The Governmental Entities agree that it is necessary and desirable to require public internal access roads, frontage roads and/or public cross access easements for property adjacent to the Corridor. The Governmental Entities agree to ensure that the owners of the adjoining properties adjacent to the Corridor provide and maintain the cross access easements, internal access roads and/or frontage roads, including upkeep of roadway striping, signage, and pavement. The Governmental Entities agree not to issue any building or site permits for properties adjacent to the Corridor without the review and approval of the internal access road design by the highway authority having jurisdiction. Such approval shall not be unreasonably withheld by the appropriate highway authority. The Governmental Entities agree that the internal access roads and/or cross access easements will be designed to:
 - A. Be suitable for and accessible to public traffic.
 - B. Provide connections in general conformance with Exhibit C, except that alignment changes may be necessary and desirable for improved traffic flow, safety or other engineering reasons.
 - C. Consist of driving lanes that are to be at least twelve (12) feet wide.
 - D. Include appropriate pavement and curb markings, including centerlines, lane lines, and stop bars, each of standard design and application.
 - E. Include appropriate signage and traffic control of standard design and application.
8. The Governmental Entities agree that the alignments indicated for all roadways, cross access easements and/or internal access roadways on the attached Exhibit

"C" are conceptual in nature, and are intended to primarily show continuity of the internal access roads, frontage roads and cross access easements, allowable points of intersection/access and the permitted method of intersection traffic control. The exact alignment and geometrics for the frontage roads, internal access roads and cross access easements shall be determined in accordance with good engineering judgment.

9. In order to allow for expansion of the roadway facilities that make up the Corridor, the Governmental Entities agree that as part of any annexation, rezoning, major site modification or change in use to any parcel having frontage on the Corridor over which the Governmental Entities have control, review or approval, they shall require a minimum dedication of the right-of-way as indicated on attached Exhibit "D" (hereinafter referred to as the "Right-of-Way"). The Governmental Entities shall, protect and acquire the Right-of-Way to the extent to which they may lawfully do so at no expense to the Governmental Entities.
10. Where the highway authority acquires Right-of-Way along the Corridor for the completion of roadway improvements for the Corridor, each Governmental Entity agrees, to the lawful extent of its authority to do so, to cause to be reimbursed to the highway authority as a condition of annexation any Right-of-Way acquisition costs incurred outside of their respective municipal boundaries as said boundaries exist as of the date of this Agreement. Any reimbursement as set forth in this paragraph shall occur within ninety (90) days of the Governmental Entity's development approval of any property adjacent to the Corridor and/or prior to access being granted to the Corridor.
11. The Governmental Entities agree to work cooperatively during the development process for development of all properties adjacent to the Corridor. The Governmental Entities agree to solicit the review and comments from the appropriate highway authority prior to any annexation, subdivision, zoning or land use change.
12. The Governmental Entities agree that, in addition to the full access locations indicated on Exhibit "C", any right-in/right-out access points or other restricted access may be permitted along the Corridor subject to approval from the appropriate highway authority, provided that said access points are located a minimum of 500 feet from any full access point and any other right-in/right-out access point and/or provided that the right-in/right-out access points or other restricted access meet with current policies, regulations and standards of the appropriate highway authority.
13. The Governmental Entities agree to work cooperatively during the development process of any property adjacent to the Corridor to cause any full access to the Corridor to have a desirable minimum throat length, the distance from the edge of pavement of the highway to the first internal access of five hundred feet (500'), subject to the review and approval of the highway authority.

14. The Governmental Entities agree to locate or relocate or to cause to be located or relocated any utilities, municipal or otherwise, relating to any development along the Corridor in accordance with the requirements of the appropriate highway authority to avoid potential roadway/utility conflicts for any future Corridor widening projects. Utility easements shall be established outside the Rights-of-Way unless otherwise agreed to by the highway authority. All utilities located within the Corridor shall require a permit from the appropriate highway authority.
15. Properly designed right turn deceleration lanes will be required in advance of all full access points and all right-in or right-out access locations. Properly designed left turn deceleration lanes will be required at all full access points. These deceleration lanes will be designed in accordance with policies established by the appropriate highway authority having jurisdiction.
16. The Governmental Entities agree to work cooperatively during the development process of any property adjacent to the Corridor to cause to be provided additional stormwater detention for any proposed Corridor improvements, including auxiliary lanes and capacity improvements and, to the extent they may lawfully do so, may determine the detention necessitated by such road improvements in order to require the property owner(s)/developer(s) of said properties to the Corridor to provide such appropriate stormwater detention at no cost to the Governmental Entities.
17. The appropriate highway authority shall own, operate and maintain any signalization and signal interconnect systems within the Corridor.
18. The Governmental Entities agree that the Governmental Entity requesting access warranting intersection signalization or that may warrant future intersection signalization shall pay, or cause to be paid, the cost to energize, operate and maintain said traffic signals and signal interconnect systems associated with the access.
19. Nothing contained in this Agreement is intended to amend or supercede any of the various existing boundary agreements by and between the Governmental Entities on the date of this Agreement, except as noted in Paragraph 20 herein below. All full access points are to remain as generally shown on Exhibit "C" regardless of their location in respect to these current boundary agreements, any revisions to the current boundary agreements or any subsequent boundary agreements between the Governmental Entities. The Governmental Entities agree that the location of all full access points indicated on Exhibit "C" were located in conformance with the current boundary agreements.
20. Algonquin and Huntley agree that upon realignment of Huntley Road at Kreutzer Road, as indicated on Exhibit "C", the existing Huntley-Algonquin boundary agreement will be hereby revised such that municipal jurisdiction over PARCEL A, as indicated on Exhibit "E", will be evenly divided between Algonquin and Huntley as indicated on the exhibit.

21. Algonquin and Carpentersville agree that upon realignment of Huntley Road at Boyer Road, as indicated on Exhibit "C", the existing Algonquin-Carpentersville boundary agreement will be hereby revised such that municipal jurisdiction over PARCEL B, as indicated on Exhibit "F", will be evenly divided between Algonquin and Carpentersville as indicated on the exhibit. Should proposed development occur on PARCEL B which crosses the indicated division, Algonquin and Carpentersville will jointly develop an agreement to address any issues arising from such a development.
22. The Governmental Entities agree that other than the respective duties and obligations as contained in this Agreement, nothing contained herein is intended to, nor shall be construed as, creating or establishing any legal relationship or entity between the Governmental Entities.
23. The Governmental Entities agree that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
24. The Governmental Entities agree that all of the issues, obligations and requirements related to access to and design of the Corridor are established solely by this Agreement and the policies, regulations and standards of the appropriate highway authority. Any and all other oral agreements, negotiations, and prior written agreements in relation to access to and design of the Corridor are superseded by this Agreement.
25. The Governmental Entities agree that any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the Governmental Entities.
26. This Agreement shall remain in full force for the period of twenty (20) years, beginning upon the execution date of this Agreement. This Agreement will be automatically renewed for successive periods of twenty (20) years without any further action by the Governmental Entities.
27. Any of the Governmental Entities may terminate its participation in this Agreement by providing written notice to all other parties to this Agreement at least 90 days prior to its scheduled expiration. Withdrawal of individual or multiple parties from this Agreement will not affect the rights and obligations of the remaining parties to this Agreement.
28. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the parties as follows:

COUNTY OF McHENRY

Dir. of Transportation/County Engineer
McHenry County Div. of Transportation
161 11 Nelson Road
Woodstock, Illinois 60098
Attn: Joseph R. Korpalski, Jr., P.E.

COUNTY OF KANE

Attn: County Engineer
Kane County Div. of Transportation
41 W011 Burlington Road
St. Charles, Illinois 60175

VILLAGE OF ALGONQUIN

Village Manager
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

VILLAGE OF CARPENTERSVILLE

Village Manager
Village of Carpentersville
1200 Besinger Drive
Carpentersville, Illinois 60110

VILLAGE OF GILBERTS

Village Clerk
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

VILLAGE OF HUNTLEY

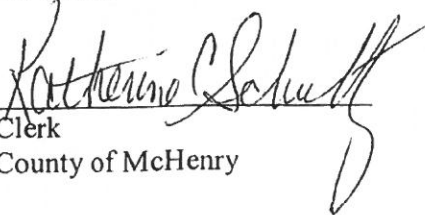
Village of Huntley
11704 Coral Street
Huntley, Illinois 60142
Attn: Mr. Carl Tomaso
Village Manager

Nancy S. Harbottle
Arnstein & Harbottle
2800 West Higgins Road
Hoffman Estates, Illinois 60195

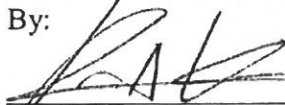
29. The terms of this Agreement will be construed in accordance with the laws of Illinois, and should any disputes arise they shall be decided under the jurisdiction and governed by the laws of the State of Illinois.

30. Each person signing below on behalf of one of the Governmental Entities agrees, represents and warrants that they have been duly and validly authorized to sign this Agreement on behalf of their party.

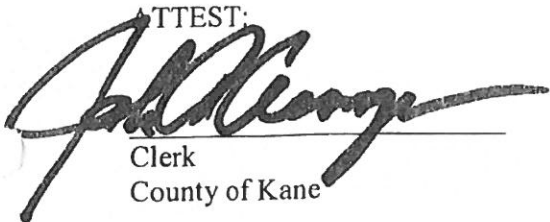
ATTEST:


Clerk
County of McHenry

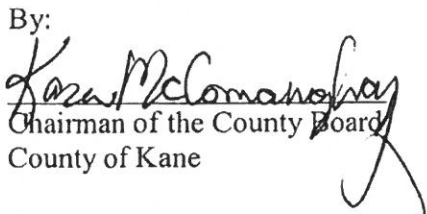
COUNTY OF McHENRY

By: 
Chairman of the County Board (Seal)
County of McHenry

ATTEST:


Clerk
County of Kane

COUNTY OF KANE

By: 
Chairman of the County Board
County of Kane



ATTEST:

Paul A. Kautz
Clerk *W. J. King Deputy Clerk*
Village of Algonquin

VILLAGE OF ALGONQUIN

By:

John C. Seiler
President
Village of Algonquin

(Seal)

ATTEST:

Therese Wilde
Clerk
Village of Carpentersville

VILLAGE OF CARPENTERSVILLE

By:

Mark C. Bottger
President
Village of Carpentersville

(Seal)

ATTEST:

Carolyn M. Guder
Clerk
Village of Gilberts

VILLAGE OF GILBERTS

By:

Edna A. ...
President
Village of Gilberts

(Seal)

ATTEST:

Rita M. McManis
Clerk
Village of Huntley

VILLAGE OF HUNTLEY

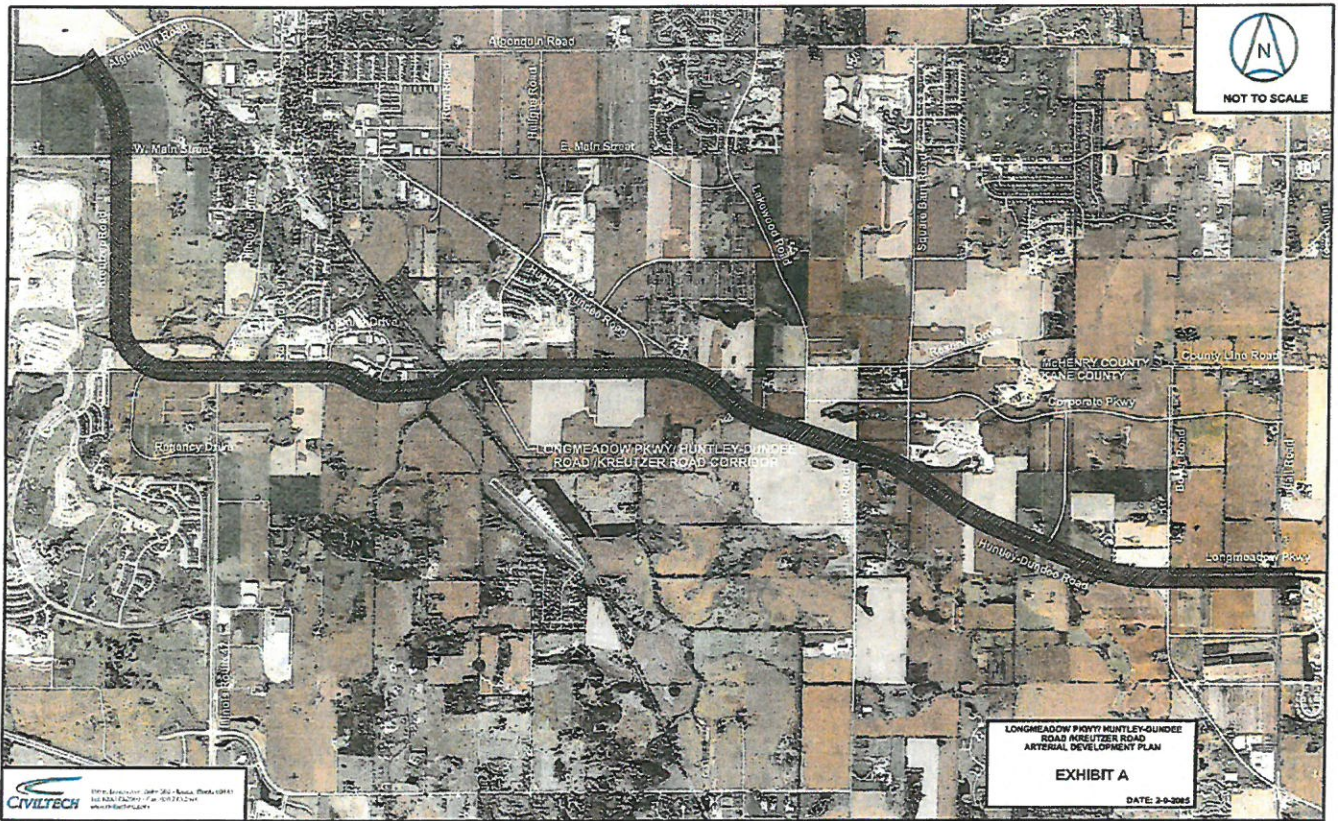
By:

Charles H. ...
President
Village of Huntley

(Seal)

EXHIBITS

EXHIBIT "A"	The Corridor
EXHIBIT "B"	Definitions
EXHIBIT "C"	Access Points
EXHIBIT "D"	Right-of-Way
EXHIBIT "E"	Parcel A
EXHIBIT "F"	Parcel B
	Kreutzer Road/IL Route 47 Intersection Detail



NOT TO SCALE

LONGMEADOW PKWY / HUNTLEY-DUNDEE
ROAD / KREUZER ROAD
ARTERIAL DEVELOPMENT PLAN
EXHIBIT A
DATE: 2-4-2015

CIVILTECH
10700 Brockton Road, Suite 100, Brockton, MA 01909
Tel: 508-685-1100 Fax: 508-685-1101
www.civiltech.com

EXHIBIT "B"

DEFINITIONS

Access, n.: The right of an owner of property immediately adjacent to a highway to ingress to and egress from the property by way of the immediately adjoining highway.

Access Point n.: The designated location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed.

Access Road, n.: A highway or private road that directly connects to an access point. A highway that connects to an access point is sometimes referred to as a leg of an intersection sometimes also referred to as an Internal Access Road.

Auxiliary Lanes, n.: Lanes, other than through lanes, of the traveled portion of a highway such as left or right hand turn lanes.

Cross Access Easement, n.: An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, n.: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Frontage Road, n.: A highway subservient to and which runs generally parallel with a dominant highway (often an arterial highway) and is sometimes referred to as a "local service drive" as defined by the Illinois Highway Code (605 ILCS 5/8-105).

Highway, n.: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. "Highway" includes a municipal street or a township road.

Highway Authority, n.: The Governmental Entity that has jurisdiction over a a highway or a part thereof.

Internal Access Road, n.: A highway servient to and which runs generally perpendicular to and intersects with a dominant highway (often an arterial highway) An internal access road is intended to collect traffic generated from properties adjacent to a frontage road to convey the traffic to an access point on the arterial highway.

Intersection, n.: The area within the right of way of two different highways within which vehicles traveling on the traveled portion of each highway come into conflict with one

another. The junction of an alley or a driveway with a highway shall not for purposes of this Agreement constitute an intersection. Intersection includes:

- A. **"T" Intersection, n.:** An intersection of two highways that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as a various form of the letter "T".
- B. **Full Intersection, n.:** An intersection of two highways that has four intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection.
- C. **Right In/Right Out Only, n. :** A "T" intersection where the movement of traffic is limited to only the following movements: (i) through movements on the horizontal legs of the "T", (ii) a right hand turning movement only from the left horizontal leg of the "T" to the vertical leg of the "T" and, (iii) a right hand turning movement only from the vertical leg of the "T" to the right hand leg of the "T". No left hand turns are permitted on a right in/right out only intersection.
- D. **Signalized Intersection, n.:** An intersection that utilizes signalization.

Intersection Lighting, n.: Overhead electric lighting at an intersection intended to illuminate the pavement surface of the intersection.

Planning Jurisdiction, n.: The area described in the Illinois Compiled Statutes by 65 ILCS 5/11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code.

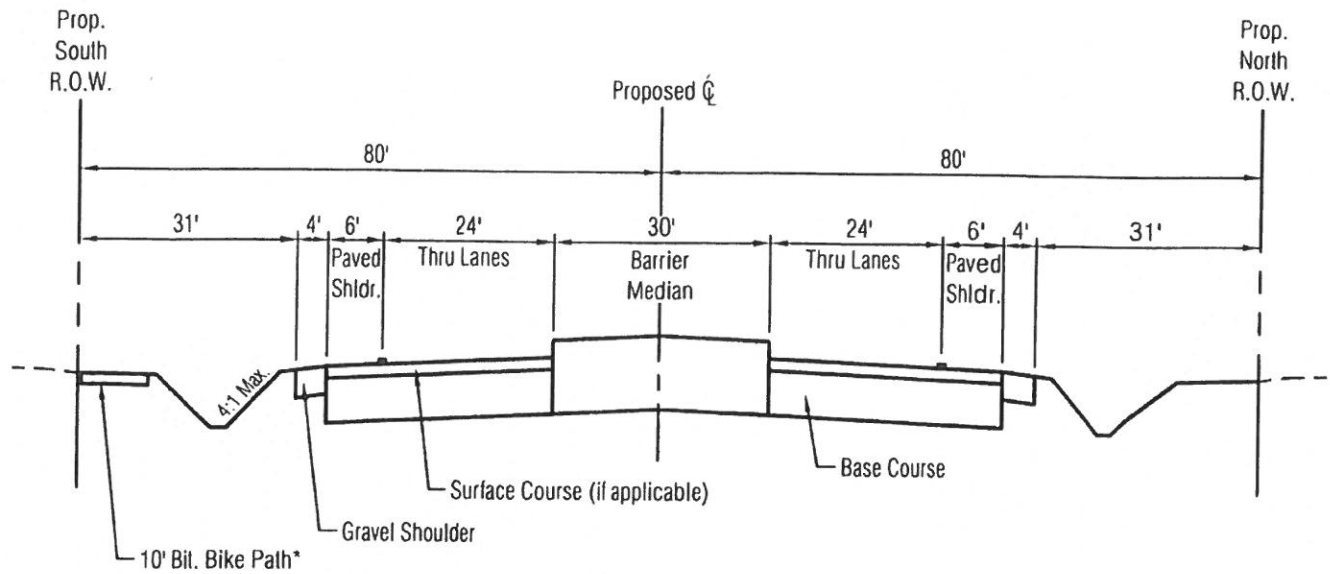
Private Road, n.: A way for purpose of travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor that is not intended for use by the general public.

Roadway Lighting, n.: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area.

Signalization, n.: Electronic traffic control devices also referred to as: traffic lights, traffic control devices or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed.

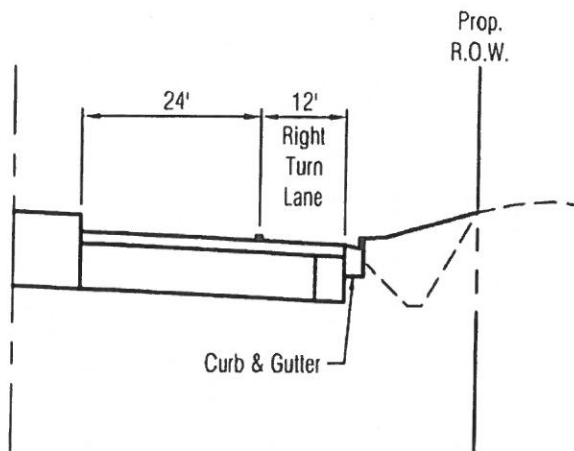
Signal Interconnect System, n.: An electronic system designed and intended to electronically connect signalization at various intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections.

Throat, n.: The area of an access road or leg of an intersection where the junction or intersection with any driveway, alley, street, road or other highway is not permitted.



Proposed Typical Section

* Bike Path Location:
Location to be determined by Highway
Authority have jurisdiction.



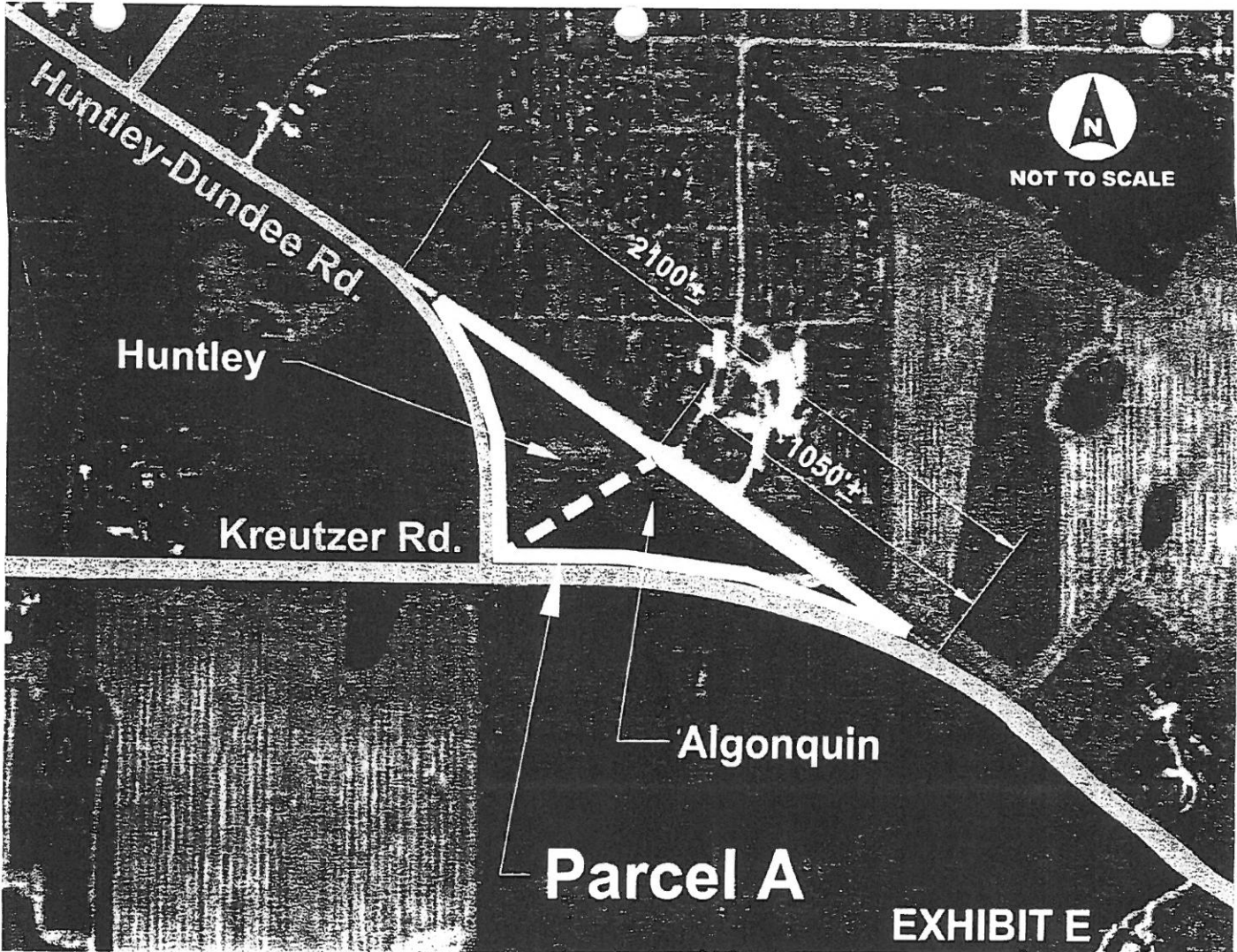
Half-Section at Right Turn Lane

NOTE:
The pavement design and materials used for the roadway
and median shall be governed by the agency having
jurisdiction over the roadway at the time of construction.

**LONGMEADOW PKWY/ HUNTLEY-DUNDEE
ROAD / KREUTZER ROAD
ARTERIAL DEVELOPMENT PLAN**

**RIGHT-OF-WAY
Exhibit D**

DATE: 2-24-2004



Parcel B

Spentersville

Longmeadow
Parkway

Huntley-Dundee Rd.

Algonquin



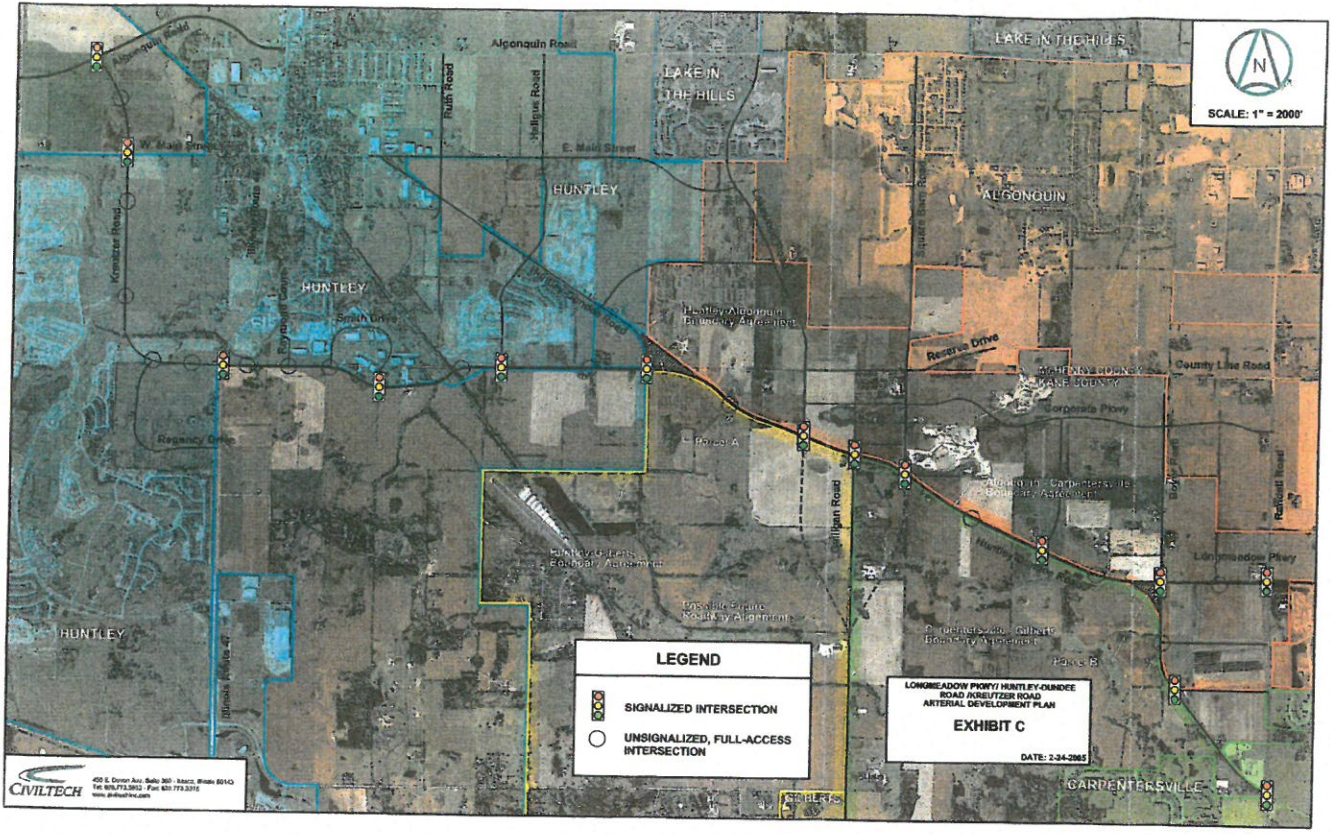
NOT TO SCALE

525'+



1050'+

Huntley-Dundee Rd.

EXHIBIT F



LEGEND

-  SIGNALIZED INTERSECTION
-  UNSIGNALIZED, FULL-ACCESS INTERSECTION

LONGMEADOW PROPERTY HUNTLEY-ALGONQUIN
 ROAD DEVELOPMENT PLAN
EXHIBIT C
 DATE: 2-24-2005

CIVILTECH
 405 S. Dover Ave. Suite 201 | Huntley, Illinois 60143
 Tel: 815.773.2812 | Fax: 815.773.2376
 www.civiltech.com

