

**Village of Algonquin
Village Board Public Hearing
February 17, 2026
7:20 PM**

NOTICE IS HEREBY GIVEN that on Tuesday, February 17, 2026, at 7:20 p.m. in the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois for consideration of the Proposed First Amendment to the Westview Crossing Annexation Agreement

**Ganek Municipal Center
2200 Harnish Drive, Algonquin**

AGENDA

- 1. Call to Order**
- 2. Roll Call - Establish a Quorum**
- 3. Overview of Project**
 - A. Consideration of a Request to Approve an Ordinance Amending the Westview Crossing Annexation and Development Agreement
- 4. Public Comment-Audience Participation**
- 5. Motion Regarding the Determination of Protests and Objections**
- 6. Adjournment**



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Public Hearing
<u>MEETING DATE:</u>	February 17, 2026
<u>SUBMITTED BY:</u>	Patrick Knapp, AICP, Community Development Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consideration of a Request to Approve an Ordinance Amending the Westview Crossing Annexation and Development Agreement

ACTION REQUESTED:

Article 9-4 of the Westview Crossing Annexation and Development Agreement requires CalAtlantic Group (the “Developer”) to complete improvements to Square Barn Road. These improvements include repaving Square Barn Road along the northern half of the subdivision, constructing a multi-use path along the southern portion of the property adjacent to Square Barn Road, and reconstructing Square Barn Road to an urban cross-section along the southern half of the property.

The Developer has been coordinating with Village Staff, and an alternative arrangement has been reached whereby the Developer will provide a payment of \$440,000.00 to the Village in lieu of constructing these improvements, as the Village will already be undertaking construction of other portions of Square Barn Road in the near future.

RECOMMENDATION:

Discussion Only

ATTACHMENTS:

- Exhibit A. First Amendment to the Annexation and Development Agreement
- Exhibit B. Certificate of Publication for the Public Hearing

FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO
ANNEXATION AND DEVELOPMENT AGREEMENT
(Westview Crossing)**

THIS FIRST AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT (Westview Crossing) (the "First Amendment") is made and entered into at Algonquin, Illinois, as of the ____ day of _____, 2026, (the "Effective Date") by and between the **VILLAGE OF ALGONQUIN** an Illinois municipal corporation (the "Village") and **CALATLANTIC GROUP, LLC**, (the "Developer"). (Village and Developer are hereinafter sometimes collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, the Village and the Developer are parties to that certain Annexation and Development Agreement (the "Agreement"), recorded at the McHenry County Recorder on September 9, 2022, as document number 2022R0031506, related to the real estate legally described on **Exhibit A**, attached hereto and made a part hereof, comprising approximately 59.4 acres of land (the "Property"); and

WHEREAS, pursuant to that Agreement, the Parties agreed to develop the Subject Property according to the terms and conditions set forth therein, and in general compliance with the Preliminary Development Plans, Village Approvals, and Municipal Ordinances; and

WHEREAS, in connection with the development of the Property, the Village and Developer have agreed that instead of the Developer making improvement to Square Barn Road, the Developer will pay the Village \$440,000.00 to make said improvements; and

WHEREAS, the Village and the Developer now desire to amend the Agreement to update certain terms; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1, a proposed First Amendment to the Agreement in substance and in form the same as this Agreement was submitted to the Village and a public hearing thereon pursuant to notice as provided by statute; and

WHEREAS, this First Amendment is made pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village, after due and careful consideration, has concluded that this First Amendment will serve the best interests of the residents of the Village.

NOW, THEREFORE, for good and valuable consideration, the Agreement is hereby amended as follows:

1. The Parties agree that the recitals set forth above are hereby incorporated into this Amendment by this reference, including but not limited to the representations and warranties included therein.
2. Defined terms set forth in the Agreement shall have the meanings set forth therein, subject to the modifications set forth in this First Amendment.
3. ARTICLE 9-2 is hereby amended as follows:

Roadways, Right-of-Way and Pavement Width: Developer shall construct all streets and other public improvements in accordance with applicable Village ordinance and the Final Engineering Plan, dated July 22, 2022, last revised August 30, 2023 (“Final Engineering Plan”). The Final Engineering Plan, as approved by the Village Engineer and Public Works Director, sets forth the required rights-of-way, the required pavement cross sections and the pavement widths. The Developer shall pay the Village in the amount of \$440,000.00 based on the Village Engineer’s cost estimate, for the right-of-way improvements along Square Barn Road for the full length of the Property and shall be paid prior to Developer dedicating the Westview Crossing on-site public improvements to the Village and entering into the public improvement maintenance period. Other than said \$440,000.00 payment to the Village, the Developer shall have no obligations with respect to improving any portion of Square Barn Road including

any associated bike paths. Furthermore, upon making said \$440,000.00 payment Developer shall be relieved of any obligations to post surety for the improvements to Square Barn Road.

4. This First Amendment may be executed in two or more fully or partially executed counterparts, each of which shall be deemed to be an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

5. Except as amended herein, all other terms, covenants and conditions of the Redevelopment Agreement shall remain in full force and effect. If there is any conflict between the terms of the Redevelopment Agreement and the terms of this Amendment, the terms of this Amendment shall control.

6. The terms and conditions of this Amendment shall constitute real estate covenants which shall run with the land and the Property and be binding upon the successors, assigns, purchasers and grantees of CALATLANTIC GROUP, LLC, for the remainder of the term of the Agreement.

7. The Village at the expense of CALATLANTIC GROUP, LLC, shall record a copy of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

**VILLAGE OF ALGONQUIN, an
Illinois Municipal Corporation**

By: _____
Debby Sosine, Village President

ATTEST:

By: _____
Fred Martin, Village Clerk

CALATLANTIC GROUP, LLC,

By: _____

Printed Name: _____

Its [Title]: _____

State of Illinois)

)

County of)

The foregoing instrument was acknowledged before me by _____

_____, as

_____ on behalf of CalAtlantic Group, LLC, this

___ day of _____, 2026.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Certificate of the Publisher

Northwest Herald

Description: 1ST AMEND ALGONQUIN
2302499

ZUKOWSKI ROGERS FLOOD & MCARDLE
ATTN: DAVID W. MCARDLE
50 SE VIRGINIA STREET
CRYSTAL LAKE IL 60014

Shaw Media certifies that it is the publisher of the Northwest Herald. The Northwest Herald is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Crystal Lake, County of McHenry, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Northwest Herald, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 01/29/2026

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by John Rung, its Publisher, at Crystal Lake, Illinois, on 29th day of January, A.D. 2026

Shaw Media By:



John Rung, Publisher

Account Number 100515

Amount \$70.44

PUBLIC NOTICE

Notice is hereby given that the President and Board of Trustees of the Village of Algonquin will hold a public hearing on Tuesday, February 17, 2026, at 7:20 p.m. at the Ganek Municipal Center, in the Board meeting room, located at 2200 Hornish Drive, Algonquin, Illinois, to consider a proposed first amendment to an Annexation and Development agreement with CalAtlantic Group, LLC for the Westview Crossings subdivision. The subject territory is generally located on the east side of Square Barn Road, with Academic Drive being located to the west and White Deer Drive being located to the east in Algonquin, Illinois.

A copy of the proposed first amendment annexation agreement is available for public inspection at the Village Hall during regular business hours. The public is invited to attend and participate in the hearing.

Village Clerk Fred Martin
Village of Algonquin
(Published Northwest Herald
Jan. 29, 2026) 2302499