Village of Algonquin
Committee of the Whole
May 12, 2026
7:30 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin

Trustee Brehmer
Trustee Auger
Trustee Spella - Chairperson
Trustee Glogowski
Trustee Dianis
Trustee Smith
President Sosine

1. **Roll Call - Establish a Quorum**
2. **Public Comment - Audience Participation**
   (Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
3. **Community Development**
   A. Consider a Public Event License for Lucky Strike and the Cary-Grove Masonic Lodge #1157 on May 24, 2026, for a Classic Car Show at 1611 South Randall Road
   B. Consider a Public Event License for St. Margaret Mary Church on June 7, 2026, for the Corpus Christi Procession at 111 South Hubbard Street, and Waiving the Public Event License Fee
   C. Consider a Public Event/Entertainment License for the Art on the Fox Art Festival on September 12 and 13, 2026, and Waiving the Serving and Consumption of Alcohol Location Restrictions for Bold American Fare, Algonquin Public House, Whiskey & Wine, and Cattleman's Burger and Brew
   D. Consider an Ordinance Approving a Major Amendment to the Planned Development to Allow Outdoor Storage in the Triangle Parking Area for SmartStop Self Storage
   E. Consider an Ordinance Approving a Major Amendment to the Planned Development to Allow Outdoor Storage along the North Property Line for SmartStop Self Storage
   F. Consider an Ordinance Approving a Final Plat of Subdivision and a Final Planned Development for QuikTrip
   G. Consider an Ordinance Approving a Final Planned Development and Issuing a Special Use Permit to Allow a Drive-Through and Open-Air Dining for Dutch Bros Coffee
   H. Consider an Ordinance Amending the Zoning Code Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty
   I. Consider an Ordinance Amending Appendix A: Definitions, Appendix B: Penalty, Salary, Bonds, and Fees, Chapter 22: Subdivision Regulations, Chapter 23: Building Codes, Chapter

26: Site Plan and Development Review Requirements, Chapter 29: Sign Code and Chapter 31: Business Regulations

4. **General Administration**
5. **Public Works & Safety**
   A. Consider a Resolution Authorizing the Illinois Department of Transportation to Execute an Agreement to Award the Bid for the Boyer Road Improvement Project in the Amount of $3,694,061.66.
   B. Consider an Agreement with D. Ryan Landscaping for the Annual Tree Pruning Program
   C. Consider an Agreement with Sutton Ford for the Purchase of a New 2026 Ford Ranger
   D. Consider an Agreement with Casey Equipment for the Purchase of a LeeBoy 1000G Paver
   E. Consider an Agreement with Water Well Solutions of Illinois for Well 11 Pump Repairs
   F. Consider and Agreement with Water Well Solutions of Illinois for Well 15 Repairs & Reinstall
   G. Consider an Agreement with Bonnell Industries for the Purchase of an Anti-ice Sprayer.
   H. Consider an Agreement with Salt Xchange for Rock Salt 2026/2027 Winter Operations
   I. Consider a Resolution for Local Funding Commitment for the 2026 Safe Streets For All Grant Application
6. **Executive Session, if Required**
7. **Other Business**
8. **Adjournment**

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M Knapp, AICP, Director
Stephanie Barajas, Planner

DEPARTMENT: Community Development

SUBJECT: Consider a Public Event License for Lucky Strike and the Cary-Grove Masonic Lodge #1157 on May 24, 2026, for a Classic Car Show at 1611 South Randall Road

ACTION REQUESTED:

Paul Munn, representing the Cary-Grove Masonic Lodge #1157, is seeking approval of a Public Event License for a car show at 1611 South Randall Road (Lucky Strike) occurring on Sunday, May 24, 2026, from 10:00 a.m. to 3:00 p.m.

DISCUSSION:

The applicant is partnering with Rudy Kay from Cruisin' Music Radio to host a classic car show in the parking lot of Lucky Strike. The applicant previously held this event at America's Antique Mall but has relocated the event this year. The car show will include a DJ for music and announcements, a 50/50 raffle, and vehicle awards. Car registration will be from 10:00 am to 11:30 am, with a registration fee of $20 per vehicle. Admission for spectators will be free. No food truck is proposed for the event, as Lucky Strike's on-site restaurant will provide food service.

Lucky Strike has a total of two hundred seven (207) parking spaces, including one hundred twenty-eight (128) spaces in the parking lot west of the building and seventy-nine (79) spaces in the portion of the parking lot north of the building. Note that a large portion of the parking area north of the building is located on property owned by Deli 4 You and the Polish & Slavic Federal Credit Union (PSFCU). Up to one hundred (100) show vehicles are anticipated and they will be parked in the area west of the building to minimize impacts on adjacent residences and businesses. The remaining one hundred seven (107) parking spaces will be available for spectators and general parking.

RECOMMENDATION:

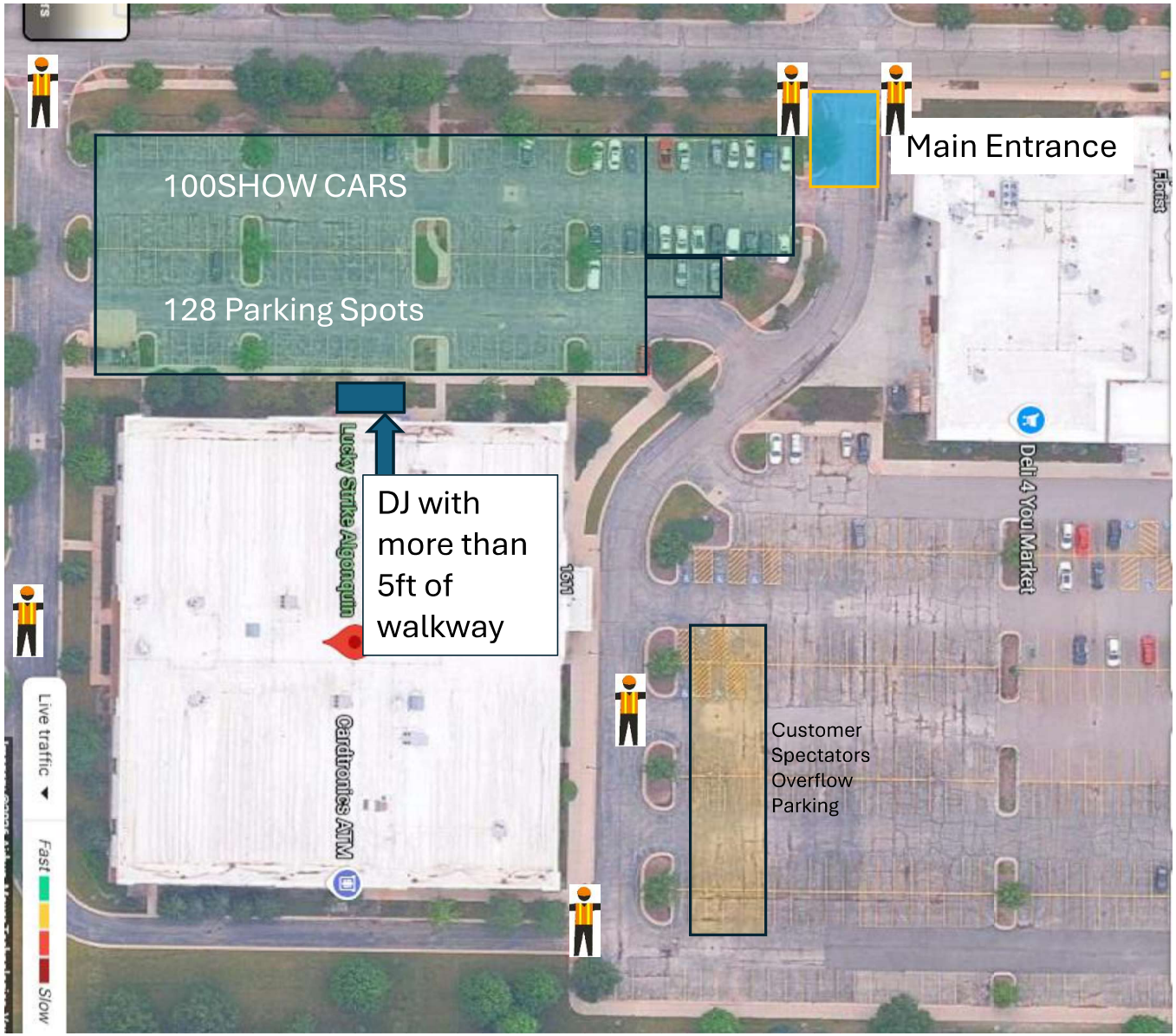
All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend approval, subject to the following conditions:

- Public Event/Entertainment License Fees must be paid prior to the event;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- A maximum of one hundred (100) car show vehicles shall be allowed. Such vehicles shall only park in the area west of the building;
- Impacted neighboring tenants shall be notified of the event at least one week in advance;

- Traffic on public roadways shall not be impeded in any manner;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. Any changes to the site plan, event days, event hours, and details of the event shall be approved by Village Staff before such change can occur;
- All drive aisles shall remain clear of vehicles or other obstructions at all times;
- A minimum of 5 feet of unobstructed sidewalk in front of the business must be maintained at all times, including in front of the DJ Booth. Vehicles shall not be parked on the sidewalk;
- All parking shall be on paved surfaces approved for such use;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Any temporary tents or structures shall be properly weighted or tied down. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- No temporary signage, such as flags or portable ground signs, is permitted on or offsite;
- No alcohol shall be sold or consumed on the property.

ATTACHMENTS:

- Public Event License Application
- Site Plan


100SHOW CARS
128 Parking Spots
Main Entrance
DJ with more than 5ft of walkway
Lucky Strike Algonquin
Cardtronics ATM
Deli 4 You Market
Florist
Customer Spectators Overflow Parking
Live traffic
Fast
Slow

Village of Algonquin

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AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M Knapp, AICP, Director
Stephanie Barajas, Planner

DEPARTMENT: Community Development

SUBJECT: Consider a Public Event License for St. Margaret Mary Church on June 7, 2026, for the Corpus Christi Procession at 111 South Hubbard Street, and Waiving the Public Event License Fee

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ACTION REQUESTED:

Robert Armstrong, on behalf of St. Margaret Mary Church, is seeking approval of a public event license for the Corpus Christi Procession on Sunday, June 13, 2026, from 12:00 p.m. to 12:45 p.m. Mr. Armstrong is also seeking a waiver of the Public Event License Fee of $95/day, as they are a Tax-Exempt Organization.

DISCUSSION:

The procession will begin at St. Margaret Mary Church, head east to Eastgate Drive, then south to Ridge Street, then west to Hubbard Street, and then head north to the church property. No street closures are requested as participants will use the public sidewalk only. With the completion of the Eastgate Drive construction project, participants will no longer need to cross any streets during the procession.

RECOMMENDATION:

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend approval, subject to the following conditions:

- The $95 Public Event License Fee is waived;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Traffic shall not be impeded in any manner due to the procession;
- The final site and circulation plans are subject to review and approval by Village Staff and the Algonquin-Lake in the Hills FPD;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements.

ATTACHMENTS:

- Public Event License Application
- Site Plan

Village of Algonquin

PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Corpus Christi Procession

Sponsoring Organization:

Name: St. Margaret Mary Contact Name: Robert Armstrong/Sue Czech

Address: 111 South Hubbard St.

City, State, ZIP: Algonquin, IL 60102

Phone: [redacted] Email: [redacted]

Event Coordinator:

Name: Robert Armstrong

Home Address: 111 South Hubbard St.

City, State, ZIP: Algonquin IL 60102

Phone: [redacted] Email: [redacted]

Event Information:

Describe the Nature of the Event: Procession around the campus and into the community as seen in the map. Procession in a line with the Enchanted.

New Event _____ Repeat Event X If repeat, will anything be different this year? _____

Event Address: 111 South Hubbard and out into the public space, as noted.

Date(s) and Time(s) of the Event: 6/7/2026 12:00PM to 12:45PM

Rain Date(s), if applicable: _____

Set-Up Date/Time: On campus From 6:00AM to 9:00AM

Maximum Number of Attendees/Participants Expected: 200

Admission Fee: Yes _____ No X If Yes, list fee(s) to be charged: _____

How will the revenue be used (include donations to non-profit or charitable organizations): No revenue

Event Website: saint margaretmary.org

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: No security is necessary. We will have route and road coordination/safety

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: no parking, own lot. Traffic control will be on the route.

Will there be a need for road closures? Yes _____ No X If Yes, please explain: Control only when crossing streets.

Are you requesting Algonquin Police Officer(s) presence? Yes _____ No X If Yes, to perform what function?

Do you want a fire truck or ambulance present? Yes _____ No X If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes _____ No X If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

Do you wish to serve alcoholic beverages? Yes _____ No X

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes _____ No _____ *If Yes, attach a copy of the policy.*

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes _____ No X
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): none

Do you plan on holding a raffle during this event? Yes_____ No X
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Robert Armstrong
On-site contact's cell number: [redacted]
On-site contact's work number: _____
On-site contact's home number: _____

Affidavit of Applicant:
I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

[redacted]
Signature of Applicant

4/13/26
Date

Robert Armstrong
Printed Name of Applicant

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permitee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of it certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permitee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permitee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permitee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permitee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permitee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

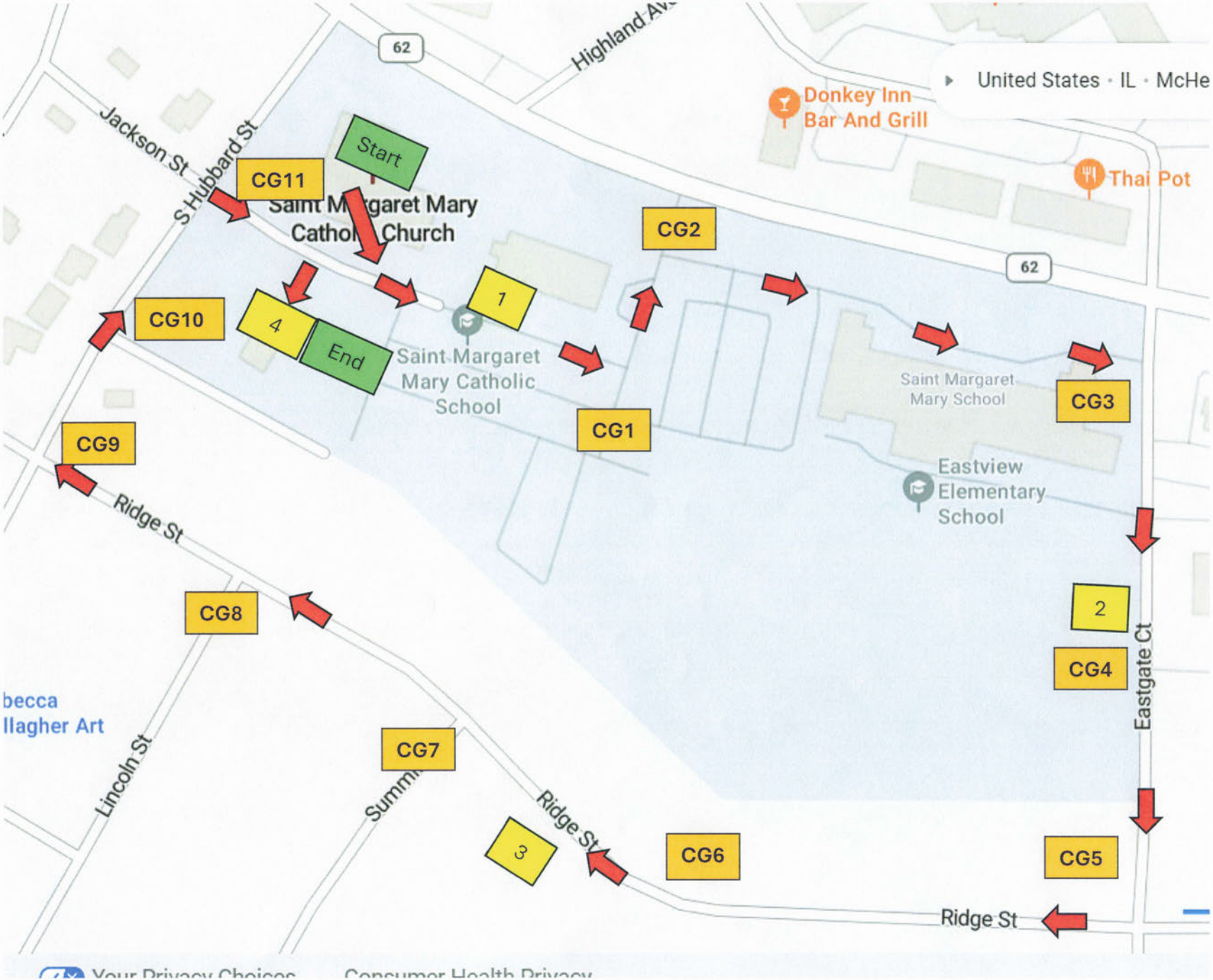
Permittee/
Licensee: St. Margaret Mary Church

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Robert Armstrong
[Print] [redacted]

[Sig]

Date: 4/13/26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CG7
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Ridge St
3
CG6
CG5
Ridge St
Your Privacy Choices
Consumer Health Privacy

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AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M. Knapp, AICP, Director

DEPARTMENT: Community Development Department

SUBJECT: Consider a Public Event/Entertainment License for the Art on the Fox Art Festival on September 12 and 13, 2026, and Waiving the Serving and Consumption of Alcohol Location Restrictions for Bold American Fare, Algonquin Public House, Whiskey & Wine, and Cattleman's Burger and Brew.

ACTION REQUESTED:

The Village of Algonquin is seeking approval of a Public Event/Entertainment License for the Art on the Fox art festival, scheduled to take place in downtown Algonquin on September 12 and 13, 2026. The event is sponsored by the Village of Algonquin and organized by Amdur Productions, Inc. Art on the Fox is a free public cultural event featuring original artwork across all media, as well as live music. The festival was last held in 2025 without incident.

As in prior years, the festival is planned to take place on South Main Street between Algonquin Road and Madison Street. The Police and Fire Departments have granted preliminary approval of the festival footprint, and the Public Works Department has preliminarily approved the associated street closure. The festival will feature two platform stages with live music from 10:00 a.m. to 5:00 p.m. on both Saturday and Sunday. One stage will be located near the north end of Main Street at Algonquin Road, and the other will be located on Washington Street across from Cucina Bella. In addition to the platform stages, up to 75 artist and sponsor booths are planned along Main Street.

The Village does not intend to serve liquor as part of the festival. Instead, the Village will permit participating downtown restaurants to sell alcohol for off-premises consumption within the enclosed festival footprint. This arrangement will allow attendees to patronize downtown businesses holding a valid liquor license and carry purchased alcoholic beverages throughout the festival area. To verify that customers have been carded, participating businesses will issue wristbands at the point of purchase. Wristbands will be a single color bearing the Art on the Fox logo. All alcoholic beverages leaving a licensed premises must be served in a signature Art on the Fox plastic cup. Businesses that wish to sell alcohol outside of their licensed area will be required to obtain a Special Event Permit from the State of Illinois. Businesses requesting to serve outside their licensed area include Bold American Fare, Whiskey and Wine, Algonquin Public House

(formerly Bullseye), and Cattleman's Burgers and Brew. Cucina Bella and Bella's Pizzeria will serve alcohol in Art on the Fox cups within their existing licensed footprints.

Food will be provided by local businesses operating within the festival footprint. In the event that participating restaurants do not offer sufficient grab-and-go options during festival hours, Amdur Productions retains the right, through its agreement with the Village, to bring in outside food vendors. Any additional food vendors would be limited to products not already offered by participating downtown restaurants, and the number of such vendors will be contingent upon the level of downtown restaurant participation in the festival. However, last year there was enough food options offered by the downtown businesses, satisfying the Village's agreement with Amdur.

Last year, the Downtown Algonquin Association hosted a beer tent within the festival footprint, along with an additional downtown food vendor operating outside the festival footprint. Extended evening hours on the main stage were also offered on Saturday night. Should the Downtown Algonquin Association choose to participate again and/or Saturday evening hours are extended, that request will be submitted either as a separate Public Event/Entertainment License application or an amendment to this request.

RECOMMENDATION:

All Village Departments and the Algonquin-Lake in the Hills FPD have reviewed the request and recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Public Event/Entertainment License with the following conditions outlined below:

- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed, prior to being allowed to serve food or alcohol;
- The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- A Public Event Liquor Permit to sell alcoholic liquor must be obtained from the Village and State Liquor Commissioners OR proof of Village permission to have downtown restaurants sell alcohol for consumption off-premises;
- In the event of unfavorable weather conditions, the tent area(s) shall be vacated if there is a severe thunderstorm, if there is a tornado warning/watch issued, or in the case of high winds or gusts in excess of 40 mph;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed.

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M. Knapp, AICP, Director
Stephanie Barajas, Planner

DEPARTMENT: Community Development Department

SUBJECT: Consider an Ordinance Approving a Major Amendment to the Planned Development to Allow Outdoor Storage in the Triangle Parking Area for SmartStop Self Storage

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ACTION REQUESTED:
Jennifer Borie of SmartStop Self Storage, the "Petitioner", is requesting approval of a Major Amendment to the Planned Development to Allow Outdoor Storage in the Triangle Parking Area for SmartStop Self Storage located at 1910 East Algonquin Road, the "Subject Property."

PLANNING & ZONING COMMISSION REVIEW:
The Planning and Zoning Commission reviewed the Request at its March 9, 2026, meeting.

During public comment, one resident shared concerns with lighting, noise, and vehicle repair activities. After discussion, the Planning and Zoning Commission accepted (approved 7-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of RVs and trailers within the triangle parking area at 1910 East Algonquin Road, subject to the conditions as outlined in the staff report for case PZ-2025-22 dated March 6, 2026.

DISCUSSION:
The Petitioner is proposing a Major PUD Amendment to allow outdoor storage in an interior triangle parking area for the purpose of leasing parking spaces to recreational vehicles (RVs) and trailers.

STAFF RECOMMENDATION:
Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Major Amendment to the Planned Development to allow Outdoor Storage at 1910 East Algonquin Road, subject to the following conditions and final staff approval:

a. The Site Plan Exhibit titled "PUD Amendment – Interior Triangle Area," as prepared by WBK Engineering, LLC, and last revised October 23, 2025;

b. Landscaping shall be installed in the area at the southwest corner of the Subject Property for additional screening. A landscape plan shall be submitted to Village Staff for review and final approval;

c. Outdoor storage shall be limited to passenger vehicles, recreation vehicles (RVs), trailers, and marine craft. Commercial vehicles will not be permitted. Vehicles shall not exceed the length of the parking stall and shall be parked within a parking stall at all times.

ATTACHMENTS:

Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2025-22 & Standards & Findings
Exhibit B. DRAFT Minutes from the March 9, 2026, Planning & Zoning Meeting
Exhibit C. Project Narrative
Exhibit D. Plat of Survey
Exhibit E. Site Plan
Exhibit F. Ordinance 2015-O-16

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

CASE NUMBER:	PZ-2025-22
MEMO DATE:	March 6, 2026
PUBLIC HEARING DATE:	February 9, 2026
PROPERTY ADDRESS/LOCATION:	1910 East Algonquin Road
PETITIONER/PROPERTY OWNER:	Jennifer Borie, SmartStop Self Storage/SST II 1910 E Algonquin Rd, LLC

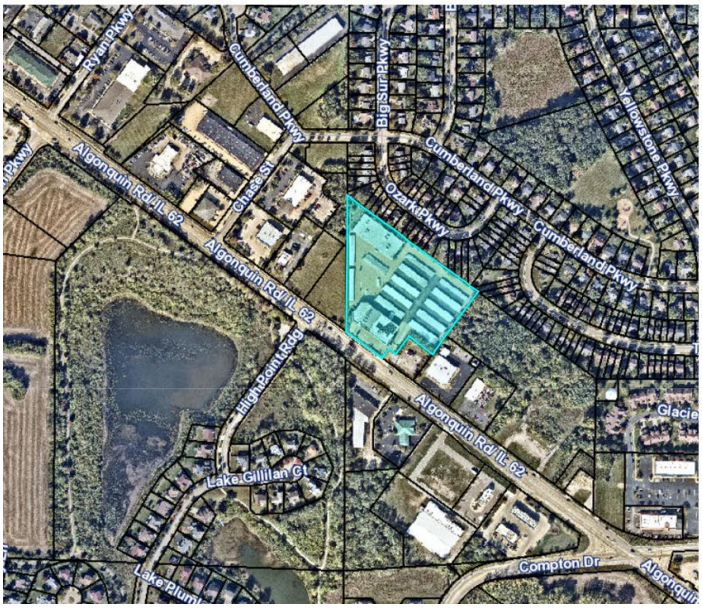
REQUEST SUMMARY

Jennifer Borie of SmartStop Self Storage, the "Petitioner", applied for approval of a Major Amendment to the Planned Development to allow Outdoor Storage at 1910 East Algonquin Road, referred to herein as the "Subject Property".

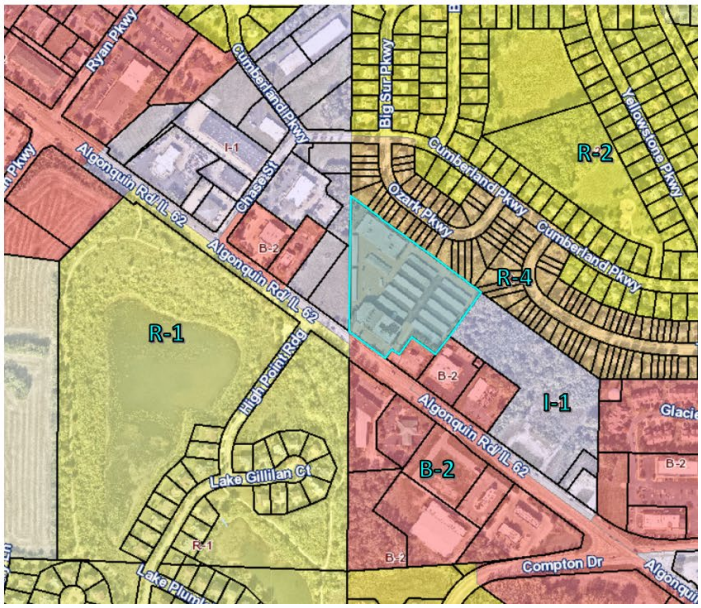
BACKGROUND

Site Information

Location



Zoning



Existing Zoning:	B-2 Business, General Retail/ PUD	**Existing Land Use:**	Self Storage
		Proposed Land Use:	Self Storage
Property Size:	5.934 acres	**PIN(s):**	19-35-400-01
Surrounding Zoning & Land Use	**North:**	R-4 Residential – Townhomes	
	East:	B-2 Business, General Retail – Retail/Commercial/Service I-1 Industrial, Limited – Vacant	
	South:	B-2 Business, General Retail – Retail/Commercial	
	West:	I-1 Industrial, Limited – Vacant	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

Property History

The Subject Property received formal approval to operate a climate-controlled self-storage facility with outdoor storage of rental trucks through Ordinance 2015-O-06, *An Ordinance Approving A Final PUD And Issuing A Special Use Permit For Climate-Controlled Storage And Rental Trucks.* As part of that approval, the ordinance temporarily permitted the outdoor storage of vehicles, boats, and recreational vehicles (RVs). The ordinance required that such outdoor storage be phased out

and eliminated upon the earliest occurrence of the following: approval of a building permit for the expansion of the 30,000-square-foot building, approval of a building permit for the construction of the 22,000-square-foot building, or January 1, 2025. Additionally, the ordinance required that vehicles, boats, and RVs be moved after the construction of the 30,000 square foot building to an area not visible from East Algonquin Road. The ordinance also required that all outdoor storage of commercial trucks, trailers, and any other vehicles other than automobiles, boats, RVs, and campers be eliminated by April 30, 2015.

Prior to this approval, the Subject Property operated as a legal non-conforming self-storage facility with multiple code violations. A Planned Development and Special Use approval was required to remediate the code violations. Redevelopment included site improvements, an indoor facility expansion, and the removal of outdoor storage along the north property line.

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner's request, subject to the conditions listed in the report, as the request is generally consistent with the Village's Comprehensive Plan, Future Land Use Plan, and Special Use and Planned Development standards.

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

Pursuant to Section 21.12, *Special Uses*, of the Zoning Code, outdoor storage requires approval of a Special Use Permit, which was originally granted as part of the Final Planned Unit Development approval. The Zoning Code defines "outdoor storage" as the keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than 24 hours. Additional standards for outdoor storage include the following:

- No adverse effect on adjacent properties, circulation, parking, or general functioning of the site
- Shall be screened from view of adjoining properties and public right-of-way
- Shall be located behind the principal building
- Shall be located on a paved surface.

The Petitioner is requesting a Major Amendment to the PUD to allow the outdoor storage of recreational vehicles (RVs) and trailers within an interior parking area identified on Exhibit D and referred to herein as the "triangle area." The triangle area consists of seventeen (17) angled parking spaces with varying depths ranging from 18.5 feet to 48 feet. For reference, the standard depth of a passenger vehicle parking stall is 18.5 feet.

Because the triangle area is surrounded by buildings on all sides, visibility from East Algonquin Road and adjacent properties is limited. To further minimize visibility and potential impacts, Staff recommends the installation of additional landscaping, such as evergreen plantings, between the west property line and the front parking lot to provide enhanced screening.

Next Steps

The Major PUD Amendment request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for consideration.

STANDARDS & FINDINGS

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit "A" and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide its recommendation of the request to the Village Board.

STAFF RECOMMENDATION

Staff recommends approval of the Major Amendment to the Planned Development for outdoor storage at 1910 East Algonquin Road, consistent with the findings of fact outlined in this report, and subject to the conditions listed below. Based

on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission with the following motion:

1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the approval of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of RVs and trailers within the triangle parking area at 1910 East Algonquin Road, as outlined in the staff report for case PZ-2025-22 dated March 6, 2026, subject to the following conditions and final staff approval:

    a. The Site Plan Exhibit titled "PUD Amendment – Interior Triangle Area," as prepared by WBK Engineering, LLC, and last revised October 23, 2025;

    b. Landscaping shall be installed in the area at the southwest corner of the Subject Property for additional screening. A landscape plan shall be submitted to Village Staff for review and final approval;

    c. Outdoor storage shall be limited to passenger vehicles, recreation vehicles (RVs), trailers, and marine craft. Commercial vehicles will not be permitted. Vehicles shall not exceed the length of the parking stall and shall be parked within a parking stall at all times."

I concur:

Patrick M Knapp, AICP
Director of Community Development

Attachments:
- Exhibit A. Standards & Findings
- Exhibit B. Project Narrative
- Exhibit C. Plat of Survey
- Exhibit D. Site Plan
- Exhibit E. Ordinance 2015-O-16

Exhibit A: Standards & Findings of Fact

Planned Development Standards – Section 21.11.E of the Algonquin Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
    a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
    b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
    c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;
    d. That the use exceptions allowed are on file in the Community Development Department;
4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

Petitioner Response:
See attached.

Staff Response:
Outdoor storage of vehicles, RVs, and trailers is generally consistent with the Village's Comprehensive Plan. The use is not anticipated to be detrimental to the public health, safety, morals, or general welfare of persons residing or working in the vicinity, nor is it expected to be injurious to nearby property values or improvements.

PLANNING AND ZONING COMMISSION MINUTES

MARCH 9, 2026

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

All seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Szpekowski
- Commissioner Sturznickel

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

Chair Patrician asked for approval of the February 9, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Szpekowski and seconded by Commissioner Bumbales to approve the minutes. The motion was approved with a 7-0 vote.

Case Number PZ-2025-22 – Consideration of a Request to Approve a Major Amendment to the Planned Development to Allow Outdoor Storage in the Triangle Parking Area

Adam Rak, of Bodwe – WBK Engineering and on behalf of the Petitioner, gave a digital presentation to the Planning & Zoning Commission and requested a positive recommendation.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission, stating that Staff supports the request, subject to the conditions outlined in the Staff Report.

Commissioner Laipert asked whether people are allowed to work on vehicles on the property and if there is room to tow a vehicle to the area. Mr. Rak responded that no vehicle work is permitted and confirmed that the site can accommodate towing.

Commissioner Neuhalfen asked whether they had issues with abandoned vehicles. Mr. Rak responded that he was not aware of any issues and that there is a limited number of vehicles as no new leases have been signed since 2022. Commissioner Neuhalfen asked if there was a time limit for vehicles. Mr. Rak responded no, as long as the owner has an active lease. Commissioner Neuhalfen then inquired about fluid leakage and monitoring. Mr. Rak responded that he was not sure, but that he assumed that there would be monitoring as the parking area surface is permeable pavers.

Commissioner Rasek asked what is immediately west of the triangle parking area. Planner Barajas responded that there is a storage building.

Commissioner Szpekowski asked how close the triangle area is to the townhomes. Mr. Rak responded that there are several buildings between the triangle area and the townhomes.

Commissioner Bumbales asked how many long-term agreements are currently active. Mr. Rak responded that there are three or four. Commissioner Bumbales asked about staff's condition regarding landscaping. Director Knapp explained that staff was recommending the additional landscaping as a requirement. Commissioner Bumbales asked whether the business had a concern with this requirement. Mr. Rak responded that they had no concerns.

Chair Patrician asked about the width of the parking stalls. Mr. Rak responded that the stall width was typical. Chair Patrician noted that the storage building at the northwest corner blocked the view of the area from the townhomes. Chair Patrician asked about the property history and the purpose of the request. Director Knapp explained that outdoor storage was required to be phased out and that only storage rental trucks were permitted. He added that the previous owner did not move forward with rental trucks and instead continued with the long-term leases that were supposed to be phased out. Planner Barajas explained that the deadline was January 1, 2025, or when a building permit was issued for the addition to the

primary building or the construction of the large building, whichever came first. Chair Patrician then asked whether the staff received any calls from residents regarding the request. Planner Barajas confirmed that two Copper Oaks residents called the Village and shared that they did not oppose the request for the triangle area.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Karen McBride, 1921 Ozark Parkway, stated that she has lived in the Copper Oaks Subdivision for 20 years and noted that the property has improved over the years. She stated she has several concerns regarding lighting, noise, and working on vehicles. She explained that she has observed and heard someone work on a vehicle several times.

Chair Patrician asked what is considered vehicle work. Director Knapp explained that enforcement of this would be difficult, as staff is required to be on public property to observe violations.

Commissioner Bumbales asked about access hours. Mr. Rak responded that the facility was accessible 24/7.

Commissioner Sturznickel asked whether staff was present at all times. Mr. Rak stated that he was unsure if an employee is on-site at all times, but that they have a 24-hour surveillance system.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Commissioner Szpekowski stated that she was concerned with lighting levels. Mr. Rak explained that no additional lighting is proposed. Chair Patrician asked about code requirements for lighting on existing developments. Director Knapp explained that lighting is required to be downcast. Commissioner Bumbales asked whether the lighting would have been required to conform to code during the redevelopment. Director Knapp responded yes.

Chair Patrician asked whether lease agreements addressed working on vehicles or fluid leakage. Mr. Rak responded that he believed that there would be rules and standards as part of the lease agreement. Chair Patrician noted that the area appeared to be screened and maintained well.

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Rasek to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the approval of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of RVs and trailers within the triangle parking area at 1910 East Algonquin Road, subject to the conditions as outlined in the staff report for case PZ-2025-22 dated March 6, 2026. The motion carried with a 7-0 vote.

Project Narrative – SmartStop Self Storage

1910 E Algonquin Road, Village of Algonquin

Major Amendment to Existing Planned Unit Development (PUD) – Triangle Area

Introduction and Purpose of Request

SmartStop Self Storage ("Applicant") operates an existing self-storage facility at 1910 E Algonquin Road within an established Planned Unit Development (PUD). The Applicant is seeking a major amendment to the approved PUD to formally authorize outdoor vehicle storage on the property. This area has been historically used for the requested purpose, and this amendment is intended to memorialize long-standing operational practices and ensure continued compliance with Village requirements.

The requested amendment is as follows:

Outdoor Storage – Triangle Area

Authorization of outdoor storage for up to 17 recreational vehicles and/or trailers within the interior triangular area of the site, as shown on the submitted site plan.

The requested amendment does not modify the existing building, circulation, access points, or functional operations of the site. It serves to formally document existing use patterns and provide regulatory clarity moving forward.

Existing Facility Description

SmartStop Self Storage is a modern, professionally managed self-storage facility offering a range of climate-controlled and non-climate-controlled storage units. Units vary in size and are designed for secure personal and business storage. The property is fully fenced, secured with controlled gate access, and equipped with 24/7 digital security monitoring.

The site currently includes the main storage building, internal drive aisles, loading/unloading areas, customer parking spaces, and two outdoor areas currently subject to separate applications for formal vehicle storage approval.

Business Operations

Hours of Operation

Customer Gate Access: Typically, 6:00 AM to 10:00 PM, seven days a week.

Office Hours: Typically, Monday thru Friday, 9:30 AM to 6:00 PM, Saturday, 9:00 AM to 4:00PM, and Sunday 10:00 AM to 2:00 PM.

Staffing and Employees

The facility is staffed by three (3) employees during office hours. Staff responsibilities include customer service, leasing, maintenance coordination, property inspections, and security monitoring.

ENV28229876-9850-AEAD-8206-DBEE
01/27/2026 10:05 AM PST

Customer Activity and Peak Demand

The majority of tenants are residential customers storing typical household goods. Customer activity is generally low-intensity and dispersed throughout the day. Peak customer visits typically range from approximately five (5) to 10 customers per hour during busy periods and often times throughout the week there are no customers on the premises for hours at a time. Vehicle movements are low-impact and compatible with existing site circulation. Outdoor vehicle storage does not generate additional peak-hour demand beyond vehicle drop-off or pick-up, which is infrequent.

Operational Consistency and Compliance

SmartStop has historically used this area in a manner consistent with these proposed amendment. Formalizing this use through a PUD amendment ensures long-term compliance and avoids ambiguity regarding outdoor storage. No changes to building footprints, landscaping, lighting, signage, stormwater facilities, or utilities are proposed as part of this request.

Impacts and Compatibility

The requested amendment maintains the low-intensity character of the existing facility. Outdoor storage is passive in nature, generates negligible traffic, and does not affect surrounding land uses. The outdoor vehicle storage area is contained within the fully secured perimeter of the property and screened consistently with PUD and Village standards.

Neighbor's Meeting

On October 26, SmartStop coordinated a neighborhood meet-and-greet to engage nearby residents and provide an opportunity to discuss the proposed application. The intent of the meeting was to proactively communicate with adjacent neighbors, answer questions, and understand any concerns related to ongoing site operations.

This outreach effort reflects SmartStop's commitment to being a considerate and responsive neighbor. The facility's goal is to continue providing convenient and secure storage solutions for the surrounding community, including parking accommodations for RVs, campers, and travel trailers, in a manner that remains compatible with nearby uses.

As part of the meet-and-greet, SmartStop representatives made available a Neighborhood Support Form for residents who wished to express support or indicate that they did not object to the proposed amendment. The form explained that SmartStop would be applying to the Village of Algonquin for an amendment to the Final PUD and Special Use Permit to allow continued outdoor storage of vehicles, boats, and recreational vehicles. Residents were informed that signed forms would be provided to the Village as part of the review process.

The support statement addressed to the Village of Algonquin Planning and Zoning Commission and Village Board indicated that the signatory supports SmartStop's request and does not object to the proposed amendment.

ENV2822976-9850-AEAD-8206-DBEE
01/27/2026 10:05 AM PST

In total, 18 signatures were collected from neighboring residents expressing support or no objection to the proposed request. Copies of the signed support forms are available and can be provided to the Village as part of the application review.

Closing

SmartStop Self Storage respectfully requests approval of the PUD amendment to formally authorize the outdoor storage area. The amendments provides clarity, maintains consistency with historical operations, and supports continued compliance with Village requirements without altering the established character of the site or surrounding area.

Sincerely,

Jennifer Borie – *Director of Asset Management*

Petitioner

X Jennifer Borie

Jennifer Borie
Director of Asset Management

ENV28229870-9850-AEAD-8206-DBEE
01/27/2026 10:05 AM PST

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 1002-354365-RTT, WITH AN EFFECTIVE DATE OF DECEMBER 09, 2021.

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 2 IN EDGETOWN ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972 AS DOCUMENT NO. 566698, IN MCHENRY COUNTY, ILLINOIS.

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN THE VESTING DEEDS, RECORDED AS DOCUMENT NO.2011R0052914, IN THE APPLICABLE OFFICIAL RECORDS, COUNTY OF MCHENRY COUNTY, STATE OF ILLINOIS.

NOTES CORRESPONDING TO SCHEDULE B

(2) — TERMS, PROVISIONS AND CONDITIONS CONTAINED IN STORM WATER MANAGEMENT JOINT DETENTION SYSTEM AGREEMENT AND DECLARATION OF EASEMENT BY AND BETWEEN RICHARD F. GALATI AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 2001, AND KNOWN AS THE RICHARD F. GALATI AS TRUST AND JEANINE M. GALATI AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 2011, AND KNOWN AS JEANINE M. GALATI TRUST AND ALGONQUIN SELF STORAGE, LLC AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED JULY 20, 2015 AS DOCUMENT NO. 2015R0026418.
(AFFECTS, BLANKET IN NATURE)

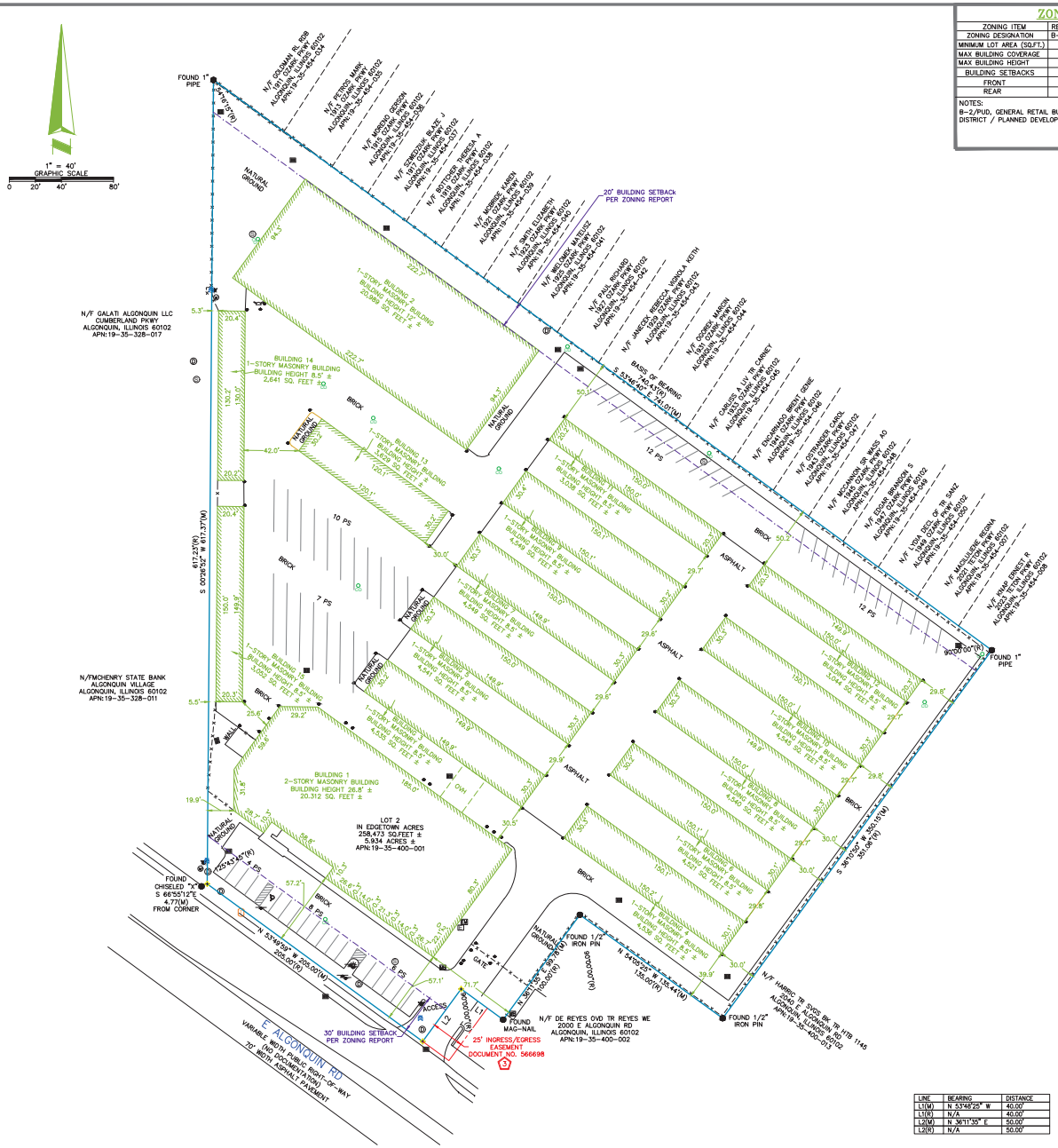
(3) — 25 FOOT EASEMENT FOR INGRESS AND EGRESS DISCLOSED IN EDGETOWN ACRES SUBDIVISION PLAT RECORDED MAY 17, 1972 AS DOCUMENT 566698 AND TERMS AND PROVISIONS CONTAINED THEREIN.
(AFFECTS, PLOTTED AS SHOWN)

LEGEND

SQ.FT.	SQUARE FEET		TELEPHONE PEDESTAL
	NO PARKING AREA		DRAINAGE INLET
	HANDICAP PARKING SPACE		WATER VALVE
PS	PARKING SPACE(S)		WATER MANHOLE
GEN	GENERATOR		STORM MANHOLE
(M)	MEASURED/ CALCULATED DIMENSION		SANITARY MANHOLE
(R)	RECORD DIMENSION		FIRE HYDRANT
OVH	OVERHANG		SIGN
			BOLLARD
		CO	CLEAN OUT
			FIRE DEPARTMENT CONNECTION
	COMPUTED POINT		ELECTRIC BOX
	FOUND MONUMENT AS-NOTED		ELECTRIC METER
			LIGHT POLE
	FENCE		
	BOUNDARY		

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE SURVEY.



LINE	BEARING	DISTANCE
L1(M)	N 53°46'25" W	40.00'
L1(R)	N/A	40.00'
L2(M)	N 36°11'35" E	50.00'
L2(R)	N/A	50.00'

ZONING DATA

ZONING ITEM	REQUIRED	PARKING REQUIREMENTS
ZONING DESIGNATION	B-2/PUD	Parking is per Site Plan Approved by the Zoning Board for this property per Patrick M. Knapp, Senior Planner, 847.658.2700.
MINIMUM LOT AREA (SQ.FT.)	N/A	
MAX BUILDING COVERAGE	N/A	
MAX BUILDING HEIGHT	35'	
BUILDING SETBACKS		
FRONT	30'	
REAR	20'	

NOTES:
B-2/PUD, GENERAL RETAIL BUSINESS DISTRICT / PLANNED DEVELOPMENT

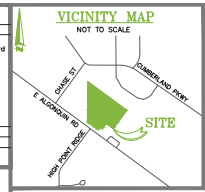
CONTACT: ZONING INFO, INC
REPORT DATE: 2/1/2022
REPORT #: 78368

SURVEYED BY:

BLEW & ASSOCIATES, P.A.
3825 N SHILOH DRIVE
FAYETTEVILLE, AR 72703.
SURVEY@BLEWINC.COM

VICINITY MAP

NOT TO SCALE



SHEET 1 OF 1

LAND AREA

258,473 SQUARE FEET ±
5.934 ACRES ±

PARKING

REGULAR= 59
HANDICAP= 1
TOTAL= 60

FLOOD INFORMATION

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 17111C0342J, WHICH BEARS AN EFFECTIVE DATE OF 11/16/2006 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM.

BEARING BASIS

THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER ILLINOIS STATE PLANE COORDINATE SYSTEM, EASTERN ZONE, NAD83-2011, AS MEASURED ALONG THE NORTHERNLY LINE OF THE SUBJECT PROPERTY WHICH BEARS S 53°46'40" E PER GPS COORDINATE OBSERVATIONS
LATITUDE: 42°09'26.7006"
LONGITUDE: -88°16'04.5564"
CONVERGENCE ANGLE: -00°02'38.02268"

GENERAL NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO E ALGONQUIN ROAD, A DEDICATED PUBLIC STREET OR HIGHWAY.
5. THERE WAS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.
6. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF HIGH POINT RIDGE AND E ALGONQUIN ROAD, WHICH ABUTS THE SOUTHERN LINE OF THE SUBJECT PROPERTY.
12. THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENTS.
13.THE FOLLOWING ITEMS, IF ANY, ARE PLOTTED ON THE SURVEY TO THE EXTENT REFERENCED ON THE APPLICABLE TITLE COMMITMENT: (I) ALL PLOTTABLE AREAS DENOTED IN THE RECIPROCAL EASEMENT AGREEMENTS AND (II) THE BOUNDARY LIMITS ONLY OF ALL OFFSITE APPURTENANT EASEMENTS.
14. NO VISIBLE CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED, NOR WERE ANY DESIGNATED BY THE CLIENT, NECESSARY PERMISSIONS WERE NOT PROVIDED.

ALTA/NSPS LAND TITLE SURVEY

AEI JOB #453243
NEXT DOOR SELF STORAGE
1910 EAST ALGONQUIN ROAD
MCHENRY COUNTY ALGONQUIN, ILLINOIS

SITE PICTURE

COORDINATED BY:

AEI Consultants
2500 CAMINO DIABLO
WALNUT CREEK, CA, 94597
TELEPHONE: 925.746.6000
EMAIL: SURVEYS@AEICONSULTANTS.COM

SURVEYOR'S CERTIFICATE

TO: FIRST AMERICAN TITLE INSURANCE COMPANY; SSTH 1910 E ALGONQUIN RD, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS SUCCESSOR AND/OR ASSIGNS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 16, 17, 18 AND 19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON 01/05/2022.
DATE OF PLAT OR MAP: 01/06/2022.

ROBERT J. WINNICKI
PROFESSIONAL LAND SURVEYOR 035.003976
STATE OF ILLINOIS
LICENSE EXPIRES 11/30/2022
PROFESSIONAL DESIGN FIRM: 184.008228-00008

DATE	REVISION HISTORY	BY
1/25/2022	CLIENT COMMENTS	FM
2/2/2022	CLIENT COMMENTS	CKLS

SURVEYOR JOB NUMBER: 21-10818
SCALE: 1" = 40'
DRAWN BY: SDH
APPROVED BY: RJW

	ZONING DATA	EXISTING	PROPOSED
INTERIOR TRIANGLE AREA	SETBACKS	NO CHANGE	
	FLOOR AREA	NO CHANGE	
	LOT COVERAGE	NO CHANGE	
	PARKING CALCULATION	NO CHANGE	
	SPECIAL USE	"CLIMATE-CONTROLLED SELF-STORAGE AND RENTAL TRUCK"	ADDITION OF: "OUTSIDE STORAGE OF VEHICLES"

NOTE:
SCALE SHOWN IS FOR FULL SIZE 22"X34" PLANS.
IF PRINTED ON HALF SIZE PAPER (11"X17") SCALE IS DOUBLED.

TITLE: **PUD AMENDMENT - INTERIOR TRIANGLE AREA**
1910 E. ALGONQUIN RD. ALGONQUIN, IL 60102

DSGN. DSG
DWN. DWN
CHKD. CHK
SCALE: AS NOTED

NO.	DATE	NATURE OF REVISION

CLIENT:
SMARTSTOP SELF STORAGE
10 TERRACE ROAD
LADERA RANCH
CA 92694

WBK ENGINEERING, LLC
116 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443-7755

PROJECT NO. 242083
DATE : 10/23/2025
DRAWING NO. **EX1**
SHEET:
1 OF 1

8037899 8
Tx:40279894

JOSEPH J. TIRIO
CLERK AND RECORDER
MCHENRY COUNTY, IL
2022R0026112
07/22/2022 12:33:34 PM PAGES: 8
GIS FEE 24.00
RECORDING FEE 11.00
AUTOMATION FEE 8.00

ORDINANCE NO. 2015-O-06

An Ordinance Approving a Final PUD and Issuing a Special Use Permit for Climate-Controlled Storage and Rental Trucks (Next Door Storage-1910 East Algonquin Road)

Prepared by and Mail to:
Village of Algonquin
Attention: Deputy Village Clerk
2200 Harnish Drive
Algonquin, IL. 60102
(847) 658-5609

VILLAGE OF ALGONQUIN

CERTIFICATION

I, Fred Martin, do hereby certify that I am the duly sworn and qualified Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Deputy Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village of Algonquin.

I DO HEREBY further certify that the foregoing reports titled or identified as ORDINANCE NO. 2015-O-06 is a true and correct copy of said document.

IN WITNESS WHEREOF, I have affixed my name as Village Clerk and cased the seal of said Village of Algonquin to be affixed hereto on the 20th day of July, 2022.

(SEAL)

Fred Martin
Village Clerk

by: Michelle Weber
Deputy Village Clerk

ORDINANCE NO. 2015 - O – 06

An Ordinance Approving a Final PUD and Issuing a Special Use Permit for Climate-Controlled Storage and Rental Trucks (Next Door Storage—1910 East Algonquin Road)

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, a petition was submitted to the Village of Algonquin ("Village") by John Philip Murphy, Algonquin Self Storage, petitioner and owner of the property, requesting approval of a Final PUD and issuance of a Special Use Permit to allow climate-controlled self-storage and truck rentals on certain territory legally described as follows:

> LOT 2 IN EDGETOWN ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972, AS DOCUMENT NO. 566698, IN MCHENRY COUNTY, ILLINOIS

Tax parcel number: 19-35-400-001

Commonly known as 1910 East Algonquin Road, Algonquin, IL 60102 ("Subject Property"); and

WHEREAS, a public hearing was held before the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said Special Use Permit and approval of the Final PUD for the Property; and

WHEREAS, the Village Board has considered the findings of fact, based upon the evidence presented at the public hearing to the Algonquin Planning and Zoning Commission by the Petitioner.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: A Special Use Permit to allow climate-controlled self-storage and rental trucks is hereby issued for the Subject Property and a Final PUD is hereby approved for the Subject Property, which include the following conditions:

A. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all off-site and on-site utilities

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.

B. A demolition permit shall be obtained prior to starting demolition on the existing building.

C. The Engineering Plans, prepared by Vanderstappen Surveying and Engineering, Inc., latest revision date October 27, 2014, shall be revised to incorporate the comments noted in the January 5, 2015, memorandum from Teska, the December 16, 2014, memorandum from Christopher Burke Engineering, the December 30, 2014, memorandum from Public Works, and the March 14, 2012, memorandum from the Algonquin Lake in the Hills Fire Protection District. The existing site shall be paved with permeable pavers or pervious concrete in areas that are currently gravel. The fine shall be $500 for the accessible parking spaces. The curb cuts shall be removed and one curb cut installed to serve this property and the property to the east as a shared access. All site access work shall be coordinated with and permitted through IDOT. A sidewalk shall be installed along the East Algonquin Road frontage. The developer shall make every attempt to work with the property owners to the west and IDOT to install a sidewalk connection to the existing sidewalk at the Gourmet House. Detention shall be provided under the parking lot and paved areas. In combining the driveways for the two properties, the owner shall work with the other property owner to remove and relocate their monument sign. The sign shall comply with Village requirements (brick base, brick surround, decorative cap, and size requirements). Plans for the sign shall be submitted and reviewed prior to any removal or relocating of the existing sign. An area on the plans, within the fenced-in area, shall be designated for the parking of rental trucks.

D. The Landscape Plan, as prepared by ILT Vignocchi Landscape Architects and Contractors latest revision date November 18, 2014, shall be revised to incorporate the comments from the January 5, 2015, memorandum from Teska, the December 16, 2014, memorandum from Christopher Burke Engineering, and the December 30, 2014, memorandum from Public Works. The landscape plan shall be revised to include more diverse variety of plants. Norway spruce trees shall be planted along the rear property line to provide a buffer to the residential behind the property; hardwood and ornamental trees shall be added to this area also. Additional landscaping shall be added to the site along the driveway and in the area where a future building is proposed. Additional evergreens shall be added to screen the view from East Algonquin Road into the property. A new, 6-foot tall, black anodized aluminum fence shall be installed along the east side of the new building to connect to existing fence on the property.

E. The architectural plans as prepared by Sullivan Goulette and Wilson Architects with the latest revision date October 31, 2014, shall be revised to address comments from the January 5, 2015, memorandum from Teska, the December 16, 2014, memorandum from Christopher Burke Engineering, the December 30, 2014, memorandum from Public Works, and the March 14, 2012, Algonquin Lake in the Hills Fire Protection District memorandum. The 30,000-square foot building (footprint of 10,000 square feet) shall be constructed as a climate-controlled self-storage building. The window framing system shall be a dark bronze color. The windows shall have a display area behind them so the doors to storage units are not seen, with the exception of the office area on second floor of the southeast corner. The front elevation shall be constructed with a stone base,

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decorative cornice treatment at the roof, a terra cotta color full-dimensional face brick for the majority of the wall area and a shortbread tan color full-dimensional face brick for accent wall areas. The coping around the top of the building and the metal roof canopy shall be brownstone in color. The sides and rear of the building shall be constructed with the shortbread color full-dimensional face brick with accent columns in the terra cotta brick and with a stone base. This building may be expanded in the future to the west with approval of building permits from the Community Development Department.

A second climate-controlled building is proposed for the northwest corner of the property. The 22,000-square foot building shall architecturally match the 30,000-square foot building in terms of building materials and colors. The final design of the building shall be reviewed by Community Development Department staff once a building permit is submitted.

F. The Sign Plan, as prepared by Grate Signs, with the latest revision date October 23, 2014, shall be revised per Diane LaCalamita' s November 25, 2014, memorandum. One wall sign shall be permitted on the south elevation. The wall sign shall be revised to comply with the Sign Code dimensions; 24-inch letters and sign not to exceed 40 inches. Details shall be provided on illumination for the sign. The proposed monument sign shall be revised to meet the Sign Code. The brick base shall include a surround around the sign face. The maximum height of the overall sign shall be 12 feet and the maximum width shall be 10 feet. Revised sign drawings shall be submitted for review. No signage shall be visible on or through the building windows.

G. A Photometric Plan, as prepared by On-Site Lighting & Survey, LLC, with a latest revision date of October 29, 2014, shall be revised to address comments below and from the December 16, 2014, Christopher B Burke Engineering memorandum and the December 30, 2014, Public Works memorandum. Cut sheets shall be provided for all light fixtures. The plans shall clarify if all lights are mounted on the building or if some are mounted on poles. The overall light level shall be an average of 1.11 foot-candles with a maximum of 12.5 foot-candles. All lights shall be downcast, with the lens flush with the fixture. A warm white light such as metal halide or LED shall be used.

H. All roof-mounted or ground-located mechanical equipment shall be screened with an appropriate architectural element or landscaping.

I. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.

J. The maximum number of rental trucks permitted on site-shall be limited to the designated parking space within the fenced portion of the site. No pallets, packing materials or debris shall be left outside. No outside signage shall be permitted to advertise the rental trucks. All rental trucks shall be parked in the designated area behind the building at all times when not in service. Customers that drop off trucks when the business is not open may park them in the front parking lot; immediately upon the business opening the truck shall be moved to the rear of the building. No fuel shall be permitted to be kept on-site for the purpose of filling the rental trucks.

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

K. All new building(s) shall conform to the Building Code in effect at time of permit application.

L. Outdoor storage of vehicles, boats and RVs shall be phased out and completely eliminated at the time a building permit is approved for either the expansion of the 30,000- square foot building in the front or the 22,000-square foot climate-controlled building or by January 1, 2025, whichever occurs first.

M. All outdoor storage of commercial trucks, trailers, and any other vehicles other than automobiles, boats, RVs and campers (i.e., landscape company) shall be eliminated from the site by April 30, 2015.

N. At the completion of construction of the 30,000-square foot climate-controlled building, all outdoor storage of vehicles, boats and RVs shall be moved so they are not visible from East Algonquin Road or the periphery of the property.

SECTION 2: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Property, shall be complied with, except as otherwise provided in this Ordinance.

SECTION 3: The findings of fact on the petition to issue the special use permit are hereby accepted.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye: Sosine, Spella, Smith, Steigert, Glogowski
Nay: ~~0~~
Absent: Dianis
Abstain: ~~0~~

APPROVED:

Village President John C. Schmitt

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

ATTEST: Gerald S. Kautz
Village Clerk Gerald S. Kautz

Michelle Weber
By: Deputy Village Clerk Michelle Weber

Passed: February 3, 2015

Approved: February 3, 2015

Published: February 4, 2015

Prepared by: Village Staff
Reviewed by: Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

Rental Housing Support Program (RHSP)
State Surcharge Exemption Declaration

Illinois law (55 ILCS 5/3-5018) requires that the Recorder collect a Rental Housing Support Program State surcharge for the recordation of any real estate-related document unless the entity recording the document is any State agency, any unit of local government or any school district.

☒ By checking this box and affixing my signature below, I hereby claim that the entity recording this document is a State agency, a unit of local government or a school district and thus claiming to be exempt from the Rental Housing Support Program State surcharge.

Village of Algonquin, 2200 Harnish Drive, Algonquin, IL 60102
Name of State agency, unit of local government or school district recording this document **(Please Print)**

Michael Kumbera
Name of person presenting this declaration **(Please Print)**

Signature of person presenting this declaration

7/20/22
Date

RECORDER'S OFFICE STAFF: Place this form at the end of the document. Do not charge for this form

RHSP Exemption Declaration Form 20170327-1.docx

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M. Knapp, AICP, Director
Stephanie Barajas, Planner

DEPARTMENT: Community Development Department

SUBJECT: Consider an Ordinance Approving a Major Amendment to the Planned Development to Allow Outdoor Storage Along the North Property Line for SmartStop Self Storage

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ACTION REQUESTED:
Jennifer Borie of SmartStop Self Storage, the "Petitioner", is requesting approval of a Major Amendment to the Planned Development to Allow Outdoor Storage along the North Property Line for SmartStop Self Storage located at 1910 East Algonquin Road, the "Subject Property."

PLANNING & ZONING COMMISSION REVIEW:
The Planning and Zoning Commission reviewed the Request at its March 9, 2026, meeting. During public comment, one resident shared concerns with screening and negative visual impacts. After discussion, a motion was made to accept staff's findings as the findings of the Planning and Zoning Commission and recommended denial of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of passenger vehicles along the north property line. The motion did not carry with a 3-4 vote. The Commission subsequently voted to continue the public hearing in order to address outstanding questions raised during deliberations. This motion carried with a 4-3 vote.

The Planning and Zoning Commission reviewed the continued Request at its April 13, 2026, meeting. During public comment, one resident stated that the Copper Oaks HOA intends to remove the privacy fence that currently screens the SmartStop property from the townhomes, and expressed concerns with screening, landscaping, and quality of life. In addition, an email from a resident expressing concerns related to noise, privacy, and safety was read into the record. After discussion, a motion was made to recommend approval of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of passenger vehicles along the north property line at 1910 East Algonquin Road, based upon the fact that the Petitioner met the applicable Findings of Fact, including addressing the landscaping and fencing concerns, and responding to questions raised during the previous meeting, subject to the condition that the staff-recommended fencing and landscaping requirements be met. The motion carried with a 4-2 vote.

DISCUSSION:
The Petitioner is proposing a Major PUD Amendment to allow outdoor storage along the north property line parking area for the purpose of leasing parking spaces to passenger vehicles.

After the March 9th meeting, the petitioner submitted a landscape plan and a memorandum addressing the questions and concerns raised by the Commission. Additionally, staff became aware that the Copper Oaks HOA had decided to remove the subdivision's existing fences due to ongoing maintenance costs. Staff continued to recommend denial of the Request; however, staff did revise the recommended conditions should the Planning and Zoning Commission recommend approval, to require the installation of a board-on-board fence on the SmartStop property in order to ensure continued screening between the commercial property and adjacent residential uses.

STAFF RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for denial of a Major Amendment to the Planned Development to allow Outdoor Storage at 1910 East Algonquin Road, as the request does not meet the standards of a major amendment to the planned development.

If the Committee of the Whole supports the Planning & Zoning Commission recommendation, staff recommends the following conditions:

a. The Site Plan Exhibit titled "PUD Amendment – North Property Line Area," as prepared by WBK Engineering, LLC, and last revised October 23, 2025;

b. Continuous landscaping shall be provided across 100 percent of the rear lot line, of a minimum 6-foot in mature height, consisting approximately of 50 percent deciduous and 50 percent evergreen plant material. A landscape plan shall be submitted to Village Staff for review and final approval. Vehicles may not be stored until the landscaping has been established and inspected;

c. Both the chain-link fence on the Subject Property and the failing wood fence on the townhome properties shall be removed. SmartStop shall install a board-on-board fence not less than 6 feet in height along the rear property line of the Subject Property. Staff will require the replacement of the fence prior to allowing vehicles to be stored;

d. Outdoor storage shall be limited to passenger vehicles. Commercial vehicles, trailers, RVs, and marine craft shall be strictly prohibited. Vehicles shall not exceed the length of the parking stall and shall be parked within a parking stall at all times.

ATTACHMENTS:

Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2025-23 dated March 6, 2026
Exhibit B. Planning & Zoning Staff Report for Case No. PZ-2025-23 dated April 13, 2026
Exhibit C. FINAL Minutes from the March 9, 2026, Planning & Zoning Meeting
Exhibit D. DRAFT Minutes from the April 13, 2026, Planning & Zoning Meeting
Exhibit E. Response to Standards
Exhibit F. Plat of Survey
Exhibit G. Site Plan
Exhibit H. Ordinance 2015-O-16
Exhibit I. Petitioner Response Memo

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

CASE NUMBER:	PZ-2025-23
MEMO DATE:	March 6, 2026
PUBLIC HEARING DATE:	February 9, 2026
PROPERTY ADDRESS/LOCATION:	1910 East Algonquin Road
PETITIONER/PROPERTY OWNER:	Jennifer Borie, SmartStop Self Storage/SST II 1910 E Algonquin Rd, LLC

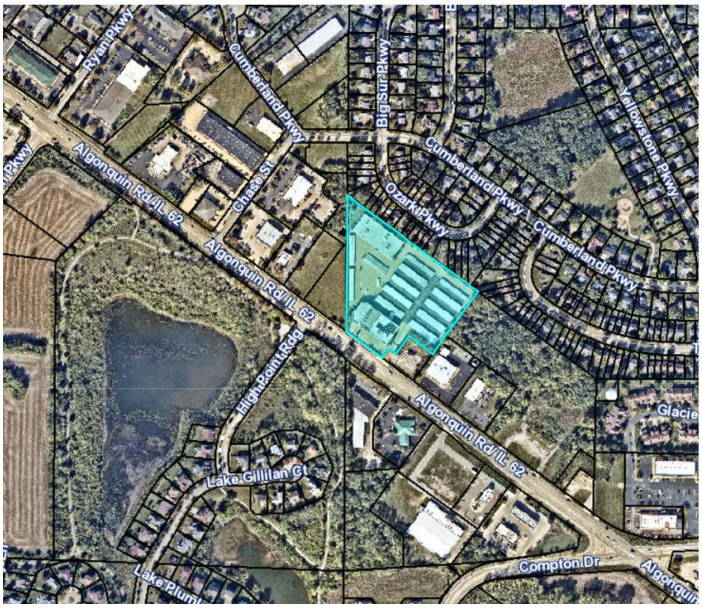
REQUEST SUMMARY

Jennifer Borie of SmartStop Self Storage, the "Petitioner", applied for approval of a Major Amendment to the Planned Development to allow Outdoor Storage at 1910 East Algonquin Road, referred to herein as the "Subject Property".

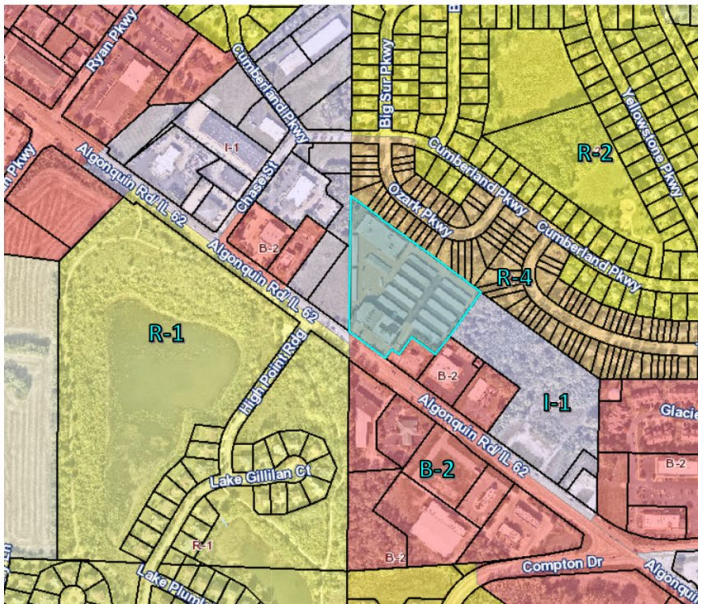
BACKGROUND

Site Information

Location



Zoning



Existing Zoning:	B-2 Business, General Retail/ PUD	**Existing Land Use:**	Self Storage
		Proposed Land Use:	Self Storage
Property Size:	5.934 acres	**PIN(s):**	19-35-400-01
Surrounding Zoning & Land Use	**North:**	R-4 Residential – Townhomes	
	East:	B-2 Business, General Retail – Retail/Commercial/Service I-1 Industrial, Limited – Vacant	
	South:	B-2 Business, General Retail – Retail/Commercial	
	West:	I-1 Industrial, Limited – Vacant	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

Property History

The Subject Property received formal approval to operate a climate-controlled self-storage facility with outdoor storage of rental trucks through Ordinance 2015-O-06, *An Ordinance Approving A Final PUD And Issuing A Special Use Permit For Climate-Controlled Storage And Rental Trucks.* As part of that approval, the ordinance temporarily permitted the outdoor storage of vehicles, boats, and recreational vehicles (RVs). The ordinance required that such outdoor storage be phased out

and eliminated upon the earliest occurrence of the following: approval of a building permit for the expansion of the 30,000-square-foot building, approval of a building permit for the construction of the 22,000-square-foot building, or January 1, 2025. Additionally, the ordinance required that vehicles, boats, and RVs be moved after the construction of the 30,000 square foot building to an area not visible from East Algonquin Road. The ordinance also required that all outdoor storage of commercial trucks, trailers, and any other vehicles other than automobiles, boats, RVs, and campers be eliminated by April 30, 2015.

Prior to this approval, the Subject Property operated as a legal non-conforming self-storage facility with multiple code violations. A Planned Development and Special Use approval was required to remediate the code violations. Redevelopment included site improvements, an indoor facility expansion, and the removal of outdoor storage along the north property line.

STAFF RECOMMENDATION

Staff recommends denial of the Petitioner's request as the proposed outdoor storage of passenger vehicles along the north property line does not sufficiently meet the Special Use or Planned Development standards.

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

Pursuant to Section 21.12, *Special Uses*, of the Zoning Code, outdoor storage requires approval of a Special Use Permit, which was originally granted as part of the Final Planned Unit Development approval. The Zoning Code defines "outdoor storage" as the keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than 24 hours. Additional standards for outdoor storage include the following:

- No adverse effect on adjacent properties, circulation, parking, or general functioning of the site
- Shall be screened from view of adjoining properties and public right-of-way
- Shall be located behind the principal building
- Shall be located on a paved surface.

The Petitioner is requesting a Major Amendment to the PUD to allow the outdoor storage of standard passenger vehicles within the existing parking area along the Subject Property's north property line. This area currently consists of twenty-four (24) angled parking stalls.

The parking area is setback from the north property line by approximately nine feet three inches (9'-3"). The area between the parking stalls includes a solid privacy fence that extends the full extent of the north property line, but is otherwise lacking any landscape screening. A total of nineteen (19) parking stalls are located within the front parking lot adjacent to the building, which was determined to provide sufficient parking during the Final Planned Development review.

Ordinance 2015-O-16 included a condition requiring that evergreen, shade, and ornamental trees be planted along the north property line to provide a buffer for the residential properties located directly north of the Subject Property. Additionally, the ordinance required that the PUD plans be revised to incorporate comments from Teska memorandum, which indicated that although the business plan provided to the Village at that time stated that the storage of personal vehicles would be immediately removed from the property, outdoor storage of vehicles should be strictly prohibited along the northern and eastern site perimeters, which have the greatest potential for visibility from adjacent residences. Additionally, the Zoning Code requires that outdoor storage areas have no adverse effect on surrounding properties, circulation, parking, or the general functioning of the site, be screened from view of adjoining properties and public rights-of-way, be located behind the principal building, and be located on paved surfaces.

Even if the landscaping required by the PUD ordinance were installed, Staff believes that the proposed outdoor storage would negatively impact the adjacent residential properties. Potential impacts include increased lighting and noise associated with vehicle movement, visual clutter created by the accumulation of stored vehicles, and increased activity near the residential property boundary. Additionally, the placement of stored vehicles less than ten (10) feet from the property boundary reduces compatibility between the existing commercial use and the adjacent residential properties.

Next Steps
The Major PUD Amendment request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for consideration.

STANDARDS & FINDINGS

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit "A" and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide its recommendation of the request to the Village Board.

STAFF RECOMMENDATION

Staff recommends denial of the Major Amendment to the Planned Development for outdoor storage of passenger vehicles along the north property line at 1910 East Algonquin Road, consistent with the findings of fact outlined in this report. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission with the following motion:

1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the denial of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of passenger vehicles along the north property line at 1910 East Algonquin Road, as outlined in the staff report for case PZ-2025-23 dated March 6, 2026."

If the Planning & Zoning Commission makes a motion to recommend approval of the request, staff recommends the following conditions:

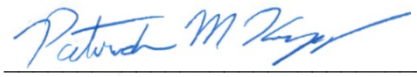
a. The Site Plan Exhibit titled "PUD Amendment – North Property Line Area," as prepared by WBK Engineering, LLC, and last revised October 23, 2025;

b. Continuous landscaping shall be provided across 100 percent of the rear lot, of a minimum 6-foot in mature height, consisting approximately of 50 percent deciduous and 50 percent evergreen plant material. A landscape plan shall be submitted to Village Staff for review and final approval. Vehicles may not be stored until the landscaping has been established and inspected;

c. Submit a condition assessment of the fence located along the rear property line. Staff will require the replacement of the fence prior to allowing vehicles to be stored if it is found to be in poor condition;

d. Outdoor storage shall be limited to passenger vehicles. Commercial vehicles, trailers, RVs, and marine craft shall be strictly prohibited. Vehicles shall not exceed the length of the parking stall and shall be parked within a parking stall at all times."

I concur:



Patrick M Knapp, AICP
Director of Community Development

Attachments:
- Exhibit A. Standards & Findings
- Exhibit B. Project Narrative
- Exhibit C. Plat of Survey
- Exhibit D. Site Plan
- Exhibit E. Ordinance 2015-O-16

Exhibit A: Standards & Findings of Fact

Planned Development Standards – Section 21.11.E of the Algonquin Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
    a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
    b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
    c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;
    d. That the use exceptions allowed are on file in the Community Development Department;
4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

Petitioner Response:
See attached.

Staff Response:
The outdoor storage of passenger vehicles along the north property line, located less than ten (10) feet from adjacent residential properties, will negatively impact nearby residents. Potential impacts include increased noise associated with vehicle movement, lighting impacts, and visual clutter created by the accumulation of stored vehicles. The proximity of the storage area to residential properties reduces compatibility between the existing commercial use and the adjacent residential uses and will negatively affect the overall character and desirability of the neighboring properties. Additionally, the request does not conform to the conditions established by Ordinance 2015-O-16, such as the requirement for landscape buffering along the north property line and incorporating the recommendations from the Teska memorandum, which specifically stated that outdoor storage of vehicles should be strictly prohibited along the northern and eastern perimeters of the site due to their visibility from adjacent residential properties. Based on the findings above, Staff finds that the proposed outdoor storage of passenger vehicles does not meet the applicable Special Use and Planned Development standards and is inconsistent with the conditions of the previously approved PUD ordinance. Therefore, Staff recommends denial of the request for a Major Amendment to the Planned Development.

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

CASE NUMBER:	PZ-2025-23
MEMO DATE:	April 10, 2026
PUBLIC HEARING DATE:	April 13, 2026
PROPERTY ADDRESS/LOCATION:	1910 East Algonquin Road
PETITIONER/PROPERTY OWNER:	Jennifer Borie, SmartStop Self Storage/SST II 1910 E Algonquin Rd, LLC

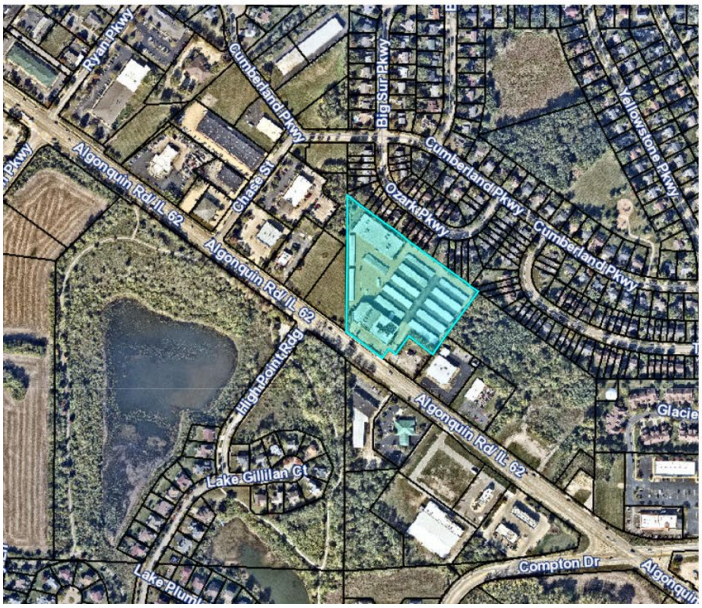
REQUEST SUMMARY

Jennifer Borie of SmartStop Self Storage, the "Petitioner", applied for approval of a Major Amendment to the Planned Development to allow Outdoor Storage at 1910 East Algonquin Road, referred to herein as the "Subject Property". The request was continued at the March 9, 2026, Planning & Zoning Commission meeting.

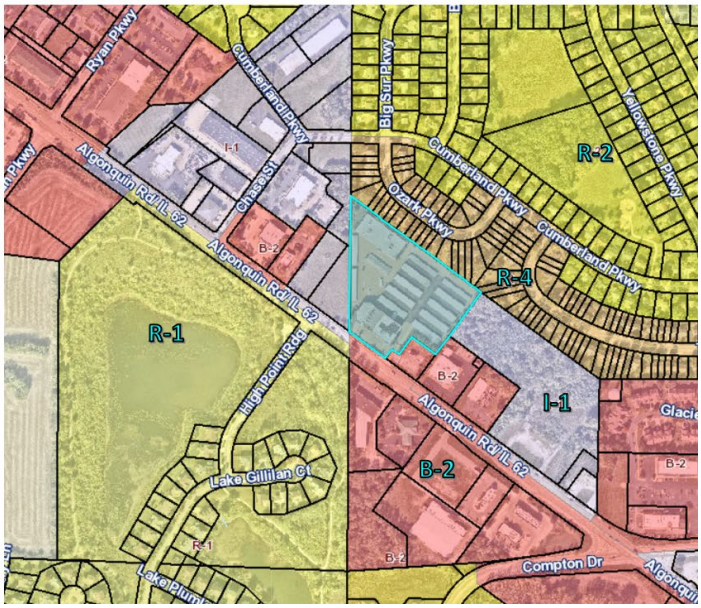
BACKGROUND

Site Information

Location



Zoning



Existing Zoning:	B-2 Business, General Retail/ PUD	**Existing Land Use:**	Self Storage
		Proposed Land Use:	Self Storage
Property Size:	5.934 acres	**PIN(s):**	19-35-400-001
Surrounding Zoning & Land Use	**North:**	R-4 Residential – Townhomes	
	East:	B-2 Business, General Retail – Retail/Commercial/Service I-1 Industrial, Limited – Vacant	
	South:	B-2 Business, General Retail – Retail/Commercial	
	West:	I-1 Industrial, Limited – Vacant	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

DISCUSSION OF CONTINUATION

This request was discussed at the March 9, 2026, Planning & Zoning Commission meeting. Following discussion, the Commission voted 4-3 to continue the request to the next meeting pending resolution of outstanding questions regarding staffing, lease terms, maintenance and noise standards, landscaping, and the existing fence.

After the meeting, the Petitioner submitted a memorandum with supporting exhibits addressing the questions and concerns raised by the Commission. The memorandum is attached to this staff report as Exhibit F.

STAFF RECOMMENDATION

Staff continues to recommend denial of the Petitioner's request as the proposed outdoor storage of passenger vehicles along the north property line does not sufficiently meet the Special Use or Planned Development standards.

DISCUSSION OF STAFF RECOMMENDATION

The photos submitted by the Petitioner indicate that the wood fence on the adjacent townhome properties is in a deteriorated state, with portions of the fence falling over. The photos also show that vegetation has established itself between the chain-link fence on the Subject Property and the deteriorating wood fence, which may be further impacting the state of the wood fence.

Section 21.9.C of the Zoning Code requires that whenever a business abuts a residential district or a residential use, the owner of said business property shall be required to erect and maintain a board-on-board fence not less than 6 feet in height to screen the business use from said residential district or residential use. It is unclear why this requirement was not enforced at the time the Subject Property was redeveloped, or at any point prior to the current petition.

As the Petitioner is seeking a PUD amendment to allow outdoor storage, staff recommends that compliance with the fence requirement of Section 21.9.C, and the outdoor storage standards referenced in the previous staff report, be made a condition of approval. Accordingly, staff has updated recommended Condition C to require the removal of both the existing chain-link fence on the Subject Property and the failing wood fence on the townhome properties, and the installation of a solid board-on-board fence not less than six feet (6') in height along the rear property line of the Subject Property. Note: unrelated to this Request, the townhome HOA has indicated their intent to remove the failing wood fence as it presents a safety hazard and cost burden to maintain.

Next Steps
The Major PUD Amendment request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for consideration.

STANDARDS & FINDINGS

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit "A" and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide its recommendation of the request to the Village Board.

STAFF RECOMMENDATION

Staff recommends denial of the Major Amendment to the Planned Development for outdoor storage of passenger vehicles along the north property line at 1910 East Algonquin Road, consistent with the findings of fact outlined in this report. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission with the following motion:

1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the denial of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of passenger vehicles along the north property line at 1910 East Algonquin Road, as outlined in the staff reports for case PZ-2025-23 dated March 6, 2026, and April 10, 2026"

If the Planning & Zoning Commission makes a motion to recommend approval of the request, staff recommends the following conditions:

a. The Site Plan Exhibit titled "PUD Amendment – North Property Line Area," as prepared by WBK Engineering, LLC, and last revised October 23, 2025;

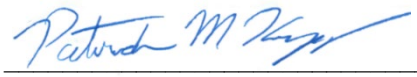
b. Continuous landscaping shall be provided across 100 percent of the rear lot line, of a minimum 6-foot in mature height, consisting approximately of 50 percent deciduous and 50 percent evergreen plant material. A landscape plan shall be submitted to Village Staff for review and final approval. Vehicles may not be stored until the landscaping has been established and inspected;

c. Both the chain-link fence on the Subject Property and the failing wood fence on the townhome properties shall be removed. SmartStop shall install a board-on-board fence not less than 6 feet in height along the rear property line of the Subject Property. Staff will require the replacement of the fence prior to allowing vehicles to be stored;

d. Outdoor storage shall be limited to passenger vehicles. Commercial vehicles, trailers, RVs, and marine craft shall be strictly prohibited. Vehicles shall not exceed the length of the parking stall and shall be parked within a parking stall at all times.

Note that the Planning and Zoning Commission will need to include findings if they provide a positive recommendation.

I concur:



Patrick M Knapp, AICP
Director of Community Development

Attachments:
- Exhibit A. Standards & Findings
- Exhibit B. Project Narrative
- Exhibit C. Plat of Survey
- Exhibit D. Site Plan
- Exhibit E. Ordinance 2015-O-16
- Exhibit F. Petitioner Response Memo
- Exhibit G. Staff Report dated March 6, 2026.

Village of Algonquin
COMMUNITY DEVELOPMENT DEPARTMENT
(847) 658-2700 | permits@algonquin.org | www.algonquin.org
2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

MARCH 9, 2026

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

All seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Szpekowski
- Commissioner Sturznickel

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

Chair Patrician asked for approval of the February 9, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Szpekowski and seconded by Commissioner Bumbales to approve the minutes. The motion was approved with a 7-0 vote.

Case Number PZ-2025-23 – Consideration of a Request to Approve a Major Amendment to the Planned Development to Allow Outdoor Storage along the North Property Line

Adam Rak, of Bodwe – WBK Engineering and on behalf of the Petitioner, gave a digital presentation to the Planning & Zoning Commission and requested a positive recommendation.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission, stating that Staff does not support the request.

Commissioner Bumbales asked staff if they received any phone calls from residents about the north parking area. Planner Barajas responded that staff received two phone calls in opposition. Commissioner Bumbales asked whether there were any spaces in the area currently rented. Mr. Rak responded no. Commissioner Bumbales asked whether cars could be covered if allowed to park. Mr. Rak responded yes. Commissioner Bumbales asked about the height of the fence and whether the Village has assessed the fence. Planner Barajas responded that the fence is 6 feet tall. Director Knapp responded that a condition assessment of the fence would be required. Commissioner Bumbales asked about the ownership of the fence. Planner Barajas responded that it is unclear, as the Plat of Survey only showed one fence. Commissioner Bumbales asked for clarification on the referenced Teska memo. Director Knapp explained that in previous years, Teska performed planning reviews and made recommendations on requests, and that the approving ordinance for the redevelopment of the Subject Property included following Teska's recommendations listed in the memo. Commissioner Bumbales asked why rental vehicles were allowed in the north parking area. Director Knapp explained that his interpretation is that the exact location for rental truck parking was not clearly defined. Planner Barajas added that the intent of the parking area may have been for temporary parking to access a storage unit. Commissioner Bumbales asked how the missing landscaping was not caught before allowing the business to operate. Director Knapp responded that it should have been installed. Commissioner Bumbales asked for clarification on the Village's concern. Planner Barajas responded that concerns included noise, lighting, and visual clutter.

Chair Patrician inquired about the purpose of the landscaping requirement along the parking area if outdoor storage was not permitted. Planner Barajas explained that it was required because of the adjacent residential use.

Commissioner Neuhalfen asked whether this meant that the landscaping was required regardless of outcome of the petition. Planner Barajas responded yes. Commissioner Neuhalfen asked whether the lease prohibited working on vehicles or excessive noise. Mr. Rak responded that he could not confirm.

Commissioner Laipert asked about snow removal. Mr. Rak responded that vehicles would likely remain in the snow.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Karen McBride, 1921 Ozark Parkway, stated that residents were promised screening, which was not installed, and that trees in the townhome properties have been dying since the redevelopment. She added that she would be able to see vehicles over the fence from inside the home.

Commissioner Sturznickel asked what development was constructed first. Mr. Rak responded that the storage business was there first.

Chair Patrician asked under what conditions both the business and residents would agree. Mr. Rak responded that the Petitioner was willing to invest in better landscaping and fencing per staff's condition.

Commissioner Laipert commented that she did not see the request moving forward without a landscape plan and additional information. Chair Patrician agreed and added he would like to have more information on the fence ownership.

Commissioner Rasek noted that the HOA would likely not maintain the fence if it was not theirs.

Chair Patrician asked whether the business could build another building for covered parking. Planner Barajas responded that it would not meet building setback requirements.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Szpekowski to recommend denial of a Major Amendment to Ordinance 2015-O-16 allowing Outdoor Storage of passenger vehicles along the north property line at 1910 East Algonquin Road, based upon the fact that the Petitioner has not met the following Findings of Fact, as outlined in the staff report for case PZ-2025-23 dated March 6, 2026. The motion did not carry (3-4).

Mr. Rak asked whether the Commission would consider the continuation to allow the Petitioner to provide additional information. Attorney Walters explained that a denial would require a supermajority vote from the Village Board for approval.

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Sturznickel to continue the request to the April 13, 2026, meeting. The motion carried with a 4-3 vote.

Village of Algonquin
COMMUNITY DEVELOPMENT DEPARTMENT
(847) 658-2700 | permits@algonquin.org | www.algonquin.org
2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

APRIL 13, 2026

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Szpekowski
- Commissioner Sturznickel

Member Absent: Commissioner Neuhalfen

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

Chair Patrician asked for approval of the March 9, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2025-23 – Consideration of a Request to Approve a Major Amendment to the Planned Development to Allow Outdoor Storage along the North Property Line

Adam Rak, of Bodwe-WBK Engineering, on behalf of the Petitioner, gave a digital presentation to the Planning & Zoning Commission and requested a positive recommendation. Laurie Lovett of SmartStop Self Storage was also present.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission, stating that Staff does not support the request.

Commissioner Rasek asked whether SmartStop would be responsible for installing a privacy fence if the HOA removed the existing fence. Director Knapp responded that SmartStop would not be required to do so under the Village Code. Attorney Walters agreed with Director Knapp and added that the Village would need to determine the appropriate next steps.

Chair Patrician asked whether there was a height restriction for passenger vehicles parked in the area. Ms. Lovett responded that the lease agreement does not specify a maximum vehicle height, but SmartStop reviews each rental vehicle application individually. She added that the company could accommodate a requirement limiting vehicle height.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Karen McBride, 1921 Ozark Parkway, spoke regarding a letter she received from the Copper Oaks HOA concerning the planned removal of the wood fence in June. She stated that the existing chain-link fence on the SmartStop property provides minimal screening and that there is limited existing landscaping. She expressed concern that property values and quality of life are declining. Ms. McBride also raised concerns regarding the survival of proposed landscaping and the lack of staff presence at the facility after 10:00 p.m.

Attorney Walters read into the record an email submitted by Marcin Ogorek, 1931 Ozark Parkway. The email is attached as an exhibit.

Laurie Lovett stated that she and a SmartStop manager distributed flyers door-to-door to neighboring residences regarding the request. She added that no residents attended the open house held at the facility

Karen McBride commented that the signatures collected by SmartStop were from property owners on the opposite side of Ozark Parkway and not from residents directly impacted by the request.

Chair Patrician discussed the potential outcomes of approving or denying the request. In response to Mr. Ogorek's email, he clarified that the request was not to expand the parking area, but

to allow a different use for the existing parking area. He further noted that concerns related to noise or vehicle repair activities are enforcement matters.

Commissioner Bumbales asked whether the wood fence would be removed regardless of the outcome of the request and whether the HOA would be responsible for installing a replacement fence. Director Knapp confirmed that the fence would be removed regardless of the outcome and noted that the Village Code does not require townhomes to have a privacy fence. Commissioner Bumbales questioned whether retaining a deteriorated fence would be preferable to having no fence at all. Director Knapp responded that the Village could not require the HOA to retain the existing fence. Commissioner Bumbales commented that the HOA's decision to remove the fence would negatively impact its own residents. Chair Patrician noted that maintaining the fence costs the HOA approximately $20,000 annually and that the Petitioner's proposal could improve existing conditions. Mr. Rak stated that the Petitioner is willing to install landscaping and is open to investing in to the property.

Director Knapp explained that the original PUD approval required landscaping in the area. Therefore, the property is currently not in compliance and will be required to install landscaping regardless of the outcome of the request.

Commissioner Bumbales asked whether the proposed landscape plan met Village standards. Planner Barajas responded that the plan generally conforms to the standards, although additional review of the proposed plant materials is still required. Chair Patrician asked whether plantings could be accommodated within the narrow landscape area. Planner Barajas responded that the minimum required width in that location is 10 feet and that the existing dimension is slightly less than required.

Karen McBride asked who would be responsible if a branch from a tree on the SmartStop property were to fall onto a neighboring residential property. Attorney Walters explained that the property owner is responsible for maintaining the tree, while adjacent property owners may trim overhanging branches up to their property line. He added that, in the event of property damage caused by a fallen branch, the affected homeowner would likely need to contact their insurance provider.

Commissioner Sturznickel asked whether the HOA would be responsible for replacing the fence. Director Knapp responded that it would not. Commissioner Sturznickel responded that residents would have to deal with the chain-link fence.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked whether vehicles were required to be covered. Ms. Lovett responded that it is not required.

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Sturznickel to recommend approval of a Major Amendment to

Ordinance 2015-O-16 allowing Outdoor Storage of passenger vehicles along the north property line at 1910 East Algonquin Road, based upon the fact that the Petitioner has met the following Findings of Fact, which includes addressing the landscaping and fencing, as well as addressing the Commission's previous questions, subject to the condition that the fence and landscaping staff condition is met. The motion carried (4-2).

DRAFT

PLANNED DEVELOPMENT STANDARDS
As demonstrated by the evidence submitted, the proposed amendment to Ordinance No. 2015-O-06, seeking to include outdoor storage along the northern property line for twenty-four (24) vehicles as indicated on the accompanying site plan shall comply with all applicable requirements and standards set forth in the approved Planned Unit Development (PUD) and Village of Algonquin Zoning Ordinance.

The below findings of fact were made in reliance on the professional opinions of Urban Planners from Bodwé - WBK Engineering in reference to Village of Algonquin Zoning Ordinance Section 21.11.E of the Algonquin Zoning Ordinance providing that a Planned Development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
    1) ***This standard does not apply. The subject property is a commercial self-storage facility and does not contain, nor does the Applicant propose, any dwelling units. The requested amendment does not modify the existing zoning density or introduce residential uses to the subject property.***
2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
    1) ***No changes to building height are proposed. The existing building remains within the height limits of the existing PUD, and no modifications are requested as part of this PUD amendment. Therefore, no additional yards or open space adjustments are required for compliance.***
3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
    1) ***The requested PUD amendment relates solely to the formal authorization of outdoor vehicle storage along the north property line, in an area historically used for this purpose. This amendments does not introduce new intensive uses, does not involve building expansion, and does not modify the existing operational character of the facility.***
    a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
        1) ***The requested vehicle storage area supports the primary function of the facility by providing secure outdoor parking options for typical passenger vehicles. This use is typical and appropriate of a modern self-storage operation and are directly aligned with the facility's core business model.***
    b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
        1) ***All stored vehicles remain within secured, fenced portions of the site and do not affect traffic patterns, noise levels, lighting, or adjacent land uses. There is no evidence of detrimental influence from these long-standing activities.***
    c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;
        1) ***This standard does not apply. The subject property is a commercial self-storage facility and is not an industrial development. The requested amendment does not modify the existing use in a manner which will create a non-conforming condition with any and all applicable performance standards including screening, lighting, noise, or operational controls.***

d. That the use exceptions allowed are on file in the Community Development Department;
    1) ***All materials related to the requested amendment, including all applicable application forms, fees, narratives, reports, surveys, site plans, and exhibits, are included in the resubmittal package and will be on file with the Community Development Department as required.***

4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
    1) ***The facility continues to provide adequate parking for its daily operational needs. Customer activity is low-intensity and staggered throughout the day, and the proposed outdoor storage area do not interfere with customer or staff parking. No additional parking demand is generated by this request, and the existing on-site parking remains sufficient for the use.***
5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
    1) ***This standard does not apply. The project is a commercial self-storage facility and does not contain private open spaces or recreational amenities intended for residential use. No shared facilities requiring internal assessments are included in the proposal.***
6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
    1) ***This standard does not apply. The request is not a residential development and does not involve annexation into the Village.***
7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.
    1) ***The existing facility fronts Algonquin Road, an arterial roadway. Required landscaped areas, including berms and plantings, were previously installed as part of the original PUD approval. The current request does not modify, relocate, or reduce any of the existing landscaped buffering along Algonquin Road. All frontage landscaping remains intact and compliant. No changes are proposed as part of this amendment.***

X

Adam Rak - 12/17/2025
Senior Urban Planner

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 1002-354365-RTT, WITH AN EFFECTIVE DATE OF DECEMBER 09, 2021.

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 2 IN EDGETOWN ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972 AS DOCUMENT NO. 566698, IN MCHENRY COUNTY, ILLINOIS.

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN THE VESTING DEEDS, RECORDED AS DOCUMENT NO.2011R0052914, IN THE APPLICABLE OFFICIAL RECORDS, COUNTY OF MCHENRY COUNTY, STATE OF ILLINOIS.

NOTES CORRESPONDING TO SCHEDULE B

(2) — TERMS, PROVISIONS AND CONDITIONS CONTAINED IN STORM WATER MANAGEMENT JOINT DETENTION SYSTEM AGREEMENT AND DECLARATION OF EASEMENT BY AND BETWEEN RICHARD F. GALATI AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 2001, AND KNOWN AS THE RICHARD F. GALATI AS TRUST AND JEANINE M. GALATI AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 2011, AND KNOWN AS JEANINE M. GALATI TRUST AND ALGONQUIN SELF STORAGE, LLC AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED JULY 20, 2015 AS DOCUMENT NO. 2015R0026418.
(AFFECTS, BLANKET IN NATURE)

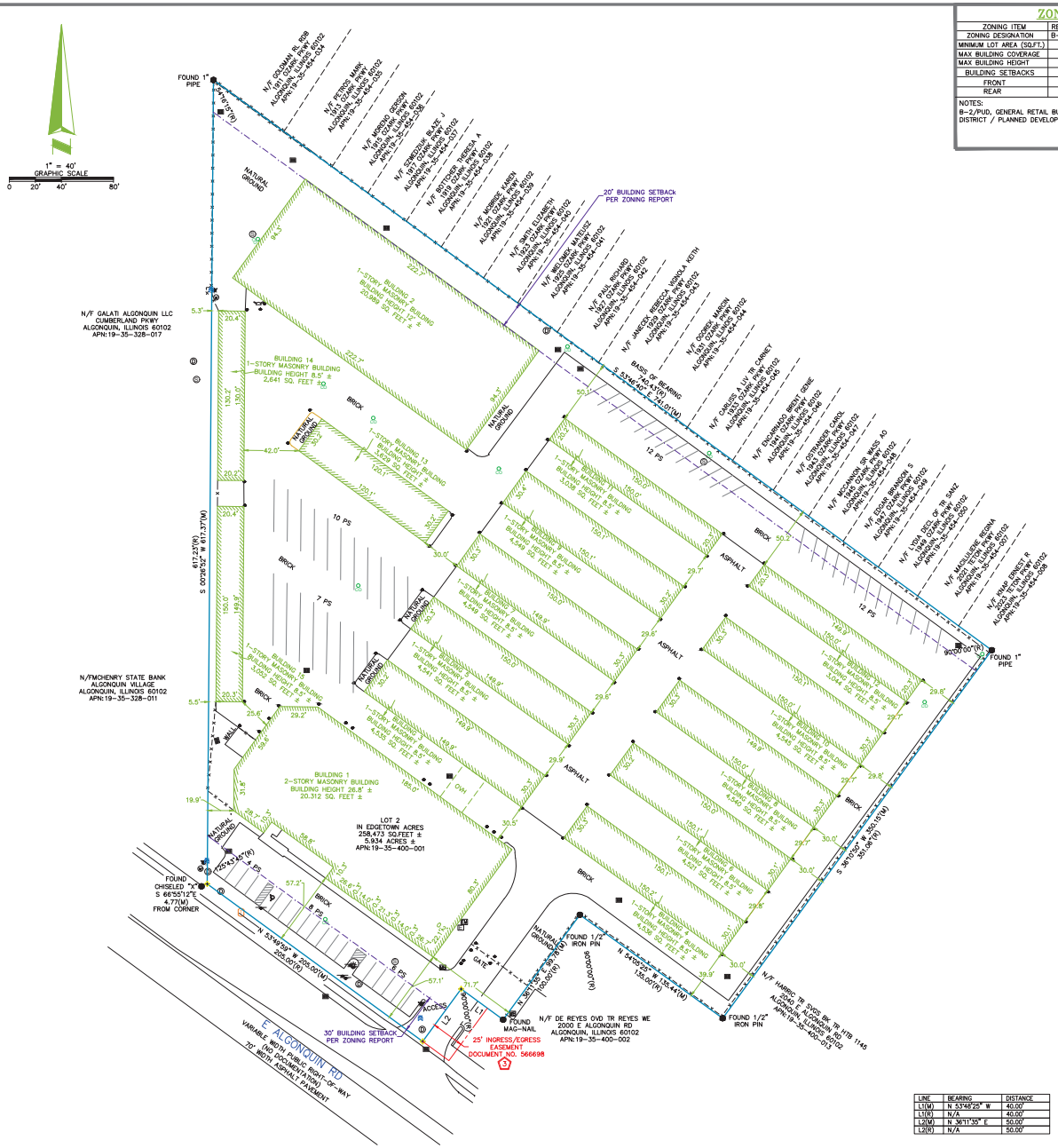
(3) — 25 FOOT EASEMENT FOR INGRESS AND EGRESS DISCLOSED IN EDGETOWN ACRES SUBDIVISION PLAT RECORDED MAY 17, 1972 AS DOCUMENT 566698 AND TERMS AND PROVISIONS CONTAINED THEREIN.
(AFFECTS, PLOTTED AS SHOWN)

LEGEND

SQ.FT.	SQUARE FEET	T	TELEPHONE PEDESTAL
	NO PARKING AREA		DRAINAGE INLET
	HANDICAP PARKING SPACE		WATER VALVE
PS	PARKING SPACE(S)		WATER MANHOLE
GEN	GENERATOR		STORM MANHOLE
(M)	MEASURED/ CALCULATED DIMENSION		SANITARY MANHOLE
			FIRE HYDRANT
(R)	RECORD DIMENSION		SIGN
OVH	OVERHANG		BOLLARD
		CCO	CLEAN OUT
			FIRE DEPARTMENT CONNECTION
	COMPUTED POINT		ELECTRIC BOX
	FOUND MONUMENT AS-NOTED		ELECTRIC METER
			LIGHT POLE
	FENCE		
	BOUNDARY		

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE SURVEY.



LINE	BEARING	DISTANCE
L1(M)	N 53°46'25" W	40.00'
L1(R)	N/A	40.00'
L2(M)	N 36°13'35" E	50.00'
L2(R)	N/A	50.00'

ZONING DATA

ZONING ITEM	REQUIRED	PARKING REQUIREMENTS
ZONING DESIGNATION	B-2/PUD	Parking is per Site Plan Approved by the Zoning Board for this property per Patrick M. Knapp, Senior Planner, 847.658.2700.
MINIMUM LOT AREA (SQ.FT.)	N/A	
MAX BUILDING COVERAGE	N/A	
MAX BUILDING HEIGHT	35'	
BUILDING SETBACKS		
FRONT	30'	
REAR	20'	

NOTES:
B-2/PUD, GENERAL RETAIL BUSINESS DISTRICT / PLANNED DEVELOPMENT

CONTACT: ZONING INFO, INC
REPORT DATE: 2/1/2022
REPORT #: 78368

VICINITY MAP

NOT TO SCALE

SHEET 1 OF 1

LAND AREA

258,473 SQUARE FEET ±
5.934 ACRES ±

PARKING

REGULAR= 59
HANDICAP= 1
TOTAL= 60

FLOOD INFORMATION

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 17111C0342J, WHICH BEARS AN EFFECTIVE DATE OF 11/16/2006 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM.

BEARING BASIS

THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER ILLINOIS STATE PLANE COORDINATE SYSTEM, EASTERN ZONE, NAD83-2011, AS MEASURED ALONG THE NORTHERNLY LINE OF THE SUBJECT PROPERTY WHICH BEARS S 53°46'40" E PER GPS COORDINATE OBSERVATIONS
LATITUDE: 42°09'26.7006"
LONGITUDE: -88°16'04.5564"
CONVERGENCE ANGLE: -00°02'38.02268"

GENERAL NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO E ALGONQUIN ROAD, A DEDICATED PUBLIC STREET OR HIGHWAY.
5. THERE WAS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.
6. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF HIGH POINT RIDGE AND E ALGONQUIN ROAD, WHICH ABUTS THE SOUTHERN LINE OF THE SUBJECT PROPERTY.
12. THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENTS.
13. THE FOLLOWING ITEMS, IF ANY, ARE PLOTTED ON THE SURVEY TO THE EXTENT REFERENCED ON THE APPLICABLE TITLE COMMITMENT: (I) ALL PLOTTABLE AREAS DENOTED IN THE RECIPROCAL EASEMENT AGREEMENTS AND (II) THE BOUNDARY LIMITS ONLY OF ALL OFFSITE APPURTENANT EASEMENTS.
14. NO VISIBLE CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED, NOR WERE ANY DESIGNATED BY THE CLIENT, NECESSARY PERMISSIONS WERE NOT PROVIDED.

ALTA/NSPS LAND TITLE SURVEY

AEI JOB #453243
NEXT DOOR SELF STORAGE
1910 EAST ALGONQUIN ROAD
MCHENRY COUNTY ALGONQUIN, ILLINOIS

SITE PICTURE

COORDINATED BY:

AEI Consultants
2500 CAMINO DIABLO
WALNUT CREEK, CA, 94597
TELEPHONE: 925.746.6000
EMAIL: SURVEYS@AEICONSULTANTS.COM

SURVEYOR'S CERTIFICATE

TO: FIRST AMERICAN TITLE INSURANCE COMPANY; SSTII 1910 E ALGONQUIN RD, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS SUCCESSOR AND/OR ASSIGNS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 16, 17, 18 AND 19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON 01/05/2022.
DATE OF PLAT OR MAP: 01/06/2022.

ROBERT J. WINNICKI
PROFESSIONAL LAND SURVEYOR 035.003976
STATE OF ILLINOIS
LICENSE EXPIRES 11/30/2022
PROFESSIONAL DESIGN FIRM: 184.008228-00008

SURVEYED BY:

BLEW & ASSOCIATES, P.A.
3825 N SHILOH DRIVE
FAYETTEVILLE, AR 72703.
SURVEY@BLEWINC.COM

DATE	REVISION HISTORY	BY
1/25/2022	CLIENT COMMENTS	FM
2/2/2022	CLIENT COMMENTS	CKLS

SURVEYOR JOB NUMBER: 21-10818
SCALE: 1" = 40'
DRAWN BY: SDH
APPROVED BY: RJW

ZONING DATA		EXISTING	PROPOSED
NORTH PROPERTY LINE AREA	SETBACKS	NO CHANGE	
	FLOOR AREA	NO CHANGE	
	LOT COVERAGE	NO CHANGE	
	PARKING CALCULATION	NO CHANGE	
	SPECIAL USE	"CLIMATE-CONTROLLED SELF-STORAGE AND RENTAL TRUCK"	ADDITION OF: "OUTSIDE STORAGE OF VEHICLES"

NOTE:
SCALE SHOWN IS FOR FULL SIZE 22"X34" PLANS.
IF PRINTED ON HALF SIZE PAPER (11"X17") SCALE IS ONE-HALF.

TITLE:
PUD AMENDMENT - NORTH PROPERTY LINE AREA
1910 E. ALGONQUIN RD.
ALGONQUIN, IL 60102

DSGN.	DJG
DWN.	DWN
CHKD.	CHK
SCALE:	AS NOTED

NO.	DATE	NATURE OF REVISION

CLIENT:
SMARTSTOP SELF STORAGE
10 TERRACE ROAD
LADERA RANCH
CA 92694

WBK ENGINEERING, LLC
116 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443-7755

PROJECT NO. 242083
DATE : 10/23/2025
DRAWING NO. **EX1**
SHEET:
1 OF 1

8037899 8
Tx:40279894

JOSEPH J. TIRIO
CLERK AND RECORDER
MCHENRY COUNTY, IL
2022R0026112
07/22/2022 12:33:34 PM PAGES: 8
GIS FEE 24.00
RECORDING FEE 11.00
AUTOMATION FEE 8.00

ORDINANCE NO. 2015-O-06

An Ordinance Approving a Final PUD and Issuing a Special Use Permit for Climate-Controlled Storage and Rental Trucks (Next Door Storage-1910 East Algonquin Road)

Prepared by and Mail to:
Village of Algonquin
Attention: Deputy Village Clerk
2200 Harnish Drive
Algonquin, IL. 60102
(847) 658-5609

VILLAGE OF ALGONQUIN

CERTIFICATION

I, Fred Martin, do hereby certify that I am the duly sworn and qualified Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Deputy Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village of Algonquin.

I DO HEREBY further certify that the foregoing reports titled or identified as ORDINANCE NO. 2015-O-06 is a true and correct copy of said document.

IN WITNESS WHEREOF, I have affixed my name as Village Clerk and cased the seal of said Village of Algonquin to be affixed hereto on the 20th day of July, 2022.

(SEAL)

Fred Martin
Village Clerk

by: Michelle Weber
Deputy Village Clerk

ORDINANCE NO. 2015 - O – 06

An Ordinance Approving a Final PUD and Issuing a Special Use Permit for Climate-Controlled Storage and Rental Trucks (Next Door Storage—1910 East Algonquin Road)

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, a petition was submitted to the Village of Algonquin ("Village") by John Philip Murphy, Algonquin Self Storage, petitioner and owner of the property, requesting approval of a Final PUD and issuance of a Special Use Permit to allow climate-controlled self-storage and truck rentals on certain territory legally described as follows:

> LOT 2 IN EDGETOWN ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972, AS DOCUMENT NO. 566698, IN MCHENRY COUNTY, ILLINOIS

Tax parcel number: 19-35-400-001

Commonly known as 1910 East Algonquin Road, Algonquin, IL 60102 ("Subject Property"); and

WHEREAS, a public hearing was held before the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said Special Use Permit and approval of the Final PUD for the Property; and

WHEREAS, the Village Board has considered the findings of fact, based upon the evidence presented at the public hearing to the Algonquin Planning and Zoning Commission by the Petitioner.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: A Special Use Permit to allow climate-controlled self-storage and rental trucks is hereby issued for the Subject Property and a Final PUD is hereby approved for the Subject Property, which include the following conditions:

A. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all off-site and on-site utilities

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.

B. A demolition permit shall be obtained prior to starting demolition on the existing building.

C. The Engineering Plans, prepared by Vanderstappen Surveying and Engineering, Inc., latest revision date October 27, 2014, shall be revised to incorporate the comments noted in the January 5, 2015, memorandum from Teska, the December 16, 2014, memorandum from Christopher Burke Engineering, the December 30, 2014, memorandum from Public Works, and the March 14, 2012, memorandum from the Algonquin Lake in the Hills Fire Protection District. The existing site shall be paved with permeable pavers or pervious concrete in areas that are currently gravel. The fine shall be $500 for the accessible parking spaces. The curb cuts shall be removed and one curb cut installed to serve this property and the property to the east as a shared access. All site access work shall be coordinated with and permitted through IDOT. A sidewalk shall be installed along the East Algonquin Road frontage. The developer shall make every attempt to work with the property owners to the west and IDOT to install a sidewalk connection to the existing sidewalk at the Gourmet House. Detention shall be provided under the parking lot and paved areas. In combining the driveways for the two properties, the owner shall work with the other property owner to remove and relocate their monument sign. The sign shall comply with Village requirements (brick base, brick surround, decorative cap, and size requirements). Plans for the sign shall be submitted and reviewed prior to any removal or relocating of the existing sign. An area on the plans, within the fenced-in area, shall be designated for the parking of rental trucks.

D. The Landscape Plan, as prepared by ILT Vignocchi Landscape Architects and Contractors latest revision date November 18, 2014, shall be revised to incorporate the comments from the January 5, 2015, memorandum from Teska, the December 16, 2014, memorandum from Christopher Burke Engineering, and the December 30, 2014, memorandum from Public Works. The landscape plan shall be revised to include more diverse variety of plants. Norway spruce trees shall be planted along the rear property line to provide a buffer to the residential behind the property; hardwood and ornamental trees shall be added to this area also. Additional landscaping shall be added to the site along the driveway and in the area where a future building is proposed. Additional evergreens shall be added to screen the view from East Algonquin Road into the property. A new, 6-foot tall, black anodized aluminum fence shall be installed along the east side of the new building to connect to existing fence on the property.

E. The architectural plans as prepared by Sullivan Goulette and Wilson Architects with the latest revision date October 31, 2014, shall be revised to address comments from the January 5, 2015, memorandum from Teska, the December 16, 2014, memorandum from Christopher Burke Engineering, the December 30, 2014, memorandum from Public Works, and the March 14, 2012, Algonquin Lake in the Hills Fire Protection District memorandum. The 30,000-square foot building (footprint of 10,000 square feet) shall be constructed as a climate-controlled self-storage building. The window framing system shall be a dark bronze color. The windows shall have a display area behind them so the doors to storage units are not seen, with the exception of the office area on second floor of the southeast corner. The front elevation shall be constructed with a stone base,

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decorative cornice treatment at the roof, a terra cotta color full-dimensional face brick for the majority of the wall area and a shortbread tan color full-dimensional face brick for accent wall areas. The coping around the top of the building and the metal roof canopy shall be brownstone in color. The sides and rear of the building shall be constructed with the shortbread color full-dimensional face brick with accent columns in the terra cotta brick and with a stone base. This building may be expanded in the future to the west with approval of building permits from the Community Development Department.

A second climate-controlled building is proposed for the northwest corner of the property. The 22,000-square foot building shall architecturally match the 30,000-square foot building in terms of building materials and colors. The final design of the building shall be reviewed by Community Development Department staff once a building permit is submitted.

F. The Sign Plan, as prepared by Grate Signs, with the latest revision date October 23, 2014, shall be revised per Diane LaCalamita' s November 25, 2014, memorandum. One wall sign shall be permitted on the south elevation. The wall sign shall be revised to comply with the Sign Code dimensions; 24-inch letters and sign not to exceed 40 inches. Details shall be provided on illumination for the sign. The proposed monument sign shall be revised to meet the Sign Code. The brick base shall include a surround around the sign face. The maximum height of the overall sign shall be 12 feet and the maximum width shall be 10 feet. Revised sign drawings shall be submitted for review. No signage shall be visible on or through the building windows.

G. A Photometric Plan, as prepared by On-Site Lighting & Survey, LLC, with a latest revision date of October 29, 2014, shall be revised to address comments below and from the December 16, 2014, Christopher B Burke Engineering memorandum and the December 30, 2014, Public Works memorandum. Cut sheets shall be provided for all light fixtures. The plans shall clarify if all lights are mounted on the building or if some are mounted on poles. The overall light level shall be an average of 1.11 foot-candles with a maximum of 12.5 foot-candles. All lights shall be downcast, with the lens flush with the fixture. A warm white light such as metal halide or LED shall be used.

H. All roof-mounted or ground-located mechanical equipment shall be screened with an appropriate architectural element or landscaping.

I. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.

J. The maximum number of rental trucks permitted on site-shall be limited to the designated parking space within the fenced portion of the site. No pallets, packing materials or debris shall be left outside. No outside signage shall be permitted to advertise the rental trucks. All rental trucks shall be parked in the designated area behind the building at all times when not in service. Customers that drop off trucks when the business is not open may park them in the front parking lot; immediately upon the business opening the truck shall be moved to the rear of the building. No fuel shall be permitted to be kept on-site for the purpose of filling the rental trucks.

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

K. All new building(s) shall conform to the Building Code in effect at time of permit application.

L. Outdoor storage of vehicles, boats and RVs shall be phased out and completely eliminated at the time a building permit is approved for either the expansion of the 30,000- square foot building in the front or the 22,000-square foot climate-controlled building or by January 1, 2025, whichever occurs first.

M. All outdoor storage of commercial trucks, trailers, and any other vehicles other than automobiles, boats, RVs and campers (i.e., landscape company) shall be eliminated from the site by April 30, 2015.

N. At the completion of construction of the 30,000-square foot climate-controlled building, all outdoor storage of vehicles, boats and RVs shall be moved so they are not visible from East Algonquin Road or the periphery of the property.

SECTION 2: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Property, shall be complied with, except as otherwise provided in this Ordinance.

SECTION 3: The findings of fact on the petition to issue the special use permit are hereby accepted.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye: Sosine, Spella, Smith, Steigert, Glogowski
Nay: ~~0~~
Absent: Dianis
Abstain: ~~0~~

APPROVED:

Village President John C. Schmitt

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

ATTEST: Gerald S. Kautz
Village Clerk Gerald S. Kautz

Michelle Weber
By: Deputy Village Clerk Michelle Weber

Passed: February 3, 2015

Approved: February 3, 2015

Published: February 4, 2015

Prepared by: Village Staff
Reviewed by: Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

McHenry County Recorder JOSEPH J. TIRIO # 2022R0026112

Rental Housing Support Program (RHSP)
State Surcharge Exemption Declaration

Illinois law (55 ILCS 5/3-5018) requires that the Recorder collect a Rental Housing Support Program State surcharge for the recordation of any real estate-related document unless the entity recording the document is any State agency, any unit of local government or any school district.

☒ By checking this box and affixing my signature below, I hereby claim that the entity recording this document is a State agency, a unit of local government or a school district and thus claiming to be exempt from the Rental Housing Support Program State surcharge.

Village of Algonquin, 2200 Harnish Drive, Algonquin, IL 60102
Name of State agency, unit of local government or school district recording this document **(Please Print)**

Michael Kumbera
Name of person presenting this declaration **(Please Print)**

Signature of person presenting this declaration

7/20/22
Date

RECORDER'S OFFICE STAFF: Place this form at the end of the document. Do not charge for this form

RHSP Exemption Declaration Form 20170327-1.docx

Bodwé
WBK Engineering

Date:	3/31/2026
Prepared By:	Bodwé – WBK Engineering on behalf of SmartStop Self Storage
Prepared To:	Village of Algonquin Planning & Zoning Commission
Subject:	Response to Outstanding Questions and Follow-up from March 9 Public Hearing

Purpose
The following memorandum was prepared by Adam Rak (Planner, Bodwé-WBK Engineering) on behalf of Jennifer Borie (Applicant, Director of Asset Management, SmartStop Self Storage) with input from Laurie Lovett (District Manager – Midwest, SmartStop Self Storage). The memo is intended to respond directly to questions and concerns raised by the Planning & Zoning Commission at the March 9, 2026, meeting and to supplement the record for the continued hearing planned for April 13th, 2026.

Request
The Applicant requests a recommendation for approval of a Major Amendment to the Planned Development to allow Outdoor Storage at 1910 East Algonquin Road in the area identified as the "North Property Line Area".

The North Property Line Area is an existing paved parking area constructed with 24-angular parking stalls and is enclosed with two existing fences. On the Subject Property, an existing chain-link fence stands with signage individually numbering each parking space along this area. Beyond the chain-link fence is an existing solid privacy fence. At this time, ownership and maintenance responsibility of the privacy fence requires further investigation and coordination with the adjacent subdivision association.

Aligned with the Staff's recommended conditions for approval, the Applicant intends to use the North Property Line Area for parking of typical passenger vehicles only. This area will not be used for parking of commercial vehicles, trailers, recreational vehicles (RVs), marine craft, rental truck, or any other vehicle type.

Questions from March 9th Hearing
It is our understanding that the Commission's primary concerns relate to compatibility with the adjacent Copper Oaks Townhome Subdivision with questions regarding management and operations of the facilities along with potential lighting and noise impacts to neighboring properties. The following section provides answers/clarification to prior discussion.

What are the Standard Hours of Operation?
The standard hours for access for SmartStop Self Storage are 6:00 am to 10:00pm.

Is staff on-site, 24-hours?
No, the property is under 24-hour surveillance, but staff hours are limited to:
Monday thru Friday 9:30am to 6:00pm
Saturday 9:00 am to 4:00 pm
Sunday 10:00am to 2:00pm

What are the terms of the typical leases/rental agreements?
The North Property Line Area would be subject to Smart Stop Self Storage standard lease agreement.

Note: A copy of a standard lease agreement is provided below as Appendix A – Standard Lease agreement.

St. Charles Office
116 W. Main Street, Suite 201
St. Charles, IL 60174

P: 630.443.7755

Battle Creek Office
68 E. Michigan Avenue
Battle Creek, MI 49017

P: 269.224.3182

W: bodwegroup.com/companies/wbk-engineering

How does SmartStop enforce the terms of lease agreements?
SmartStop enforces its lease terms through a combination of contractual default remedies, notices, charges, denial of access, and removal rights. The standard agreement states that tenants are in default if they fail to pay rent or other charges when due or if they breach any terms or conditions of the agreement. In those situation, SmartStop may deny access, overlock the space, charge late fees and other default-related charges, terminate the agreement, and exercise lien and sale remedies permitted under the Self-Service Storage Facility Act. The lease also allows SmartStop to require tenants to remove prohibited items or correct violations and if they do not, SmartStop reserves the right to enter the space, take corrective action, and charge the tenant for related costs.

Would customers be allowed to perform vehicle maintenance in the North Property Line Area?
No. Vehicle maintenance would not be permitted in the North Property Line Area. The area is intended solely for the long-term parking of passenger vehicles. No repair work, mechanical work, detailing, fluid changes, or other vehicle servicing activities would be allowed. This restriction is incorporated into the rental terms and enforced by SmartStop management. This limitation is important to ensure the area functions as a passive parking area and does not create additional noise, lighting, or activity impacts for the adjacent residential properties.

How does SmartStop determine that a vehicle has been abandoned and what do they do to remove those vehicles?
An occupant is deemed to have abandoned a vehicle if it is left in the space after the occupant's right to occupy has ended or if the occupant defaults under the terms of the lease agreement. In that case, SmartStop may have the vehicle removed from the property in accordance with applicable laws. The lease also states that if a vehicle is stored and the occupant is in default more than 60-days, it may be moved. Additionally, the lease provides that SmartStop may require removal of a vehicle from the site if it is improperly parked or otherwise creates an issue under the rules of the facility.

How does SmartStop mitigate risk of leaking fluids?
SmartStop would mitigate the risk of leaking fluids in several ways. First, the area would be used only for long-term parking of standard passenger vehicles, and vehicle maintenance or repair would not be permitted there. That reduces the likelihood of fluid-related issues associated with active servicing. Second, the terms of the lease agreement would prohibit storing vehicles in a condition that creates a hazard, nuisance, or site maintenance issue. Third, SmartStop management would monitor the area through routine inspection and oversight. If a vehicle is found to be leaking fluids, the tenant would be required to correct the issue promptly, and SmartStop would have the ability to enforce its lease terms, including requiring removal of the vehicle if necessary. Any affected pavement area would be cleaned and addressed promptly to avoid impacts to neighboring properties and to maintain the site in a safe condition.

Will the proposal be adding new lighting that could impact adjacent property owners?
No additional lighting is proposed for the North Property Line Area. The request is limited to long-term parking of passenger vehicles within an existing paved area. No vehicle maintenance, repair, or servicing would be permitted on-site. As a result, the proposed use would not create a need for flood lights, work lights, or similar supplemental lighting associated with vehicle work activities.

Would SmartStop be willing to invest in additional improvements outlined in the Staff Report in order to mitigate some of the concerns and impact to the neighbors?
Yes, the Applicant would be willing to invest in additional improvements recommended in the Staff Report in order to mitigate concerns of impacts to neighboring properties.

Please see the attached Concept Landscape Plan submitted as Appendix B - Concept Landscape Plan.

Who is responsible for maintaining the privacy fence?
SmartStop is willing to perform a condition assessment of the existing privacy fence as recommended in the Staff's conditions for recommending approval. Following the assessment, SmartStop is also committed to coordinating with the Copper Oaks Subdivision Association to determine ownership of the fence and to clarify any future responsibilities related to maintenance and/or replacement, as those responsibilities have not yet been definitively established. See Appendix C - Existing Fence Photos.

Other Discussion/Considerations from March 9th Hearing
Rental Truck Parking
At the March 9 hearing, the 2015 ordinance language stating that rental trucks were to be parked in designated spaces within the fenced portion of the site was discussed.

Staff suggested that the North Property Line Area was not the location intended for rental truck parking. However, based on the materials currently available to the Applicant, no other area on the site has been expressly identified as the designated rental truck parking area. Materials reviewed included:

- Village of Algonquin Community Development Department Memorandum (Case No. 2012-01 Next Door Storage – Final PUD and Special Use Permit) dated January 12, 2014, to Planning and Zoning Commission.
- Village of Algonquin Community Development Department Memorandum (Case No. 2012-01 Next Door Storage – Final PUD and Special Use Permit) dated January 27, 2015, to Committee of the Whole.
- Site Improvements for Next Door Self Storage Phase II, prepared by Caldwell Engineering, LTD (CELTD) and dated 10/02/2017.

By comparison, the North Property Line Area is an existing paved parking field within the fenced portion of the property, with striped and individually numbered spaces. Taken together, those features reasonably suggest that the area was designed for organized vehicle parking as part of the approved site layout. The area is plainly built and arranged for vehicle parking, which makes it a logical location for that use. The proposed request does not introduce a new type of activity in this area. Instead, it would allow long-term parking of standard passenger vehicles in an existing paved parking area under an operating model that is narrower and less intensive than the rental truck use previously contemplated by the ordinance.

Appendix A – Standard Lease agreement

SmartStop
Self Storage REIT, Inc.
...The Smarter Way to Store!®

1910 E Algonquin Rd
Algonquin IL 60102
224-877-8113 store6122@smartstop.com

OCCUPANT INFORMATION:	**SPACE AND RENTAL INFORMATION:**
Occupant Name: _____ Address: _____ City/State/Zip: _____ Phone: _____ E-mail: _____ **By electing to provide Occupant's e-mail address, Occupant agrees that notice by Operator may be given to Occupant via e-mail.** **Please state whether you, or your spouse, are Active Duty Military/Reserves/ Illinois National Guard Service?** Yes: ____ No:___ If "Yes," Please provide your Date of Birth: _____ Temperature Controlled Storage Space: Yes:___ No: ____ If "Yes," then Section 15 applies.	Date of Rental Agreement: _____ Approximate Size of Storage Space: _____ Storage Space #: _____ Monthly Rental Rate: $ _____
ALTERNATE INFORMATION:	**VEHICLE INFORMATION:**
Will you be providing an alternate contact, in addition to yourself, to whom any Lien Notice and subsequent communication is required to be given. Yes: _____ No:_____ **If "Yes," please provide the name and address of another person in addition to yourself.** Alternate Name: _____ Address: _____ City/State/Zip: _____ Phone: _____ Refused: _____	Will the Occupant's Property include a vehicle? Yes: ____ No:____ If "Yes," please provide Make/Model/License/VIN. Make: _____ Model: _____ License: _____ VIN: _____

Please provide a general description of the Personal Property that will be stored in the Storage Space:

_____

LIENHOLDER INFORMATION: Occupant represents that Occupant owns or has legal possession of the personal property in his or her Storage Space(s) and that all the personal property in his or her Storage Space(s) is free and clear of all liens and secured interests? Yes: _____ No:_____

IF "No" (describe property and name of lienholder):

_____

_____

PURSUANT TO SELF-SERVICE STORAGE FACILITY ACT OF ILLINOIS CHAPTER 770 ILCS 95/1 ET SEQ THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY, LOCATED AT A SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION.

THE PROPERTY STORED IN THE STORAGE SPACE IS NOT INSURED BY THE OWNER OR MANAGER AGAINST LOSS OR DAMAGE.

THE PROPERTY STORED IN THE STORAGE SPACE MAY BE TOWED FROM THE SELF-SERVICE STORAGE FACILITY IF: (i) THE PROPERTY IS A MOTOR VEHICLE OR WATERCRAFT; AND (ii) THE OCCUPANT IS IN DEFAULT FOR MORE THAN 60 DAYS. THE OWNER SHALL NOT BE LIABLE FOR ANY

DAMAGES TO THE MOTOR VEHICLE OR WATERCRAFT ONCE THE TOWER TAKES POSSESSION OF THE MOTOR VEHICLE OR WATERCRAFT. REMOVAL OF ANY MOTOR VEHICLE OR WATERCRAFT FROM THE SELF-SERVICE STORAGE FACILITY SHALL NOT RELEASE THE OWNER'S CLAIM FOR LOST RENT AND DAMAGES.

This Agreement is entered into between Strategic Storage Property Management II, LLC ("Manager"), as agent for the Facility's Owner (together with Manager, "Operator"), and Occupant listed above. For the avoidance of doubt, the term Operator shall include Owner and Manager. In consideration of all the terms and conditions herein, Operator does hereby lease to Occupant the above-described Storage Space (the "Storage Space" or "Space") located at the self storage facility at the address listed above (the "Facility") pursuant to the following terms and conditions:

TERM, RENT AND FEES

1. TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month. All terms and conditions of this Agreement shall continue so long as Occupant retains possession of the Storage Space.

2. RENT: The first month's rent in the amount stated as the "Monthly Rental Rate", above (the "Monthly Rental Rate"), plus applicable taxes, along with a one-time, non-refundable **ADMINISTRATIVE FEE** of $29.00, shall be paid on the Date of Rental Agreement stated above. Thereafter, the Monthly Rental Rate, plus applicable taxes, along with any applicable additional rent, which may include, but is not limited to, Default charges, clean up charges, dumpster charges, damages to the Storage Space or Facility, and other unpaid fees or charges ("Rent"), shall be due on the same day every month ("Monthly Due Date"). The period between consecutive Monthly Due Dates is referred to as the "Rental Month." The last day of the Rental Month for which all Rent have been paid is the "Paid Through Date." All extensions and renewals are collectively the "Term." Occupant agrees to pay Rent: in person at the Facility during office hours; by mail (payment shall be deemed made on the date of receipt); via Operator's automated payment system "Kiosk", if available; via Operator's telephone answering service ("Call Center"); by other electronic means including via SMS or Operator's secure website at www.smartstopselfstorage.com; or by advance written authorization to Operator. (Occupant shall not deliver Rent in the form of cash to the Facility Office by mail). It is expressly agreed that Operator does not send monthly statements or reminders of Rent due dates. Occupant may request monthly statements. The Invoice Fee set forth in Section 4, below, shall be payable for each invoice mailed. Occupant shall not fail to pay Rent if Occupant does not receive an invoice or bill. Operator, at Operator's sole discretion, may accept or reject partial Rent payments. Acceptance of partial payments of Rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial Rent payment made to cure a default for nonpayment of Rent shall not delay or stop foreclosure on Occupant's stored property. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES ONCE OCCUPANT IS FORTY-FIVE (45) DAYS LATE SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. Operator shall require payments of Rent to be in the form of cash or cashier's check in the event Occupant is in Default or has a payment due to Operator returned for any reason, including insufficient funds, or credit/debit card chargebacks. No payments can be made within three (3) days of a lien sale unless said payment is made in hand to Operator by cash, cashier's check, certified check or money order, and accepted in person by Operator's agent. **Paid Rent is nonrefundable.**

3. CREDIT CARD/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES: By providing a credit or debit card at any time during the Term, Occupant has authorized Operator to automatically charge or debit Occupant's credit/debit card on the Monthly Due Date, or as soon as reasonably practicable thereafter, in the amount stated above as Rent for each Rental Month Occupant continues to occupy the Storage Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In the event Occupant terminates this authorization or this Agreement owing any Rent, or other charges due, Operator may charge/debit Occupant's credit card for any sum due and owing upon termination including, but not exclusively, damages to the Storage Space or Facility, any Default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of this Agreement. Payment by credit card to cure a Rent delinquency in excess of thirty (30) days can only occur if Occupant presents a credit card in Occupant's own name, in person, at Operator's office or, if owned by someone other than Occupant, then the card owner must be present at Operator's office. No credit card payments will be accepted under any circumstance once Occupant is forty-five (45) days late. It is Occupant's responsibility to notify Operator of any new or updated account information if the credit card information changes (including updating an expiration date on a credit card). Occupant shall be charged late fees and other Default charges if the credit card payment is not approved by Occupant's bank/credit card provider.

4. FEES: As stated in Section 2, above, concurrently with the execution of this Agreement, Occupant shall pay a nonrefundable **ADMINISTRATION FEE** of $29.00. Occupant agrees to pay a monthly **INVOICE FEE** of $2.00 should Occupant request to receive a monthly invoice from Operator. Occupant acknowledges that late payment of monthly Rent will cause Operator to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly Rent payment is not received by the 5th day following the Paid Through Date, Occupant shall pay to Operator an additional sum equal to the greater of $20.00 or 20% of the Monthly Rental Rate (the "**LATE FEE**"). The **LATE FEE** shall be charged for each month the Rent is past due, such amount being considered liquidated damages. The parties agree that this late fee represents a fair and reasonable estimate of the costs the Operator will incur by reason of late payment by Occupant. Said late fee is due and payable without demand from Operator. Occupant agrees to pay a **RETURNED CHECK FEE** of $25.00 (plus bank charges) for each returned check. Any account thirty (30) or more days delinquent will be assessed a **LIEN FEE** equal to $110.00 and any account sixty (60) or more days delinquent will be assessed an additional **LIEN FORECLOSURE FEE** equal to $60.00. Operator reserves the right to impose additional fees for any unanticipated charges incurred due to the foreclosure of Occupant's stored property, such as a **LIEN PROCESSING FEE** of $60.00. Operator further reserves the right to charge a

LOCK CUT FEE of $20.00 should the Operator be required to remove the lock from the Storage Space.

LOCKS AND ACCESS

5. LOCKS: Operator shall have the right to assume that possession of a key and gate code is evidence of authority to enter Occupant's Storage Space. Occupant shall safeguard any property stored at the Facility. Should Occupant appoint another person or entity to enter the Storage Space, Occupant shall be responsible for the conduct of such person or entity. Occupant shall provide, at Occupant's own expense, a lock for the Storage Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Storage Space. In the event such lock is rendered ineffectual for its intended purpose from any cause, or the Storage Space is rendered unsecure in any manner, or a lock is removed for any other reason listed below, Operator may, at its sole option, take whatever measures are deemed reasonably necessary by Operator to re-secure the access to Occupant's Storage Space without creation of bailment or liability. Occupant shall not provide Operator or Operator's employees or agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Operator on Occupant's behalf, pursuant to a separate written agreement to that effect.

6. ACCESS: If Rent is not paid within the time prescribed by State law following the Monthly Due Date or Occupant is otherwise in Default, Operator may, without notice, deny the Occupant gate access to Occupant's property located in the Storage Space or otherwise at the Facility. Occupant's access to the Storage Space and the Facility may be limited as reasonably deemed necessary by Operator, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions of the Facility for repairs and maintenance. Occupant's access may be conditioned in any manner deemed necessary by Operator to maintain order and protect the Storage Space and the Facility, including the temporary closure of portions or all of the Property for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance. These denials of access shall not represent an event of default by Operator of the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and searching vehicles and contents. Operator may but is not required to take any actions to deny access. Neither Operator nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Storage Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. It is Occupant's sole responsibility as to those persons who are given access to Occupant's Storage Space, and Operator shall not be liable for anyone entering the Storage Space unless by Operator's gross negligence. Access will be denied to any party other than Occupant, unless said party retains gate code and key to unlock the Storage Space or has supplied Operator with written authorization from Occupant to enter the Storage Space.

7. OPERATOR'S RIGHT TO ENTER: Occupant grants Operator and its respective employees or agents, and representatives of any governmental authority, including police and fire officials, access to the Storage Space upon two (2) days advance written notice to Occupant. In the event of an emergency, Operator or its respective agents, employees, and representatives of governmental authority shall have the right to enter the Storage Space without notice to Occupant, and take such action as may be necessary or appropriate to protect the Facility, to comply with applicable law or enforce Operator's rights. In the event Occupant's lock is destroyed in the course of such inspection, Operator shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality. Neither Operator nor any of its respective agents, employees or affiliates shall be responsible for any loss occasioned by Occupant as a result of entry authorized under this Section.

USE OF STORAGE SPACE; LIMITATIONS ON USE

8. USE OF STORAGE SPACE:

8.1 CERTAIN PROHIBITIONS: Occupant agrees that the Storage Space and the Facility will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Storage Space or anywhere in the Facility, and will keep the Storage Space and the Facility in good condition during the term of this Agreement. Occupant shall not store Cash, Cash Equivalents, Bonds, Negotiable Instruments or any other items that can be converted to money. Occupant agrees to use the Storage Space only for the storage of personal property wholly owned by Occupant. Occupant shall not make any additions or modification to the Storage Space and shall not drill into or attach anything to the walls, floor or ceiling of the Storage Space and shall not commit waste in the Storage Space. Prescription medication is prohibited from being stored in the Storage Space. Marijuana may not be used, stored or grown, even if Occupant has a prescription to use or permit to grow or sell marijuana. The storage and charging of lithium batteries is prohibited. **IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE. IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS STORAGE FOR, OR A HABITAT OF, ANIMALS. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's property. Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA")), perishable or pollutant materials or any other goods in the Storage Space or elsewhere in the Facility that would cause danger or nuisance to the Storage Space or any other portion of the Facility.** Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Operator or any of its respective agents, employees or affiliates, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Operator may enter the Storage Space at any time to remove and dispose of prohibited items. Occupant shall not use or allow the Storage Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance. The term "release" shall have the same meaning as ascribed to it in CERCLA. The term "hazardous substance" means: i. Any substance defined as a "hazardous

substance" under CERCLA; ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and; iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Occupant agrees not to conduct any business out of the Storage Space and further agrees that the Storage Space is not to be used to manufacture, fabricate or process goods, serve or repair vehicles, boats, small engines or electrical equipment, or to conduct similar repair activities, conduct garage sales or retail sales of any kind, or conduct any other commercial or industrial activity in the Storage Space. Occupant is not permitted to be in the Storage Space with door to the Storage Space closed or partially open. The Storage Space shall not be used for the purpose of assigning a legal address in order to obtain an occupational license or other governmental permit or license to do business nor as a legal address for residential purposes. Violation of this section constitutes a material breach of this Agreement and automatically terminates Occupant's right to occupy the Storage Space.

8.2 PERMITTED AND NON-PERMITTED ANIMAL: Except for service animals or approved support animals for persons with disabilities (collectively, "Permitted Animal"), no animals or pets are allowed (even temporarily) anywhere in or about the Facility without prior written authorization from Operator. If an animal has been in the Facility at any time during the term of tenancy, Occupant shall be charged for all costs pertaining to damage to the Facility, including, but not limited to, de-fleaing, deodorizing and/or stain removal. If Occupant or any of Occupant's guests are found to be in possession of any non-Permitted Animals, Occupant and Occupant's guests will also be required to remove the non-Permitted Animal(s) from the Facility immediately, and Operator may treat such violation as a breach of this Agreement in accordance with Section 19. Occupant shall remain solely responsible for the actions of any Permitted Animal or non-Permitted Animals.

To the fullest extent allowable by law, Occupant shall defend, indemnify, and hold Operator harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), costs, penalties, losses or liabilities (collectively "Claims") incurred by or asserted against Operator for injuries (including death) to persons or damage or destruction to property and any and all fees, costs or penalties incurred by Operator, to the extent such Claims are caused by or arise out of Occupant's actions with respect to the Permitted Animal or non-Permitted Animal, or are caused directly by Occupant's Permitted Animal or non-Permitted Animal.

9. THE STORAGE SPACE; CONDITIONS AND ALTERATIONS: By signing this Agreement Occupant acknowledges that neither Operator, nor any employee of Operator, nor any other person acting on Operator's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Storage Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Storage Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Storage Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Storage Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Storage Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, releases and discharges Operator from any, and all liability for damages, and all other types of relief, to which Occupant otherwise would have had the right to obtain but for Occupant's having agreed to the terms of this provision and the release and discharge contained herein. Occupant assumes responsibility for having examined the Storage Space and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Storage Space. Should Occupant damage or depreciate the Storage Space, or make alterations or improvements without the prior consent of the Operator, or require the Operator to incur costs to clean the Storage Space upon termination, then all costs necessary to restore the Storage Space to its prior condition shall be borne by Occupant. Operator each has the right to declare any such costs to repair as "Rent" and non-payment of said costs entitles Operator to deny Occupant access to the Storage Space.

INSURANCE; LIMITATION OF LIABILITY

10. INSURANCE: OCCUPANT AGREES, AT OCCUPANT'S SOLE EXPENSE, TO MAINTAIN INSURANCE ON ALL PERSONAL PROPERTY STORED IN THE STORAGE SPACE WITH ACTUAL CASH VALUE COVERAGE AGAINST ALL PERILS, FIRE, EXTENDED COVERAGE ENDORSEMENT, BURGLARY, VANDALISM AND MALICIOUS MISCHIEF. OCCUPANT UNDERSTANDS THAT THE ONLY INSURANCE WHICH COVERS OCCUPANT'S STORED PROPERTY IS INSURANCE WHICH IS PURCHASED BY THE OCCUPANT. FAILURE TO CARRY INSURANCE SHALL RESULT IN OCCUPANT ASSUMING ALL RISK OF LOSS TO STORED PROPERTY AND BE WHAT IS COMMONLY KNOWN AS "SELF INSURED". OCCUPANT EXPRESSLY AGREES THAT ANY INSURANCE COMPANY SELECTED BY OCCUPANT TO PROVIDE SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OPERATOR OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES FOR LOSS OF OR DAMAGE TO STORED PROPERTY. ANY INSURANCE POLICY THAT IS OFFERED BY OWNER OR OPERATOR AT THIS FACILITY, IF ANY, IS BEING OFFERED AS A CONVENIENCE TO YOU, AND YOU ARE NOT REQUIRED TO PURCHASE SUCH INSURANCE POLICY.

11. RELEASE OF LIABILITY FOR PROPERTY DAMAGE: No bailment is created by this Agreement. Operator is not a warehouseman for the purposes of Article 7 of the Uniform Commercial Code engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all property stored in the Storage Space shall remain vested in the Occupant, and all property stored within or on the Storage Space by Occupant or located at the Facility by anyone shall be stored at Occupant's sole risk. **Operator and its respective agents, employee and affiliates shall not be liable for any loss of or damage to any personal property in the Storage Space or at the Facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, Acts of God, the active or passive acts or omissions or negligence of the Operator or any of its respective agents, employees or affiliates.**

12. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Operator and its respective agents, employees and affiliates from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant and Occupant's invitees or guest's use of the Storage Space and the Facility, including claims for Operator's or any of its respective agents', employees' or affiliates' active or passive negligence.

13. RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY: Operator and its respective agents, employees and affiliates shall not be liable to Occupant for injury or death as a result of Occupant's use of the Storage Space or the Facility, even if such injury is caused by the active or passive acts or omissions or negligence of Operator or any of its respective agents, employees or affiliates.

14. LIMITATION OF VALUE: Occupant agrees not to store property with a total value in excess of $5,000 without the written permission of Operator. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed $5,000. Nothing herein shall constitute any agreement or admission by Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth in this Agreement. In no event will Operator or Operator's agents be liable to Occupant or Occupant's agents for an amount in excess of the Value Limit, for any loss or damage whatsoever.

15. TEMPERATURE CONTROL (AS APPLICABLE): The temperature controlled Storage Spaces are heated or cooled, only, depending on outside temperature and only if the Storage Space is temperature controlled as indicated above. If this is not a temperature controlled Storage Space, then this Provision does not apply. The temperature controlled Storage Spaces do not provide constant internal temperature or any humidity control and Operator does not guarantee that temperature and humidity will not fluctuate. Occupant releases Operator and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Operator or its respective agents, employees or affiliates.

16. NO ORAL AGREEMENTS: This Agreement contains the entire agreement between Operator and Occupant and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Storage Space for the storage of Occupant's property, and that Occupant has made his or her own determination of such matters solely from inspection of the Storage Space and the Facility. Occupant agrees that he or she is not relying, and will not rely, upon any oral representation made by Operator or by any of its respective agents, employees or affiliates purporting to modify or add to this Agreement.

17. NO WARRANTIES: No expressed or implied warranties are given by Operator or any of its respective agents, employees or affiliates as to the suitability of the Storage Space for Occupant's intended use. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

OPERATOR'S LIEN

18. NOTICE OF LIEN: THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY, LOCATED AT A SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION.

DEFAULTS

19. DEFAULTS; OPERATOR'S REMEDIES: If Occupant breaches any term or condition of this Agreement, including failure to pay Rent on time or in full (a "Default"), Operator in addition to such other rights it may have under this Agreement and law shall have the right to terminate this Agreement. If Occupant fails to pay any Rent or other charges when due or if the Agreement is terminated by Operator for cause, Operator may: (i) deactivate gate or coded door access to the Storage Space (if available) or deny entry to the building containing the Storage Space; (ii) overlock the Storage Space in a time period permitted by State law, and said overlock, along with any written notice from Operator, overlock shall serve as constructive notice that Operator has not received payment of Rent or Additional Rent; (iii) remove Occupant's lock and access the Storage Space; however, Rent and other charges shall continue to accrue in an overlock or lock removal until the Personal Property in the Storage Space is sold or the Default is cured, and overlock or lock removal shall not be deemed an election of remedies by Operator and shall not constitute Operator taking possession of, or a bailment over, the Personal Property, or to terminate the obligation to pay Rent or other charges under the Agreement; (iv) inventory and/or take possession if permitted by State law, of the Personal Property located in the Storage Space; (v) sell or dispose of the Personal Property in the Storage Space as permitted by State law **(Notice: Operator may offer the Personal Property for sale on a publicly available website in lieu of sale at the Facility)**; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. If Occupant is in Default and is overlocked or if the lock is cut and replaced with Operator's lock and then, if Occupant is delinquent and pays, Operator is not required to remove the overlock or take off Operator's lock (in the event of a lock cut) until up to three (3) business days after payment has been made in full. Operator reserves the right not to remove its replacement lock (after lock cut) until Occupant is present and replaces the lock with Occupant's own new lock, or Operator, in its sole discretion can remove its lock leaving the Storage Space unlocked. In any case Operator shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Storage Space after late payment arising from failure to immediately remove Operator's lock or overlock. All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

ARBITRATION; WAIVER OF JURY TRIAL

20. AGREEMENT TO ARBITRATE CLAIMS: Realizing that in self storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Operator and Occupant pledge to resolve differences and to use the procedures specified in this Agreement. Occupant agrees that pursuant to the addendum to this Agreement titled "Mandatory Arbitration of Claims" (the "Arbitration Addendum") Occupant and Operator must elect to resolve any dispute by binding arbitration, subject to the exceptions and terms set forth in the Arbitration Addendum. Please refer to the Arbitration Addendum, which is part of this Agreement, for detailed information regarding the arbitration of all claims.

Occupant acknowledges receipt of the Arbitration Addendum _____.

21. WAIVER OF JURY TRIAL: To the extent permitted by State law, Operator and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by Operator against Occupant, or Occupant against Operator or any of its respective agents, employees or affiliates, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the Storage Space or the Facility or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

TERMINATION; AMENDMENTS

22. TERMINATION: Ten (10) days written notice given by Operator or Occupant to the other party will terminate this tenancy. Operator does not prorate Rent; only full months' prepaid Rent shall be returned to Occupant within thirty (30) days of vacating the Storage Space. Occupant must leave the Storage Space broom clean and in good condition. Occupant is responsible for all damages. If Occupant fails to fully remove its property from the Storage Space by the termination date, Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Storage Space and remove and dispose of or sell any or all Personal Property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons the Storage Space. Occupant shall be deemed to have abandoned the Storage Space if Occupant is NOT current in Occupant's obligations hereunder, including but not limited to Occupant being delinquent in Rent, and one or more of the following is true: (i) Occupant has removed the lock from the Storage Space, (ii) Occupant has removed the Personal Property from the Storage Space, and/or (iii) Operator determines that the items contained in the Storage Space have no marketable value (under $100.00). **If Operator determines that Occupant has abandoned the Storage Space, Operator may dispose of or sell the Personal Property in the Storage Space.**

23. PROPERTY LEFT IN THE STORAGE SPACE: Operator may dispose of any property left in the Storage Space or in the Facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Operator in disposing of such property, including but not limited to a minimum **CLEANING FEE** of $50.00.

24. CHANGES: All terms and conditions of this Agreement, including but without limitation, Monthly Rental Rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Operator ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, this Agreement shall be thereby amended and the change shall become effective and apply to his or her occupancy.

NOTICE

25. NOTICES FROM OPERATOR; PERMISSION TO CONTACT: All notices from Operator shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. Any statutory notices required by law to be sent to Occupant, may be sent by electronic mail if permitted by applicable law. Occupant recognizes that Operator and Occupant are entering into a business relationship at the Facility. Accordingly, Occupant hereby consents to Operator contacting Occupant by phone, fax, text, social media and e-mail for purposes relevant to the business relationship. Further, Occupant consents to receive, and gives Operator permission to send, text messages to Occupant's provided cell phone number and e-mail to Occupant's provided e-mail address for the purposes of notifying Occupant of conditions involving the Facility or Storage Space, including but not limited to, late rent and other Default issues, unless otherwise prohibited by law. For this reason, Occupant agrees to keep a current cell phone number and email address of record with the Operator and to notify Operator of any change in such information.

26. NOTICES FROM OCCUPANT: Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate and correct and Occupant understands that Operator is relying on Occupant's representations. Occupant agrees to give written notice to Operator of any change in Occupant's address or other information set forth above, any change in the liens and secured interest on Occupant's property in the Storage Space and any removal or addition of property contained in the Storage Space within ten (10) days of the change. Occupant understands that Occupant must personally deliver such notice to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Operator.

MISCELLANEOUS

27. MILITARY: In order to comply with SERVICEMEMBER'S CIVIL RELIEF ACT it is Occupant's obligation to notify Operator in writing that Occupant and any dependent of Occupant is storing property at the Facility are in active or reserve military service, including National Guard, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify Operator in writing of this change immediately.

28. RULES AND REGULATIONS: Operator shall have the right to establish or change the hours of operation for the Facility and to promulgate Rules and Regulations for the safety, care and cleanliness of the Storage Space or the preservation of good order in the Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time.

29. NO SUBLETTING: Occupant shall not assign or sublease the Storage Space without the written permission of Operator. Operator may withhold permission to sublet or assign for any reason or for no reason in Operator's sole discretion.

30. SUCCESSION: All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

31. AUTHORIZED AGENT: If Occupant is not an individual, the undersigned warrants that he or she is an authorized agent of Occupant.

32. ENFORCEMENT: If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this Agreement will be valid and enforceable.

33. ELEVATORS: Elevators, if any, are provided as a courtesy/convenience to Occupant. The elevators are designed solely for the purpose of moving Occupant's property to and from the Storage Space. The Occupant agrees to ride in the elevator with the Occupant's personal property at all times and to never leave personal property unaccompanied on the elevator. Elevators may not work at all times and the inability to use an elevator is not an event of default. Elevators are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the elevators and/or for personal injury Occupant suffers as a result of use or misuse of the elevator whether or not Occupant's actions were negligent in the use of the elevator.

34. LIFTS: Lifts, if any, are provided as a courtesy/convenience to Occupant. The lifts are designed solely for the purpose of moving Occupant's Personal Property and are not designed or safe for use by Occupant, Occupant's guests, or invitees. Occupant agrees under no circumstances will Occupant attempt to ride in the lifts. Procedures for usage and operation of the lifts are posted by the lifts and incorporated herein by reference. Lifts may not work at all times and the inability to use the Lift is not an event of default. Lifts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the Lift and/or for personal injury Occupant suffers as a result of use or misuse of the Lift whether or not Occupant 's actions were negligent in the use of the Lift.

35. CARTS: Hand dollies and carts ("Cart") are provided for the convenience of Occupant. Occupant agrees to properly use the Cart in the manner for which it was intended, including but not exclusively, loading no more than 200 lbs. of materials or property on the Cart at any one time, not stacking property higher than 3 feet high on the Cart, and ensuring that the property placed on the Cart does not exceed the width of the Cart by more than 3 feet total. Carts are provided to Occupant solely as a courtesy, and may be out of order or Cart service may be terminated at any time without said termination representing an event of default under this Agreement. As such, Carts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the Cart and/or for personal injury Occupant suffers as a result of use or misuse of the Cart whether or not Occupant's actions were negligent in the use of the Cart.

36. LOADING DOCKS: The loading area is available for use during office hours only (access ends ½ hour before office hours end). Loading docks are available on a first come, first serve basis and may not be occupied at any time other than the operating hours of the Facility. Occupants are encouraged to responsibly use the loading docks and to move Occupant's vehicle from the loading docks as soon as it is empty, and to not move Occupant's vehicle to a loading area or bay until Occupant's property is unloaded from the Storage Space to the loading areas or bays as needed so as to use as little time in front of the loading area or bay as possible to make it available for other Occupants. Operator reserves the right to impose a time limit on the use of a loading area or bay should any Occupant not cooperate with Operator's requirement that the use of the loading area or bay be reasonable, fair and respectful of other Occupants of the property.

37. LOITERING: The purpose of this Agreement is for renting space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Storage Space at any time for more than three (3) consecutive hours unless previously approved by Operator. If Occupant, Occupant's guests, or invitees are in the Storage Space or at the Facility for more than three (3) hours a day, this shall be grounds for immediate termination of this Agreement.

38. WAIVER OF CONSENT TO COMMUNICATIONS RIGHT: In the event Illinois law prevents communications via email regarding balances due or coming due (sometimes referred to as debt related communications) during certain hours of the day, Occupant specifically waives any legal claim related to, or resulting from any email communications received from Owner during any prohibited hours.

39. GOVERNING LAW/JURISDICTION AND VENUE: This Agreement and any actions between the parties shall be governed by the laws of the State where the Facility is located.

40. SUBORDINATION; ATTORNMENT; NOTICE TO OPERATOR'S MORTGAGEE:

(a) Subordination. This Agreement shall be subordinate to any deed of trust, mortgage, deed to secure debt, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now or hereafter covers all or any part of the Facility or the Storage Space (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Operator's Mortgagee")

(b) Attornment. Occupant shall attorn to any party succeeding to Operator's interest in the Facility, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may request.

(c) Notice to Operator's Mortgagee. Occupant shall not seek to enforce any remedy it may have for any event of default on the part of the Operator without first giving written notice by certified mail, return receipt requested, specifying the event of default in reasonable detail, to any Operator's Mortgagee whose address has been given to Occupant, and affording such Operator's Mortgagee a reasonable opportunity to perform Operator's obligations hereunder.

NOTE: Certain types of income may be collected by Operator, acting as agent for affiliates of Operator. Such income may be assigned by Operator and its affiliates in and amongst themselves in their sole discretion.

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE OR SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS IN THIS AGREEMENT. **If you have any questions concerning the legal effect of signing, consult your legal advisor.**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED WITHIN THIS AGREEMENT.

OCCUPANT: _____

OPERATOR: Strategic Storage Property Management II, LLC

Addendum to SmartStop Rental Agreement
Mandatory Arbitration of Claims

Pursuant to Provision 20 of Occupant's Agreement with SmartStop Self Storage (the "Rental Agreement") this Addendum shall govern the resolution of any Claim (as defined below) that arises between the parties, and the following provisions are incorporated into the Rental Agreement. For the purposes of this Addendum, the term Operator shall include Owner and Manager.

MANDATORY BINDING ARBITRATION: In the event of any Claim between Occupant and Operator, such Claim shall be submitted to and resolved by final and binding arbitration. The parties agree that the arbitration shall be on an individual basis conducted and heard by a single arbitrator to resolve such Claim. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair and appropriate. For the purposes of this Rental Agreement, "Claim" shall mean any claim, controversy or lawsuit, at law or in equity (collectively, an "Action"), arising out of this Rental Agreement, Occupant's use or occupancy of the Storage Space or the Facility or any claim of bodily injury or property loss or damage, or the enforcement of any remedy, including those Actions that (i) are based in contract, tort, statute, misrepresentation, or any other legal theory, and (ii) Occupant brings against Operator's employees, agents, parents, subsidiaries, affiliates, or other representatives or that Operator brings against Occupant. By acknowledging that you may bring these types of claim, Operator does not waive any affirmative defenses Operator may have to claim that Occupant has previously waived or released these types of claims in the Rental Agreement.

CLASS ACTION WAIVER: THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS-WIDE, REPRESENTATIVE, OR CONSOLIDATED BASIS. OCCUPANT AND OPERATOR AGREE NOT TO ACT AS A MEMBER OF A CLASS, A CLASS REPRESENTATIVE, IN A CONSOLIDATED ACTION NOR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. WITH RESPECT TO ANY SUCH CLAIM THAT IS SUBJECT TO THE ABOVE ARBITRATION PROVISION, THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS, PERMIT, HEAR, DETERMINE OR RESOLVE ANY CLASS ACTION, NOR SHALL THE ARBITRATOR MAKE AN AWARD TO ANY PERSON OR ENTITY OTHER THAN TO OPERATOR AND/OR OCCUPANT AND SOLELY IN EACH OF THE RESPECTIVE INDIVIDUAL CAPACITIES OF OPERATOR AND OCCUPANT. THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER PROVISIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. **OCCUPANT UNDERSTANDS THAT HE OR SHE MAY BE GIVING UP RIGHTS GRANTED BY STATE LAW TO BRING A CLASS ACTION OR REPRESENTATIVE ACTION LAWSUIT.**

YOUR RIGHT TO GO TO SMALL CLAIMS COURT: Either Occupant or Operator may bring Claims in small claims court; provided, however, upon the institution of proceedings in small claims court, either party may request that such matters be submitted for resolution in non-binding mediation for a minimum of four hours before any mediation organization approved by Operator and Occupant located within 15 miles of the Facility. In the mediation, Operator and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Operator and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters. In the event such Claim is transferred, removed or appealed from either small claims court or mediation to a different court, either Party may then choose to arbitrate.

GOVERNING LAW AND RULES: The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in the Rental Agreement for the giving of notices. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the Storage Space, whichever occurs first. The Party initiating the arbitration shall select the arbitration organization, subject to the other Party's agreement to use such arbitration organization, which shall not unreasonably be withheld. If the Operator initiates the arbitration, Operator will pay for the arbitration administrative or filing fees, including the arbitrator fees, up to an aggregate total of $2,500. Thereafter, each Party shall bear its own costs and fees, including but not limited to attorneys' fees, travel expenses, out-of-pocket expenses, or witness fees and expenses. The fees and expenses of the arbitrator, and all other similar costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Occupant and Operator. Unless otherwise agreed, the arbitration shall take place within the county where the self storage facility is located. The arbitration will be conducted under the arbitration organization's rules in effect at the time of arbitration.

EFFECT OF YOUR AGREEMENT TO ARBITRATION: NEITHER OPERATOR NOR OCCUPANT SHALL HAVE THE RIGHT TO LITIGATE ANY CLAIM IN A COURT OF LAW OR TO HAVE A JURY TRIAL.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED WITHIN THIS ADDENDUM.

OCCUPANT: _____

OPERATOR: Strategic Storage Property Management II, LLC

This is not a contract of insurance, nor is it equivalent to insurance, and the facility operator is not an insurance company.

Waiver of Insurance Requirement and Limited Release of Liability for Property Damage

Amendment to SmartStop Self Storage Rental Agreement

This **Waiver of Insurance Requirement and Limited Release of Liability for Property Damage** (this "Amendment") is an amendment to your SmartStop Self Storage Rental Agreement (the "Rental Agreement"). This storage facility provides you with a basic level of service pursuant to the terms and conditions of the Rental Agreement. Under paragraphs 10 and 11 of the Rental Agreement, you must insure your property while it is on the premises (the "Insurance Requirement") and you fully release the owner (the "Owner") and the manager of the facility (the "Manager") from any liability for loss of or damage to your stored property (the "Full Release of Liability for Property Damage"), including loss or damage resulting from the negligence of Owner or Manager. By entering into this amendment, the Owner will waive the Insurance Requirement and replace the Full Release of Liability for Property Damage with a limited release of liability, as set forth herein.

_____ (initial) **I do not wish to amend my Rental Agreement. I understand that neither Owner nor Manager shall be liable for loss of or damage to my stored property from any cause, including in cases of negligence or other failures by either the Owner or Manager to fulfill the legal obligations that would otherwise be applicable. I understand and agree that I am required to insure my personal property while it is on the premises.**

1. Waiver of Insurance Requirement and Limited Release of Liability for Property Damage:

Limit on Retained Liability and Additional Monthly Rent		
$2,000 (limit) **$12.00 (add'l rent)**	**$3,000 (limit)** **$16.00 (add'l rent)**	**$5,000 (limit)** **$24.00 (add'l rent)**
Initial: _____	**Initial: _____**	**Initial: _____**

In consideration of the payment of the additional monthly rent, as initialed above, the Insurance Requirement set forth in Paragraph 10 of the Rental Agreement is deleted from the Rental Agreement and the Full Release of Liability for Property Damage in Paragraph 11 of the Rental Agreement is deleted and replaced with the following:

> 11. **LIMITED RELEASE OF LIABILITY FOR PROPERTY DAMAGE**: No bailment is created by this Agreement. Neither Owner nor Manager is a warehouseman for the purposes of Article 7 of the Uniform Commercial Code engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all property stored in the Storage Space shall remain vested in the Occupant. Notwithstanding the foregoing, Owner and Manager each shall retain, rather than extinguish, their liability as imposed by law for loss of or damage to your stored property resulting from the Owner's or Manager's negligence or as a result of acts or omissions for which either the Owner or Manager is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. The retained liability of Owner and Manager for such loss or damage, however, is subject to the limitations and conditions set

forth in an amendment to this Agreement titled "Waiver of Insurance Requirement and Limited Release of Liability for Property Damage."

2. **Limit on Retained Liability:** Under no circumstances will the liability of Owner and/or Manager to you for loss or damage to your stored property from any single event exceed the limit amount you initialed in Section 1, above, under "Limit on Retained Liability and Additional Monthly Rent" (the "Amendment Limit"). If the Amendment Limit amount exceeds the limit listed in Paragraph 14 of the Rental Agreement then the value of property stored by you may be increased to the Amendment Limit. You agree that any increases in the value allowed by this Amendment will not apply to the types of property described in Paragraph 3 below.

3. **Property for Which Liability is Not Retained:** Under no circumstances will either the Owner or the Manager retain any liability for loss of or damage to: (a) property that is in the open or not in a locked fully enclosed storage space; (b) accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; (c) any property you are not permitted to store under the terms of the Rental Agreement; or (d) collectibles, jewelry, watches, precious or semi-precious stones, furs, antiques, works of art, animals, stolen goods or contrabands. You expressly and fully waive and release any liability either Owner or Manager may have under the law for loss of or damage to property of the type listed in this paragraph to the fullest extent permitted by law.

4. **Causes of Loss for Which Liability is Not Retained:** Under no circumstances will either the Owner or the Manager retain any liability, imposed by the law of negligence or otherwise, for loss or damage resulting from or involving any of the following causes: (a) unknown or mysterious causes, such as the unexplained disappearance of stored property; (b) flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump; (c) moths, insects, rodents or vermin in excess of $500; (d) mold, mildew, or wet or dry rot; (e) terrorist attack, war or military action; (f) earthquake or volcanic eruption, including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; or (g) nuclear reaction, radiation or radioactive, biological or chemical contamination. You expressly and fully waive and release any liability either Owner or Manager may have under the law for loss of or damage to property resulting from or involving the causes listed in this paragraph to the fullest extent permitted by law.

5. **Failure to Pay Rent: If rent is not received within forty-five (45) days of the due date, this Amendment may, in the sole discretion of the Owner or Manager, be terminated and, upon such termination, your obligations under the Insurance Requirement and the terms of the Full Release of Liability for Property Damage will immediately resume.** At Owner's sole discretion, this Amendment may be reinstated upon payment of all rent and other charges due and owing.

6. **Termination:** You may terminate this Amendment upon ten (10) days prior written notice to Owner or Manager. Owner or Manager may terminate this Amendment upon thirty (30) days' prior written notice to you. For the avoidance of doubt, upon such termination, you will no longer be obligated pay the additional monthly rent initialed in Section 1, above, under "Limit on Retained Liability and Additional Monthly Rent."

7. **Effect of Amendment:** Except as otherwise expressly provided herein, the terms, conditions, and provisions of the Rental Agreement shall remain unaltered and in full force and effect, and are ratified and confirmed by this reference.

[*signature page follows*]

NOTICE: This Waiver of Insurance Requirement and Limited Release of Liability for Property Damage is neither an insurance policy nor is it equivalent to insurance. Neither the Owner nor the Manager is an insurance company. The Owner and Manager shall perform their obligations described in this Amendment. The Owner and Manager retain this business risk on their own.

CUSTOMER INFORMATION

Name: _____
Unit #: _____

Signature: _____
Date: _____

FACILITY INFORMATION

Address: 1910 E Algonquin Rd
Algonquin IL 60102

Owner/Agent: Strategic Storage Property Management II, LLC
Date: _____

If you have any questions or requests about this Amendment, or if you have suffered a loss or damage to stored property for which you believe Owner or Manager is legally liable, please contact SmartStop Self Storage at 833-979-1313 or protectionclaims@smartstop.com

1910 E Algonquin Rd
Algonquin IL 60102
224-877-8113

Enrolling in Auto Pay?

◯ Yes ◯ No

CREDIT CARD AUTHORIZATION FORM FOR AUTOMATIC PAYMENT PROGRAM

I understand that each month you will automatically charge my payment to my credit card.

Here's the authorization you need to sign me up.

Name of Tenant: _____ Unit #: _____

Name of Credit Card Holder: _____

Account Number: _____ Expiration Date: _____

Credit Card Type:

Please initial below:

_____ I hereby authorize SST II 1910 E Algonquin Rd LLC to charge the above referenced credit card account automatically each month and to apply said charge toward the monthly payment of the charges agreed upon in my Lease/Rental Agreement with SST II 1910 E Algonquin Rd LLC for the space number(s) stated above. I understand that I will remain responsible for monthly charges and additional late fees should my credit card be canceled or otherwise made unavailable for payment.

I understand that it shall remain my obligation to notify SST II 1910 E Algonquin Rd LLC in writing ten (10) days in advance of my intent to terminate my tenancy. If I fail to notify SST II 1910 E Algonquin Rd LLC before my credit card is debited for the rental amount for the month of termination, I understand that I shall not receive a refund on any unused portion of the final month's rent.

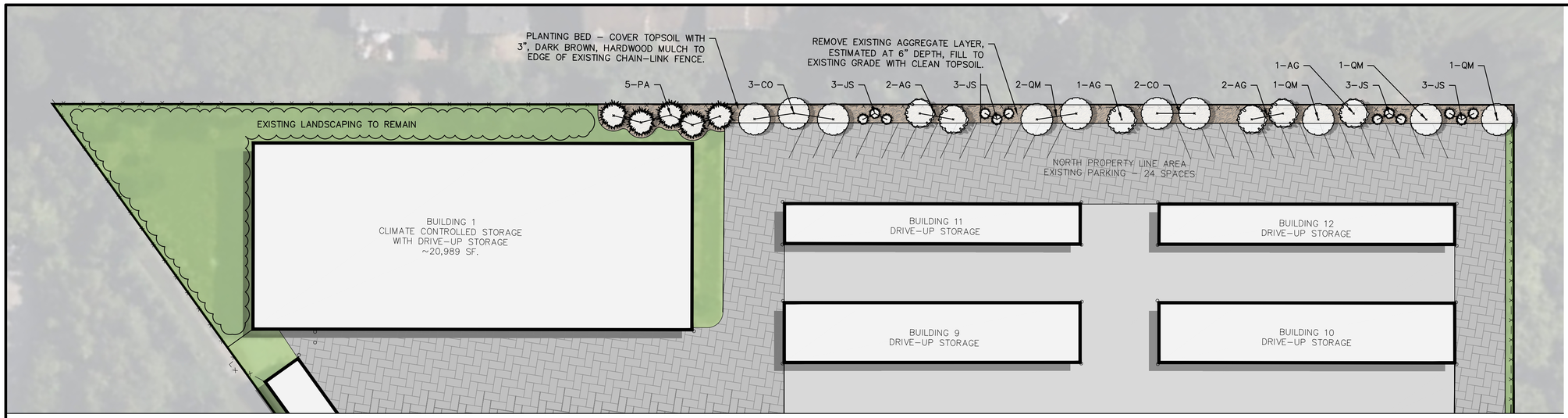
I will also update the property of any:

1. Expired Credit Card 2. Any Credit Card Number Changes 3. Cancelled Credit Cards

Customer's Name: _____ Date: _____

Customer's Signature: _____ By: Store Manager, SmartStop Self Storage
Strategic Storage Property Management II, LLC

Appendix B - Concept Landscape Plan



CONCEPT PLAN

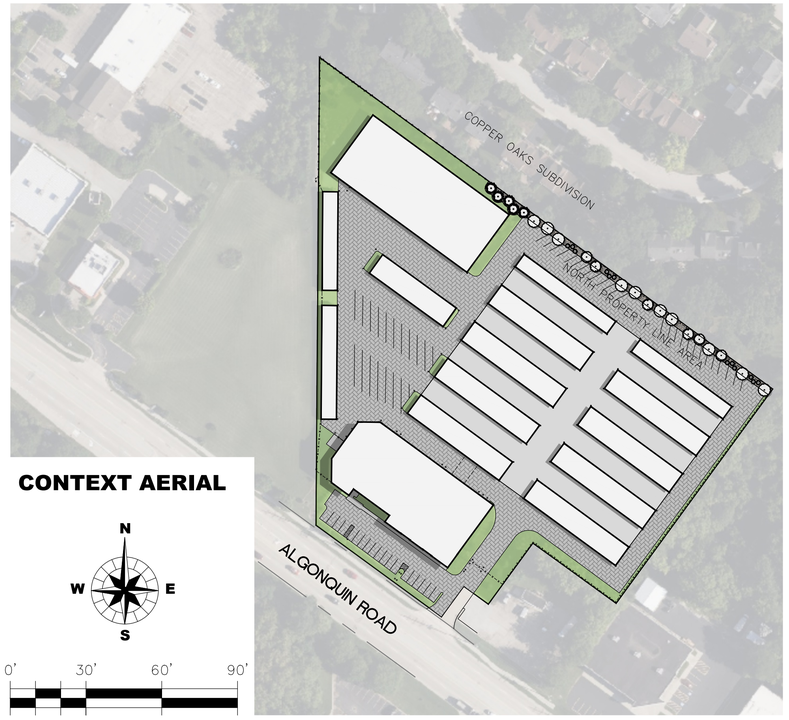
- EXISTING GROUND COVER
- HARDWOOD MULCH PLANTING BED
- DECIDOUS TREE
- ORNAMENTAL TREE
- CONIFEROUS TREE
- CONIFEROUS SHRUB

N W E S

0' 30' 60' 90'

TREES AND SHRUBS						
Code	**Scientific Name**	**Common Name**	**Quantity**	**Planting Size**	**Spacing**	**Notes**
EVERGREEN						
JS	*Juniperus scopulorum*	Blue Arrow Juniper	12	5 gallon	per plan	Container
PA	*Picea abies*	Norway Spruce	5	8-ft height	per plan	B&B
DECIDUOUS						
AG	*Amelanchier x grandiflora*	Autumn Brillance Serviceberry	6	2.5-inch caliper	per plan	B&B
CO	*Celtis occidentalis*	Common Hackberry	5	2.5-inch caliper	per plan	B&B
QM	*Quercus macrocarpa*	Bur Oak	5	2.5-inch caliper	per plan	B&B
		TOTAL	**33**			

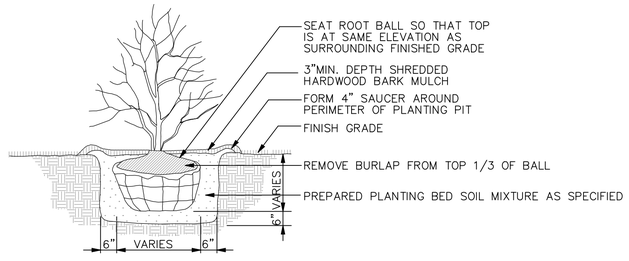
PLANTING LIST



CONTEXT AERIAL

N W E S

0' 30' 60' 90'



TREE & SHRUB PLANTING DETAIL (N.T.S)

APPLIES TO CONIFEROUS AND DECIDUOUS TREES & SHRUBS (N.T.S)

EXISTING VIEW LOOKING NORTHWEST

CONCEPTUAL EXHIBIT ONLY - SUBJECT TO REVISION. NOT FOR CONSTRUCTION, PERMITTING, OR BIDDING.

1. THE INFORMATION SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE BASED ON FURTHER DESIGN DEVELOPMENT, OWNER DIRECTION, AGENCY REVIEW, FIELD CONDITIONS, AND APPLICABLE CODE REQUIREMENTS.
2. THIS PLAN IS BASED ON AVAILABLE BACKGROUND INFORMATION AND SHOULD NOT BE RELIED UPON AS A SUBSTITUTE FOR FINAL SURVEY, ENGINEERING, GRADING, UTILITY, OR CONSTRUCTION DOCUMENTS.
3. PROPERTY LINES, EASEMENTS, RIGHTS-OF-WAY, EXISTING IMPROVEMENTS, AND UTILITIES SHOWN OR UNSHOWN HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE PREPARER OF THIS PLAN.
4. EXISTING CONDITIONS AND UTILITY LOCATIONS SHALL BE FIELD VERIFIED PRIOR TO FINAL DESIGN, PERMIT SUBMITTAL, OR CONSTRUCTION.
5. PROPOSED LANDSCAPING MAY REQUIRE ADJUSTMENT TO AVOID CONFLICTS WITH UTILITIES, DRAINAGE, GRADING, AND OTHER SITE IMPROVEMENTS.
6. PLANT MATERIAL SUBSTITUTIONS MAY BE REQUIRED BASED ON SEASONAL LIMITATIONS, NURSERY AVAILABILITY, SITE CONDITIONS, OR OWNER AND AGENCY APPROVAL.

VIEW OF NW CORNER OF THE SITE

VIEW LOOKING EAST ALONG PROPERTY LINE

EXISTING LANDSCAPING NORTH OF BUILDING 1

SIMULATED VIEW LOOKING NORTHWEST

TITLE: **SMARTSTOP SELF STORAGE ALGONQUIN**

CONCEPT LANDSCAPE PLAN

DSGN.	NP
DWN.	AJR
CHKD.	NP
SCALE : AS NOTED	

EX24083-CP-LANDSCAPEPLANDWG

NO.	DATE	NATURE OF REVISION

CLIENT :
SMARTSTOP SELF STORAGE
10 TERRACE ROAD
LADERA, CA 92694
924-533-9526

WBK ENGINEERING, LLC
116 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443-7755

Bodwé
WBK Engineering

PROJECT NO. 24-2083
DATE : 03/31/2026
DRAWING NO. **CLP1**
SHEET:
1 OF 1

UPDATED: 3/31/2026 - ADAMIAK

Appendix C - Existing Fence Photos

Photo 1: Behind Building 1 – Looking East

Photo 2: Behind Building 1 – Looking West

Photo 3: North Property Line – Looking East

Photo 4: North Property Line – Looking East

Photo 5: North Property Line – Looking East

Photo 6: North Property Line – Looking East

Photo 7: North Property Line – Looking Northwest

Photo 8: North Property Line – Looking Northwest

AGENDA ITEM

MEETING TYPE:	Committee of the Whole
MEETING DATE:	May 12, 2026
SUBMITTED BY:	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
DEPARTMENT:	Community Development Department
SUBJECT:	Consider an Ordinance Approving a Final Plat of Subdivision and a Final Planned Development for QuikTrip

ACTION REQUESTED:

Ali Bukhres of QuikTrip Corporation, the "Petitioner", is requesting approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision, referred to herein as the "Subject Property".

PREVIOUS ACTIONS:

The Village Board approved a Preliminary Plat and Preliminary PUD, and issued a Special Use Permit for a gas station in 2024.

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at its April 13, 2026, meeting.

There was no public comment. After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision, as outlined in the staff report for case PZ-2025-14 dated April 10, 2026, and subject to final staff approval.

DISCUSSION:

The Petitioner is requesting approval of a Final Plat of Subdivision and a Final PUD for Lot 1 and Outlot A to allow for the construction of a gas station, convenience store, and a stormwater detention facility.

Staff supports the Petitioner's requests, subject to the conditions listed in the recommendation, as the proposal substantially conforms to the previously approved Preliminary PUD. Staff has

updated Condition b. to clarify that the Village-owned parcel and the triangle parcel adjacent to Russet Road must be deeded to QuikTrip before the recording of the Plat.

STAFF RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision, subject to the following conditions and final staff approval:

a. That site construction, utility installation, and grading shall not commence until the Final Plat of Subdivisoin has been recorded, a Site Development Permit has been issued by the Village, water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency, and final approval has been issued by the Illinois Department of Transportation;

b. The Final Plat of Subdivision titled "Algonquin Corner Final Plat of Subdivision", as prepared by Farnsworth Group, with the latest revision date of March 9, 2026. The transfer of the Village-owned parcel and the remnant parcel from the former Indian Lakes Subdivision shall be completed prior to the recording of the approved plat;

c. The Final Site Plan Exhibit, as prepared by Midwest Design Group, and last revised March 18, 2026. Fuel tank venting stacks shall be through canopy poles;

d. The Final Engineering & Site Plan, as prepared by Midwest Design Group, and last revised March 18, 2026. The developer shall upgrade Russet Road between IL Route 25 and the Russet Road entrance to the Subject Property. Delivery trucks related to businesses in the Subject Property are prohibited from using Russet Road to enter or exit the Subject Property. The developer shall install signs that indicate that trucks cannot use Russet Road and all businesses in this PUD shall inform all delivery truck drivers that entering and existing to Russet Road is prohibited;

e. The Final Landscape Plan, as prepared by Midwest Design Group, and last revised March 18, 2026. If Lot 2 is not used for agricultural purposes, it shall be permanently stabilized as part of this project;

f. The Final Sign Plan, as prepared by Allen Industries, and last revised March 18, 2026. All proposed wall signage shall conform to the height and area requirements set forth in the Village's Sign Code. Letter characters on the fuel canopy sign shall be dimensional. Additional signage on fuel pumps, walls, canopy supports, and windows shall be prohibited, except where expressly permitted by the Village's Sign Code, and shall require the issuance of a sign permit prior to installation. The following signs shall be prohibited at all times: inflatable signs, flags, banners, pennants, and all temporary or portable signage;

g. The Final Photometric Plan, as prepared by Midwest Design Group, and last revised March 9, 2026. Light levels shall be compliant with the Village's Dark Sky Requirements. Village Staff shall have the right to review light levels and require a change if deemed inappropriate light levels. All light poles and fixtures shall be black;

h. The Final Building Elevations, as prepared by QuikTrip Corporation, and last revised January 28, 2026. The building shall be constructed with full-face brick (reddish-brown in color) and a stone base (grayish-black in color) on all elevations, with the exception of the north elevation, where the stone extends vertically to the top. EIFS shall not be used in place of the stone. No tube lighting is allowed on the building, canopy, or poles. The red band on the canopy shall be non-illuminated. Bollards shall be black or red. There shall be no outside speaker system;

i. Outdoor displays, storage, and/or sales shall be prohibited;

j. Overnight parking shall be prohibited;

k. All roof-mounted equipment shall be screened with a parapet wall and ground-located mechanical equipment shall be screened with appropriate landscaping;

l. All recapture agreements impacting this property shall be paid prior to any permits being issued.

ATTACHMENTS:

Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2025-14
Exhibit B. DRAFT Minutes from the April 13, 2026, Planning & Zoning Meeting
Exhibit C. Project Narrative
Exhibit D. Final Plat of Subdivision
Exhibit E. Final Site Plan
Exhibit F. Final Engineering Plan
Exhibit G. Final Landscape Plan
Exhibit H. Final Building Elevations
Exhibit I. Sign Plan

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

Case Number:	PZ-2025-14
Memo Date:	April 10, 2026
Public Hearing Date:	April 13, 2026
Property Address/Location:	Southwest Corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25
Petitioner/Property Owner:	Ali Bukhres/ QuikTrip Corporation

REQUEST SUMMARY

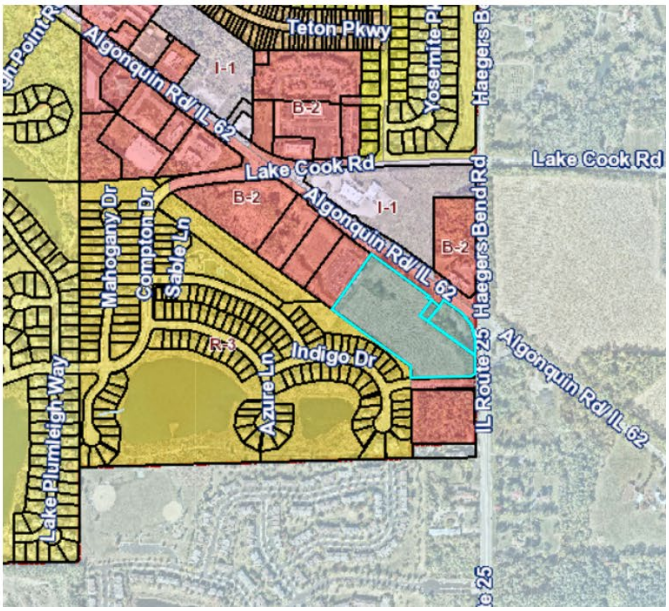
Ali Bukhres of QuikTrip Corporation, the "Petitioner", applied for approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision, referred to herein as the "Subject Property".

BACKGROUND

Site Information

Location

Zoning/Future Land Use



Existing Zoning:	B-2 Business, General Retail	**Existing Land Use:**	Undeveloped
		Proposed Land Use:	Commercial
Property Size:	9.053 acres	**PIN(s):**	03-02-200-023, 03-02-200-044, 03-02-200-021, 03-02-280-001
Surrounding Zoning & Land Use	**North:**	B-2 Business, General Retail – Gas Station I-1 Industrial, Limited - Retail	
	East:	Outside of Village – Auto Service	
	South:	B-2 Business, General Retail - Vacant R-3 One-Family Dwelling - Single-Family Homes	
	West:	B-2 Business, General Retail – Car Wash R-3 One-Family Dwelling – Single-Family Homes	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

Property History

The Subject Property was annexed as part of Ordinance 91-O-16 *An Ordinance Annexing Certain Property Known as the Daniels/Meyer Material Property to the Village of Algonquin, McHenry and Kane Counties, Illinois* and was then zoned I-1 and issued a Special Use Permit for mining in Ordinance 91-O-17 *An Ordinance Zoning the Daniels/Meyer Material Property and Granting a Special Use Permit for Mining and Extraction of Gravel in the Village of Algonquin.* In 1997, a preliminary PUD approval and rezoning from I-1 to B-2 were approved in Ordinance 97-O-44 *An Ordinance Approving A Preliminary Planned Development, Rezoning, and Zoning Upon Annexation for Certain Property Known as The Algonquin Towers Development*. The project never received Final PUD approval and expired two years after approval.

In 2025, the Subject Property received approval for a preliminary plat and a preliminary PUD, and was issued a Special Use Permit for a gas station in Ordinance 2025-O-10 *An Ordinance Approving A Preliminary Planned Development, A Preliminary Plat, And Issuing A Special Use Permit For A Gas Station For Certain Property Located At The Southwest Corner Of The Intersection Of Algonquin Road And IL 25.*

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner's request, subject to the conditions listed in the report, as the request conforms to the Village's Comprehensive Plan and Future Land Use Plan, and substantially conforms to the approved Preliminary PUD.

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

The Petitioner requests approval of a Final Plat of Subdivision for the property located at the southwest corner of Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner" and a Final PUD for Lot 1 of the proposed Algonquin Corner Subdivision. The proposed development includes the construction of a 5,312 square foot freestanding single-story convenience store, a fuel canopy covering eight (8) pumps with a total of sixteen (16) fueling positions, one (1) stormwater detention facility, and related improvements.

Final Plat of Subdivision

The Subject Property currently exists as five (5) parcels that will be resubdivided into two (2) lots and one (1) outlot. Of these parcels, three (3) are currently owned by QuikTrip Corporation. The Village of Algonquin owns a fourth parcel and must be transferred to QuikTrip Corporation before the approved plat is recorded. The fifth parcel is a remnant from the former Indian Lakes Subdivision (now known as Glenloch), originally intended for right-of-way dedication. The Petitioner will be required to complete the transfer of this parcel prior to recording of the approved plat. Additionally, a portion of the Subject Property will be dedicated as public right-of-way to the Illinois Department of Transportation (IDOT).

Table 1: Lot Breakdown

Total Area of all Parcels:	**9.122 acres**	**100%**
Lot 1 (QuikTrip Gas Station):	2.567 acres	28.1%
Lot 2 (Vacant):	5.025 acres	55.1%
Outlot A:	1.449 acres	15.9%
ROW Dedication:	0.081 acres	0.9%

Overall, the Final Plat of Subdivision substantially conforms to the approved Preliminary Plat and conditions.

Final Site Plan & Engineering

Site Access

The Subject Property will be served by a right-in/right-out (RIRO) access drive on Algonquin Road, a full movement access drive on Russet Road, and a shared frontage road with a full movement access drive serving the

commercial development immediately to the west of the Subject Property. The existing unsignalized intersection at Illinois Route 25 and Russet Road will be improved to IDOT standards, including the construction of a dedicated right-turn lane on Illinois Route 25 at Russet Road. After preliminary approval, IDOT denied direct access to Illinois Route 25. Therefore, no direct access drive on Illinois Route 25 is shown in the current plan.

Overall, the proposed access points substantially conform to the approved Preliminary PUD Plan and associated conditions.

Parking
The number of parking spaces has been reduced from 50 to 43, following a condition from the Village Board. The parking layout substantially conforms to the approved Preliminary PUD Plan and conditions.

Stormwater Management
The stormwater management areas conform to the approved Preliminary PUD Plan and conditions.

Utilities
The developer will be constructing all utilities, including water mains, fire hydrants, storm sewers, sanitary sewers, and street lights, in accordance with the preliminary PUD plan and conditions.

Traffic Study Analysis
The Traffic Study was revised to include the updated site access points, the right-in/right-out and turn lane on Illinois Route 25, and the ROW dedication. The Traffic Study findings are consistent with the approved Preliminary PUD Plan and conditions.

Final Landscape Plan
The landscaping substantially conforms to the approved Preliminary PUD Plan and conditions.

Final Building Elevations
Rather than the standard 3.75” x 2.25” x 7.75” solid full-face brick that received preliminary approval, the Petitioner is requesting approval of a 3.63” x 2.25” x 15.63” full-face brick. The proposed brick retains the same color palette as originally approved but features a longer profile. The proposed brick is also full-depth, maintaining the quality and dimensional character intended under the Preliminary PUD.

While the individual brick unit differs in size from what was originally approved, the overall material quality, color, and architectural intent of the Preliminary PUD are preserved. Therefore, the building elevations substantially conform to the approved Preliminary PUD Plan and conditions.

Final Sign Plan
Revisions to the Sign Plan include reducing the wall sign size and using channel letters for the canopy sign, as required by the approved Preliminary PUD conditions. The sign plan conforms to the approved Preliminary PUD Plan and conditions.

Next Steps
The Final Plat and PUD request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for consideration of approval.

STANDARDS

Staff has reviewed the Petitioner's request and is supportive, as their proposal substantially conforms to the previously approved Preliminary Planned Development and Preliminary Plat of Subdivision presented as Case No. PZ-2024-13.

STAFF RECOMMENDATION

Staff recommends approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision consistent with the Preliminary Plat and PUD approval, and subject to the conditions listed below. Staff recommends that the Planning and Zoning Commission make a motion to recommend approval of the abovementioned request with the following motion:

1. "To recommend approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision, as outlined in the staff report for case PZ-2025-14 dated April 10, 2026, subject to the following conditions:

    a. That site construction, utility installation, and grading shall not commence until a Final Plat and Final PUD Plan have been approved by the Planning and Zoning Commission and the Village Board in substantial conformity to the Preliminary PUD Plan and Preliminary PUD Plat, a Grading Permit has been issued by the Village, water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency, and final approval has been issued by the Illinois Department of Transportation;

    b. The Final Plat of Subdivision titled "Algonquin Corner Final Plat of Subdivision", as prepared by Farnsworth Group, with the latest revision date of March 9, 2026;

    c. The Final Site Plan Exhibit, as prepared by Midwest Design Group, and last revised March 18, 2026. Fuel tank venting stacks shall be through canopy poles;

    d. The Final Engineering & Site Plan, as prepared by Midwest Design Group, and last revised March 18, 2026. The developer shall upgrade Russet Road between IL Route 25 and the Russet Road entrance to the Subject Property. Delivery trucks related to businesses in the Subject Property are prohibited from using Russet Road to enter or exit the Subject Property. The developer shall install signs that indicate that trucks cannot use Russet Road and all businesses in this PUD shall inform all delivery truck drivers that entering and existing to Russet Road is prohibited;

    e. The Final Landscape Plan, as prepared by Midwest Design Group, and last revised March 18, 2026. If Lot 2 is not used for agricultural purposes, it shall be permanently stabilized as part of this project;

    f. The Final Sign Plan, as prepared by Allen Industries, and last revised March 18, 2026. All proposed wall signage shall conform to the height and area requirements set forth in the Village's Sign Code. Letter characters on the fuel canopy sign shall be dimensional. Additional signage on fuel pumps, walls, canopy supports, and windows shall be prohibited, except where expressly permitted by the Village's Sign Code, and shall require the issuance of a sign permit prior to installation. The following signs shall be prohibited at all times: inflatable signs, flags, banners, pennants, and all temporary or portable signage;

    g. The Final Photometric Plan, as prepared by Midwest Design Group, and last revised March 9, 2026. Light levels shall be compliant with the Village's Dark Sky Requirements. Village Staff shall have the right to review light levels and require a change if deemed inappropriate light levels. All light poles and fixtures shall be black;

    h. The Final Building Elevations, as prepared by QuikTrip Corporation, and last revised January 28, 2026. The building shall be constructed with full-face brick (reddish-brown in color) and a stone base (grayish-black in color) on all elevations, with the exception of the north elevation, where the stone extends vertically to the top. EIFS shall not be used in place of the stone. No tube lighting is allowed on the building, canopy,

or poles. The red band on the canopy shall be non-illuminated. Bollards shall be black or red. There shall be no outside speaker system;

i. Outdoor displays, storage, and/or sales shall be prohibited;

j. Overnight parking shall be prohibited;

k. All roof-mounted equipment shall be screened with a parapet wall and ground-located mechanical equipment shall be screened with appropriate landscaping;

l. All recapture agreements impacting this property shall be paid prior to any permits being issued."

I concur:

Patrick M Knapp, AICP
Director of Community Development

Attachments:

- Exhibit A. PZ-2024-13 Planning & Zoning Commission Staff Report (Preliminary PUD)
- Exhibit B. Project Narrative
- Exhibit C. Final Plat of Subdivision
- Exhibit D. Final Site Plan
- Exhibit E. Final Engineering Plan
- Exhibit F. Final Landscape Plan
- Exhibit G. Final Building Elevations

Village of Algonquin
COMMUNITY DEVELOPMENT DEPARTMENT
(847) 658-2700 | permits@algonquin.org | www.algonquin.org
2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

APRIL 13, 2026

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Szpekowski
- Commissioner Sturznickel

Member Absent: Commissioner Neuhalfen

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

Chair Patrician asked for approval of the March 9, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2025-14 – Consideration of a Request to Approve a Final Plat of Subdivision and a Final Planned Development for QuikTrip

Ali Bukhres, the Petitioner representing QuikTrip, gave a digital presentation to the Planning & Zoning Commission and requested a positive recommendation.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission, stating that Staff supports the request, subject to the conditions outlined in the Staff Report.

Commissioner Sturznickel asked whether QuikTrip had issues with sharing a similar name with another gas station. Attorney Walters commented that KwikTrip operates under a different name in states where QuikTrip also operates.

Commissioner Laipert asked whether the gas station and convenience store would operate on a 24-hour basis. Mr. Bukhres responded that both uses are proposed to be open 24 hours per day.

Commissioner Rasek asked how vehicles exiting QuikTrip would turn left onto Algonquin Road. Planner Barajas explained that drivers would be able to make a left turn at the full-access intersection located near Atomic Car Wash. Director Knapp added that the frontage road is planned to extend and connect to Compton Drive in the future.

Commissioner Szpekowski asked for clarification on the location of Russet Road. Planner Barajas identified Russet Road on the map.

Chair Patrician commented on the site access limitations for motorists traveling northbound on IL Route 25 and westbound on Algonquin Road. Mr. Bukhres responded that QuikTrip considered the limitations. Chair Patrician added that the proposed building design and landscaping would be a positive addition to the Village.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Sturznickel to recommend approval of a Final Plat of Subdivision for the property located at the southwest corner of East Algonquin Road (Illinois Route 62) and Illinois Route 25, as shown in the Final Plat titled "Algonquin Corner", and a Final Planned Development for Lot 1 and Outlot A of the Algonquin Corner Subdivision, as outlined in the staff report for case PZ-2025-14 dated April 10, 2026, and subject to final staff approval. The motion carried (6-0).

8-11-2025
Village of Algonquin, Illinois
IL State Route 62 & IL State Route 25.
Village of Algonquin, Illinois

To Whom It May Concern:

This letter intends to serve as a project description for the land located at the southwest corner of Illinois State Route 62 and Illinois State Route 25. The property is currently a vacant lot. We are proposing to construct a QuikTrip convenience store with gasoline offer.

QuikTrip opened its doors in 1958. Since then, we have built over 1,200 convenience stores across the country with over 1050 active and operating units. QuikTrip prides itself on its ability to continuously improve its offer and innovate. What began as a modest convenience store has now grown into a corporation with over 25,000 employees. These employees are vital to the success of the company, whose purpose is "To Provide Opportunity for Employees to Grow and Succeed". The overwhelming majority of QuikTrip corporate employees started with the company by working in the stores. QuikTrip's investment in its employees continues to pay dividends as the employees are inherently tied to the long-term success of the company.

The project will provide roughly 50 parking spaces for the QuikTrip convenience store, we are proposing 8 pumps (16 fueling positions) at the gasoline canopy. We will not have any truck repair or car/truck wash on site. Access will be provided on E Algonquin Road and Russet Road. QuikTrip is requesting Conditional Use Permit for this use.

I have included initial site and engineering plans, building elevations, canopy elevations, and two brochures to help further describe the offer. The convenience store will offer immediate and future consumption food and drink options, customary convenience store offerings, beer/liquor as allowed by the village, gaming, and an overall first-class atmosphere. QuikTrip also installs a state-of-the-art security system for the safety of its employees and customers in every one of its stores. The security system features employee badges for access to restricted areas of the building, 24-hour live surveillance by the Corporate office in Tulsa, OK, 100% parking lot camera coverage, and extensive security training for all employees.

If you have any questions or comments about the project, please do not hesitate to reach out to me. We are very excited about this project, and we look forward to becoming a great corporate citizen of the Village of Algonquin.

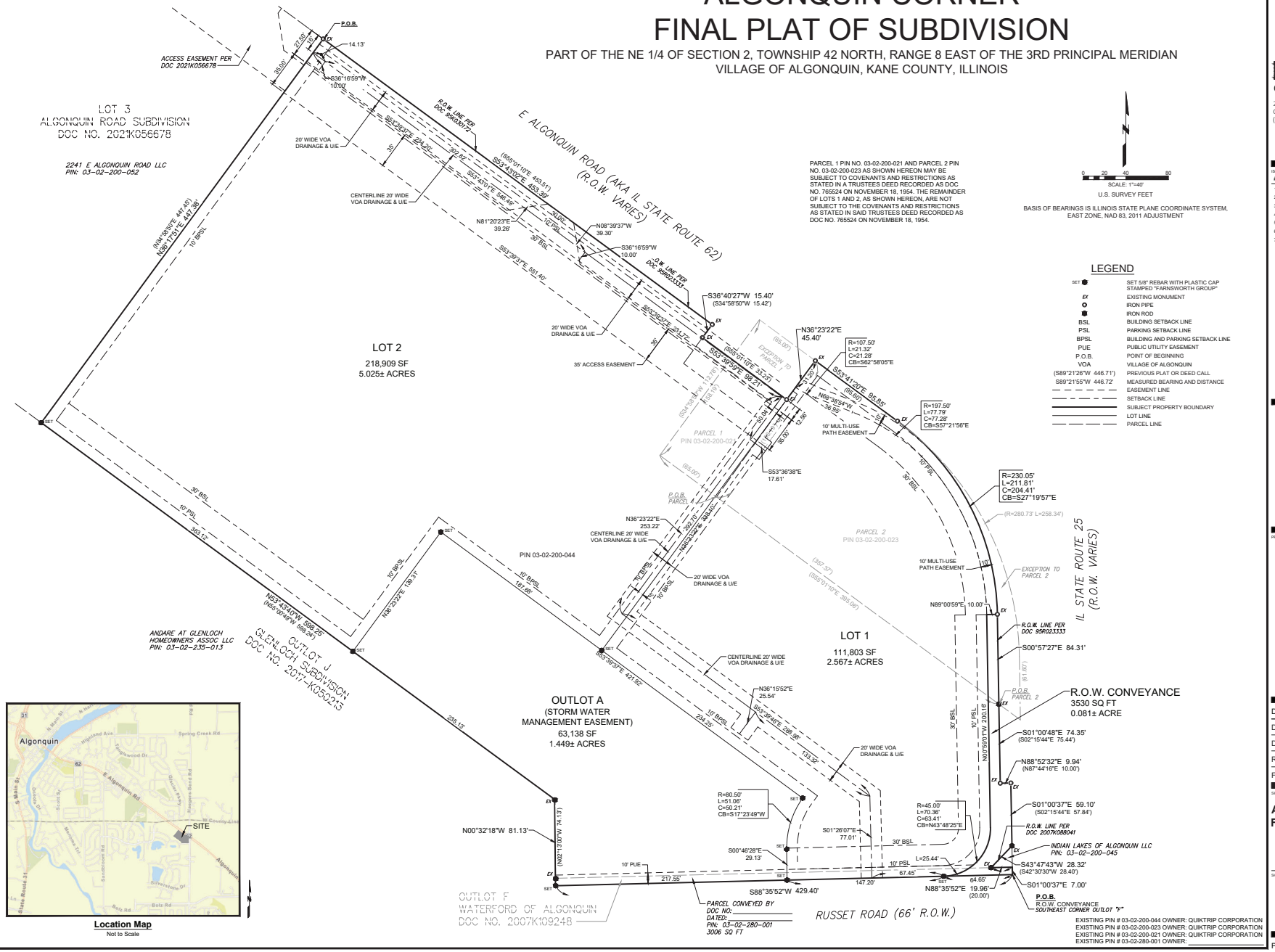
Sincerely,

Ali Bukhres
Real Estate Project Manager
QuikTrip Corporation

Ali Bukhres

ALGONQUIN CORNER
FINAL PLAT OF SUBDIVISION

PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN
VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS



Farnsworth GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:	DATE:	DESCRIPTION:
1	11/08/2024	REVISED PER VILLAGE REVIEW
2	01/09/2025	REVISED PER VILLAGE REVIEW
3	08/12/2025	REVISED PER CLIENT
4	09/11/2025	REVISED PER CLIENT
5	11/10/2025	REVISED PER VILLAGE REVIEW
6	01/19/2026	REVISED PER VILLAGE REVIEW
7	03/09/2026	REVISED PER VILLAGE REVIEW

PROJECT:

DATE:	10/21/2024
DESIGNED:	KJS
DRAWN:	PDM
REVIEWED:	
FIELD BOOK NO.:	PIA 196/5

SHEET TITLE:

ALGONQUIN CORNER FINAL PLAT

SHEET NUMBER:

1
OF 3

PROJECT NO.: 0231863.00

ALGONQUIN CORNER
FINAL PLAT OF SUBDIVISION

PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN
VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED _____ IS [ARE] THE SOLE LEGAL OWNER[S] OF RECORD OF THE LAND DESCRIBED ON THE ATTACHED PLAT AND HAS [HAVE] CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS _____ DAY OF _____, 2026.

_____
OWNER(S)

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, HEREBY CERTIFY THAT _____ WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING CERTIFICATION BE KNOWN TO ME AS SUCH OWNER(S). GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____, 2026.

_____
(SEAL) NOTARY PUBLIC

VILLAGE BOARD CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTIES OF MCHENRY AND KANE)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 2026.

ATTEST:

_____ _____
VILLAGE PRESIDENT VILLAGE CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTIES OF MCHENRY AND KANE)

THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, HAVE REVIEWED THE ABOVE PLAT.

DATED THIS _____ DAY OF _____, 2026.

_____
CHAIRPERSON

CERTIFICATE AS TO SPECIAL ASSESSMENTS:

STATE OF ILLINOIS)
)SS
COUNTIES OF MCHENRY AND KANE)

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF ALGONQUIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

DATED AT ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, THIS ___ DAY OF _____2026 .

_____
VILLAGE COLLECTOR

RECORDER'S CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 2026 AT _____ O'CLOCK _____ M. AND RECORDED IN MAP BOOK _____, PAGE _____ AS DOCUMENT NUMBER _____.

BY: _____
COUNTY RECORDER

SURVEYORS PERMISSION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

I, KENNETH SILVERTHORN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY DESIGNATE _____ TO RECORD THIS PLAT OF DEDICATION WITH THE KANE COUNTY RECORDER OF DEEDS. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES.
DATED THIS ____ DAY OF _____ , A.D., 2026.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3413
LICENSE EXPIRES NOVEMBER 30, 2026

COUNTY CLERK'S CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, _____, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT. GIVEN UNDER MY HAND AND SEAL IN _____, ILLINOIS THIS _____ DAY OF _____, 2026.

BY: _____
COUNTY CLERK

OWNER'S CERTIFICATION AND CONVEYANCE OF RIGHT-OF-WAY

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OUTLOT "F" OF WATERFORD OF ALGONQUIN BEING A SUBDIVISION OF PART OF SAID NORTHEAST QUARTER, RECORDED AS DOCUMENT NO 2007K109248, OCTOBER 30, 2007 IN THE KANE COUNTY, ILLINOIS RECORDERS OFFICE, ALL IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "F"; THENCE SOUTH 88 DEGREES 35 MINUTES 52 SECONDS WEST, 64.65 FEET ALONG THE SOUTH LINE OF SAID OUTLOT "F"; THENCE NORTHEASTERLY 70.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 45.00 FEET WHOSE CHORD BEARS NORTH 43 DEGREES 48 MINUTES 25 SECONDS EAST 63.41 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 01 SECONDS WEST, 200.16 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 59 SECONDS WEST 10.00 FEET TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 25; THENCE SOUTH 00 DEGREES 57 MINUTES 27 SECONDS EAST 84.31 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 01 DEGREES 00 MINUTES 48 SECONDS EAST 74.35 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 52 MINUTES 32 SECONDS EAST 9.94 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 01 DEGREES 00 MINUTES 37 SECONDS EAST 59.10 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 47 MINUTES 43 SECONDS WEST 28.32 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF SAID OUTLOT "F"; THENCE NORTH 88 DEGREES 35 MINUTES 52 SECONDS EAST 19.96 FEET ALONG THE NORTH LINE OF SAID OUTLOT "F"; THENCE SOUTH 01 DEGREES 00 MINUTES 37 SECONDS EAST 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3530 SQUARE FEET OR 0.081 ACRE. MORE OR LESS.

THIS IS TO CERTRIFY THAT _____ IS/ARE THE OWNER(S) OF THE RIGHT-OF-WAY DESCRIBED ABOVE AND AS OWNER(S) HEREBY GRANT, CONVEY AND WARRANT TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION THE RIGHT-OF-WAY DESCRIBED ABOVE.

DATED THIS ___DAY OF _____ 2026.

BY: _____
SIGNATURE

_____
NAME AND TITLE

BY: _____
SIGNATURE

_____
NAME AND TITLE

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, HEREBY CERTIFY THAT _____, WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING CERTIFICATION BE KNOWN TO ME AS SUCH OWNER(S). GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____, 2026.

_____
(SEAL) NOTARY PUBLIC

ILLINOIS DEPARTMENT OF TRANSPORTATION

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

DATED: _____

_____, P.E.
REGION _____ ENGINEER

SURVEYOR'S CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

THIS IS TO CERTIFY TO THE VILLAGE OF ALGONQUIN THAT I, KENNETH J. SILVERTHORN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING LEGALLY DESCRIBED PROPERTY, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SAID NORTHEAST QUARTER WITH THE CENTERLINE OF STATE ROUTE 62; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE, 893.07 FEET TO THE MOST EASTERLY CORNER OF THE LANDS DESCRIBED IN DOCUMENT NO. 95K054083; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTHEASTERLY LINE THEREOF, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 62 PER CONDEMNATION SUIT CASE 94ED 0031 AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 95K030172 AND THE PLACE OF BEGINNING; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 453.51 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG A JOG IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 15.42 FEET; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY, RIGHT-OF-WAY LINE, 33.23 FEET TO THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2013K044708; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 112.78 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF AND THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2005K074272, A DISTANCE OF 395.06 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 25 PER CONDEMNATION SUIT CASE 94ED 0031 AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 95K030172; THENCE SOUTH 02 DEGREES 15 MINUTES 44 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 75.44 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 16 SECONDS EAST ALONG A JOG IN SAID WEST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 44 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE 57.84 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DOCUMENT NO. 2007K088041; THENCE SOUTH 42 DEGREES 30 MINUTES 30 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF 28.40 FEET TO THE NORTH LINE OF OUTLOT F IN WATERFORD OF ALGONQUIN, BEING SUBDIVISION OF PART OF THE SAID NORTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 2007 AS DOCUMENT NO. 2007K109248; THENCE SOUTH 87 DEGREES 16 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 409.05 FEET TO THE EAST LINE OF OUTLOT 16 IN SAID SUBDIVISION; THENCE NORTH 02 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 74.13 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 55 DEGREES 00 MINUTES 49 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WATERFORD OF ALGONQUIN SUBDIVISION, 598.24 FEET TO THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 95K054083; THENCE NORTH 34 DEGREES 58 MINUTES 50 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE 447.45 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 1304 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE TO THE WEST LINE OF STATE ROUTE 25, THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 52 DEGREES 43 MINUTES 30 SECONDS MEASURED FROM NORTH TO WEST WITH SAID WEST LINE OF STATE ROUTE 25 A DISTANCE OF 357.37 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 65 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 158.19 FEET TO THE SOUTHERLY LINE OF STATE ROUTE 52; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 65 FEET TO A POINT ON A LINE DRAWN NORTHEASTERLY AT RIGHT ANGLES FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE EDKA 94 122, TOWNSHIP OF DUNDEE, COUNTY OF KANE, STATE OF ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION 1304 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE TO THE WEST LINE OF STATE ROUTE NO. 25 FOR THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 52 DEGREES 43 MINUTES 30 SECONDS MEASURED FROM NORTH TO WEST WITH SAID WEST LINE OF STATE ROUTE NO. 25, 357.37 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE 158.19 FEET TO THE SOUTHERLY LINE OF STATE ROUTE NO. 62; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE 95.60 FEET TO THE POINT OF TANGENCY OF A CURVE TO SAID SOUTHERLY LINE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 280.73 FEET, 258.34 FEET TO THE WESTERLY LINE OF SAID ROUTE NO. 25; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 61.60 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN BY ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE EDKA 94 030), IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

OUTLOT F OF WATERFORD OF ALGONQUIN, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS RECORDED AS DOCUMENT NO 2007K109248, OCTOBER 30, 2007 IN THE KANE COUNTY, ILLINOIS RECORDERS OFFICE.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION AS REQUIRED BY THE PLAT ACT (765 ILCS 205/0.01 ET SEQ.) DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ALGONQUIN, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17089C0070H, WITH AN EFFECTIVE DATE OF AUGUST 03, 2009.

DATED AT PEORIA, ILLINOIS, THIS _____ DAY OF _____, 2026.

FARNSWORTH GROUP, INC.
100 WALNUT STREET SUITE 200
PEORIA, IL 61602

BY: _____
KENNETH J SILVERTHORN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3413

KENNETH J. SILVERTHORN 3413 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PEORIA, ILLINOIS
DATE: _____
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION NO. 184-001856

EXISTING PIN # 03-02-200-044 OWNER: QUIKTRIP CORPORATION
EXISTING PIN # 03-02-200-023 OWNER: QUIKTRIP CORPORATION
EXISTING PIN # 03-02-200-021 OWNER: QUIKTRIP CORPORATION

Farnsworth GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:
1	11/08/2024	REVISED PER VILLAGE REVIEW
2	01/09/2025	REVISED PER VILLAGE REVIEW
3	08/12/2025	REVISED PER CLIENT
4	09/11/2025	REVISED PER CLIENT
5	11/10/2025	REVISED PER VILLAGE REVIEW
6	01/19/2026	REVISED PER VILLAGE REVIEW
7	03/09/2026	REVISED PER VILLAGE REVIEW

PROJECT:

DATE: 10/21/2024
DESIGNED: KJS
DRAWN: PDM
REVIEWED:
FIELD BOOK NO.: PIA 196/5

SHEET TITLE:
ALGONQUIN CORNER FINAL PLAT

SHEET NUMBER:
2
OF 3

PROJECT NO.: 0231863.00

| pmottes | z:\2023\0231863.00 - QuikTrip Algonquin IL (FDS)\Survey\07_Drawings\Civ_Final Plat - 0231863.00.dwg | 3/9/2026 3:59 PM |

ALGONQUIN CORNER
FINAL PLAT OF SUBDIVISION

PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN
VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS

VILLAGE UTILITY AND DRAINAGE EASEMENT PROVISIONS:

THE VILLAGE OF ALGONQUIN (THE "VILLAGE) IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNED "VILLAGE UTILITY AND DRAINAGE EASEMENT". SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTORS SUCCESSORS AND ASSIGNS SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN, CONSTRUCT, RECONSTRUCT, REPLACE, ALTER, ENLARGE, INSPECT, REPAIR, RELOCATE, RENEW AND REMOVE FROM TIME TO TIME ANY AND ALL NECESSARY MAINS, MANHOLES, HYDRANTS, CATCH BASINS, CONNECTIONS, PIPES, APPLIANCES, OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, IN, ACROSS, ALONG, OVER, UNDER AND UPON THE AREAS HEREON IDENTIFIED AS "VILLAGE UTILITY AND DRAINAGE EASEMENT" THAT ARE USED IN CONNECTION WITH THE ELECTRICAL, WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEM OF THE VILLAGE OF ALGONQUIN EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE; TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTY WITH SUCH PERSONNEL AND EQUIPMENT AS MAY BE DEEMED NECESSARY FOR ALL SUCH USES AND PURPOSES. NO BUILDINGS, IMPROVEMENTS, STRUCTURES OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, UNLESS OTHERWISE APPROVED BY THE VILLAGE. FENCES MAY BE PERMITTED IN THE EASEMENT PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR THEIR DESIGNEE IN THEIR SOLE DISCRETION. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, REMOVE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUB- CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER FAILS TO PAY FOR THE COSTS, THEN ALIEN SHALL BE PLACED ON THE PROPERTY. ANY MORTGAGE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL AS WELL AS ANY COLLECTION PROCEEDINGS. OWNER OF AREA UNDERLYING VILLAGE UTILITY AND DRAINAGE EASEMENT SHALL BE RESPONSIBLE FOR MAINTENANCE OF SAID AREA, INCLUDING GRASS CUTTING.

SURFACE WATER DRAINAGE STATEMENT:

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL CHANGE, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DISCHARGE OF SUCH SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS THAT THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____ , 2026.

_____
REGISTERED PROFESSIONAL ENGINEER

_____
OWNER (S) OR DULY AUTHORIZED ATTORNEY

PUBLIC UTILITY EASEMENT PROVISIONS:

AN EXCLUSIVE AND PERMANENT EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ALGONQUIN (THE "VILLAGE"), THE PROPERTY'S HOMEOWNER ASSOCIATION, AND THOSE PUBLIC UTILITY AND OTHER COMPANIES OPERATING UNDER FRANCHISE GRANTING THEM RIGHTS FROM THE VILLAGE OF ALGONQUIN, INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, 13 BROADBAND AND COMCAST CABLE COMMUNICATION, INC., TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ARE HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNED "PUBLIC UTILITY EASEMENT". SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS AND SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN, CONSTRUCT, RECONSTRUCT, REPLACE, ALTER, ENLARGE, INSPECT, REPAIR, RELOCATE, RENEW AND REMOVE FROM TIME TO TIME ANY AND ALL NECESSARY PUBLIC UTILITIES TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING WITHOUT LIMITATION ELECTRICITY, SOUNDS AND SIGNALS, CABLE TELEVISION, COMMUNICATION, TELEPHONE, AND GAS PIPELINES TOGETHER WITH ANY AND ALL NECESSARY LINES, CABLES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, IN, ACROSS, ALONG, OVER, UNDER AND UPON THE AREAS HEREON IDENTIFIED AS "PUBLIC UTILITY EASEMENT" TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTY WITH SUCH PERSONNEL AND EQUIPMENT AS MAY BE DEEMED NECESSARY FOR ALL SUCH USES AND PURPOSES. NO BUILDINGS, STRUCTURES, IMPROVEMENTS, GATES OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUB-CONTRACTORS TO REMOVE THE OBSTRUCTIONS OR IMPROVEMENTS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER FAILS TO PAY FOR THE COSTS FOR THE VILLAGE, THEN A LIEN MAY BE PLACED ON THE PROPERTY IN ADDITION TO ANY OTHER REMEDY AT LAW OR IN EQUITY. ANY MORTGAGE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL OR COLLECTION PROCEEDING. THE OWNER OF THE AREA UNDERLYING THE PUBLIC UTILITY EASEMENT SHALL BE RESPONSIBLE FOR MAINTENANCE OF SAID AREA, INCLUDING GRASS CUTTING.

STORMWATER MANAGEMENT EASEMENT PROVISIONS:

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY PROPERTY OWNER'S ASSOCIATION, (THE "OWNER"), OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS, DESCRIBED HEREIN AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT, WITHIN THE PLATTED LAND, INCLUDING BUT NOT LIMITED TO DETENTION PONDS, WETLANDS, FLOOD PLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALES, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH THE VILLAGE OF ALGONQUIN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF ALGONQUIN (THE "VILLAGE"), NO CHANGE TO THE GRADE, TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE STORMWATER MANAGEMENT EASEMENT AREAS SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE WHICH CAN BE WITHHELD IN ITS SOLE DISCRETION. THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATIONS AFTER 30 DAYS' NOTICE. THE VILLAGE SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT EASEMENT AREAS. IN THE EVENT THE OWNER FAILS TO MAINTAIN ANY SUCH EASEMENT/STORMWATER MANAGEMENT FACILITY, THE VILLAGE SHALL UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OWNER OUTLINING THE NATURE AND DEFECT OF THE OWNERS DEFAULT AND THAT THE OWNER SHALL NOT HAVE CURED SAID DEFAULT, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS TO INSURE ADEQUATE STORMWATER STORAGE FREE-FLOW OF WATER, EROSION CONTROL AND TURF MAINTENANCE TO ELIMINATE STAGNANT WATER WITHIN THE DETENTION AREA AND PROVIDED FURTHER THAT IN THE EVENT THAT THE VILLAGE ELECTS TO PERFORM OR CAUSES TO PERFORM ANY SUCH WORK IT SHALL PROVIDE THE OWNERS WITH PROPER INSURANCE CERTIFICATES OF ALL SUBCONTRACTORS WORKING ON THE EASEMENT PREMISES CO-INSURING THE OWNER FOR THE WORK TO BE PERFORMED. THE VILLAGE HAS THE RIGHT TO OBTAIN REIMBURSEMENT FROM THE OWNER, AND/OR TO FILE A LIEN ON THE PROPERTY FOR THE COSTS WITH AN ADDITIONAL SUM OF 10 (TEN) PERCENT OF SAID COST INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE OR BRING A CLAIM IN COURT. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE. SUCH WORK SHALL NOT CONSTITUTE ACCEPTANCE BY THE VILLAGE. NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED, OVER SAID EASEMENT AREAS, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT INTERFERE WITH THE OPERATION THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF ALGONQUIN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES. THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS OR STRUCTURES, AND TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, UNDER OR THROUGH ANY DRAINAGE EASEMENT, OUTLOT OR STORMWATER MANAGEMENT EASEMENT SHOWN WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, FENCES, TREES, GARDENS, SHRUBS OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE THEN PROPERTY OWNER. SUCH EASEMENT IS IRREVOCABLE AND RUNS WITH THE PROPERTY, THE VILLAGE SHALL BE AWARDED ITS ATTORNEY'S FEES AND COSTS IN ANY ACTION RELATING TO THE INTERPRETATION OR ENFORCEMENT OF THESE PROVISIONS.

MULTI-USE PATH EASEMENT PROVISIONS:

A PERMANENT NON-EXCLUSIVE BICYCLE, PEDESTRIAN AND MULTI-USE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ALGONQUIN (THE "VILLAGE"), AND ITS SUCCESSORS AND ASSIGNS FOR THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, ALTERATION, ENLARGEMENT, OPERATION, INSPECTION, REPAIR, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF A RECREATION TRAIL UPON, ALONG, ACROSS AND OVER THE AREAS DESCRIBED HEREIN AND HEREON IDENTIFIED AS "MULTI-USE PATH EASEMENT" FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC AND THE VILLAGE; TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTY WITH SUCH PERSONNEL AND EQUIPMENT AS MAY BE DEEMED NECESSARY BY THE VILLAGE TO ACCOMPLISH THE USES AND PURPOSES SET FORTH ABOVE. NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED, OVER SAID EASEMENT AREAS, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT INTERFERE WITH THE VILLAGE'S OR PUBLIC'S INTENDED USE THEREOF. THE RIGHT IS ALSO HEREBY GRANTED TO THE VILLAGE OF ALGONQUIN TO REMOVE ANY FENCES, BUILDINGS OR STRUCTURES AND TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH EASEMENT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH FENCES, BUILDINGS, STRUCTURES, TREES, TURF, GARDENS, SHRUBS, LANDSCAPING OR OTHER IMPROVEMENTS REMOVED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE THEN PROPERTY OWNER. PUBLIC UTILITIES SHALL BE PERMITTED TO CROSS SAID MULTI-USE PATH EASEMENT UNDERGROUND AT RIGHT ANGLES THERETO IF APPROVED IN WRITING BY THE VILLAGE OF ALGONQUIN AS DETERMINED IN ITS SOLE DISCRETION AND PROVIDED THAT SUCH IS DONE IN A MANNER THAT DOES NOT THEN OR LATER INTERFERE WITH THE VILLAGE'S INTENDED USE OF THE EASEMENT AREAS OR THE USE OF SAME BY THE PUBLIC; HOWEVER NO ELECTRICAL TRANSFORMERS, SWITCHING EQUIPMENT, JUNCTION BOXES, OR ANY OTHER SUCH FACILITIES OR EQUIPMENT, SHALL BE ERECTED EITHER ABOVE OR BELOW GROUND ON SAID LANDS DUE TO SUCH CROSSINGS, UNLESS OTHERWISE APPROVED BY THE VILLAGE. OWNER OF AREA UNDERLYING THE MULTI-USE PATH EASEMENT SHALL BE RESPONSIBLE FOR MAINTENANCE OF SAID AREA, INCLUDING GRASS CUTTING. SUCH EASEMENT IS IRREVOCABLE AND RUNS WITH THE PROPERTY. THE VILLAGE SHALL BE AWARDED ITS ATTORNEY'S FEES AND COSTS IN ACT ACTION RELATING TO THE INTERPRETATION OR ENFORCEMENT OF THESE PROVISIONS.

EXISTING PIN # 03-02-200-044 OWNER: QUIKTRIP CORPORATION
EXISTING PIN # 03-02-200-023 OWNER: QUIKTRIP CORPORATION
EXISTING PIN # 03-02-200-021 OWNER: QUIKTRIP CORPORATION

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(217) 352-7408 / info@f-w.com
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Engineers | Architects | Surveyors | Scientists

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PROJECT:

DATE: 10/21/2024
DESIGNED: KJS
DRAWN: PDM
REVIEWED:
FIELD BOOK NO.: PIA 196/5

SHEET TITLE:

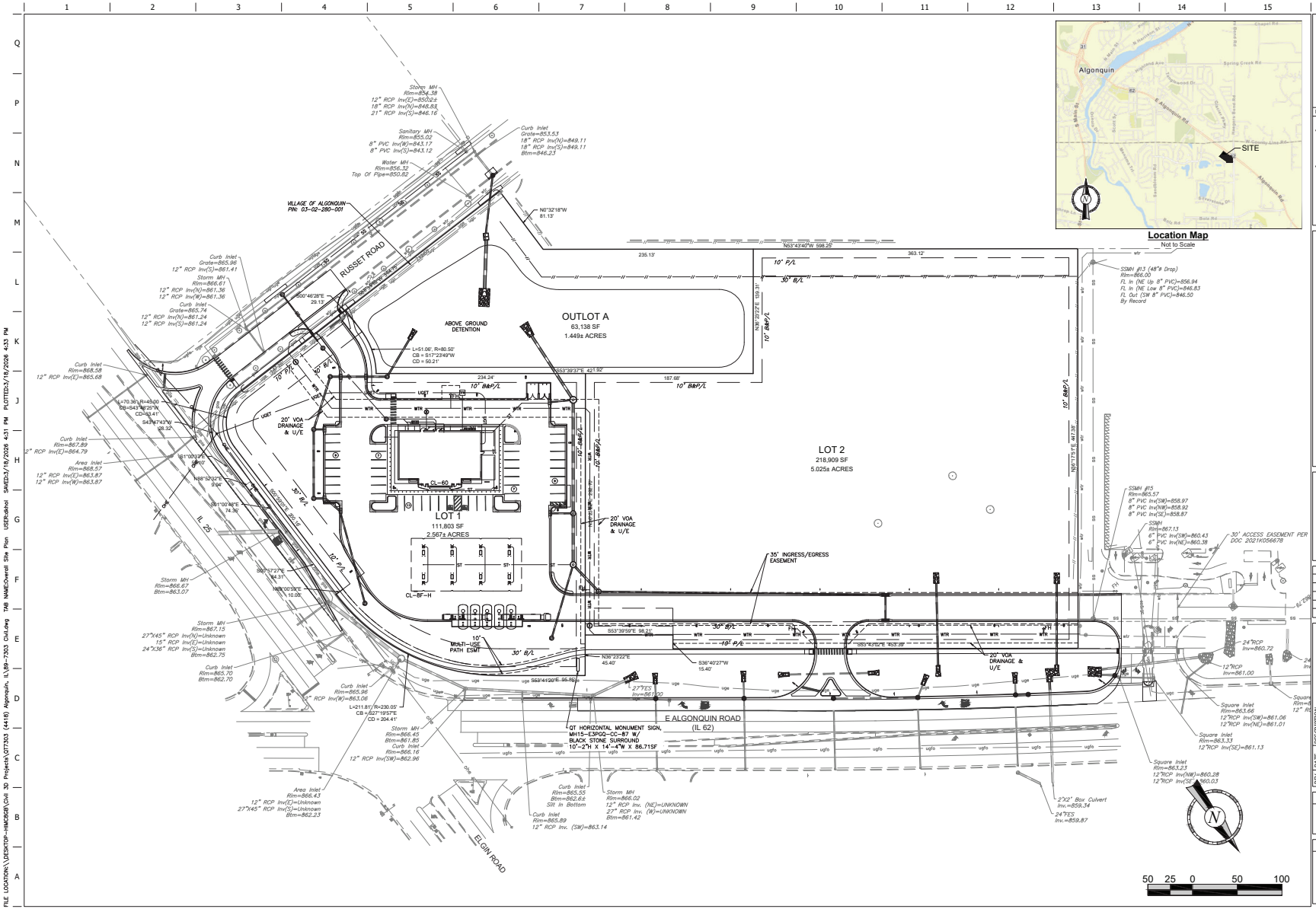
ALGONQUIN CORNER FINAL PLAT

SHEET NUMBER:

3
OF 3

PROJECT NO.: 0231863.00

| pmottes | z:\2023\0231863.00 - QuikTrip Algonquin IL (FDOT)\Survey\07_Drawings\Civ_Final Plat - 0231863.00.dwg | 3/9/2026 3:59 PM |



DARLA K. HOLMAN
062-072191
ILLINOIS
03/18/26

PROJECT NO.:84-4418 (7303)

Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418

IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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PROTOTYPE: P-122
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C010

FILE LOCATION:\\DESKTOP-HMO85IB\Civil 3D Projects\7303 (4418) Algonquin, IL\89-7303 Civil.dwg TAB NAME:Overall Site Plan USER:dkholmSAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:33 PM

SITE DEVELOPMENT PLANS FOR
QUIKTRIP STORE #4418
E ALGONQUIN RD (IL 62) & IL 25
ALGONQUIN, KANE CO., ILLINOIS 60102
NE 1/4 S2-T42N-R8E OF THE THIRD PRINCIPAL MERIDIAN

Call Before You Dig 1-800-892-0123 JULIE ONE-CALL SYSTEM

Location Map
Not to Scale

GENERAL PROJECT NOTES:

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
2. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED FROM THE GOVERNING AGENCIES AND COORDINATING ALL GOVERNING AGENCY INSPECTIONS REQUIRED THROUGHOUT THE DURATION OF THE PROJECT.
3. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR DAMAGE TO ADJACENT PROPERTIES AND NEW CONSTRUCTION IN PLACE DURING THE CONSTRUCTION PHASES OF THIS PROJECT. ANY DISTURBED IMPROVEMENTS SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
4. ANY QUANTITIES PROVIDED ON THESE PLANS ARE FOR GENERAL REFERENCE PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE QUANTITIES REQUIRED FOR CONSTRUCTION.
5. THE EXISTING FEATURES SHOWN ON THESE PLANS ARE THOSE NOTED IN THE FIELD AND THOSE TAKEN FROM RECORD DRAWINGS. THERE IS NO GUARANTEE THAT ALL FEATURES (ABOVE OR BELOW GROUND) ARE SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING FEATURES PRIOR TO BIDDING THE PROJECT.
6. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION BY CONTACTING THE LOCAL UTILITY COMPANIES AND/OR UTILIZING THE LOCAL ONE-CALL SYSTEM. ANY DAMAGE DONE TO EXISTING UTILITIES (THAT ARE TO REMAIN IN PLACE) DURING CONSTRUCTION OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY AND REPAIRED AT THE CONTRACTOR'S EXPENSE.
7. ALL SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNERS CONTRACT DOCUMENTS AND SPECIFICATIONS. ALL WORK SHALL MEET OR EXCEED THE RELEVANT UTILITY COMPANIES AND REGULATORY AGENCIES, CONTRACT DOCUMENTS AND SPECIFICATIONS. ALL WORK WITHIN PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCIES STANDARDS AND SPECIFICATIONS.
8. TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER TRAFFIC CONTROL IS IN PLACE FOR EACH PHASE OF CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROPERLY MAINTAINING TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PLANS TO THE GOVERNING AUTHORITIES PRIOR TO BEGINNING CONSTRUCTION AS REQUIRED.

WETLANDS NOTICE:

ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION, OR FILLING IN A U.S. CORPS OF ENGINEERS DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE AND FEDERAL APPROVALS. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS AND/OR RESTRICTIONS AND ANY VIOLATION WILL BE SUBJECT TO FEDERAL PENALTY. THE CONTRACTOR SHALL HOLD THE OWNER/ DEVELOPER, THE ENGINEER AND THE LOCAL GOVERNING AGENCIES HARMLESS AGAINST SUCH VIOLATION.

WARRANTY/DISCLAIMER:

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

NOTICE TO BIDDERS:

ALL QUESTIONS REGARDING THE PREPARATION OF THE GENERAL CONTRACTOR'S BID SHALL BE DIRECTED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE. SUBCONTRACTORS MUST DIRECT THEIR QUESTIONS THROUGH THE GENERAL CONTRACTOR. THE CONSULTING ARCHITECT AND/OR THE CONSULTING ENGINEER SHALL NOT BE CONTACTED DIRECTLY WITHOUT PRIOR AUTHORIZATION FROM THE OWNER/DEVELOPER.

FLOOD CERTIFICATION:

THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE RATE MAP NO. 17089C0070H, WITH AN EFFECTIVE DATE OF AUGUST 03, 2009, FOR THE VILLAGE OF ALGONQUIN.

SUE DISCLAIMER

Cobb, Fendley & Associates, Inc. completed a Subsurface Utility Engineering (SUE) investigation for this project. Please reference S.U.E. Plan sheet for all utility information. Any utility information shown on the Civil or ALTA Survey drawings is superseded by utility information mapped during the investigation performed by Cobb, Fendley & Associates.

BENCHMARKS:

BM #250: TOP OF NORTHWEST SIGNAL MAST ANCHOR BOLT AT THE SOUTHWEST CORNER OF ALGONQUIN ROAD AND IL 25.
ELEV=867.00

BM #251: TOP OPERATING NUT OF FIRE HYDRANT ON THE NORTH SIDE OF RUSSET ROAD AND 50'± WEST OF IL 25.
ELEV=869.87

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	ST	st
UNDER CURB/PAVEMENT DRAIN	UCP	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	WTR	wtr
FIRE HYDRANT	FH	FH
WATER METER		
WATER VALVE		
OVERHEAD ELECTRICAL	OHE	ohe
UNDERGROUND ELECTRICAL	UGE	uge
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	LP	LP
OVERHEAD TELEPHONE	OHT	oht
UNDERGROUND TELEPHONE	UGT	ugt
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	UFOC	ufoc
OT LIGHT FIXTURE		
SANITARY SEWER	SS	ss
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	GAS	gas
BENCHMARK		
FENCE		
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
ELECTRICAL TRANSFORMER	TPX	
FUEL SYSTEM TRANSITION SUMP		

MUNICIPAL CONTACT LIST:

CONTACTS TO BE PROVIDED
BY GOVERNING AUTHORITY

UTILITY CONTACT LIST:

UTILITY COMPANY	CONTACT	EMAIL	PHONE NUMBER	ADDRESS
AT&T DISTRIBUTION	KARI MARTIN	KM2618@ATT.COM	630-573-5789	1000 COMMERCED DR, FLOOR 1, OAK BROOK, IL 60523
COMCAST	ROBERT STOLL	ROBERT_STOLL2@COMCAST.COM	224-229-5849	688 INDUSTRIAL DR, ELMHURST, IL 60126
COMED	WILLIAM BOONE	WILLIAM.BOONE@COMED.COM	773-584-8112	10 S. DEARBORN ST., 54TH FLOOR, CHICAGO, IL 60603
EVERSTREAM	MIKE HUANG	MHUANG@EVERSTREAM.NET	414-340-9110	324 E. WISCONSIN AVE. ST 9730, MILWAUKEE, WI 53202
IDOT	BARB SMITH	BARBARA.J.SMITH2@ILLINOIS.GOV	217-782-5633	2300 S. DIRKSEN PARKWAY, SPRINGFIELD, IL 62764
MCI (FKA VERIZON)	BUSINESS FACILITIES	INVESTIGATIONS@ONE.VERIZON.COM	N/A	200 E OAKTON ST, DES PLAINES, IL 60018
NICOR	KAREY JOHNSON	KAREJOHN@SOUTHERNCO.COM	224-471-9356	1844 FERRY RD, NAPERVILLE, IL 60563
VILLAGE OF ALGONQUIN	BROOKE SNOW	BROOKESNOW@ALGONQUIN.ORG	847-458-3699	110 MITCHARD WAY, ALGONQUIN, IL 60102

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
JOE ADAMS, PLS
SR. PROJECT LAND SURVEYOR
FARNSWORTH GROUP
2211 W BRADLEY AVE
CHAMPAIGN, IL 61821
TEL: (217) 352-7408
CELL:(309) 824-1116
jdadams@F-W.com

ENGINEER OF RECORD
DARLA K. HOLMAN, P.E.
PRINCIPAL
MIDWEST DESIGN GROUP KC
P.O. BOX 860015
SHAWNEE, KANSAS 66286-0015
TEL: (913) 248-9385
CELL: (913) 530-4706
darla@mdg-kc.com

S.U.E. CONSULTANT
THOMAS HUNT
SUE NTX DEPARTMENT MANAGER
COBB FENDLEY
2801 NETWORK BLVD, STE 800
FRISCO, TX 75034
(972) 335-3214
DIRECT: (972) 499-7402
THunt@Cobbfendley.com

QT RE PROJECT MANAGER
ALI BUKHRES
REAL ESTATE PROJECT MANAGER
MAIN STREET PROMENADE
50 SOUTH MAIN STREET, STE 200
NAPERVILLE, IL 60540
CELL: (918) 284-9456
ABUKHRES@quiktrip.com

QT CIVIL PROJECT MANAGER
CHRIS CLOYDE, P.E.
CIVIL PROJECT MANAGER II
QUIKTRIP CORPORATION
CORPORATE OFFICE
4705 SOUTH 129TH EAST AVE
TULSA, OK 74134-7008
TEL: (918) 615-7167
ccloyde@quiktrip.com

PROPERTY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SAID NORTHEAST QUARTER WITH THE CENTERLINE OF STATE ROUTE 62; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE, 893.07 FEET TO THE MOST EASTERLY CORNER OF THE LANDS DESCRIBED IN DOCUMENT NO. 95K0054083; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTHEASTERLY LINE THEREOF, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 62 PER CONDEMNATION SUIT CASE 94ED 0031 AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 95K0030172 AND THE PLACE OF BEGINNING; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 453.51 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG A JOG IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 15.42 FEET; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY, RIGHT-OF-WAY LINE, 33.23 FEET TO THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2013K044708; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 112.78 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF AND THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2005K074272, A DISTANCE OF 395.06 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 25 PER CONDEMNATION SUIT CASE 94ED 0031 AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 95K0030172; THENCE SOUTH 02 DEGREES 15 MINUTES 44 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 75.44 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 16 SECONDS EAST ALONG A JOG IN SAID WEST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 44 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE 57.84 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DOCUMENT NO. 2007K068041; THENCE SOUTH 42 DEGREES 30 MINUTES 30 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF 28.40 FEET TO THE NORTH LINE OF OUTLOT F IN WATERFORD OF ALGONQUIN, BEING SUBDIVISION OF PART OF THE SAID NORTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 2007 AS DOCUMENT NO. 2007K109248; THENCE SOUTH 87 DEGREES 16 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 409.05 FEET TO THE EAST LINE OF OUTLOT 16 IN SAID SUBDIVISION, THENCE NORTH 02 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 74.13 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 55 DEGREES 00 MINUTES 49 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WATERFORD OF ALGONQUIN SUBDIVISION, 598.24 FEET TO THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 95K0054083; THENCE NORTH 34 DEGREES 58 MINUTES 50 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE 447.45 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.
THAT PART TAKEN FOR HIGHWAY IN DOCUMENTS R88-133457 AND R96-085682).

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1 OF 2	TREE SURVEY
2 OF 2	TREE SURVEY

DARLA K. HOLMAN 062-072191 ILLINOIS PROFESSIONAL ENGINEER
03/18/26

PROJECT NO.:84-4418 (7303)

MDG Midwest Design Group Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418
IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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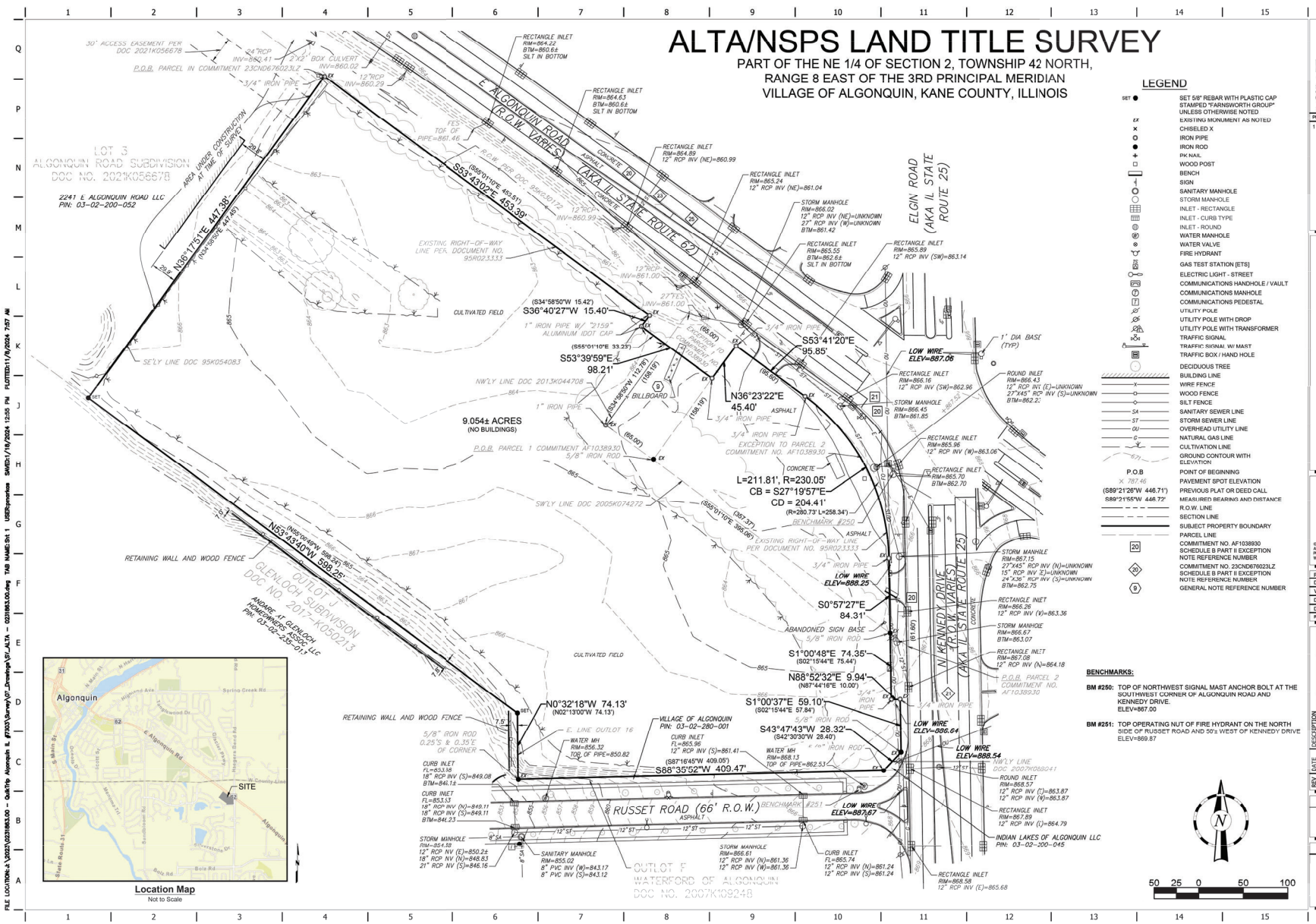
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE: COVER SHEET

SHEET NUMBER: C001

FILE LOCATION:\\DESKTOP-HMO5RB\Civil 3D Projects\7303 (4418) Algonquin, IL\89-7303 Civil.dwg TAB NAME:Cover USER:dakho SAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:32 PM


ALTA/NSPS LAND TITLE SURVEY
PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH,
RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN
VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS
LEGEND
BENCHMARKS:
BM #250: TOP OF NORTHWEST SIGNAL MAST ANCHOR BOLT AT THE SOUTHWEST CORNER OF ALGONQUIN ROAD AND KENNEDY DRIVE. ELEV=867.00
BM #251: TOP OPERATING NUT OF FIRE HYDRANT ON THE NORTH SIDE OF RUSSET ROAD AND 50± WEST OF KENNEDY DRIVE ELEV=869.87
E ALGONQUIN ROAD (R.O.W. VARIES) (AKA IL STATE ROUTE 62)
ELGIN ROAD (AKA IL STATE ROUTE 25)
N KENNEDY DRIVE (R.O.W. VARIES) (AKA IL STATE ROUTE 25)
RUSSET ROAD (66' R.O.W.)
9.054± ACRES
(NO BUILDINGS)
Location Map
Not to Scale
Farnsworth GROUP
QuikTrip No. 7303
ROUTE 62
ALGONQUIN, IL
ORIGINAL ISSUE DATE: 01/18/2024
ALTA/NSPS LAND TITLE SURVEY
C002

ALTA/NSPS LAND TITLE SURVEY

PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN

VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATION

TO: QUIKTRIP CORPORATION, GW PROPERTY GROUP, LLC, CHICAGO TITLE INSURANCE COMPANY, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A),8, 9, 11(A), 11(B), 13, 14, 16, 17, 18, 19, 20(A), 20(B), 20(C), 20(D) 20(E), 20(G), 20(H), 20(I), 20(J), 20(K), AND 20(L) OF TABLE A THEREOF. THE FIELDWORK WORK WAS COMPLETED ON JANUARY 5, 2024.

LEGAL DESCRIPTION (AS PROVIDED IN TITLE COMMITMENT NO. 23CND676023LZ)

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SAID NORTHEAST QUARTER WITH THE CENTERLINE OF STATE ROUTE 62; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE, 893.07 FEET TO THE MOST EASTERLY CORNER OF THE LANDS DESCRIBED IN DOCUMENT NO. 95K054083; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTHEASTERLY LINE THEREOF, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 62 PER CONDEMNATION SUIT CASE 04ED 0031 AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 95K030172 AND THE PLACE OF BEGINNING; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 453.51 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG A JOG IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 15.42 FEET; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY, RIGHT-OF-WAY LINE, 33.23 FEET TO THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2013K044708; THENCE SOUTH 34 DEGREES 58 MINUTES 50 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 112.78 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 55 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF AND THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2005K074272, A DISTANCE OF 395.06 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 25 PER CONDEMNATION SUIT CASE 04ED 0031 AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 95K030172; THENCE SOUTH 02 DEGREES 15 MINUTES 44 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 75.44 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 16 SECONDS EAST ALONG A JOG IN SAID WEST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 44 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE 57.84 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DOCUMENT NO. 2007K088041; THENCE SOUTH 42 DEGREES 30 MINUTES 30 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF 28.40 FEET TO THE NORTH LINE OF OUTLOT F IN WATERFORD OF ALGONQUIN, BEING SUBDIVISION OF PART OF THE SAID NE 1/4 QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 2007 AS DOCUMENT NO. 2007K109248; THENCE SOUTH 87 DEGREES 16 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 409.05 FEET TO THE EAST LINE OF OUTLOT 16 IN SAID SUBDIVISION; THENCE NORTH 02 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 74.13 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 55 DEGREES 00 MINUTES 49 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WATERFORD OF ALGONQUIN SUBDIVISION, 598.24 FEET TO THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 95K054083; THENCE NORTH 34 DEGREES 58 MINUTES 50 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE 447.45 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

LEGAL DESCRIPTION (AS PROVIDED IN TITLE COMMITMENT NO. AF1038930)

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 1304 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE TO THE WEST LINE OF STATE ROUTE 25; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 52 DEGREES 43 MINUTES 30 SECONDS MEASURED FROM NORTH TO WEST WITH SAID WEST LINE OF STATE ROUTE 25 A DISTANCE OF 357.37 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 65 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 158.19 FEET TO THE SOUTHERLY LINE OF STATE ROUTE 62; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 65 FEET TO A POINT ON A LINE DRAWN NORTHEASTERLY AT RIGHT ANGLES FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE EDKA 94 122, TOWNSHIP OF DUNDEE, COUNTY OF KANE, STATE OF ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION 1304 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE TO THE WEST LINE OF STATE ROUTE NO. 25 FOR THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 52 DEGREES 43 MINUTES 30 SECONDS MEASURED FROM NORTH TO WEST WITH SAID WEST LINE OF STATE ROUTE NO. 25, 357.37 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE 158.19 FEET TO THE SOUTHERLY LINE OF STATE ROUTE NO. 62; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE 95.60 FEET TO THE POINT OF TANGENCY OF A CURVE TO SAID SOUTHERLY LINE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 280.73 FEET, 258.34 FEET TO THE WESTERLY LINE OF SAID ROUTE NO. 25; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 61.60 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN BY ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE EDKA 94 030), IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

WITNESS MY HAND AND SEAL THIS 18TH DAY OF JANUARY 2024.

FARNSWORTH GROUP, INC.
100 WALNUT STREET SUITE 200
PEORIA, IL 61602

BY: _____
KENNETH J SILVERTHORN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3413

KENNETH J. SILVERTHORN 3413 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PEORIA, ILLINOIS
DATE: 1-18-2024
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION NO. 184-001806

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

NOTE:
THE WORD CERTIFY IS DEFINED AS FOLLOWS FOR THIS PLAT "A DESIGN PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION, AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE DESIGN PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM."

ALTA/NSPS LAND TITLE SURVEY TABLE A NOTES

ITEM 1: MONUMENTS ARE AS SHOWN ON THIS SURVEY.

ITEM 2: THE PROPERTY ADDRESS IS AS SHOWN IN NOTE 4 OF THE GENERAL NOTES ON THIS SURVEY.

ITEM 3: THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE RATE MAP NO. 17089C0070H, WITH AN EFFECTIVE DATE OF AUGUST 03, 2009, FOR THE VILLAGE OF ALGONQUIN.

ITEM 4: THE GROSS LAND AREA IS AS FOLLOWS:.

TITLE COMMITMENT NO. 23CND676023LZ	346,256 SQFT	7.949± ACRES
TITLE COMMITMENT NO. AF1038930 PARCEL 1	7,384 SQFT	0.170± ACRE
TITLE COMMITMENT NO. AF1038930 PARCEL 2	40,733 SQFT	0.935± ACRE
TOTAL	394,373 SQFT	9.054± ACRES

ITEM 5: GROUND CONTOUR ELEVATIONS SHOWN HEREON ARE ESTABLISHED FROM SPOT ELEVATIONS TAKEN FOR THIS SURVEY REFERENCED TO THE NAVD 88 DATUM.

ITEM 6(A): NO ZONING REPORT OR LETTER WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY. THE SUBJECT IS ZONED (B-2 GENERAL BUSINESS RETAIL) AS SHOWN ON THE OFFICIAL ZONING MAP DATED MARCH 22, 2023, FOR THE VILLAGE OF ALGONQUIN, IL.

ITEM 6(B): NO ZONING REPORT OR LETTER WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY. THEREFORE, THE ZONING SETBACKS ARE NOT SHOWN.

ITEM 7(A): THERE ARE NO BUILDINGS PRESENT ON THE SUBJECT PROPERTY.

ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.

ITEM 9: IF ANY PARKING SPACES WERE OBSERVED DURING OUR SURVEY THEY ARE SHOWN HEREON.

ITEM 11(A): THE UTILITIES SHOWN ON THIS PLAT HAVE BEEN LOCATED FROM FIELD OBSERVATIONS OF MARKINGS AND IMPROVEMENTS. UTILITY PLANS WERE NOT PROVIDED, AND A PRIVATE UTILITY LOCATE WAS NOT REQUESTED BY THE CLIENT. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

ITEM 11(B): A PRIVATE UTILITY LOCATE WAS NOT REQUESTED BY THE CLIENT.

ITEM 14: THE SUBJECT PROPERTY IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ILLINOIS STATE ROUTE 62 (AKA ALGONQUIN ROAD) AND ILLINOIS STATE ROUTE 25 (AKA ELGIN ROAD) IN THE VILLAGE OF ALGONQUIN, ILLINOIS.

ITEM 16: THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING OR NEW BUILDING CONSTRUCTION ON THE SUBJECT PROPERTY AT THE TIME OF THE FIELDWORK FOR THIS SURVEY.

ITEM 17: THERE WAS NO INFORMATION MADE AVAILABLE TO THE SURVEYOR REGARDING CHANGES IN STREET RIGHT OF WAY. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED DURING THE FIELDWORK FOR THIS SURVEY.

ITEM 18: BASED UPON THE TITLE COMMITMENTS, THERE ARE NO APPURTENANT OFFSITE EASEMENTS, OTHER THAN THE ADJACENT RIGHT OF WAYS FOR ILLINOIS STATE ROUTE 62 AND ILLINOIS STATE ROUTE 25.

ITEM 20(A): AS SHOWN HEREON FOR ILLINOIS STATE ROUTE 62, RUSSET ROAD, AND ILLINOIS STATE ROUTE 25.

ITEM 20(B): SPOT ELEVATIONS WERE OBTAINED IN CONJUNCTION WITH THIS SURVEY.

ITEM 20(C): SPOT ELEVATIONS AT THE CENTER OF THE INTERSECTION OF ILLINOIS STATE ROUTE 62 AND ILLINOIS STATE ROUTE 25 ARE SHOWN HEREON.

ITEM 20(D): CURB ELEVATIONS WERE OBTAINED, BUT NOT SHOWN.

ITEM 20 (E): ELEVATIONS WERE OBTAINED ALONG ILLINOIS STATE ROUTE 62, RUSSET ROAD, AND ILLINOIS STATE ROUTE 25.

ITEM 20(G): ELEVATIONS OF ADJACENT AREAS ARE AS SHOWN HEREON.

ITEM 20(H): AVAILABLE STORM AND SANITARY SEWERS ARE SHOWN FIELD MARKED HEREON.

ITEM 20(I): A.J.U.L.I.E. UTILITY LOCATE WAS CALLED FOR PRIOR TO COMPLETING THE SURVEY WORK. ALL FIELD MARKINGS RESULTING FROM SAID UTILITY CALL ARE SHOWN HEREON. THE REFERENCE DIG NUMBER FOR THE J.U.L.I.E. UTILITY LOCATE WAS A233600104-00A. LIMITED UTILITIES WERE MARKED IN THE FIELD BY THE LOCATING COMPANY PER OUR REQUEST FOR A LOCATE.

ITEM 20(J): SIGNAL POLE DIMENSIONS AND MAST ARM LENGTHS WITHIN THE LIMITS OF THE SURVEY ARE SHOWN HEREON.

ITEM 20(K): ELEVATIONS OF EXISTING OVERHEAD UTILITY LINES ARE SHOWN HEREON.

GENERAL NOTES

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH CHICAGO TITLE INSURANCE COMPANY'S COMMITMENT NO. 23CND676023LZ DATED NOVEMBER 2, 2023, AND FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. AF1038930 DATED OCTOBER 2, 2023. THEREFORE, IF THERE ARE ANY OTHER AGREEMENTS OR EASEMENTS OF RECORD AFFECTING THE PROPERTY WHICH IS THE SUBJECT MATTER OF THIS SURVEY THAT ARE NOT SHOWN, WE WOULD BE UNAWARE OF SAME, AND THUS, THEY WOULD NOT BE SHOWN HEREON.
2. I HAVE NOT MADE A SEPARATE SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP, OR TITLE EVIDENCE IN CONJUNCTION WITH THIS SURVEY.
3. BEARINGS FOR THIS SURVEY ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83, 2011 ADJUSTMENT.
4. ACCORDING TO THE TITLE COMMITMENT AND THE KANE COUNTY GIS SITE THERE IS NOT AN ADDRESS POSTED FOR THE SUBJECT AS IT IS VACANT GROUND.
5. THERE ARE NO ABOVE-GROUND ENCROACHMENTS, EXCEPT AS SHOWN.
6. ELEVATIONS ARE BASED ON GPS OBSERVATIONS RELATIVE TO NAVD 88 DATUM.
7. THE PARCEL IS LOCATED WITHIN THE LIMITS OF THE VILLAGE OF ALGONQUIN, ILLINOIS.
8. THE SUBJECT PARCEL HAS FRONTAGE ON THE NORTH TO ILLINOIS STATE ROUTE 62 AND ON THE EAST TO ILLINOIS STATE ROUTE 25, BOTH PUBLICLY DEDICATED RIGHTS OF WAY.
9. THERE IS NO APPARENT EASEMENT FOR THE BILLBOARD AS SHOWN HEREON.

TITLE COMMITMENT NO. 23CND676023LZ SCHEDULE B - PART II EXCEPTIONS

ITEMS 1, 2, 4-16, 26, AND 27, ARE NOT SURVEY ITEMS

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

17. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, TOGETHER WITH UTILITY RIGHTS THEREIN.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

18. RIGHTS OF WAY FOR DRAINAGE "ILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

19. RIGHTS OF ADJOINING AND CONTIGUOUS OWNERS TO HAVE MAINTAINED THE UNINTERRUPTED FLOW OF THE WATERS OF ANY STREAM WHICH MAY FLOW ON OR THROUGH THE LAND.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

20. RIGHTS OF THE PUBLIC AND OF THE STATE OF ILLINOIS IN AND TO SO MUCH OF LAND AS DOCUMENT DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED NOVEMBER 13, 1928, AND RECORDED JANUARY 7, 1930, AS DOCUMENT 342568.

DOES NOT AFFECT THE SUBJECT", THIS DEDICATION LIES IN THE EXISTING STATE ROUTE 62 RIGHT-OF-WAY.

21. RIGHTS OF THE PUBLIC AND OF THE STATE OF ILLINOIS IN AND TO SO MUCH OF THE LAND AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED SEPTEMBER 23, 1932. AND RECORDED OCTOBER 1, 1932. AS DOCUMENT 359980.

DOES NOT AFFECT THE SUBJECT", THIS DEDICATION LIES IN THE EXISTING STATE ROUTE 25 RIGHT-OF-WAY.

22. RIGHTS OF THE PUBLIC, COUNTY OF KANE, STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND FALLING WITHIN STATE ROUTE NO. 62, NORTH WAYNE ROAD, TERRACE ROAD, AND TERRACE COURT AS LAID OUT IN THE PLAT OF SYLVANIA TERRACE, UNIT NO. 1, NOW VACATED.

UNABLE TO CERTIFY TO THIS ITEM AS THE NOW VACATED PLAT WAS NOT PROVIDED.

23. GRANT RECORDED APRIL 13, 1965, AS DOCUMENT 1043517 MADE BY PIONEER TRUST AND SAVINGS BANK, TRUST 11085, TO NORTHERN ILLINOIS GAS COMPANY OF AN EASEMENT FOR GAS PURPOSES IN, UPON, UNDER, ALONG AND ACROSS THE SOUTHWESTERLY HALF OF ILLINOIS ROUTE 62.

DOES NOT AFFECT THE SUBJECT", THIS DEDICATION LIES IN THE EXISTING STATE ROUTE 62 RIGHT-OF-WAY.

24. PUBLIC AND QUASI PUBLIC UTILITY EASEMENTS, IF ANY, THAT MAY EXIST BY DEDICATION ON PLAT OF SYLVANIA TERRACE, UNIT NO. 1, NOW VACATED.

UNABLE TO CERTIFY TO THIS ITEM AS THE NOW VACATED PLAT WAS NOT PROVIDED.

25. RIGHT OF WAY EASEMENT RECORDED NOVEMBER 2, 1984, AS DOCUMENT 1700995 FROM PARKWAY BANK AND TRUST COMPANY, TRUST 1274, TO GTE SPRINT COMMUNICATIONS CORPORATION BEING 5 FEET WIDE, 2 1/2 ON EACH SIDE OF CENTER LINE OF STATE ROUTE 62.

DOES NOT AFFECT THE SUBJECT", THIS DEDICATION LIES IN THE EXISTING STATE ROUTE 62 RIGHT-OF-WAY.

END OF TITLE COMMITMENT NO. 23CND676023LZ SCHEDULE B PART II EXCEPTIONS

TITLE COMMITMENT NO. AF1038930 SCHEDULE B - PART II EXCEPTIONS

ITEMS 1, 3-19, 22- 26 AND 30, ARE NOT SURVEY ITEMS

2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

20. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT 823882, RECORDED ON DECEMBER 19, 1956, AND THE TERMS AND CONDITIONS THEREOF.

DOES NOT AFFECT THE SUBJECT", THIS DEDICATION LIES IN THE EXISTING STATE ROUTE 62 AND STATE ROUTE 25 RIGHTS-OF-WAY.

21. EASEMENT FOR RIGHT-OF-WAY AS ESTABLISHED BY GRANT FROM MARY V. GOSSAGE, DEVISEE OF WILLIAM L GOSSAGE, DECEASED TO GTE SPRINT COMMUNICATIONS CORPORATION RECORDED AS DOCUMENT 1700998, AND THE TERMS AND CONDITIONS THEREOF.

DOES NOT AFFECT THE SUBJECT", THIS DEDICATION LIES IN THE EXISTING STATE ROUTE 62 RIGHT-OF-WAY.

27. RIGHTS OF WAY FOR DRAINAGE "ILES, DITCHES, FEEDERS, LATERALS, IF ANY.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

28. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

29. RIGHTS OF THE INTERESTED PARTIES TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF THE STREAM WHICH MAY FLOW ON OR THROUGH THE LAND.

IF ANY ARE KNOWN THEY ARE SHOWN HEREON.

END OF TITLE COMMITMENT NO. AF1038930 SCHEDULE B - PART II EXCEPTIONS

UTILITY COMPANIES LISTED ON J.U.L.I.E. ONE CALL TICKET # A233600104-00A (AKA 811)

NO CONTACT INFORMATION WAS LISTED FOR ANY OF THE FOLLOWING UTILITY COMPANIES:

MEMBERS: ALGN0A = ALGONQUIN, VILLAGE OF
MEMBERS: CEC0A = COMED
MEMBERS: EGLC1A = MCI/VERIZON
MEMBERS: NLLS3A = NORTHERN LIGHTS LOCATING SERVICES
MEMBERS: ATT0SA = ATT/DISTRIBUTION
MEMBERS: COMC0A = COMCAST
MEMBERS: MCHD0A = MCHENRY CO. DIVISION OF TRANSPO
MEMBERS: NICR0A = NICOR GAS
MEMBERS: USIC0A = USIC LOCATING SERVICES
MEMBERS: EGLC1A=EVERSTREAM GLC HOLDINGS CO. LLC

Farnsworth GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

PROJECT NO. 0231863.00

REV	DATE	DESCRIPTION
1	11/08/2024	REVISED PER VILLAGE REVIEW

QuikTrip No. 7303
ROUTE 62
ALGONQUIN, IL

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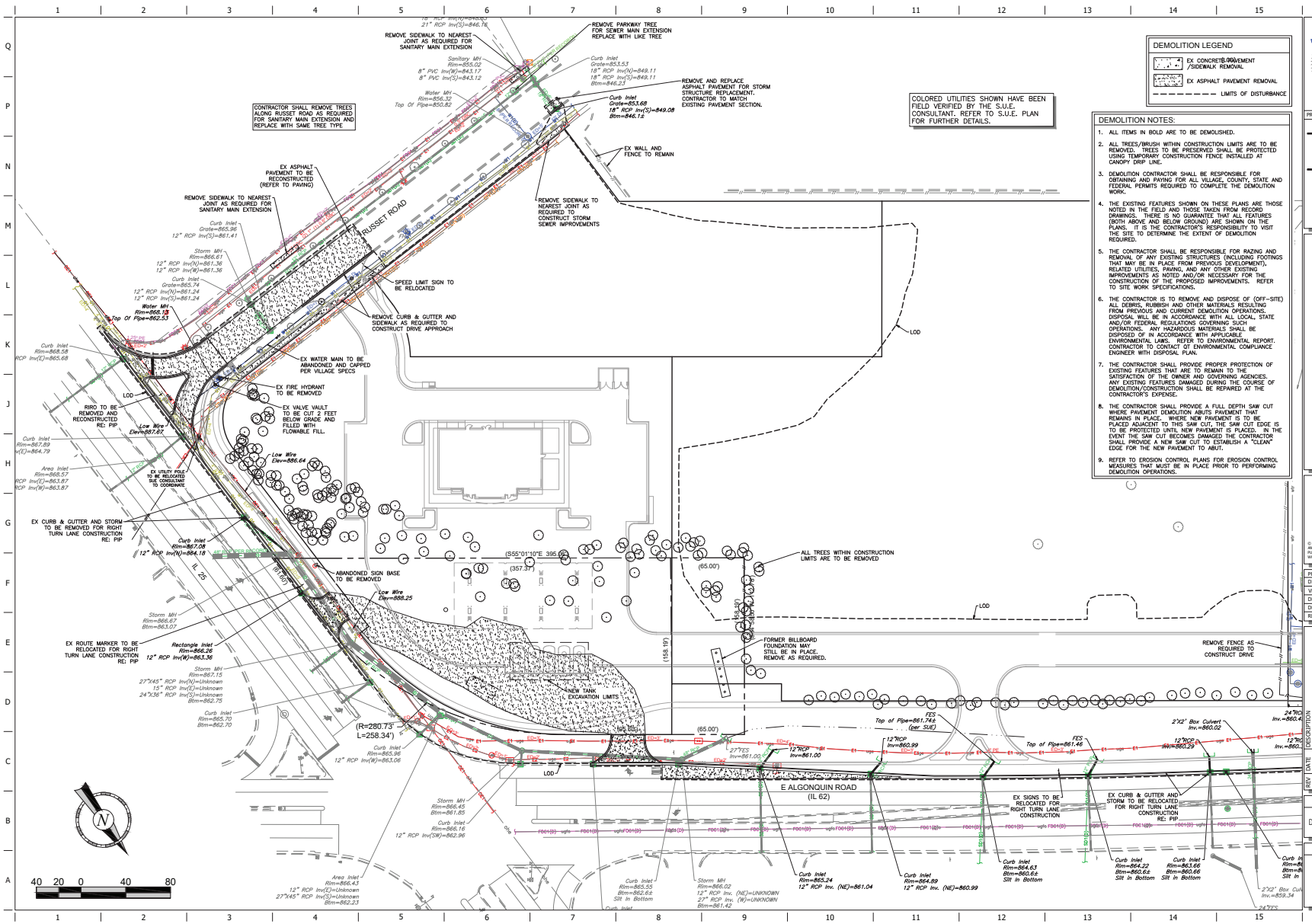
PROTOTYPE: P-90 (01/02/17)
DIVISION:
VERSION: 001
DESIGNED BY: KJS
DRAWN BY: PDH
REVIEWED BY: PEB

ORIGINAL ISSUE DATE: 01/18/2024

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
C003

FILE LOCATION: J:\2023\0231863.00 - QuikTrip Algonquin IL #7303\Survey\07_Drawings\SV_ALTA - 0231863.00.dwg TAB NAME: Sht 2 USER: pmonroe SAVED: 1/18/2024 12:55 PM PLOTTED: 1/19/2024 7:57 AM



DARLA K. HOLMAN 062-072191 ILLINOIS REGISTERED PROFESSIONAL ENGINEER
03/18/26
PROJECT NO.:84-4418 (7303)
MDG Midwest Design Group Kansas City
PO Box 860015 Shawnee, KS 66286-0015 P 913.248.9385

QuikTrip No. 4418
IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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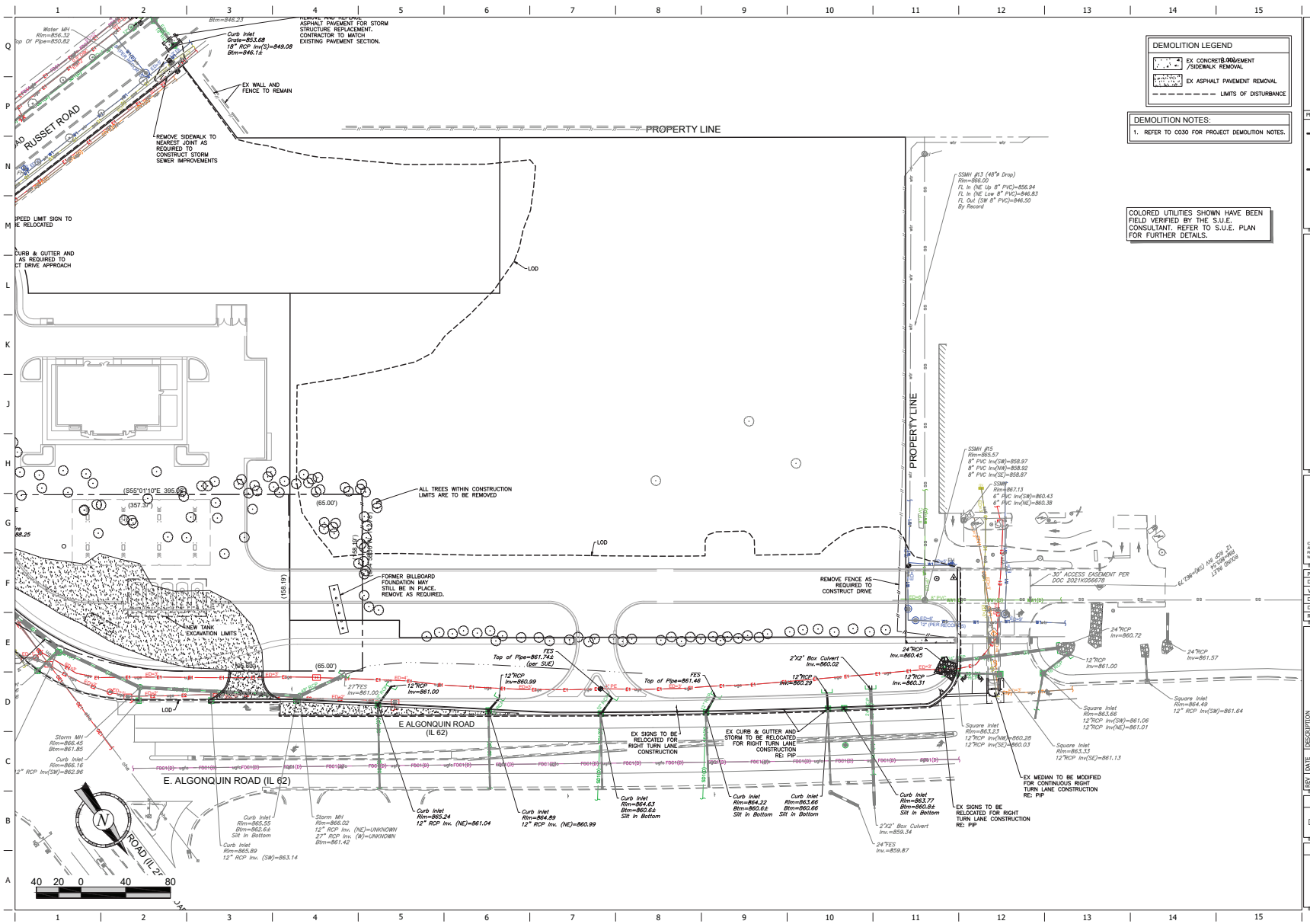
PROTOTYPE: P-122
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE: DEMOLITION PLAN - SOUTH

SHEET NUMBER: C030



DARLA K. HOLMAN 062-072191 ILLINOIS PROFESSIONAL ENGINEER
03/18/26

PROJECT NO.:84-4418 (7303)

MG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418

IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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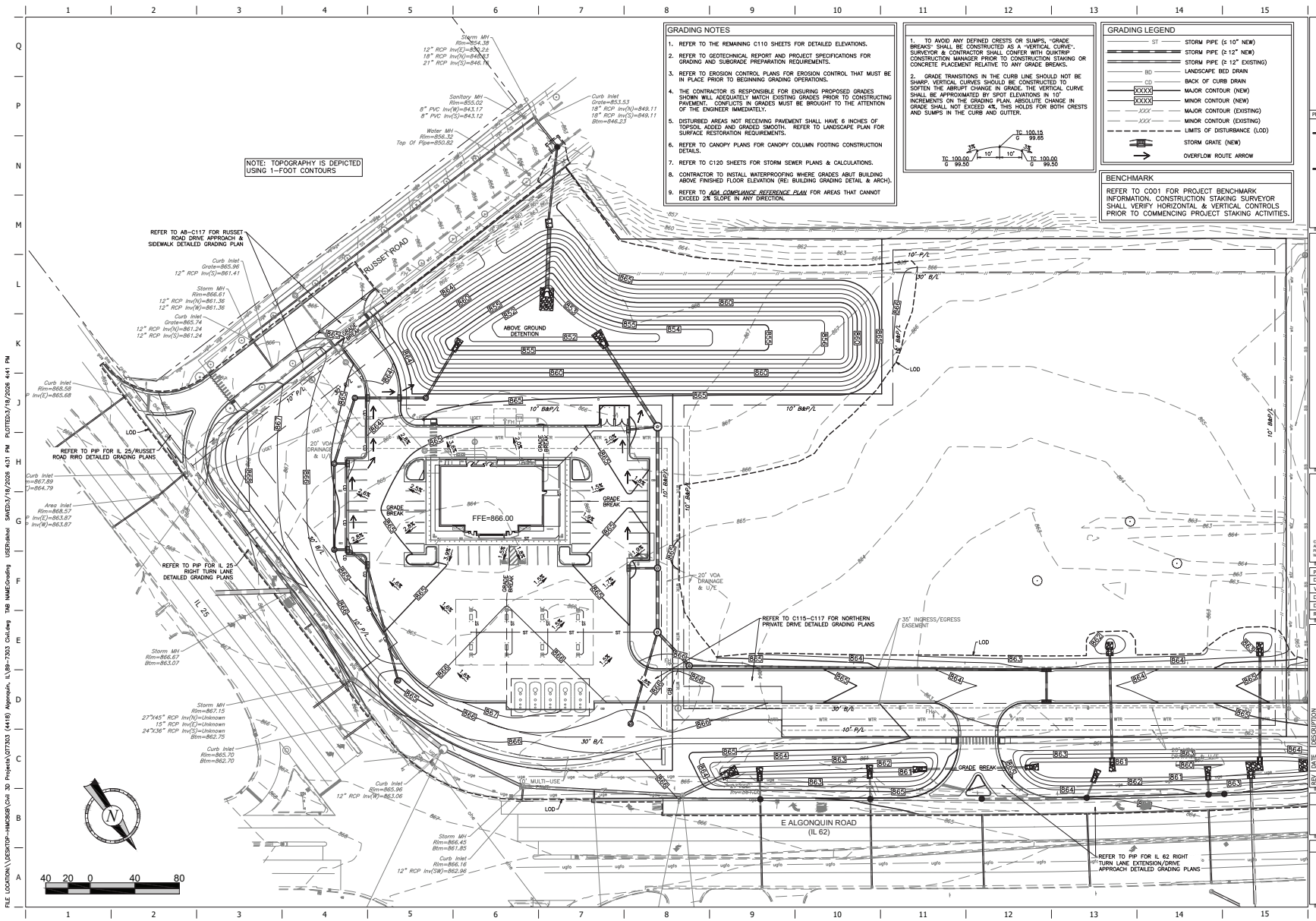
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
DEMOLITION PLAN - NORTH

SHEET NUMBER:
C031



DARLA K. HOLMAN
062-072191
ILLINOIS
REGISTERED PROFESSIONAL ENGINEER
03/18/26

PROJECT NO.:84-4418 (7303)

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418

IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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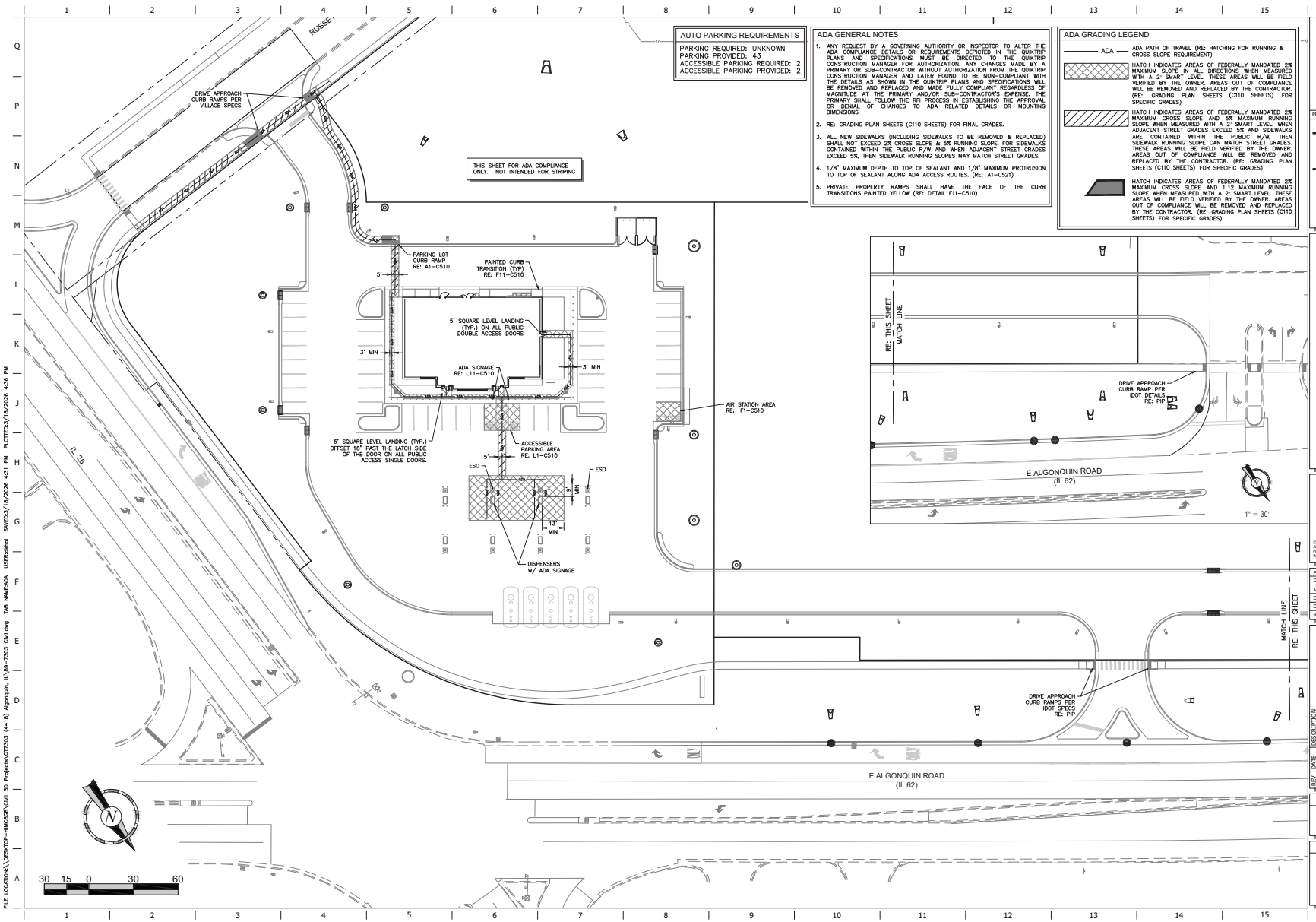
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
OVERALL GRADING PLAN - SOUTH

SHEET NUMBER:
C110

FILE LOCATION:\\DESKTOP-HMK85RB\Civil 3D Projects\07303 (4418) Algonquin, IL\89-7303 Civil.dwg TAB NAME:Grading USER:dkhol SAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:41 PM



DARLA K. HOLMAN
062-072191
ILLINOIS
PROFESSIONAL ENGINEER
03/18/26

PROJECT NO.:84-4418 (7303)

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418

IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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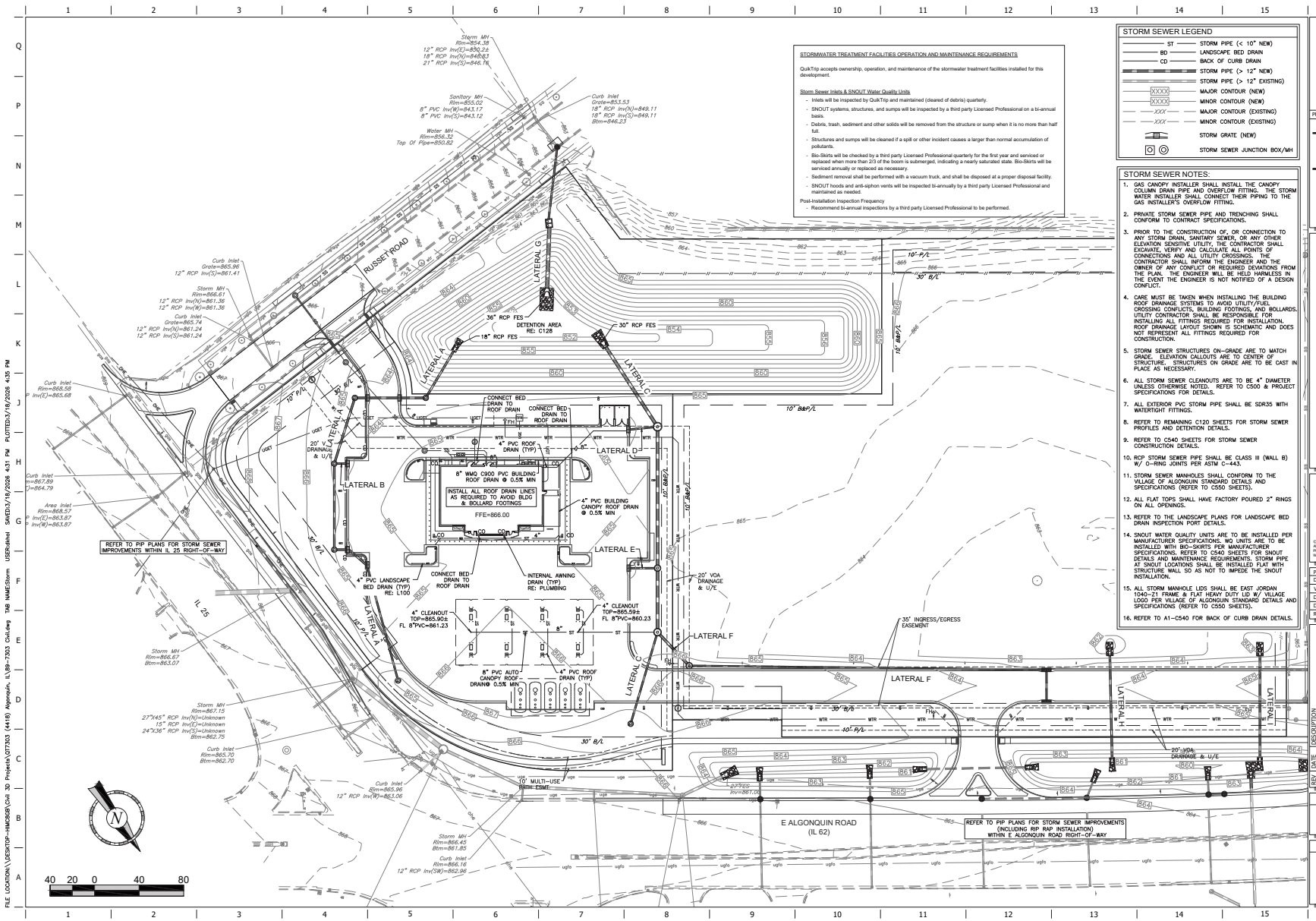
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
ADA COMPLIANCE REFERENCE PLAN

SHEET NUMBER:
C118

FILE LOCATION:\\DESKTOP-HMK6RB\Civil 3D Projects\073303 (4418) Algonquin, IL\89-7303 Civil.dwg TAB NAME:ADA USER:dkhol SAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:36 PM



DARLA K. HOLMAN 062-072191 ILLINOIS REGISTERED PROFESSIONAL ENGINEER
03/18/26

PROJECT NO.:84-4418 (7303)

MDG Midwest Design Group Kansas City
PO Box 860015 Shawnee, KS 66286-0015 P 913.248.9385

QuikTrip No. 4418

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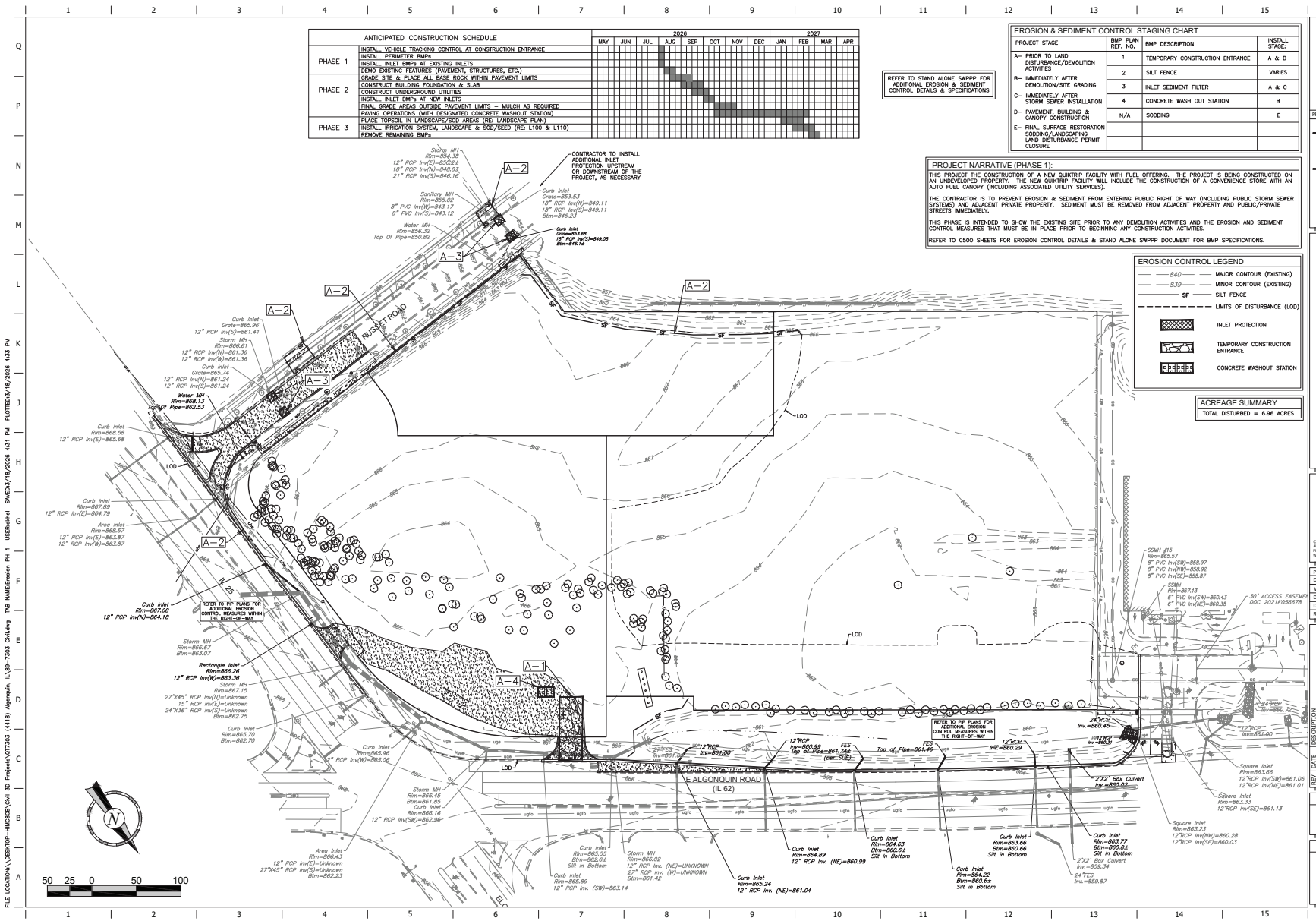
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
STORM SEWER PLAN - SOUTH

SHEET NUMBER:
C120



DARLA K. HOLMAN
062-072191
ILLINOIS
03/18/26
PROJECT NO.:84-4418 (7303)
MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418

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ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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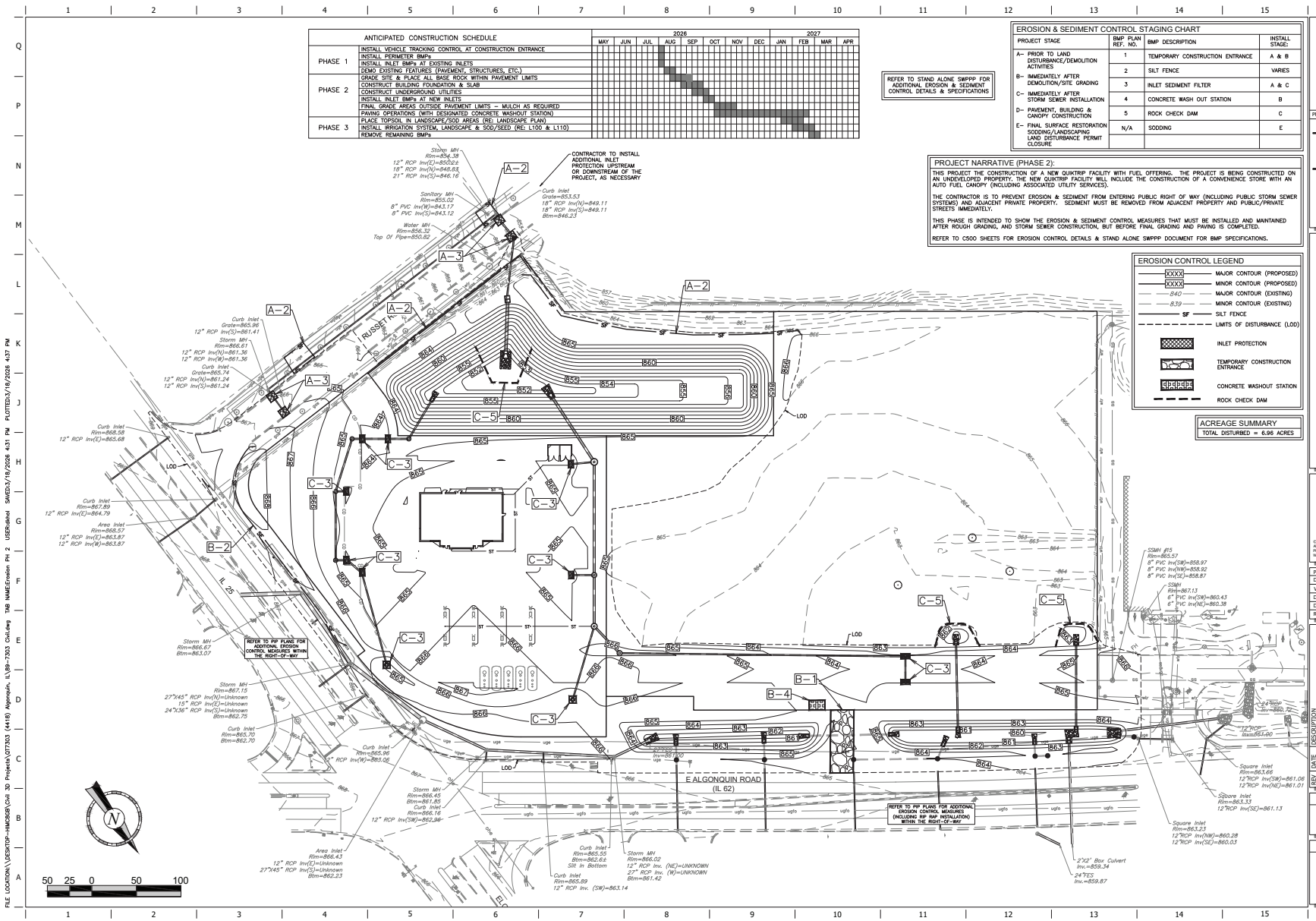
REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
EROSION CONTROL PLAN PHASE 1

SHEET NUMBER:
C140



DARLA K. HOLMAN
062-072191
ILLINOIS
PROFESSIONAL ENGINEER
03/18/26

PROJECT NO.:84-4418 (7303)

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

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IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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VERSION: 001
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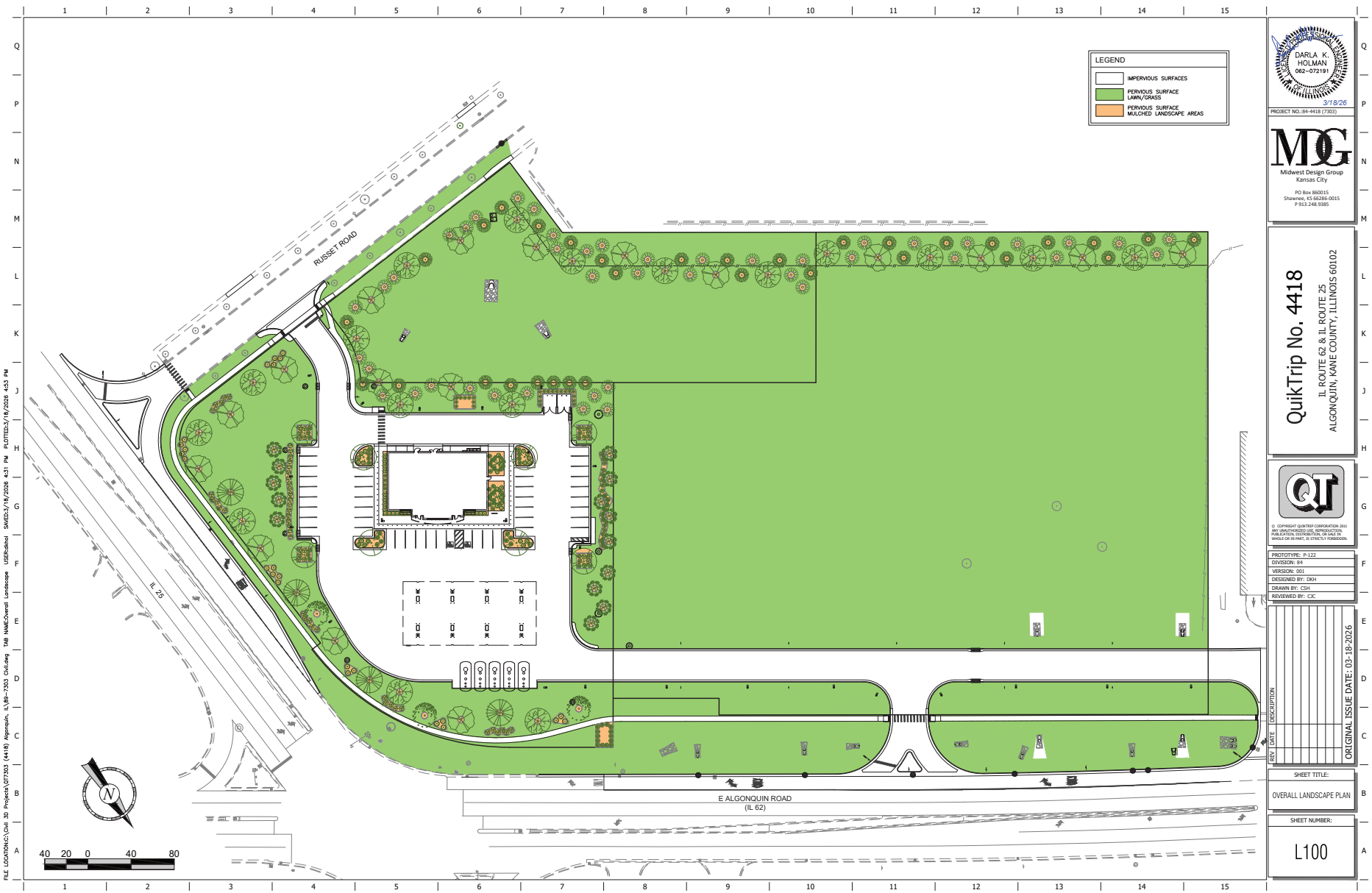
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
EROSION CONTROL PLAN PHASE 2

SHEET NUMBER:
C141



DARLA K. HOLMAN
062-072191
STATE OF ILLINOIS
REGISTERED LANDSCAPE ARCHITECT
3/18/26

PROJECT NO.:84-4418 (7303)

Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418
IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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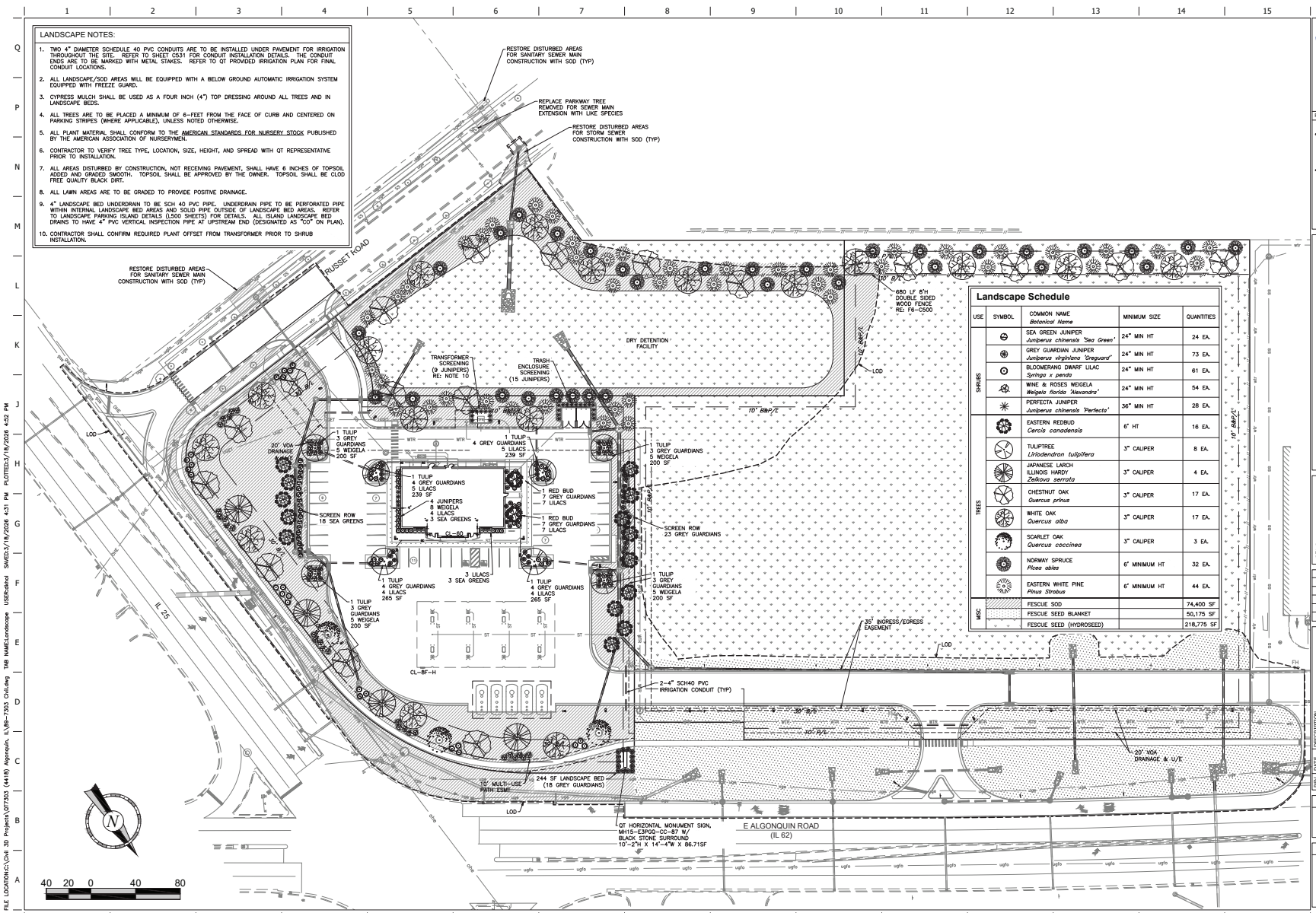
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
OVERALL LANDSCAPE PLAN

SHEET NUMBER:
L100

FILE LOCATION:C:\Civil 3D Projects\07303 (4418) Algonquin, IL\84-7303 Civil.dwg TAB NAME:Overall Landscape USERfchinol SAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:53 PM


LANDSCAPE NOTES:
1. TWO 4" DIAMETER SCHEDULE 40 PVC CONDUITS ARE TO BE INSTALLED UNDER PAVEMENT FOR IRRIGATION THROUGHOUT THE SITE. REFER TO SHEET C531 FOR CONDUIT INSTALLATION DETAILS. THE CONDUIT ENDS ARE TO BE MARKED WITH METAL STAKES. REFER TO QT PROVIDED IRRIGATION PLAN FOR FINAL CONDUIT LOCATIONS.
2. ALL LANDSCAPE/SOD AREAS WILL BE EQUIPPED WITH A BELOW GROUND AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH FREEZE GUARD.
3. CYPRESS MULCH SHALL BE USED AS A FOUR INCH (4") TOP DRESSING AROUND ALL TREES AND IN LANDSCAPE BEDS.
4. ALL TREES ARE TO BE PLACED A MINIMUM OF 6-FEET FROM THE FACE OF CURB AND CENTERED ON PARKING STRIPES (WHERE APPLICABLE), UNLESS NOTED OTHERWISE.
5. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
6. CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION.
7. ALL AREAS DISTURBED BY CONSTRUCTION, NOT RECEIVING PAVEMENT, SHALL HAVE 6 INCHES OF TOPSOIL ADDED AND GRADED SMOOTH. TOPSOIL SHALL BE APPROVED BY THE OWNER. TOPSOIL SHALL BE CLOD FREE QUALITY BLACK DIRT.
8. ALL LAWN AREAS ARE TO BE GRADED TO PROVIDE POSITIVE DRAINAGE.
9. 4" LANDSCAPE BED UNDERDRAIN TO BE SCH 40 PVC PIPE. UNDERDRAIN PIPE TO BE PERFORATED PIPE WITHIN INTERNAL LANDSCAPE BED AREAS AND SOLID PIPE OUTSIDE OF LANDSCAPE BED AREAS. REFER TO LANDSCAPE PARKING ISLAND DETAILS (L500 SHEETS) FOR DETAILS. ALL ISLAND LANDSCAPE BED DRAINS TO HAVE 4" PVC VERTICAL INSPECTION PIPE AT UPSTREAM END (DESIGNATED AS "CO" ON PLAN).
10. CONTRACTOR SHALL CONFIRM REQUIRED PLANT OFFSET FROM TRANSFORMER PRIOR TO SHRUB INSTALLATION.
RESTORE DISTURBED AREAS FOR SANITARY SEWER MAIN CONSTRUCTION WITH SOD (TYP)
REPLACE PARKWAY TREE REMOVED FOR SEWER MAIN EXTENSION WITH LIKE SPECIES
RESTORE DISTURBED AREAS FOR STORM SEWER CONSTRUCTION WITH SOD (TYP)
RUSSET ROAD
680 LF 8'H DOUBLE SIDED WOOD FENCE RE: F6-C500
DRY DETENTION FACILITY
TRANSFORMER SCREENING (9 JUNIPERS) RE: NOTE 10
TRASH ENCLOSURE SCREENING (15 JUNIPERS)
20' VDA DRAINAGE
SCREEN ROW 18 SEA GREENS
SCREEN ROW 23 GREY GUARDIANS
35' INGRESS/EGRESS EASEMENT
2-4" SCH40 PVC IRRIGATION CONDUIT (TYP)
10' MULTI-USE PATH ESMT
244 SF LANDSCAPE BED (18 GREY GUARDIANS)
QT HORIZONTAL MONUMENT SIGN, MH15-E3PGQ-CC-87 W/ BLACK STONE SURROUND 10'-2"H X 14'-4"W X 86.71SF
E ALGONQUIN ROAD (IL 62)
IL 25
LOD
40 20 0 40 80
Landscape Schedule
USE | SYMBOL | COMMON NAME / Botanical Name | MINIMUM SIZE | QUANTITIES
SHRUBS
SEA GREEN JUNIPER Juniperus chinensis 'Sea Green' 24" MIN HT 24 EA.
GREY GUARDIAN JUNIPER Juniperus virginiana 'Greyguard' 24" MIN HT 73 EA.
BLOOMERANG DWARF LILAC Syringa x penda 24" MIN HT 61 EA.
WINE & ROSES WEIGELA Weigela florida 'Alexandra' 24" MIN HT 54 EA.
PERFECTA JUNIPER Juniperus chinensis 'Perfecta' 36" MIN HT 28 EA.
TREES
EASTERN REDBUD Cercis canadensis 6' HT 16 EA.
TULIPTREE Liriodendron tulipifera 3" CALIPER 8 EA.
JAPANESE LARCH ILLINOIS HARDY Zelkova serrata 3" CALIPER 4 EA.
CHESTNUT OAK Quercus prinus 3" CALIPER 17 EA.
WHITE OAK Quercus alba 3" CALIPER 17 EA.
SCARLET OAK Quercus coccinea 3" CALIPER 3 EA.
NORWAY SPRUCE Picea abies 6' MINIMUM HT 32 EA.
EASTERN WHITE PINE Pinus Strobus 6' MINIMUM HT 44 EA.
MISC
FESCUE SOD 74,400 SF
FESCUE SEED BLANKET 50,175 SF
FESCUE SEED (HYDROSEED) 218,775 SF
DARLA K. HOLMAN 062-072191 3/18/26
PROJECT NO.:84-4418 (7303)
Midwest Design Group Kansas City
PO Box 860015 Shawnee, KS 66286-0015 P 913.248.9385
QuikTrip No. 4418
IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102
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PROTOTYPE: P-122
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC
REV | DATE | DESCRIPTION
ORIGINAL ISSUE DATE: 03-18-2026
SHEET TITLE:
LANDSCAPE PLAN
SHEET NUMBER:
L101
FILE LOCATION:C:\Civil 3D Projects\07303 (4418) Algonquin, IL\84-7303 Civil.dwg TAB NAME:Landscape USER:dchol SAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:52 PM

TREE SURVEY

PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN
VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS

0 20 40 80
SCALE: 1"=40'
U.S. SURVEY FEET

TREE SURVEY NOTES:

1. TREE SURVEY CONDUCTED 7/23/2024.
2. THE TREE TAG NUMBERS ON THE PLAN ARE ASSOCIATED WITH THE NUMBERS IN THE TREE SCHEDULE AS WELL AS THE METALLIC TREE TAGS PHYSICALLY ATTACHED TO EACH SURVEYED TREE IN THE FIELD.
3. TREE SURVEY LOCATES ALL TREES 6"+ DIAMETER BREAST HEIGHT (4.5' ABOVE GRADE).
4. TREES LOCATED NEAR PROPERTY LINES WERE SURVEYED IN THE FIELD, BUT DO NOT NECESSARILY FALL WITHIN THE PROPERTY BOUNDARY LINES. SEE SURVEY EXHIBIT FOR EXACT LOCATION OF TREES.
5. ACCORDING TO THE KANE COUNTY GIS SITE THERE IS NOT AN ADDRESS POSTED FOR THE SUBJECT PROPERTY AS IT IS VACANT GROUND.
6. HEALTH CONDITION RATING CATEGORIES ARE AS FOLLOWS: (5) EXCELLENT, (4) VERY GOOD, (3) GOOD, (2) FAIR, (1) POOR.

Farnsworth GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

CERTIFIED ARBORIST ISA
JACOB J. HITCH
ARBORIST # IL-5391A
DATE 05-31-2024

PROJECT:

DATE:	08/06/2024
DESIGNED:	JLH
DRAWN:	PDM
REVIEWED:	JDA
FIELD BOOK NO.:	CHA 200/23

SHEET TITLE:

TREE SURVEY

SHEET NUMBER:

1
OF 2

PROJECT NO.: 0231863.00

J:\projects\0231863.00 - Quik Trip Algonquin IL_#2003\Survey\07-Drawings\SV_Tree Survey - 0231863.00.dwg | 7/24/2024 10:09 AM | jdavies

TREE SURVEY

PART OF THE NE 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN
VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS

TREE SURVEY	
PROJECT: QUIKTRIP ALGONQUIN, IL	SURVEYOR: JACOB HECK
JOB #: 0231863.00	DATE: 07/23/2024

NOTES: MULTI-STEMMED TREES (MS) TRUNK DIAMETER CALCULATED BY TAKING THE SQUARE ROOT OF THE SUM OF ALL SQUARED STEM DBHS AND ROUNDING TO THE NEAREST WHOLE NUMBER.

TAG #	DBH (INCHES)	BOTANICAL NAME	COMMON NAME	CONDITION
1	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
2	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
3	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
4	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
5	5	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
6	(MS)10	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
7	5	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
8	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
9	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
10	11	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
11	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
12	16	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
13	5	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
14	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
15	(MS)8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
16	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
17	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
18	(MS)5	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
19	(MS)6	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
20	**8**	**ROBINIA PSEUDOACACIA**	**BLACK LOCUST**	**3**
21	**4**	**ROBINIA PSEUDOACACIA**	**BLACK LOCUST**	**3**
22	**6**	**ACER NEGUNDO**	**BOXELDER**	**2**
23	(MS)11	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
24	5	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
25	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
26	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
27	(MS)9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
28	4	ULMUS AMERICANA	AMERICAN ELM	3
29	5	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
30	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
31	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
32	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
33	12	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
34	(MS)10	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
35	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
36	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
37	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
38	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
39	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
40	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
41	10	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
42	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
43	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
44	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
45	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
46	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
47	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
48	12	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
49	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
50	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
51	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
52	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
53	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
54	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
55	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
56	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
57	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
58	8	ULMUS AMERICANA	AMERICAN ELM	3
59	4	ULMUS AMERICANA	AMERICAN ELM	3
60	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
61	10	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
62	10	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
63	6	ULMUS AMERICANA	AMERICAN ELM	3
64	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
65	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
66	5	ULMUS AMERICANA	AMERICAN ELM	3
67	10	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
68	7	ACER NEGUNDO	BOXELDER	2
69	17	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
70	16	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
71	(MS)8	ACER NEGUNDO	BOXELDER	3
72	(MS)11	ACER NEGUNDO	BOXELDER	2
73	9	ULMUS AMERICANA	AMERICAN ELM	3
74	9	ACER NEGUNDO	BOXELDER	3
75	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
76	4	ULMUS AMERICANA	AMERICAN ELM	3
77	10	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
78	4	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
79	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
80	11	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
81	11	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
82	5	ACER NEGUNDO	BOXELDER	2
83	13	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
84	6	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
85	(MS)6	ROBINIA PSEUDOACACIA	BLACK LOCUST	2
86	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
87	8	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
88	9	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
89	23	ACER NEGUNDO	BOXELDER	1
90	27	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
91	7	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
92	13	ACER NEGUNDO	BOXELDER	2
93	13	ACER NEGUNDO	BOXELDER	2
94	8	ACER NEGUNDO	BOXELDER	2
95	8	ACER NEGUNDO	BOXELDER	2
96	6	ACER NEGUNDO	BOXELDER	2
97	11	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
98	(MS)20	MORUS ALBA	WHITE MULBERRY	2
99	10	ACER NEGUNDO	BOXELDER	1
100	(MS)16	ACER NEGUNDO	BOXELDER	2
101	18	ACER NEGUNDO	BOXELDER	2
102	11	ROBINIA PSEUDOACACIA	BLACK LOCUST	3
103	26	ACER NEGUNDO	BOXELDER	2
104	8	ACER NEGUNDO	BOXELDER	2
105	27	ACER NEGUNDO	BOXELDER	2
106	5	ACER NEGUNDO	BOXELDER	2
107	6	ACER NEGUNDO	BOXELDER	2
108	5	ACER NEGUNDO	BOXELDER	2
109	9	ULMUS AMERICANA	AMERICAN ELM	3
110	7	ACER NEGUNDO	BOXELDER	2
111	16	MORUS ALBA	WHITE MULBERRY	1
112	6	PRUNUS SEROTINA	BLACK CHERRY	1
113	5	PRUNUS SEROTINA	BLACK CHERRY	1
114	4	PRUNUS SEROTINA	BLACK CHERRY	1
115	(MS)42	ACER NEGUNDO	BOXELDER	1
116	38	ULMUS AMERICANA	AMERICAN ELM	3
117	12	ACER NEGUNDO	BOXELDER	2
118	6	ACER NEGUNDO	BOXELDER	2
119	5	ACER NEGUNDO	BOXELDER	2
120	17	ULMUS AMERICANA	AMERICAN ELM	3
121	10	ULMUS AMERICANA	AMERICAN ELM	3
122	(MS)17	MORUS ALBA	WHITE MULBERRY	1
123	(MS)11	ACER NEGUNDO	BOXELDER	1
124	7	ACER NEGUNDO	BOXELDER	1
125	16	ACER NEGUNDO	BOXELDER	1
126	(MS)15	ULMUS AMERICANA	AMERICAN ELM	3
127	13	MORUS ALBA	WHITE MULBERRY	1
128	17	ACER NEGUNDO	BOXELDER	1
129	13	ACER NEGUNDO	BOXELDER	2
130	13	ULMUS AMERICANA	AMERICAN ELM	3
131	8	ULMUS AMERICANA	AMERICAN ELM	3
132	13	POPULUS DELTOIDES	EASTERN COTTONWOOD	3
133	8	ULMUS AMERICANA	AMERICAN ELM	3
134	5	ACER NEGUNDO	BOXELDER	2
135	6	ACER NEGUNDO	BOXELDER	2
136	4	ULMUS AMERICANA	AMERICAN ELM	3
137	9	PRUNUS SEROTINA	BLACK CHERRY	2
138	(MS)23	ACER NEGUNDO	BOXELDER	2
139	7	ACER NEGUNDO	BOXELDER	2
140	15	ACER NEGUNDO	BOXELDER	2
141	6	PRUNUS SEROTINA	BLACK CHERRY	3
142	9	PRUNUS SEROTINA	BLACK CHERRY	3
143	4	CELTIS OCCDENTALIS	HACKBERRY	3
144	8	ULMUS AMERICANA	AMERICAN ELM	3
145	12	ACER NEGUNDO	BOXELDER	2
146	6	ACER NEGUNDO	BOXELDER	2
147	32	ACER SACCHARINUM	SILVER MAPLE	3
148	9	ULMUS AMERICANA	AMERICAN ELM	3
149	7	ACER NEGUNDO	BOXELDER	2
150	6	ACER NEGUNDO	BOXELDER	1
151	10	ACER NEGUNDO	BOXELDER	1
152	16	ACER NEGUNDO	BOXELDER	2
153	26	ACER NEGUNDO	BOXELDER	1
154	26	ACER NEGUNDO	BOXELDER	2
155	(MS)9	ULMUS AMERICANA	AMERICAN ELM	3
156	13	ACER NEGUNDO	BOXELDER	2
157	13	ULMUS AMERICANA	AMERICAN ELM	3
158	6	ULMUS AMERICANA	AMERICAN ELM	3
159	5	ACER NEGUNDO	BOXELDER	1
160	14	ACER NEGUNDO	BOXELDER	2
161	(MS)16	ACER NEGUNDO	BOXELDER	1
162	9	ACER NEGUNDO	BOXELDER	2
163	9	ACER NEGUNDO	BOXELDER	2
164	26	PRUNUS SEROTINA	BLACK CHERRY	1
165	7	PRUNUS SEROTINA	BLACK CHERRY	3
166	11	ACER NEGUNDO	BOXELDER	1
167	9	ACER NEGUNDO	BOXELDER	2
168	18	ACER NEGUNDO	BOXELDER	1
169	21	ACER NEGUNDO	BOXELDER	1
170	23	ACER SACCHARINUM	SILVER MAPLE	1
171	23	CATALPA SPECIOSA	CATALPA	2
172	13	CATALPA SPECIOSA	CATALPA	3
173	11	CATALPA SPECIOSA	CATALPA	3
174	12	CATALPA SPECIOSA	CATALPA	3
175	11	CATALPA SPECIOSA	CATALPA	3
176	11	CATALPA SPECIOSA	CATALPA	3
177	8	CATALPA SPECIOSA	CATALPA	3
178	10	CATALPA SPECIOSA	CATALPA	3
179	13	CATALPA SPECIOSA	CATALPA	3
180	16	ZELKOVA SERRATA	ZELKOVA	3
181	6	CELTIS OCCDENTALIS	HACKBERRY	3
182	7	CELTIS OCCDENTALIS	HACKBERRY	3
183	5	CELTIS OCCDENTALIS	HACKBERRY	3
184	6	CELTIS OCCDENTALIS	HACKBERRY	3
185	8	CELTIS OCCDENTALIS	HACKBERRY	3
186	7	CELTIS OCCDENTALIS	HACKBERRY	3
187	9	CELTIS OCCDENTALIS	HACKBERRY	3
188	5	CELTIS OCCDENTALIS	HACKBERRY	3
189	13	ZELKOVA SERRATA	ZELKOVA	3
190	12	ZELKOVA SERRATA	ZELKOVA	3
191	8	JUGLANS NIGRA	BLACK WALNUT	3
192	9	JUGLANS NIGRA	BLACK WALNUT	3
193	7	JUGLANS NIGRA	BLACK WALNUT	3
194	10	JUGLANS NIGRA	BLACK WALNUT	3
195	7	JUGLANS NIGRA	BLACK WALNUT	3
196	9	JUGLANS NIGRA	BLACK WALNUT	3
197	8	JUGLANS NIGRA	BLACK WALNUT	3
198	16	JUGLANS NIGRA	BLACK WALNUT	3
199	9	JUGLANS NIGRA	BLACK WALNUT	3
200	12	JUGLANS NIGRA	BLACK WALNUT	3
201	12	JUGLANS NIGRA	BLACK WALNUT	3
202	20	TILIA AMERICANA	AMERICAN LINDEN	3
203	20	TILIA AMERICANA	AMERICAN LINDEN	3
204	19	TILIA AMERICANA	AMERICAN LINDEN	3
205	30	TILIA AMERICANA	AMERICAN LINDEN	3
206	18	TILIA AMERICANA	AMERICAN LINDEN	3
207	23	TILIA AMERICANA	AMERICAN LINDEN	3
208	38	MORUS ALBA	WHITE MULBERRY	2
209	33	ACER NEGUNDO	BOXELDER	1
210	19	ACER NEGUNDO	BOXELDER	1

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2
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PROJECT NO.: 0231863.00

I:\projects_L\2023\0231863.00 - QuikTrip Algonquin, IL_#2023\Survey\07-Drawings\Civ_Tree Survey - 0231863.00.dwg | 7/24/2024 10:09 AM | jhecks

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #				Address:		City, State:
4418	Custom G3SE Elevations			IL State Route 62 & IL State Route 25		Algonquin, IL
Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:		
84-4418-G3SE	1/8"=1'-0"	01/28/2026	JK			

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	FINISH	MANUFACTURER	SPECIFICATION	SIZE
1A	BRONZESTONE	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"X2-1/4"X15-5/8"
1B	BRONZESTONE	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2-1/4" x 8"
2A	MIDNIGHT	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"X2-1/4"X15-5/8"
2B	MIDNIGHT	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2-1/4" x 8"
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA	
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING	
5	RED POLYCARBONATE	ALLEN INDUSTRIES	NON-ILLUMINATED BAND	
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT	
7	ONYX	QUALITY STONE VENEER	STACKED STONE	
8	CUSTOM CL-60R	ALLEN INDUSTRIES	SIGNAGE 24" TALL LETTERING	13' x4'-5"

	FINISH	MANUFACTURER	SPECIFICATION	SIZE
1A	BRONZESTONE	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
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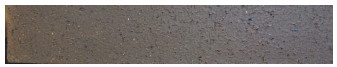
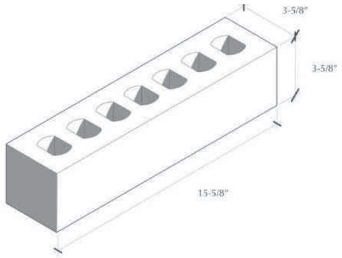
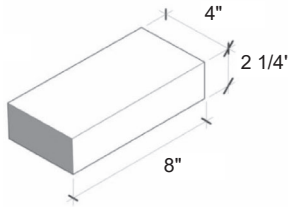
7	ONYX	QUALITY STONE VENEER	STACKED STONE	
8	CUSTOM CL-60R	ALLEN INDUSTRIES	SIGNAGE 24" TALL LETTERING	13' x4'-5"



1A & 1B
(COLOR ONLY)

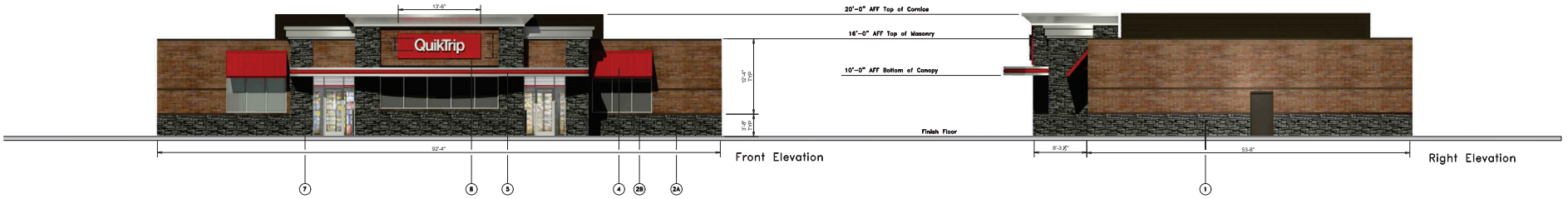


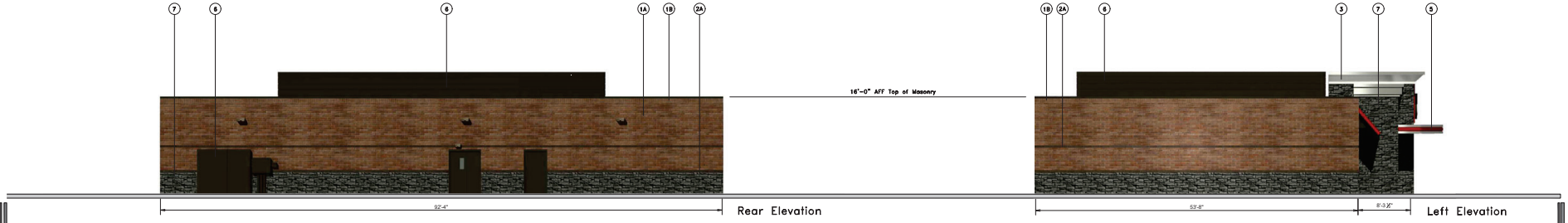
1A & 2A
(SIZE ONLY)



2B
(SIZE ONLY)

2A & 2B
MIDNIGHT
(COLOR ONLY)





QuikTrip

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Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4418	Custom G3SE Elevations	IL State Route 62 & IL State Route 25	Algonquin, IL

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
84-4418-G3SE	1/8"=1'-0"	03.10.25	JK	

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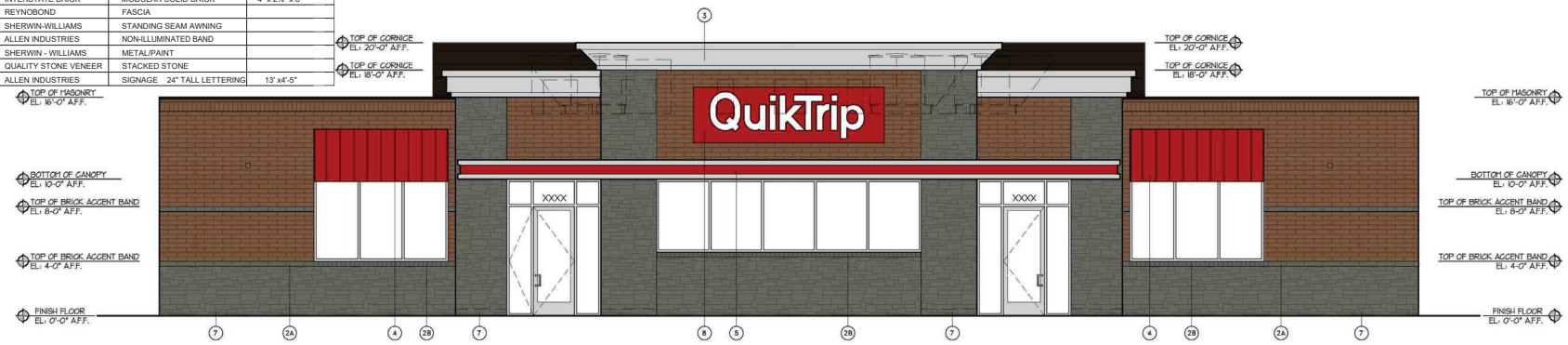

FRONT ELEVATION

3/32" = 1'-0"

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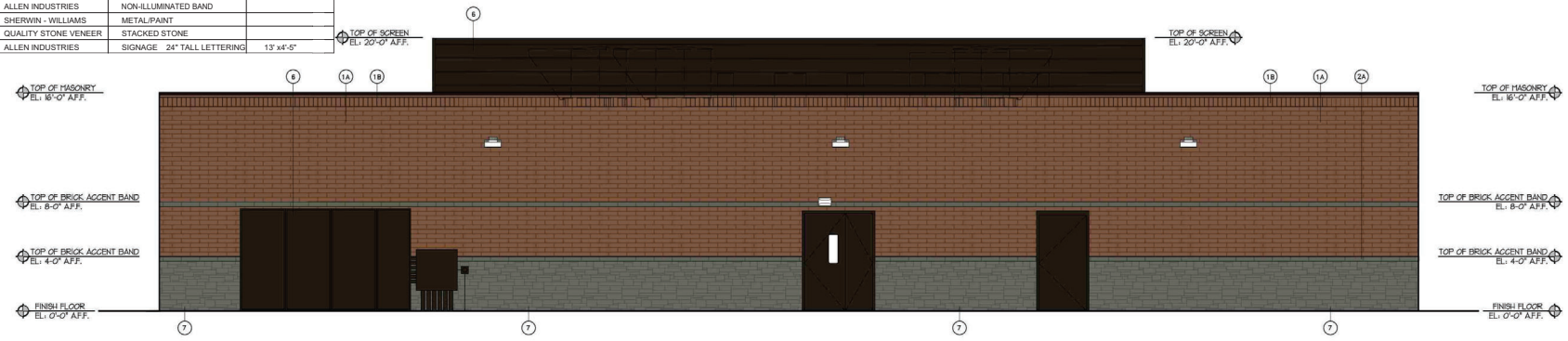
1B	BRONZESTONE	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2¼" x 8"
2A	MIDNIGHT	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
2B	MIDNIGHT	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2¼" x 8"
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA	
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING	
5	RED POLYCARBONATE	ALLEN INDUSTRIES	NON-ILLUMINATED BAND	
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT	
7	ONYX	QUALITY STONE VENEER	STACKED STONE	
8	CUSTOM CL-60R	ALLEN INDUSTRIES	SIGNAGE 24" TALL LETTERING	13' x4'-5"



REAR ELEVATION

3/32" = 1'-0"

QuikTrip

Store 4418 Algonquin, IL

84-4418-ELEVATIONS Date: 01.28.26

	FINISH	MANUFACTURER	SPECIFICATION	SIZE
1A	BRONZESTONE	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
1B	BRONZESTONE	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2¼" x 8"
2A	MIDNIGHT	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
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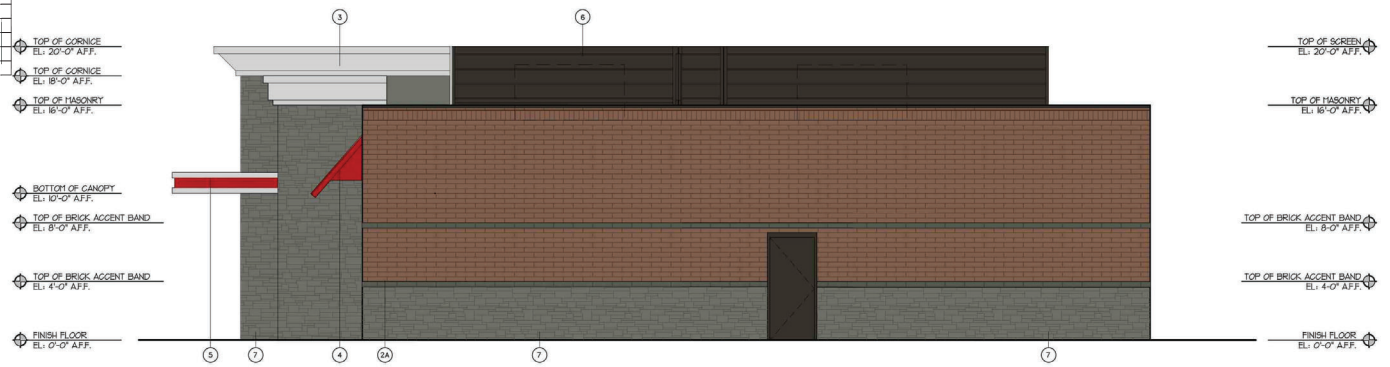
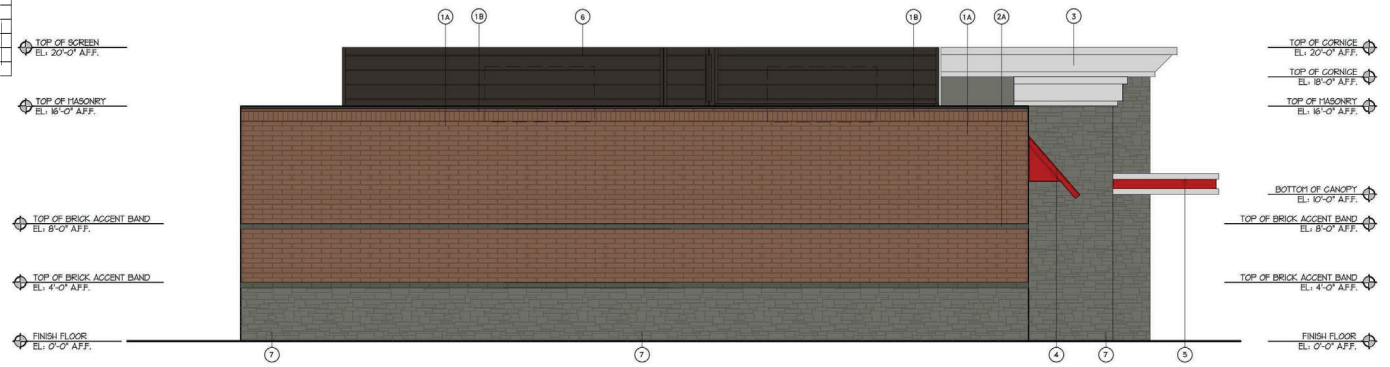
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT	
7	ONYX	QUALITY STONE VENEER	STACKED STONE	
8	CUSTOM CL-60R	ALLEN INDUSTRIES	SIGNAGE 24" TALL LETTERING	13' x4'-5"



RIGHT SIDE ELEVATION

3/32" = 1'-0"

	FINISH	MANUFACTURER	SPECIFICATION	SIZE
1A	BRONZESTONE	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
1B	BRONZESTONE	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2¼" x 8"
2A	MIDNIGHT	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
2B	MIDNIGHT	INTERSTATE BRICK	MODULAR SOLID BRICK	4" x 2¼" x 8"
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA	
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING	
5	RED POLYCARBONATE	ALLEN INDUSTRIES	NON-ILLUMINATED BAND	
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT	
7	ONYX	QUALITY STONE VENEER	STACKED STONE	
8	CUSTOM CL-60R	ALLEN INDUSTRIES	SIGNAGE 24" TALL LETTERING	13' x4'-5"



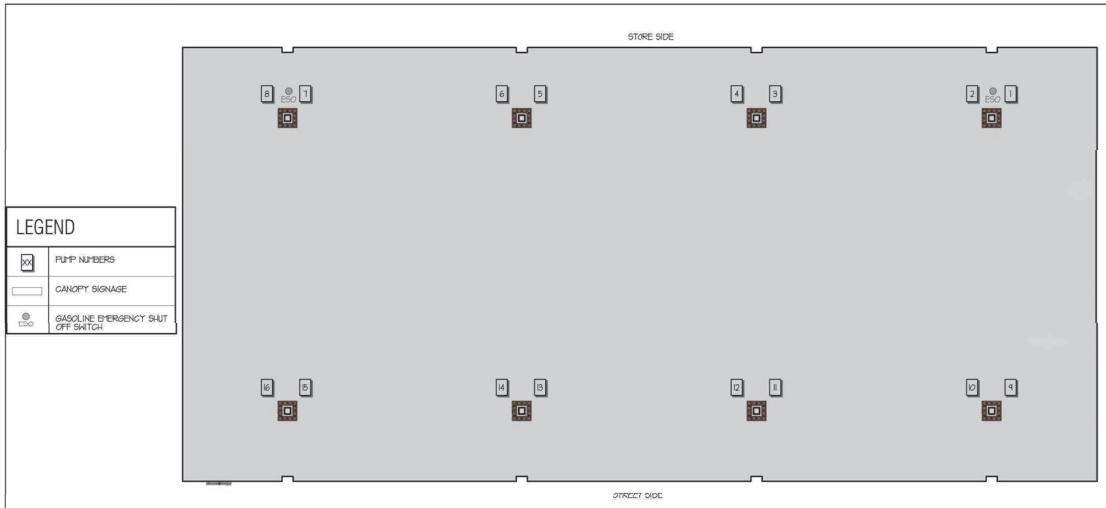
LEFT SIDE ELEVATION

3/32" = 1'-0"

QuikTrip

Store 4418 Algonquin, IL

84-4418-ELEVATIONS Date: 01.28.26



LEGEND

XX	PUMP NUMBERS
	CANOPY SIGNAGE
ESO	GASOLINE EMERGENCY SHUT OFF SWITCH

DOUBLE STACK 8 GAS CANOPY PLAN

1" = 1'-0"

	FINISH	MANUFACTURER	SPECIFICATION	SIZE
1A	BRONZESTONE	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
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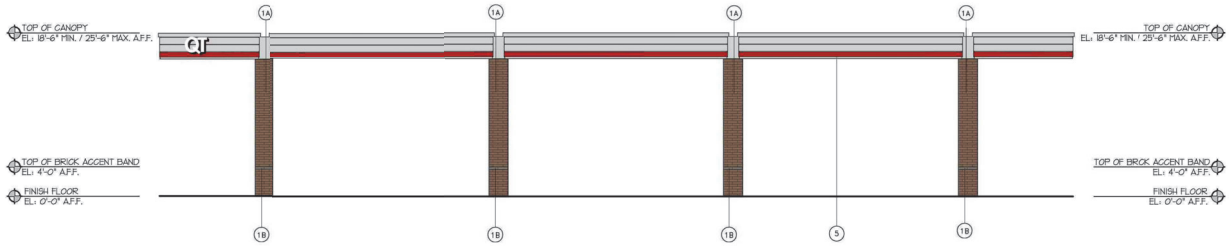
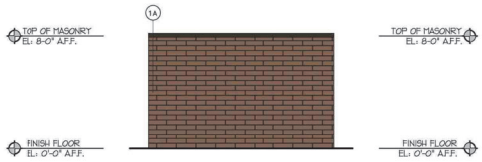


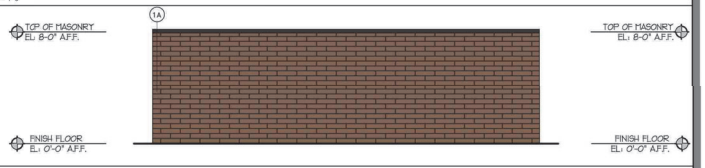
DOUBLE STACK 8 GAS CANOPY ELEVATION

1" = 1'-0"



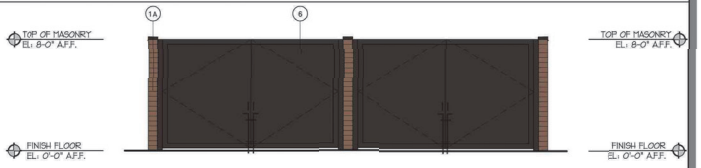
TRASH ENCLOSURE SIDE ELEVATION

1" = 1'-0"



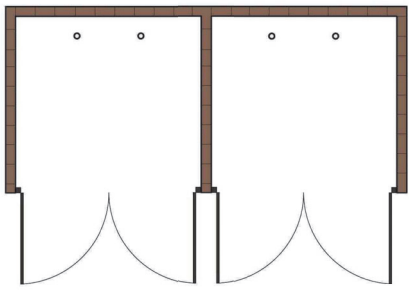
TRASH ENCLOSURE REAR ELEVATION

1" = 1'-0"



TRASH ENCLOSURE FRONT ELEVATION

1" = 1'-0"



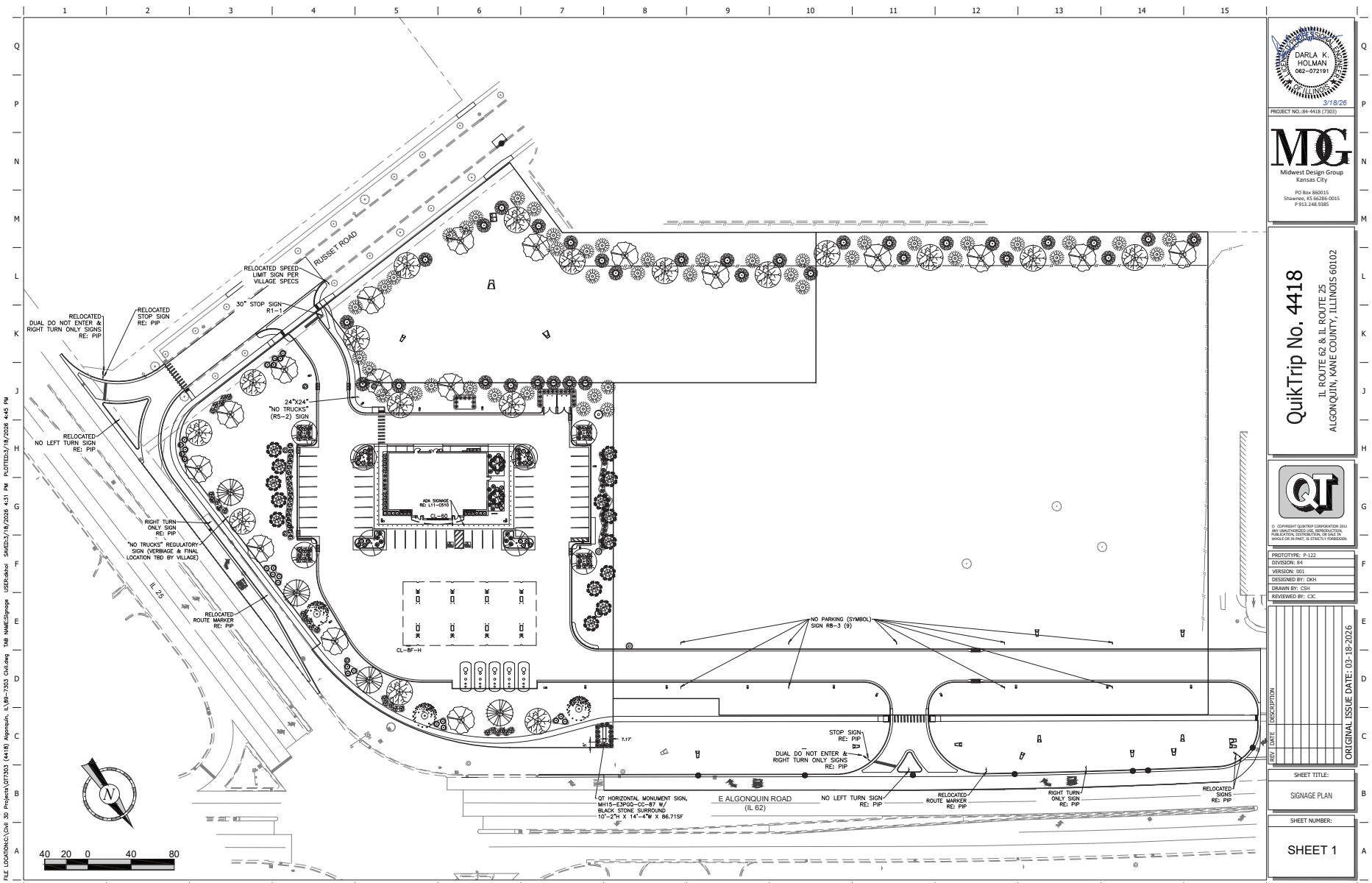
TRASH ENCLOSURE PLAN

1" = 1'-0"

QuikTrip

Store 4418 Algonquin, IL

84-4418-ELEVATIONS Date: 01.28.26



DARLA K. HOLMAN
062-072191
3/18/26

PROJECT NO.:84-4418 (7303)

Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 4418

IL ROUTE 62 & IL ROUTE 25
ALGONQUIN, KANE COUNTY, ILLINOIS 60102

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PROTOTYPE: P-122
DIVISION: 84
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: CJC

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 03-18-2026

SHEET TITLE:
SIGNAGE PLAN

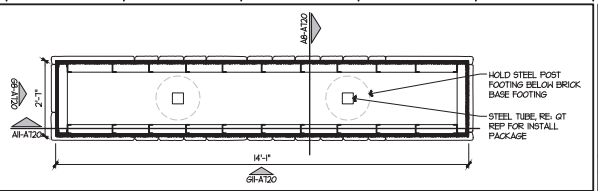
SHEET NUMBER:
SHEET 1

FILE LOCATION:G:\Civil 3D Projects\07303 (4418) Algonquin, IL\84-7303 Civil.dwg TAB NAME:Signage USER:dshol SAVED:3/18/2026 4:31 PM PLOTTED:3/18/2026 4:45 PM

M1 NOT USED
3/4" = 1'-0" XX-XXXX

N8 NOT USED
3/4" = 1'-0" XX-XXXX

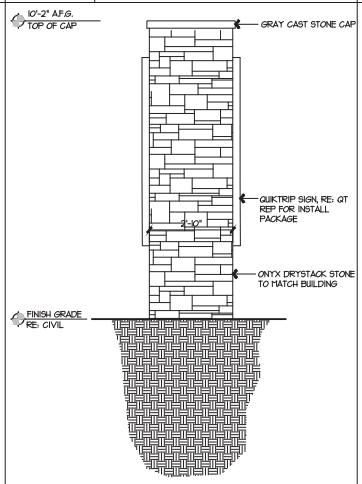
N11 PLAN
3/4" = 1'-0" RE: CIVIL

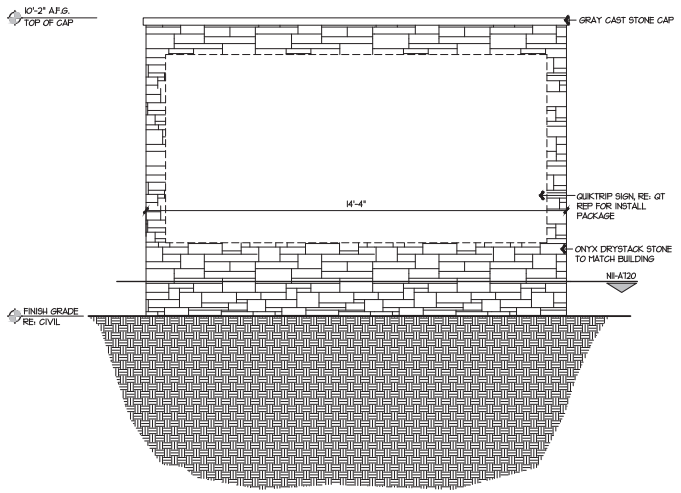


M1 NOT USED
3/4" = 1'-0" XX-XXXX

G8 MONUMENT SIGN ELEVATION
3/4" = 1'-0" N11-AT10

G11 MONUMENT SIGN ELEVATION
3/4" = 1'-0" N11-AT10

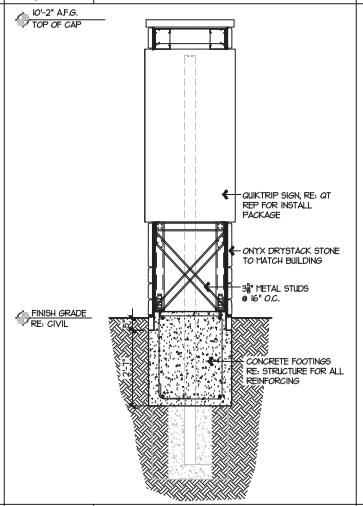


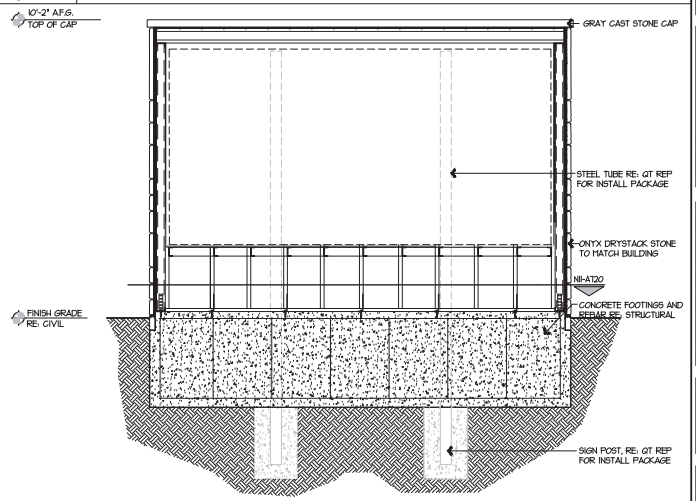


A1 NOT USED
3/4" = 1'-0" XX-XXXX

A8 MONUMENT SIGN SECTION
3/4" = 1'-0" N11-AT10

A11 MONUMENT SIGN SECTION
3/4" = 1'-0" N11-AT10





LICENSED ARCHITECT
DANIEL J LICKEL
001-018483
STATE OF ILLINOIS

SIGNATURE DATE: 07/02/2025

LICKEL ARCHITECTURE
16200 Midland Drive
Shawnee, KS 66217
(P) 913.389.7888

QuikTrip No. 4418
IL STATE ROUTE 62 & IL STATE ROUTE 25
ALGONQUIN, ILLINOIS

PROTOTYPE	P-122
DIVISION	CHICAGO
VERSION	G35E
DATE	05-01-2025

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 06/02/2025

SHEET TITLE:
MONUMENT SIGN DETAILS

SHEET NUMBER:
SHEET 2

MH15-E3PGQ-CC-87
Horizontal Monument Sign

- QT Logo
- Three (3) Product LED Gas Price Sign with Cash & Credit
- QT Kitchens
- Guaranteed Gasoline
- 86.7 Square Feet Sign Area

Notes:
1.) Engineering provided by QT.
2.) Steel supports provided by sign installer.

NOTE: Custom Flat Faced Button and Kitchens Panel Required

NOTE: Cash/Credit panel has been removed. Black panel to be installed.

Side Elevation

Front Elevation
Scale: 3/8" = 1'-0"

Color Specifications
All Paint Finishes to be Akzo Nobel

- Opaque Silver
- Translucent White
- Black - Low Gloss
- Matte White (Interior of Sign)
- Match 3M Cardinal Red #3632-53
- Match PMS 349C

Regarding Fabrication Fit & Finish of All QT Signs:

- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
- Any visible fasteners are to be countersunk and have painted heads.
- Face retainers must fit flush and have even, minimal seams.
- Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.

Allen Industries FILE NUMBER E212503 | Listed MH Electric Sign Complies with UL48 CSA C22.2 No.207 E212503 | GROUNDED ELECTRICAL CONNECTIONS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

Item #QT-MH15-E3PGQ-CC-87

Project Information

Client: QuikTrip
Location:

Sales	Design	Project Manager
House	CT	James Gentry

Date / Description

01/26/22	Issue Date
02/01/22	Rev. 1

Notes
-

Store #

4418

Declaration

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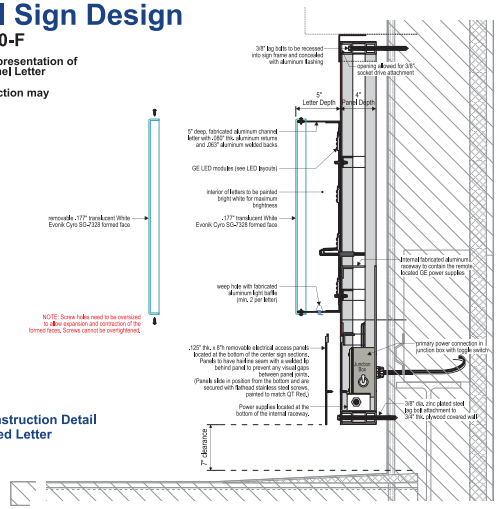
www.allenindustries.com

SHEET NUMBER:
SHEET 3

Gen III Sign Design

G3S CL-60-F

Drawing for Representation of Sign and Channel Letter Construction. Actual Construction may vary slightly.



Side View Construction Detail
LED Illuminated Letter
Scale 3/16" = 1"

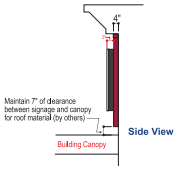
QT CL-60F-LD

Building Channel Letters
White Lettering with Red Halo

Sign Manufactured in Two (2) Equal Half Sections.

Fabricated Aluminum Wall Sign with Projected Aluminum Channel Letters Internally Illuminated White LED Formed Evonik Cyro SG-7328 Face Panels

162" x 50" = 8100 / 144 = 56.25 SF Sign Area



Front View - Sign Type CL-60F-LD - Flat Front Aluminum Wall Sign
Projected Channel Letters with White LED Illuminated LD Poly Faces & Red LED Halo

FRONT ELEVATION

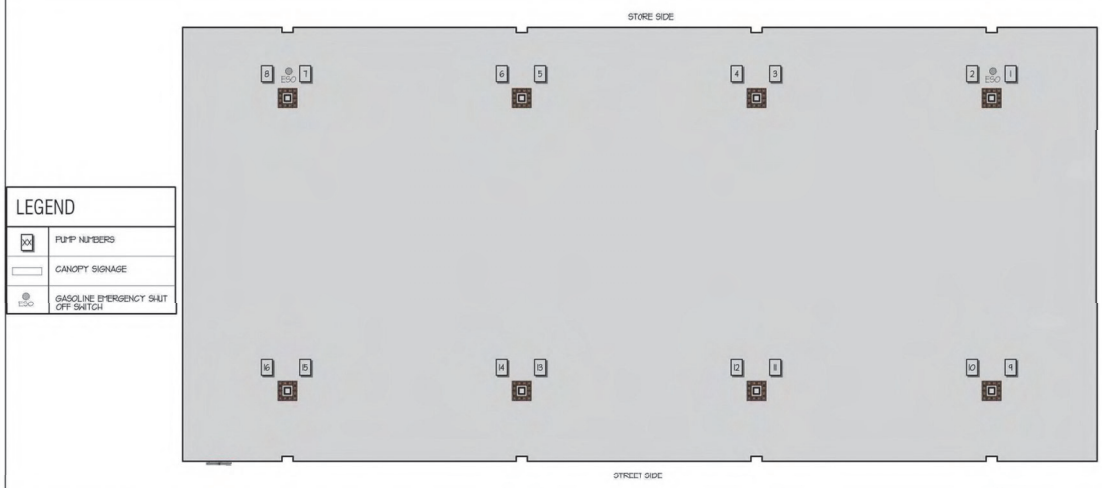
3/8" = 1'-0"

QuikTrip

Store 4418
84-4418-ELEVATIONS

Algonquin, IL
Date: 03.18.26

SHEET NUMBER:
SHEET 4



LEGEND

XX	PUMP NUMBERS
	CANOPY SIGNAGE
ESO	GASOLINE EMERGENCY SHUT OFF SWITCH

DOUBLE STACK 8 GAS CANOPY PLAN

1" = 1'-0"

	FINISH	MANUFACTURER	SPECIFICATION	SIZE
1A	BRONZESTONE	INTERSTATE BRICK	EMPEROR FACE BRICK	3-5/8"x2-1/4"x15-5/8"
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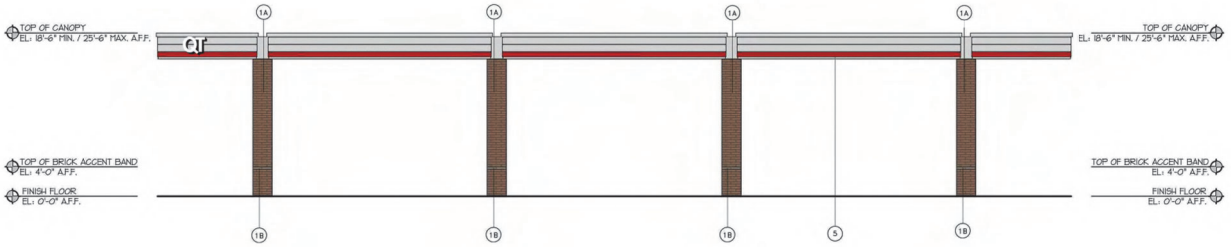
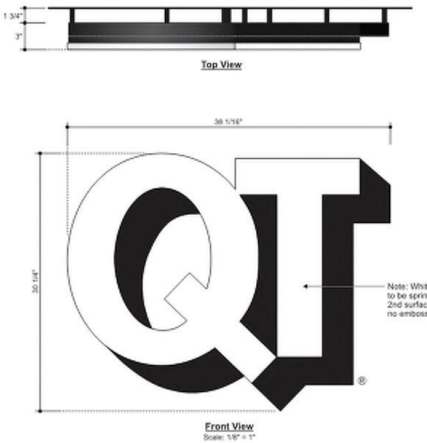
7	ONYX	QUALITY STONE VENEER	STACKED STONE	
8	CUSTOM CL-60R	ALLEN INDUSTRIES	SIGNAGE 24" TALL LETTERING	13' x4'-5"



DOUBLE STACK 8 GAS CANOPY ELEVATION

1" = 1'-0"

CHANNEL LETTERS
CL-8F-H



Color Specifications
All Paint Finishes to be Akzo Nobel
Opaque Silver
Translucent White
Black - Low Gloss
Matte White (Interior of Sign)

Letters
4" deep Channel Letters, 3/16" formed Cyro Translucent White face, Aluminum Construction. Letter Returns painted Benjamin Moore 2134-30 Iron Mountain. Drop shadow portions of QT logo are 2" deep, painted Akzo Noble Opaque Black. Internally illuminated with GE Tetra MiniMax 65K White/GE PS12-60 Power Supplies. Halo backlit illuminated with Red GE Tetra MiniMax/GE PS12-60 Power Supplies. Letters are projected 2" off back panel with Lag Bolts.

QuikTrip

Store 4418 Algonquin, IL
84-4418-ELEVATIONS Date: 03.18.26

SHEET NUMBER:
SHEET 5

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M. Knapp, AICP, Director
Stephanie Barajas, Planner

DEPARTMENT: Community Development Department

SUBJECT: Consider a Request to Approve a Final Planned Development and Issue a Special Use Permit to Allow a Drive-Through and Open-Air Dining for Dutch Bros Coffee

---

ACTION REQUESTED:
Eric Pedersen, of Keystone Planning + Design, the "Petitioner", is requesting approval of a Final Planned Development and issuance of a Special Use Permit for a Drive-Through and Open-Air Dining for Dutch Bros Coffee located at 541 South Randall Road, the "Subject Property."

PLANNING & ZONING COMMISSION REVIEW:
The Planning and Zoning Commission reviewed the Request at its April 13, 2026, meeting.

There was no public comment. After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval of a Final Planned Development and the issuance of a Special Use Permit to allow a Drive-Through and Open-Air Dining, as outlined in the staff report for case PZ-2025-08, and subject to staff's recommended conditions.

DISCUSSION:
The Petitioner submitted revised plans after the Planning & Zoning Commission meeting in response to staff's review comments. The conditions have been updated to reflect the revised plans. Specific details about this development can be found in the Planning & Zoning Staff Report attached as "Exhibit A".

STAFF RECOMMENDATION:
Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Final Planned Development and Issuance of a Special Use Permit to allow a Drive-Through and Open-Air Dining for Dutch Bros Coffee at 541 South Randall Road, subject to the following conditions and final staff approval:

a. The Final Engineering Plans, as prepared by Wolf Pack Consulting, LLC, and last revised March 26, 2026;

b. The Site Dimensional Plan, as prepared by Wolf Pack Consulting, LLC, and last revised March 26, 2026;

c. The Architectural Plans, as prepared by Keystone Planning + Design, and last revised April 9, 2026. The building and trash enclosure shall be constructed with full-face brick on all exterior elevations, with the exception of the beige stone along the base and on the tower portions of the building. EIFS shall not be used in place of the stone. No tube lighting is allowed on the building, canopy, or poles. The outside speaker system shall not be audible beyond the Subject Property;

d. The Landscape Plan, as prepared by Wolf Pack Consulting, LLC, and last revised February 14, 2026;

e. The Photometric Plan, as prepared by Villa Lighting, and last revised December 15, 2025. Light levels shall be compliant with the Village's Dark Sky Requirements. Village Staff shall have the right to review light levels and require adjustments if light levels are deemed inappropriate;

f. The Sign Plan, as prepared by Principle, and last revised April 20, 2026. Signage shall conform to the Village's Sign Code. The "coffee" portion of the wall sign shall be permitted. The Sign Plan shall be revised to include the proposed wall menu signs. The following signs shall be prohibited at all times: inflatable signs, flags, pennants, or any other temporary or portable signs. A banner can be placed on the building after a sign permit is issued and the banner is subject to the regulations outlined in the Sign Code. Lots 1 and 2 of the 501 South Randall Road Subdivision, shall share a common monument sign;

g. The Traffic Management Plan, as prepared by Dutch Bros. The plan is subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary;

h. Outdoor displays, storage, and/or sales, including ice boxes, trash carts, and serving carts, shall be prohibited. Items related to traffic control shall be stored inside the building when not in use;

i. Outdoor furniture in the outdoor patio area shall be black, metal furniture. Umbrellas shall be a solid color and not include advertising.

ATTACHMENTS:

Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2025-08
Exhibit B. DRAFT Minutes from the April 13, 2026, Planning & Zoning Meeting
Exhibit C. Topographic Survey
Exhibit D. Engineering Plans
Exhibit E. Site Plan
Exhibit F. Architectural Plans
Exhibit G. Landscape Plan
Exhibit H. Photometric Plan
Exhibit I. Sign Plan
Exhibit J. Traffic Management Plan

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

Case Number:	PZ-2025-08
Memo Date:	April 10, 2026
Public Hearing Date:	April 13, 2026
Property Address/Location:	541 South Randall Road/ Southwest Corner of Gaitsch Drive and Broadsmore Drive
Petitioner/Property Owner:	Eric Pedersen, Keystone Planning + Design/ Golden Eagle IL LLC

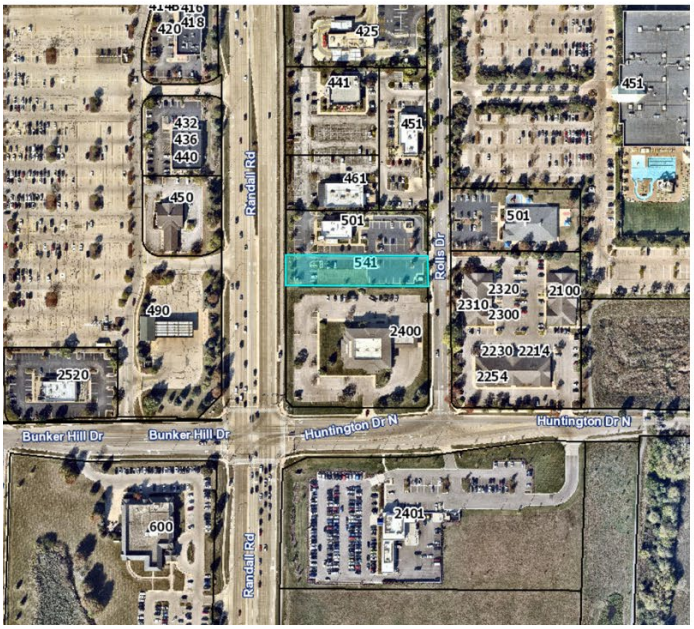
REQUEST SUMMARY

Eric Pedersen, of Keystone Planning + Design, the "Petitioner", applied for approval of a Final Planned Development and for issuance of a Special Use Permit for a Drive-Through and Open-Air Dining for Dutch Bros Coffee located at 541 South Randall Road, referred to herein as the "Subject Property".

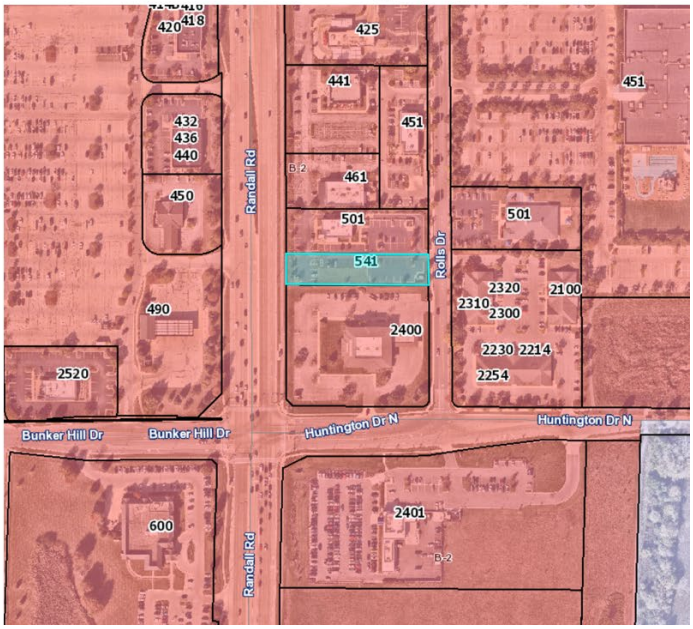
BACKGROUND

Site Information

Location



Zoning



Existing Zoning:	B-2 Business, General Retail, PUD	**Existing Land Use:**	Undeveloped
		Proposed Land Use:	Restaurant
Property Size:	30,548.38 sq. ft./ 0.7 acres	**PIN(s):**	19-29-351-026
Surrounding Zoning & Land Use	**North:**	B-2 Business, General Retail – Restaurant	
	East:	B-2 Business, General Retail – Office/Medical	
	South:	B-2 Business, General Retail – Bank	
	West:	B-2 Business, General Retail – Shopping Center	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

Property History

The Subject Property was annexed into the Village in the 1980s as part of the "Kaper Property", which included property on both sides of Randall Road between Algonquin Road and Huntington Drive. The Subject Property has been subject to several resubdivisions and preliminary planned developments as the surrounding area has been built out. The most recent

resubdivision, known as the 501 South Randall Road Resubdivision, was approved in 2015 through Ordinance 2015-O-39, *An Ordinance Approving A Final PUD, Final Plat Of Resubdivision, And Issuing A Special Use Permit For Buona Restaurant*. This resubdivision created Lot 1 for the Buona Restaurant and Lot 2 for a future retail or restaurant building. In anticipation of future development, a building pad and parking lot were constructed on Lot 2 at that time. Cross-access and cross-parking easements were also established between Lot 1 and Lot 2 as part of that approval.

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner's request, subject to the conditions listed in the report, as the request conforms to the Village's Comprehensive Plan and Future Land Use Plan.

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

The Petitioner requests approval of a Final Planned Development and for issuance of a Special Use Permit for a Drive-Through and Open-Air Dining for Dutch Bros Coffee. Dutch Bros Coffee is a drive-through coffee restaurant operating daily from 5:00 am to 11:00 pm. The development will include a freestanding single-story restaurant building, a walk-up window, an outdoor patio area, and related site improvements, including a two-lane drive-through with a partial bypass lane, an access drive to the bank property immediately to the south, outdoor lighting, and landscaping.

Site Plan & Engineering

Site Access & Circulation

The primary access to the Subject Property is a shared access drive on Rolls Drive, serving both the Subject Property and the adjacent Buona restaurant, with a secondary internal connection to the existing development to the north. A third internal access drive will be constructed at the southwest corner of the Subject Property, providing a connection to the bank property to the south. Two pedestrian connections will also be provided: one to the Randall Road multi-use path and one to the public sidewalk along Rolls Drive.

Parking

The proposed site plan includes twenty-one (21) parking stalls, one (1) of which is ADA accessible, exceeding the Village's minimum parking requirement by two (2) stalls. Three (3) stalls will be designated for mobile order pick-up. The Petitioner has indicated that the drive-through is anticipated to serve the majority of customers and that Dutch Bros Coffee operates during peak hours that differ from those of Buona, reducing the likelihood of parking conflicts between the two uses. Buona will lose three parking spaces due to the reconfiguration of the access drive. The ADA spaces serving Buona will be relocated and remain ADA compliant.

Stormwater Management

Stormwater management for the Subject Property was addressed during the original construction of Buona and no additional stormwater improvements are required.

Stacking

The drive-through design features a dual-lane that reduces to a single lane at the service window, with a partial bypass lane provided. The drive-through accommodates a queue of up to thirty (30) vehicles. The Petitioner has submitted a stacking and traffic control plan outlining procedures for grand opening traffic and future promotional events. This plan was presented to the Police Department and they were generally supportive. Staff is recommending a condition of approval prohibiting vehicle queuing on any public roadway.

Landscape & Photometric Plan

The landscape plan includes a mix of trees, shrubs, and other plant material along the perimeter of the Subject Property, within and around the parking lot, and along portions of the building foundation. Several existing trees are proposed to remain. Instead of turf grass, areas outside of landscape beds will be planted with a sedum mix as an alternative ground cover.

The existing parking lot light poles will be relocated to accommodate the revised parking configuration. Staff recommends a condition of approval requiring that all site lighting comply with the Village's Dark Sky requirements, which mandate fully downcast fixtures and limit light spillover onto adjacent properties.

Building Elevations
The proposed building is a 1,264-square-foot single-story structure with a ten-foot (10') by twenty-eight-foot (28') canopy covering the outdoor patio area. The building exterior will be constructed with full-face red brick (Belden Belcrest 560 and Belden Red Rubigo Smooth), beige stone, and blue metal cornices at the tower elements. A thirty-four-inch (34") stone base will be provided on all elevations and on the full extent of the tower portions of the building.

The patio canopy will be supported by red brick columns matching the building exterior and will feature a dark gray metal roof. Light gray metal awnings will be installed on the north and east elevations. An awning on the south elevation is not permitted, as it would encroach into an existing utility easement.

Walk Up Window
The proposed building will include a walk up window on the west side of the building. Customers will be able to place and pick up orders from this window. At this time, there is no outdoor funiture proposed on the outdoor patio area. Staff proposed a condition that if outdoor furniture is ever added in the future to the outdoor paito area, the furniture shall be black, metal furniture.

Sign Plan
The principal wall sign on the west elevation will be an internally illuminated channel letter sign. The secondary wall sign on the east elevation will be an internally illuminated logo sign. The directional signs will be blue and shall comply with the size requirements of the Village's Sign Code. The monument sign panels will be incorporated into the existing Buona monument sign structure.

In addition to the above signage, the Petitioner proposes the installation of two (2) backlit freestanding menu board signs in the drive-through lanes and two (2) backlit wall menu board signs on the building. One menu board sign is proposed within an existing utility easement and is subject to review and approval by the Village's Public Works Department prior to installation.

Next Steps
The Final PUD and Special Use Permit request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for consideration of approval.

FINDINGS OF FACT

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.

STAFF RECOMMENDATION

Staff recommends approval of a Final Planned Development and issuance of a Special Use Permit for a Drive-Through and Open-Air Dining located at 541 South Randall Road, consistent with the findings of fact outlined in this report, and subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission with the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Planned Development and issuance of a Special Use Permit for a Drive-Through and Open-Air Dining for Dutch Bros Coffee located at 541 South Randall Road, as outlined in the staff report for case PZ-2025-08 dated April 10, 2026, subject to the following conditions and final staff approval:

a. The Final Engineering Plans, as prepared by Wolf Pack Consulting, LLC, and last revised February 19, 2026;

b. The Site Dimensional Plan, as prepared by Wolf Pack Consulting, LLC, and last revised March 26, 2026;

c. The Architectural Plans, as prepared by Keystone Planning + Design, and last revised February 13, 2026. The building and trash enclosure shall be constructed with full-face brick on all exterior elevations, with the exception of the beige stone along the base and on the tower portions of the building. EIFS shall not be used in place of the stone. No tube lighting is allowed on the building, canopy, or poles. The outside speaker system shall not be audible beyond the Subject Property;

d. The Landscape Plan, as prepared by Wolf Pack Consulting, LLC, and last revised February 14, 2026;

e. The Photometric Plan, as prepared by Villa Lighting, and last revised December 15, 2025. Light levels shall be compliant with the Village's Dark Sky Requirements. Village Staff shall have the right to review light levels and require a change if deemed inappropriate light levels;

f. The Sign Plan, as prepared by Principle, and last revised February 14, 2026. Signage shall conform to the Village's Sign Code. The "coffee" portion of the wall sign shall be permitted. The Sign Plan shall be revised to include the proposed wall menu signs. The following signs shall be prohibited at all times: inflatable signs, flags, pennants, or any other temporary or portable signs. A banner can be placed on the building after a sign permit is issued and the banner is subject to the regulations outlined in the sign code. Lots 1 and 2 of the 501 South Randall Road Subdivision, shall share a common monument sign;

g. The Traffic Management Plan, as prepared by Dutch Bros. The plan is subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary;

h. Outdoor displays, storage, and/or sales, including ice boxes, trash carts, and serving carts, shall be prohibited. Items related to traffic control shall be stored inside the building when not in use;

i. Outdoor furniture in the outdoor paito area shall be black, metal furniture. Umbrellas shall be a solid color and not include advertising."

I concur:

Patrick M Knapp, AICP
Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact
- Exhibit B. Topographic Survey
- Exhibit C. Engineering Plan
- Exhibit D. Site Plan
- Exhibit E. Architectural Plans
- Exhibit F. Landscape Plan
- Exhibit G. Photometric Plan
- Exhibit H. Sign Plan
- Exhibit I. Traffic Management Plan

EXHIBIT A – STANDARDS & FINDINGS OF FACT

Special Use Standards – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following requirements:

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
3. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Petitioner Response:
See Narrative.

Staff Response:

The proposed drive-through coffee restaurant and open-air dining uses are appropriate and desirable in this location and will be compatible with both the Comprehensive Plan designation and surrounding uses.

Village of Algonquin
COMMUNITY DEVELOPMENT DEPARTMENT
(847) 658-2700 | permits@algonquin.org | www.algonquin.org
2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

APRIL 13, 2026

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Szpekowski
- Commissioner Sturznickel

Member Absent: Commissioner Neuhalfen

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

Chair Patrician asked for approval of the March 9, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2025-08 – Consideration of a Request to Approve a Final Planned Development and Issue a Special Use Permit to Allow a Drive-Through and Open-Air Dining for Dutch Bros Coffee

Planner Barajas confirmed that the public notice requirement was completed.

Eric Pedersen, of Keystone Planning + Design, the Petitioner representing Dutch Bros Coffee, gave a digital presentation to the Planning & Zoning Commission and requested a positive recommendation. Timothy Hague of Keystone Planning + Design was also present.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission, stating that Staff supports the request, subject to the conditions outlined in the Staff Report.

Commissioner Bumbales asked if the building was prefabricated or traditionally constructed. Mr. Pedersen responded that it will be traditionally constructed. Commissioner Bumbales asked about hours of operation. Mr. Pedersen responded that the hours are from 5:00 a.m. to 11:00 p.m.

Commissioner Szpekowski asked for clarification on the walk-up window. Mr. Pedersen explained that the walk-up window is located on the west side, opposite the drive-through window. Commissioner Szpekowski asked whether there is a bypass lane in the drive-through and if there are any barriers between lanes. Mr. Pedersen explained that there is a short bypass area at the end of the drive-through and that the area between the lanes is striped. He added that the drive-through queue typically moves quickly and that it is unlikely that customers would want to leave once they have entered it. Director Knapp added that the striped area between the lanes is where employees will stand to take orders.

Commissioner Rasek asked for clarification on the size and capacity of the outdoor dining area. Mr. Pedersen explained that Dutch Bros is not currently proposing outdoor seating, but is requesting advance approval for the future. He further explained that the capacity depends on the number and size of the tables. Commissioner Rasek then asked if Buona Beef still owned the property. Mr. Hague responded that Buona still owns the property and has partnered with Keystone Planning + Design to develop the property. He added that the property would then be leased to Dutch Bros. Commissioner Rasek then inquired about the construction timeline. Mr. Pedersen responded that they are hoping to construct and open this year.

Commissioner Laipert asked about food options. Mr. Pedersen responded that they have limited food options, with beverages being the main focus of the business. Commissioner Laipert asked whether the outdoor canopy would be constructed, even with no initial outdoor seating options. Mr. Pedersen responded that this was correct.

Commissioner Sturznickel asked whether this development and the 7 Brew Coffee to the north could cause traffic issues. Director Knapp responded that both locations are on different

blocks and that 7 Brew Coffee has rarely had issues with blocking the road. He added that the Police Department has reviewed the plans for this site, taking into account the 7 Brew Coffee site, and has no concerns. Commissioner Sturznickel commented that the Dutch Bros Coffee site is on the opposite side of the road from morning traffic. Mr. Pedersen explained that the morning is the busiest time of day and that southbound traffic still has easy access into the site.

Chair Patrician asked about the parking evaluation for drive-through only restaurants. Planner Barajas explained that the calculation is based on building size for all restaurant types. She added that drive-through only restaurants were likely not common when the parking calculation section of the code was drafted. Chair Patrician asked about the percentage of drive-through customers compared to walk-up customers. Mr. Pedersen responded that at least 80% of customers used the drive-through.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Commissioner Szpekowski asked if there were menus for ordering. Mr. Pedersen responded that there are two menu boards in the drive-through.

Commissioner Rasek asked about the closest Dutch Bros location. Mr. Pedersen responded that the closest location is in Crown Point, Indiana, but that there are several in the development process.

Chair Patrician asked for a motion. A motion was made by Commissioner Szpekowski and seconded by Commissioner Bumbales to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Planned Development and issuance of a Special Use Permit for a Drive-Through and Open-Air Dining for Dutch Bros Coffee located at 541 South Randall Road, as outlined in the staff report for case PZ-2025-08 dated April 10, 2026, and subject to final staff approval. The motion carried (6-0).

DRAFT

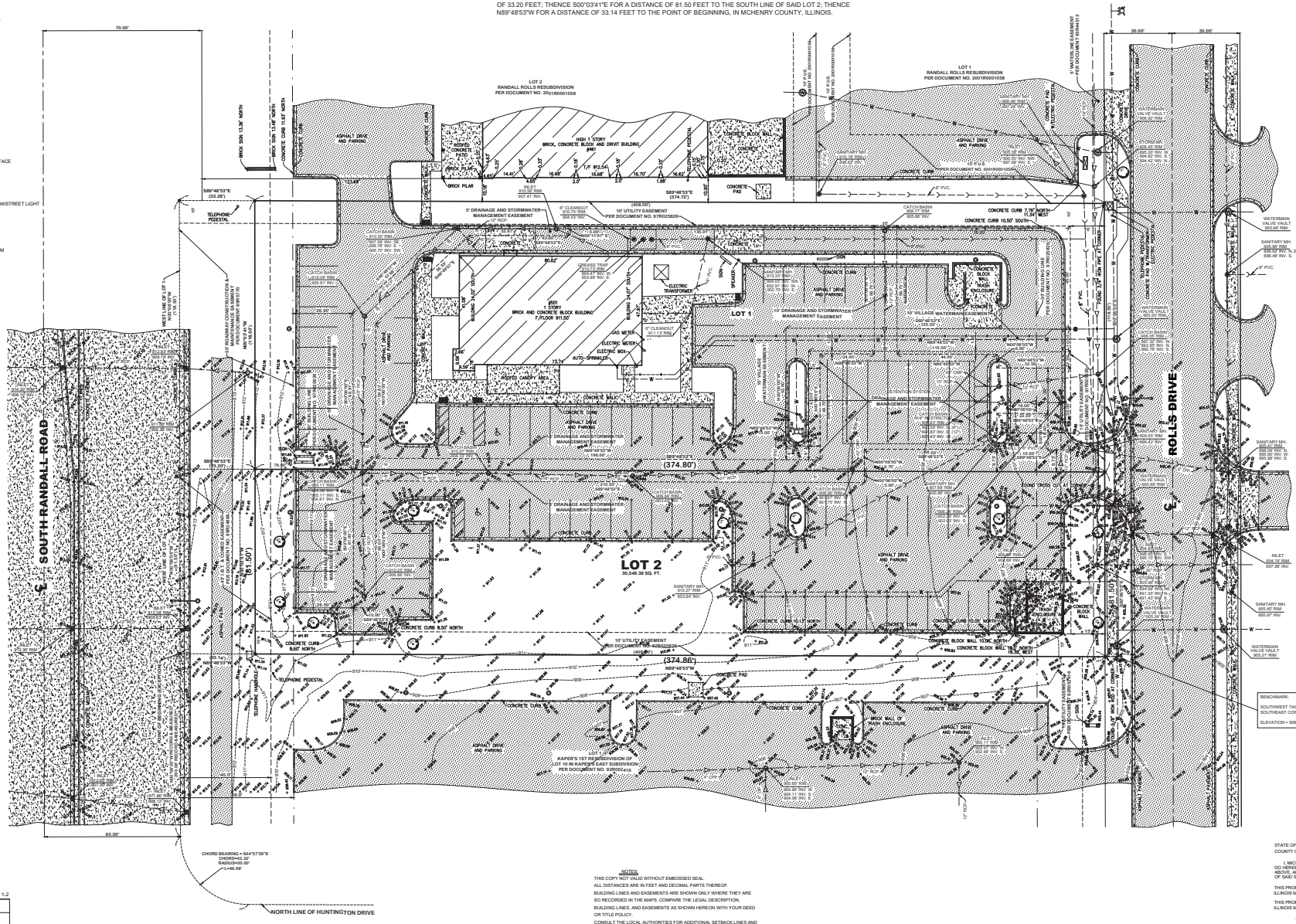
WOLF PACK CONSULTING, LLC
BOUNDARY AND TOPOGRAPHIC SURVEY

LOT 2 IN 501 SOUTH RANDALL ROAD RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N00°06'05"W ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 81.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°48'53"E ALONG THE NORTH LINE OF SAID LOT 2 FOR A DISTANCE OF 33.20 FEET; THENCE S00°03'41"E FOR A DISTANCE OF 81.50 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE N89°48'53"W FOR A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Wolf Pack CONSULTING, LLC
418 South Cass Avenue, Westmont, IL 60559
Office: (815) 436-8520 ♦ wolfpackdg.com
Illinois Professional Design Firm No. 184-007246

LEGEND

- MONUMENT FOUND/SET
- (50.0') RECORD DIMENSION
- D.E. DRAINAGE EASEMENT
- P.U. & D.E. PUBLIC UTILITY EASEMENT
- 768.47 x EXISTING SPOT GRADE
- 770 EXISTING CONTOUR
- STORM SEWER INLET
- STORM SEWER MANHOLE-INLET
- STORM SEWER FLARED END-SECTION
- SANITARY MANHOLE
- COMBINATION MANHOLE
- FIRE HYDRANT
- WATERMAIN VALVE VAULT MH.
- WATERMAIN VALVE BOX
- WATERMAIN B-BOX
- UTILITY POLE
- STORM SEWERLINE
- SANITARY SEWERLINE
- COMBINATION SEWERLINE
- WATERMAIN LINE
- OVERHEAD WIRES
- TELEPHONE LINE
- ELECTRIC LINE
- CABLE TV. LINE
- GAS LINE
- T/F TOP OF FOUNDATION
- F/F FINISHED FLOOR
- B/S BOTTOM OF SIDING
- B/L BRICK LEDGE
- G/F GARAGE FLOOR
- EM ELECTRIC METER
- GM GAS METER
- TNI TELEPHONE NETWORK INTERFACE
- SD SUMP PUMP DISCHARGE
- DOWNSPOUT INTO DRAINTILE
- DOWNSPOUT/DIRECTION
- SIGN
- A/C UNITS
- CONCRETE LIGHT POLE BASE W/STREET LIGHT
- STREET LIGHT BASE
- STREET LIGHT HANDHOLE
- ELECTRIC OUTLET BOX
- ELECTRIC MANHOLE
- TRAFFIC CONTROL SIGNAL
- TRAFFIC CONTROL SIGNAL/ARM
- GAS PIPELINE MARKER
- WW WINDOW WELL
- BOLLARD
- TREE AND SIZE
- MULTIPLE TRUNK TREE



BENCHMARK:
SOUTHWEST TAG BOLT OF FIRE HYDRANT OPPOSITE THE SOUTHEAST CORNER OF LOT 11 AS SHOWN HEREON.
ELEVATION = 905.54' (NAVD 88)

MICHAEL J. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

MY LICENSE EXPIRES NOVEMBER 30, 2024

NOTES:
THIS COPY NOT VALID WITHOUT EMBOSSED SEAL.
ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. COMPARE THE LEGAL DESCRIPTION, BUILDING LINES, AND EASEMENTS AS SHOWN HEREON WITH YOUR DEED OR TITLE POLICY.
CONSULT THE LOCAL AUTHORITIES FOR ADDITIONAL SETBACK LINES AND RESTRICTIONS NOT SHOWN HEREON. COMPARE ALL POINTS PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES AT ONCE.
DO NOT ASSUME DISTANCES FROM SCALED MEASUREMENTS MADE HEREON.

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, MICHAEL J. NELSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

WESTMONT, ILLINOIS APRIL 4, 2023

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3095
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007246-0010 EXPIRES 04/30/2025
FIELD WORK COMPLETED ON APRIL 4, 2023

APRIL 4, 2023 BOUNDARY/TOPO LOT 2
NOVEMBER 21, 2016 AS-BUILT UTILITIES LOTS 1-2

PREPARED FOR:	KEYSTONE VENTURES		
DATE:	APRIL 4, 2023		
SCALE:	1"=20'	DRAWN BY:	MJN.
JOB#	15-124-ASB	FLD. BK/PG:	1-80

DUTCH BROS

541 SOUTH RANDALL ROAD
ALGONQUIN, ILLINOIS

FINAL ENGINEERING PLANS

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		LIGHT STANDARD/DOUBLE LIGHT STANDARD
		WATER VALVE VAULT
		WATER VALVE BOX
		FIRE HYDRANT
		BUFFALO BOX
		SANITARY MANHOLE
		SANITARY CLEANOUT
		FLARED END SECTION
		STORM INLET
		STORM CATCH BASIN
		STORM MANHOLE
		STORM CLEANOUT
		STORM SEWER PIPE
		SANITARY SEWER PIPE
W	W	WATER MAIN PIPE
FM	FM	FORCEMAIN PIPE
		COMBINED SEWER
		STORM SEWER SERVICE
		SANITARY SEWER SERVICE
		WATER MAIN SERVICE
615.90 / 610.20	615.90 / 610.20	SANITARY RIM ELEVATION / SANITARY INVERT ELEVATION
616.50	616.50 / 28HDE	WATER GRADE RING ELEVATION / WATER STATION LOCATION
615.90 / 606.20	615.90 / 606.20	STORM RIM ELEVATION / STORM INVERT ELEVATION
	XX	PROPOSED SANITARY STRUCTURE LABEL
	PH-XX	PROPOSED WATER STRUCTURE LABEL
	XX	PROPOSED STORM STRUCTURE LABEL
		PROPOSED RETAINING WALL
		CURB AND GUTTER
		DEPRESSED CURB AND GUTTER
		REVERSE CURB AND GUTTER
		SIDEWALK
		SWALE FLOW ARROW
		DRAINAGE ARROW
		OVERLAND FLOW
76	76	1 FOOT CONTOURS
		ACCESSIBLE CURB RAMP

ABBREVIATIONS

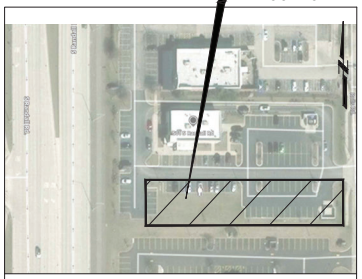
ADJ.	ADJUST	E	ELECTRIC	MH	STORM MANHOLE	RT	RIGHT
AGG.	AGGREGATE GRAVEL	E-E	EDGE TO EDGE	MIN.	MINIMUM	SAN	SANITARY SEWER
B.A.M.	BIT. AGG. MIXTURE	ELEV.	ELEVATION	NWL	NORMAL WATER LEVEL	SF	SQUARE FOOT
B-B	BACK TO BACK	E/P	EDGE OF PAVEMENT	O.D.	OPEN LID	SHLD.	SHOULDER
B/P	BOTTOM OF PIPE	EX.	EXISTING	P.E.	PRIVATE ENTRANCE	SL	STREET LIGHT
B/WALL	GROUND AT BOTTOM OF WALL	F.E.	FIELD ENTRANCE	PERF.	PERFORATED	SMH	SANITARY MANHOLE
B.B.	BUFFALO BOX	F-F	FACE TO FACE	PC	POINT OF CURVE	ST	STORM SEWER
BIT.	BITUMINOUS CONCRETE	FF	FINISHED FLOOR	P.C.C.	PORTLAND CEMENT CONCRETE	STA.	STATION
BM	BENCHMARK	FES	FLARED END SECTION	PCC	POINT OF COMPOUND CURVE	STD	STANDARD
B.O.	BY OTHERS	FH	FIRE HYDRANT	PGL	PROFILE GRADE LINE	SW	SIDEWALK
C.E.	COMMERCIAL ENTRANCE	F/L	FLOW LINE	PI	POINT OF INTERSECTION	SY	SQUARE YARDS
CB	CATCH BASIN	FM	FORCE MAIN	PL	PROPERTY LINE	TBR	TO BE REMOVED
CL	CENTERLINE	G	GROUND	PP	POWER POLE	T	TELEPHONE
CLID	CLOSED LID	GAS	GAS	PROP.	PROPOSED	T-A	TYPE A
CMP	CORRUGATED METAL PIPE	GU	GUTTER ELEVATION	PT	POINT OF TANGENCY	TC	TOP OF CURB
CNTRL	CONTROL	GW	GUY WIRE	PVC	POLYVINYL CHLORIDE PIPE	T/F	TOP OF FOUNDATION
C.O.	CLEAN OUT	H.C.	HANDICAP	P.V.C.	POINT OF VERTICAL CURVE	T/P	TOP OF PIPE
CONC.	CONCRETE	HDWL	HEADWALL	PVI	POINT OF VERTICAL INTERSECTION	T/W	TOP OF WALK
CY	CUBIC YARD	HH	HANDHOLE	PVT	POINT OF VERTICAL TANGENCY	T/WALL	TOP OF WALL
D	DITCH	HWL	HIGH WATER LEVEL	P	PAVEMENT	TEMP	TEMPORARY
DIA.	DIAMETER	INL	INLET	R	RADIUS	TRANS	TRANSFORMER
DIP	DUCTILE IRON PIPE	INV.	INVERT	R.O.W.	RIGHT-OF-WAY	V.B.	VALVE BOX
DIWM	DUCTILE IRON WATER MAIN	IP	IRON PIPE	RCP	REINFORCED CONCRETE PIPE	V.V.	VALVE VAULT
DT	DRAIN TILE	MAX.	MAXIMUM	REM	REMOVAL	WL	WATER LEVEL
D.S.	DOWN SPOUT	MB	MAILBOX	RR	RAILROAD	WM	WATER MAIN

CONTACT JULIE AT 811
OR 800-892-0123

48 HOURS (2 working days) BEFORE YOU DIG

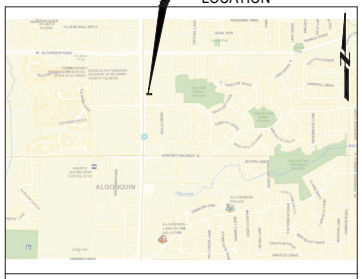
NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PROJECT LOCATION



AERIAL MAP N.T.S.

PROJECT LOCATION



VICINITY MAP N.T.S.

INDEX OF DRAWINGS

SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS AND SITE DEMOLITION PLAN
C3.0	SITE DIMENSIONAL PLAN
C3.1	PAVING PLAN
C4.0	SITE UTILITY PLAN
C5.0	SITE GRADING & EROSION CONTROL PLAN
C6.0	CONSTRUCTION DETAILS
C6.1	CONSTRUCTION DETAILS
C7.0	GENERAL NOTES & SPECIFICATIONS
L1.0	TREE PRESERVATION PLAN
L2.0	LANDSCAPE PLAN

REVISIONS

03-26-26	REVISIONS PER NEW BLDG VILLAGE COMMENTS
02-19-26	REVISIONS PER VILLAGE COMMENTS
01-08-26	ADDED SIGNAGE

SUSTAINABLE DESIGN | SUSTAINABLE LIVING
Wolf Pack CONSULTING, LLC
Civil Engineering
Land Planning
Land Surveying
Project Entitlements
Stormwater Management
418 South Creek Avenue, Westmont, IL 60559
Office: (630) 854-4311 • www.wolfpackllc.com
email: pwolf@wolfpackllc.com

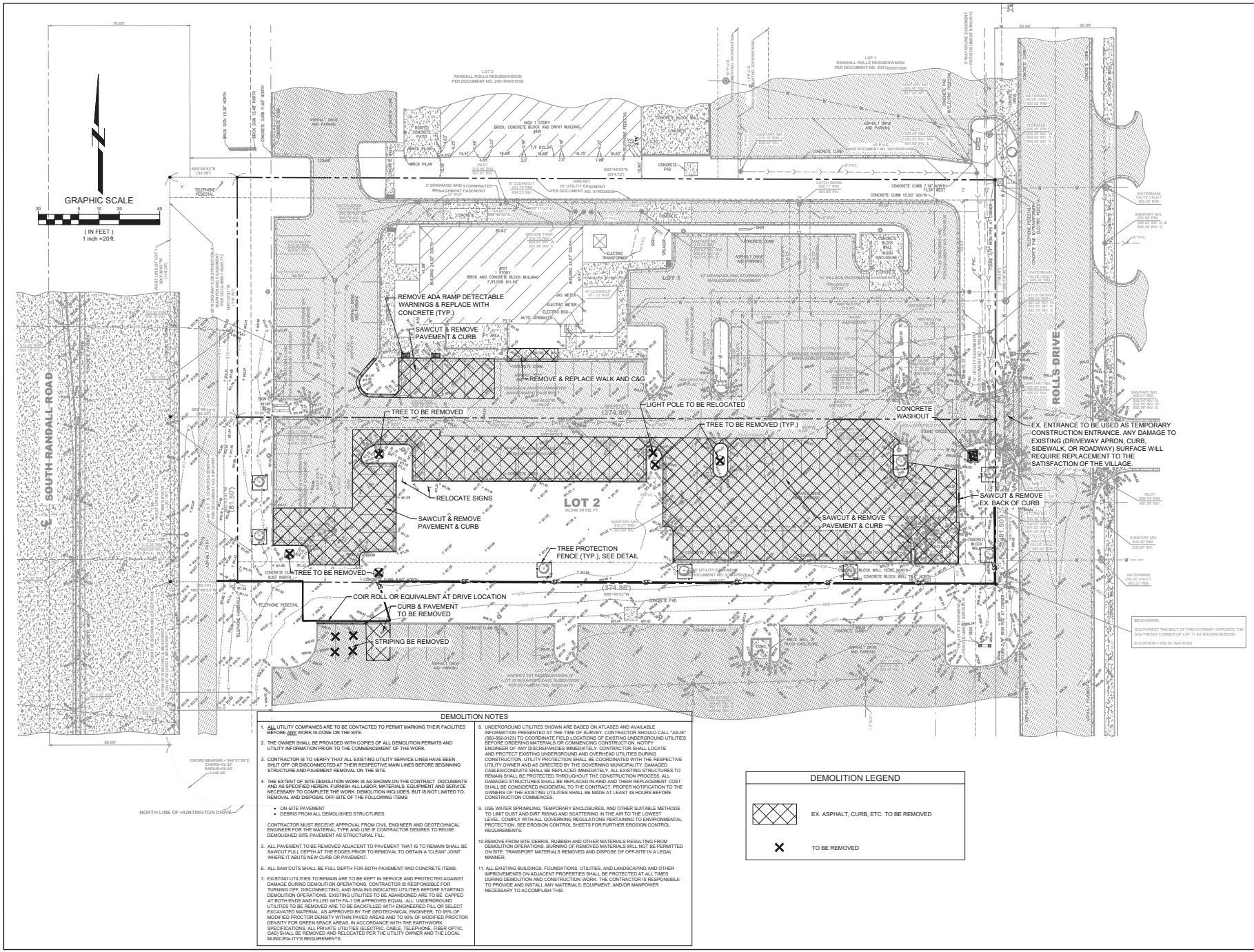
PHILIP J. WOLF
062-053190
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
03-26-2026
EXP 11-30-27

COVER SHEET
DUTCH BROS
ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	12-22-25
SCALE:	N.T.S.

SHEET NO.
C1.0

PROJ. NUMBER:



DEMOLITION NOTES

1. ALL UTILITY COMPANIES ARE TO BE CONTACTED TO PERMIT MARKING THEIR FACILITIES BEFORE ANY WORK IS DONE ON THE SITE.
2. THE OWNER SHALL BE PROVIDED WITH COPIES OF ALL DEMOLITION PERMITS AND UTILITY INFORMATION PRIOR TO THE COMMENCEMENT OF THE WORK.
3. CONTRACTOR IS TO VERIFY THAT ALL EXISTING UTILITY SERVICE LINES HAVE BEEN SHUT OFF OR DISCONNECTED AT THEIR RESPECTIVE MAIN LINES BEFORE BEGINNING STRUCTURE AND PAVEMENT REMOVAL ON THE SITE.
4. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN. FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICE NECESSARY TO COMPLETE THE WORK. DEMOLITION INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND DISPOSAL OFF-SITE OF THE FOLLOWING ITEMS:
   - ON-SITE PAVEMENT
   - DEBRIS FROM ALL DEMOLISHED STRUCTURES

   CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
5. ALL PAVEMENT TO BE REMOVED ADJACENT TO PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH AT THE EDGES PRIOR TO REMOVAL TO OBTAIN A "CLEAN" JOINT WHERE IT ABUTS NEW CURB OR PAVEMENT.
6. ALL SAW CUTS SHALL BE FULL DEPTH FOR BOTH PAVEMENT AND CONCRETE ITEMS.
7. EXISTING UTILITIES TO REMAIN ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
8. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL "JULIE" (800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
9. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
10. REMOVE FROM SITE DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. BURNING OF REMOVED MATERIALS WILL NOT BE PERMITTED ON SITE. TRANSPORT MATERIALS REMOVED AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.
11. ALL EXISTING BUILDINGS, FOUNDATIONS, UTILITIES, AND LANDSCAPING AND OTHER IMPROVEMENTS ON ADJACENT PROPERTIES SHALL BE PROTECTED AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION WORK. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ANY MATERIALS, EQUIPMENT, AND/OR MANPOWER NECESSARY TO ACCOMPLISH THIS.

DEMOLITION LEGEND

EX. ASPHALT, CURB, ETC. TO BE REMOVED

TO BE REMOVED

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EXISTING CONDITIONS AND SITE DEMOLITION PLAN

DUTCH BROS

ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	12-22-25
SCALE:	1"=20'

SHEET NO.

C2.0

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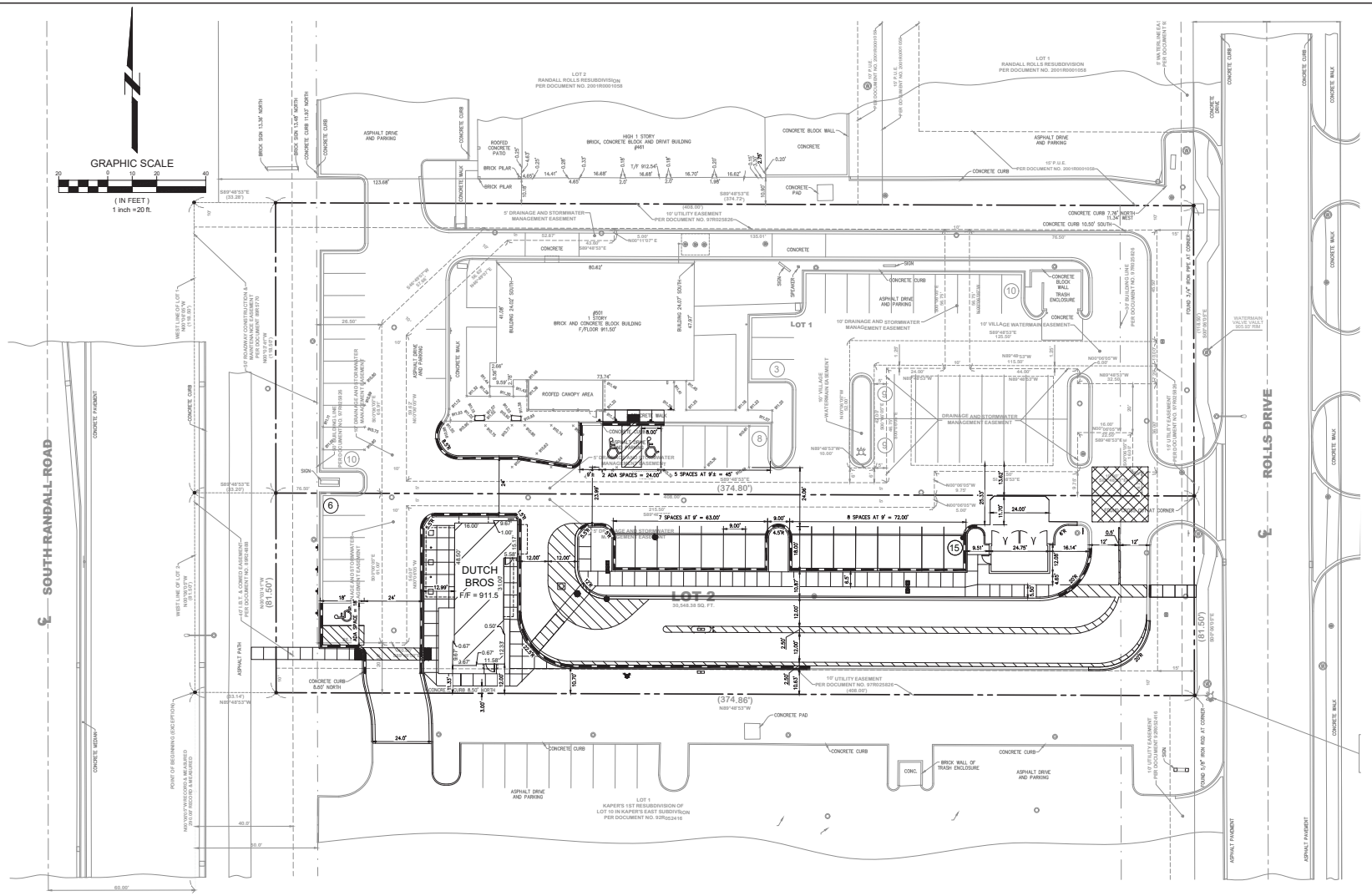

LOT COVERAGE DATA

TOTAL LOT AREA = 1.87 AC

IMPERVIOUS AREAS
BUONA = 3,909 S.F.
DUTCH BROS = 1,262 S.F.
PARKING LOT PAVEMENT, CURB, SIDEWALK = 51,567 S.F.

TOTAL IMPERVIOUS AREA = 56,684 S.F. = 1.30 AC

PERVIOUS AREAS
LANDSCAPE AREAS = 23,075
PERMEABLE PAVERS = 1,768 S.F.

TOTAL PERVIOUS AREA = 24,843 S.F. = 0.57 AC

PERCENT IMPERVIOUS AREA = 69.5%

SITE DATA

TOTAL SITE AREA = 1.87± AC

TOTAL BUILDING AREA:
= 3,909 (BUONA) + 1,262 (DUTCH BROS)
= 5,171 G.S.F.

REGULAR PARKING PROVIDED = 67 SPACES
HANDICAP PARKING PROVIDED = 3 SPACES

TOTAL PARKING PROVIDED = 70 SPACES

FULL BUILD-OUT PARKING RATIO
= 13.54 CARS / 1,000 S.F.

GENERAL NOTES

1. ALL DIMENSIONS AND CURB RADII ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB SHALL BE B6.12 CURB AND GUTTER.
3. ALL RADII ARE 3.5' UNLESS OTHERWISE NOTED.
4. ALL SITE SIGNAGE SHALL BE IN CONFORMANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) STANDARDS, LATEST EDITION.
5. DETECTABLE WARNING STRIPS WITH TRUNCATED DOMES ON CURB RAMPS SHALL CONSIST OF A DETECTABLE WARNING PLATE IN CONFORMANCE WITH THE VILLAGE OF ALGONQUIN'S APPROVED MATERIAL LIST.
6. REFER TO ARCHITECTURAL AND SIGNAGE PLANS FOR ANY ADDITIONAL SITE SIGNAGE AND PAVEMENT MARKINGS.
7. ALL TRAFFIC SIGNS SHALL BE INSTALLED AT 7' HIGH MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF SIGN.

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SITE DIMENSIONAL PLAN

DUTCH BROS

ALGONQUIN, ILLINOIS

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PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	12-22-25
SCALE:	1"=20'

SHEET NO.
C3.0

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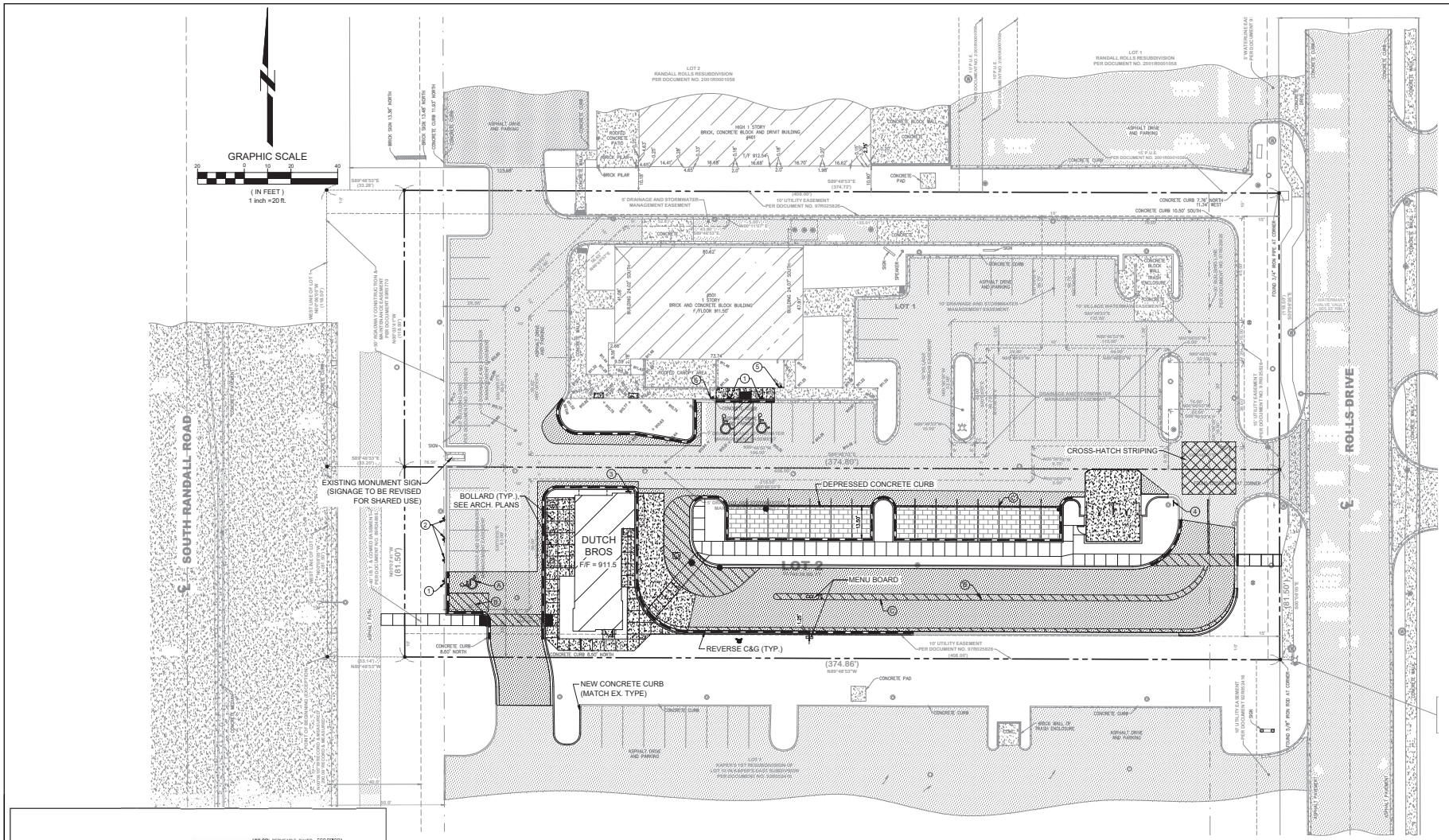

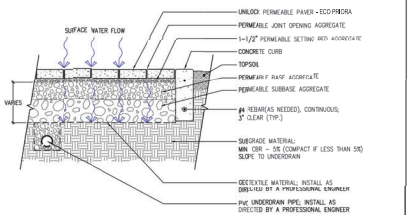

COMMERCIAL APPLICATION
PERMEABLE PAVER DETAIL

CREATED: OCTOBER 11, 2011
REVISED: JANUARY 30, 2014

FILE NAME: CS-COM-PERM-STRAIGHT-2014.DWG

NOTES:
This cross section is intended for preliminary design purposes only. Confirm site conditions and consult with a qualified design professional or installer prior to installation.

CROSS SECTION
PERMEABLE PAVERS WITH STRAIGHT CURB

UNILOCK
DESIGNED TO CONNECT

LOT COVERAGE DATA

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PAVEMENT MARKING AND SIGN LEGEND

1. R7-8 HANDICAP PARKING SIGN (12"X18") WITH $500 FINE AND R7-8A VAN ACCESSIBLE SIGN
2. DUTCH BROS 'RESERVED FOR MOBILE PICKUP' SIGN (SEE SIGNAGE PLAN BY OTHERS) - QTY: 3
3. DUTCH BROS 'EXIT ONLY' / 'THANK YOU' SIGN (SEE SIGNAGE PLAN BY OTHERS)
4. DUTCH BROS 'DRIVE THRU' DIRECTIONAL SIGN (SEE SIGNAGE PLAN BY OTHERS)
5. BUONA RAPID PICK-UP SIGN

A. HANDICAP SYMBOL PER LATEST ADA STANDARDS
B. 4" SOLID YELLOW AT 24" C-C AT 45 DEGREES
C. 4" SOLID YELLOW STRIPE (TYP)

SITE PAVING LEGEND

ASPHALT PAVEMENT
2" BITUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX D, N50
2.5" BITUMINOUS BINDER COURSE, HOT MIX ASPHALT, IL-19, N50
10" AGGREGATE BASE COURSE, TYPE B (IDOT GRAD CA-6)

CONCRETE PAVEMENT
8" P.C. CONCRETE PAVEMENT
6" AGGREGATE BASE (CA-6)

PERMEABLE PAVERS
UNILOCK ECO PRIORA
(SEE DETAIL)

SIDEWALK PAVEMENT
5" P.C. CONCRETE PAVEMENT
4" AGGREGATE BASE (CA-6)

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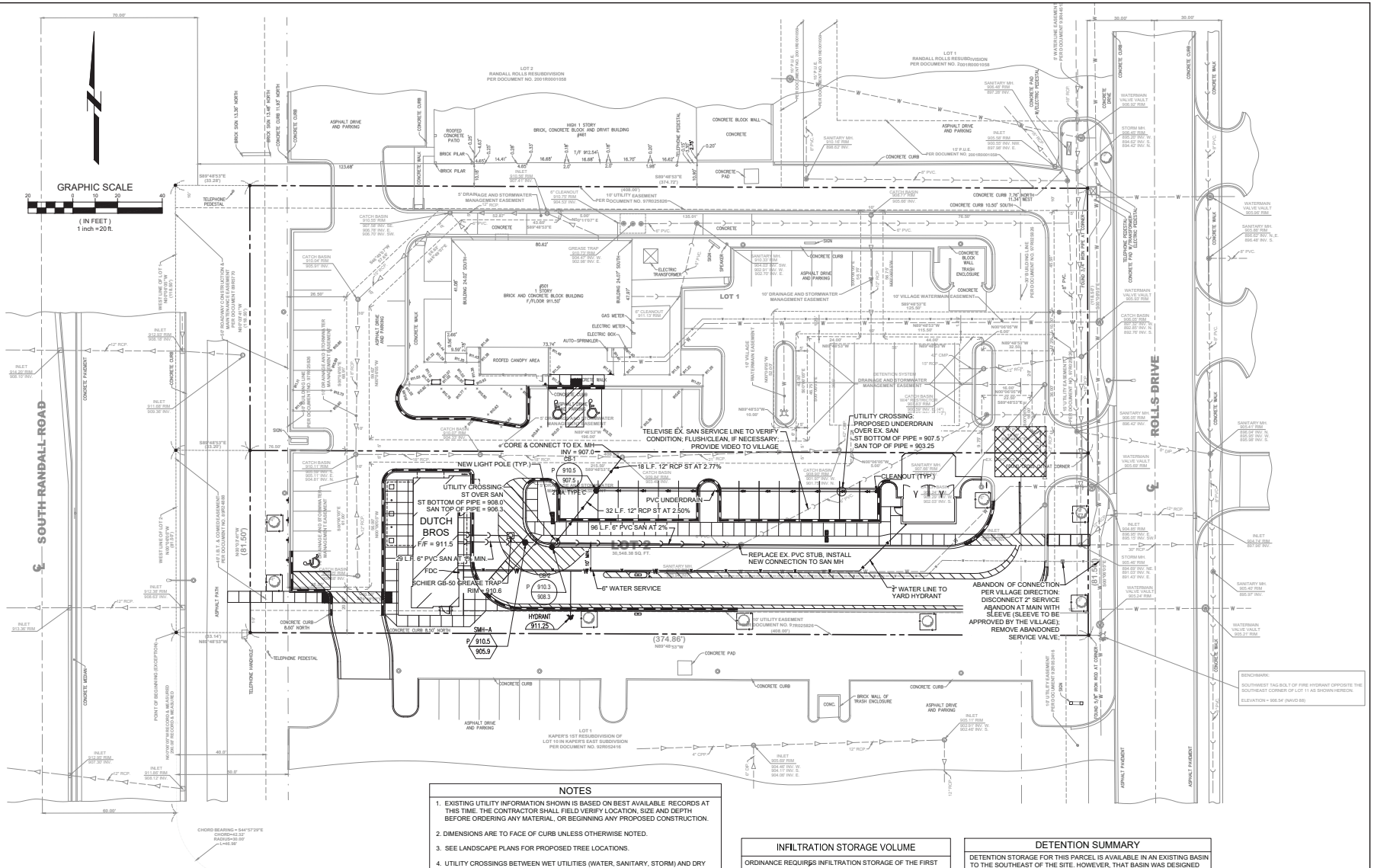
PAVING PLAN
DUTCH BROS
ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	12-22-25
SCALE:	1"=20'

SHEET NO.
C3.1

PROJ. NUMBER:



NOTES

1. EXISTING UTILITY INFORMATION SHOWN IS BASED ON BEST AVAILABLE RECORDS AT THIS TIME. THE CONTRACTOR SHALL FIELD VERIFY LOCATION, SIZE AND DEPTH BEFORE ORDERING ANY MATERIAL, OR BEGINNING ANY PROPOSED CONSTRUCTION.
2. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. SEE LANDSCAPE PLANS FOR PROPOSED TREE LOCATIONS.
4. UTILITY CROSSINGS BETWEEN WET UTILITIES (WATER, SANITARY, STORM) AND DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, TELE-COMMUNICATIONS) SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND THE UTILITY COMPANIES TO ACCOMMODATE THE DESIGN OF THE WET UTILITY.
5. SEE ARCHITECTURAL AND PLUMBING PLANS FOR INVERT AND EXACT ENTRY LOCATION OF ALL BUILDING SERVICES.
6. DRY UTILITY CONDUITS SHALL MAINTAIN 5 FT. OF HORIZONTAL SEPARATION FROM OTHER UTILITIES EXCEPT AT CROSSINGS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL UTILITY PIPE CLEANING PRIOR TO UTILITY BEING PUT INTO SERVICE.
8. CONTRACTOR SHALL PROVIDE WATER MAIN PROTECTION IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
9. RESTORE DISTURBED AREAS TO EXISTING CONDITION. 6" TOPSOIL RESPREAD AND HYDROSEED. PROTECT EXISTING UTILITIES AND STORM LINE BEFORE CONSTRUCTION.
10. SANITARY SEWER SERVICE SHALL BE CONSIDERED PRIVATELY OWNED FROM THE BUILDING TO THE CONNECTION AT THE SEWER MAIN.

INFILTRATION STORAGE VOLUME

ORDINANCE REQUIRES INFILTRATION STORAGE OF THE FIRST 0.75" OF RAINFALL OVER THE PROPOSED IMPERVIOUS AREAS.

TOTAL ON-SITE IMPERVIOUS AREA = 55,845 S.F.

REQUIRED INFILTRATION STORAGE = 55.845x(0.75/12) = 3,490 C.F.

INFILTRATION VOLUME PROVIDED:
VOLUME PROVIDED WITHIN EXCESS DETENTION VOLUME BELOW THE PROPOSED OUTLET AND A PROPOSED GRAVEL INFILTRATION TRENCH BELOW THE PROPOSED DETENTION VAULT.

VOLUME:
ADDITIONAL DETENTION SYSTEM OPEN VOLUME = (900.0-899.0)x60x24 = 1,440 C.F.

STONE INFILTRATION TRENCH BELOW DETENTION SYSTEM VOLUME = 68'x32'x0.75'x0.36 VOID RATIO = 587 C.F.

STONE INFILTRATION TRENCH BELOW STORM SEWER LINES VOLUME = 4'x3'x358'x0.36 VOID RATIO = 1,546 C.F.

TOTAL ON-SITE VOLUME = 1,440+587+1,546 = 3,573 C.F.

DETENTION SUMMARY

DETENTION STORAGE FOR THIS PARCEL IS AVAILABLE IN AN EXISTING BASIN TO THE SOUTHEAST OF THE SITE. HOWEVER, THAT BASIN WAS DESIGNED BASED ON A 0.2 CFS/ACRE RELEASE RATE. CURRENT ORDINANCE REQUIRES A 0.1 CFS/ACRE RELEASE RATE.

ADDITIONAL ON-SITE DETENTION REQUIRED AT LOWER ALLOWABLE RELEASE RATE = 1.87 AC x 0.102 AC-FT/AC = 0.19 AC-FT = 8,309 C.F.

DETENTION PROVIDED BY UNDERGROUND DETENTION VAULT:

TOTAL DETENTION VOLUME PROVIDED AT DESIGN HWL OF 905.94 = 60'x24'x5.94' = 8,554 C.F.

REVISIONS
02-19-26 REVISIONS PER VILLAGE COMMENTS
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SITE UTILITY PLAN

DUTCH BROS

ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
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DRAWN BY:	KM
DATE:	12-22-25
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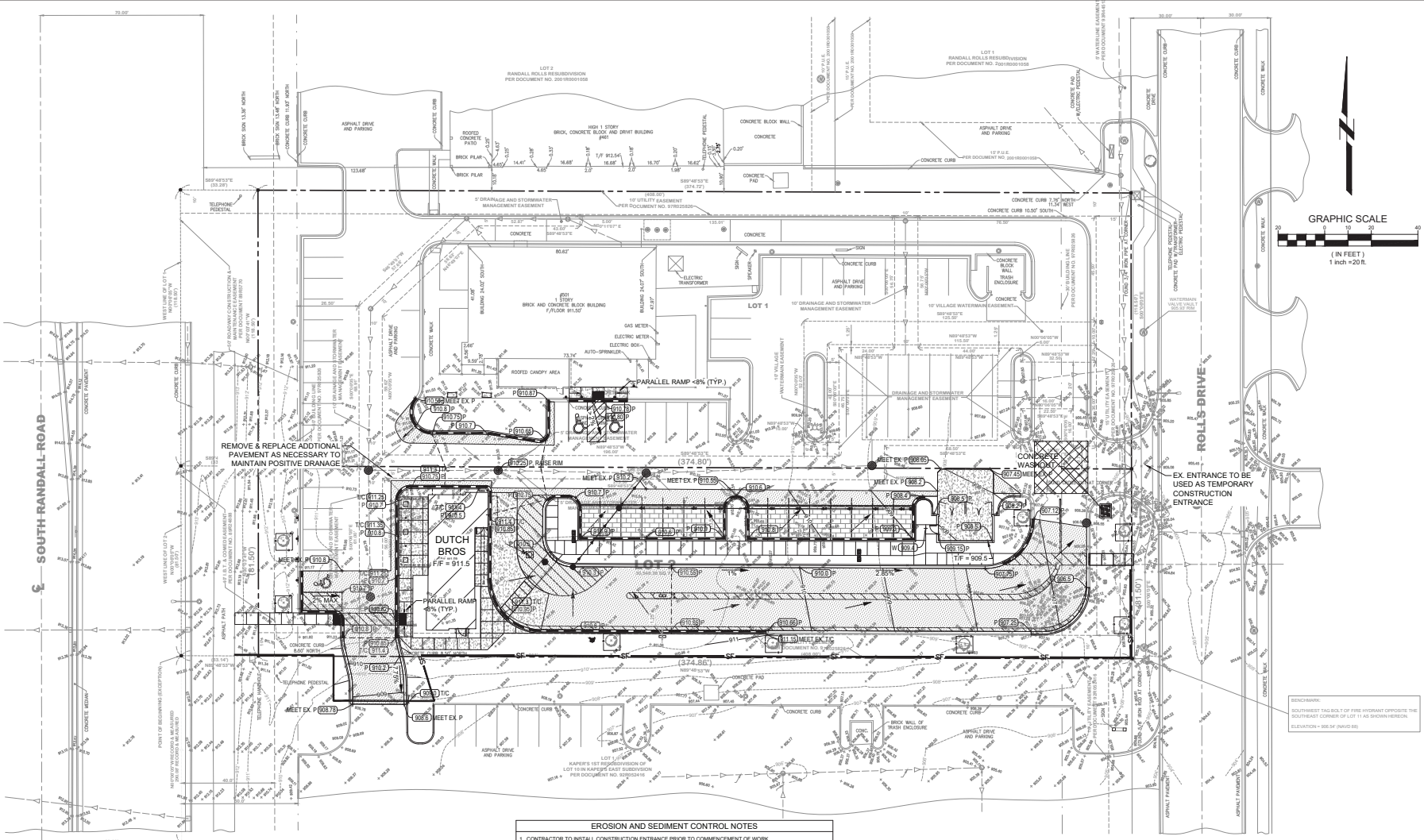

EROSION CONTROL LEGEND

SF	SILT FENCE
	INLET FILTER BASKET

THESE EROSION CONTROL PLANS ARE A PORTION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) TOTAL REQUIREMENTS FOR A COMPLETE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY THE NPDES PERMIT NO. ILR10. THE CLIENT AND/OR CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL NPDES PERMIT AND COMPILATION OF THE COMPLETE SWPPP.

EROSION AND SEDIMENT CONTROL NOTES

1. CONTRACTOR TO INSTALL CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF WORK.
2. CONTRACTOR TO INSTALL SILT FENCE PRIOR TO COMMENCEMENT OF ANY EARTHWORK. CONTRACTOR TO MAINTAIN SILT FENCE AS SHOWN AND INSTALL ADDITIONAL SILT FENCE WHEREVER NECESSARY THROUGHOUT CONSTRUCTION ACTIVITIES TO MINIMIZE SOIL EROSION.
3. ALL SEDIMENT AND EROSION CONTROL MEASURES IN AND AROUND THE PROPOSED IMPROVEMENTS ARE TO REMAIN IN PLACE AND TO BE MAINTAINED THROUGHOUT CONSTRUCTION ACTIVITIES UNTIL THE PROPOSED IMPROVEMENTS ARE COMPLETED AND THE SITE ADEQUATELY STABILIZED PER IEPA STANDARDS.
4. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.
5. THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED FROM SOIL EROSION WITHIN 14 DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS NOT AT FINAL GRADE THAT WILL REMAIN UNDISTURBED FOR MORE THAN 14 DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION.
6. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 3 DAYS, THEN SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED DURING CONSTRUCTION.
7. OFF-SITE STORM SEWER INLETS SHALL BE PROTECTED WITH SEDIMENT TRAPPING OR FILTER CONTROL DEVICES DURING CONSTRUCTION.
8. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED.
9. ANY SOIL, MUD OR DEBRIS WASHED, TRACKED, OR DEPOSITED ONTO THE STREET SHALL BE REMOVED PRIOR TO THE END OF EACH WORK DAY.
10. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE SAID GRAVEL DRIVE SHALL BE INSTALLED WITHIN 3 DAYS OF EXISTING PAVEMENT REMOVAL AND BEFORE ANY NEW CONSTRUCTION BEGINS AT THE SITE.
11. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE MUNICIPALITY AS CONSTRUCTION PROGRESSES.
12. ALL TEMPORARY EROSION AN SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF STABILIZATION.

SUGGESTED CONSTRUCTION SEQUENCE

SPRING 2026

1. INSTALL SILT FENCE AND INSTALL INLET PROTECTION AT LOCATIONS AS INDICATED ON THE PLANS.
2. SITE DEMOLITION/EXISTING PAVEMENT REMOVAL AND EXCESS MATERIAL HAUL OFF.
3. CONSTRUCT UNDERGROUND IMPROVEMENTS; SANITARY AND WATERMAIN SERVICES.
4. CONSTRUCT PARKING LOT AND BUILDING IMPROVEMENTS PER PLAN.
5. COMPLETE TOPSOIL PLACEMENT AND PERMANENT SEEDING/SODDING AND LANDSCAPING.
6. REMOVE AND PROPERLY DISPOSE OF TEMPORARY EROSION CONTROL MEASURES. SUMMER 2016

GRADING NOTES

1. ALL PAVEMENT SPOT GRADE ELEVATIONS WITHIN OR ALONG CURB REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
3. PROVIDE 2.00% MAX (1.00% MIN) CROSS SLOPE AND 5.00% MAX LONGITUDINAL SLOPE ON ALL ON-SITE SIDEWALKS. ALWAYS MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDING.
4. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND BEFORE ORDERING MATERIALS. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE CIVIL ENGINEER OF ANY DISCREPANCIES.
5. SEE LANDSCAPE PLANS FOR MORE INFORMATION ON SITE LANDSCAPING.

BENCHMARK:
SOUTHWEST TAG BOLT OF FIRE HYDRANT OPPOSITE THE SOUTHEAST CORNER OF LOT 11 AS SHOWN HEREON.
ELEVATION = 906.54' (NAVD 88)

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SITE GRADING AND EROSION CONTROL PLAN
DUTCH BROS
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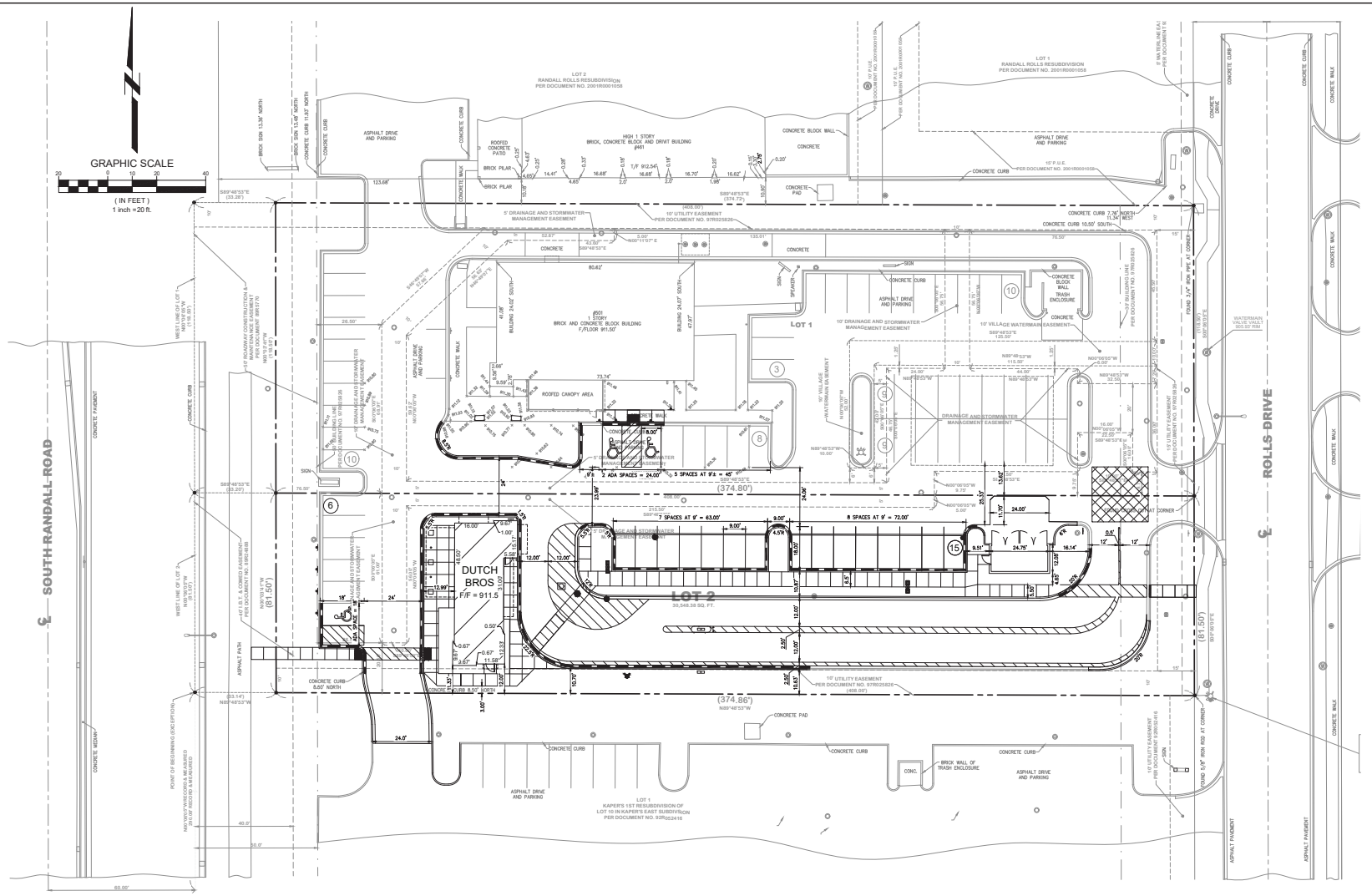

LOT COVERAGE DATA

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6. REFER TO ARCHITECTURAL AND SIGNAGE PLANS FOR ANY ADDITIONAL SITE SIGNAGE AND PAVEMENT MARKINGS.
7. ALL TRAFFIC SIGNS SHALL BE INSTALLED AT 7' HIGH MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF SIGN.

REVISIONS

03-26-26	REVISIONS PER NEW BLDG, VILLAGE COMMENTS
02-19-26	REVISIONS PER VILLAGE COMMENTS
01-08-26	ADDED SIGNAGE

SUSTAINABLE DESIGN | SUSTAINABLE LIVING
Wolf Pack CONSULTING, LLC
Civil Engineering
Land Planning
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Stormwater Management
418 South Cass Avenue, Westmont, IL 60559
Office (630) 964-1717 • wolfpackcg.com

SITE DIMENSIONAL PLAN

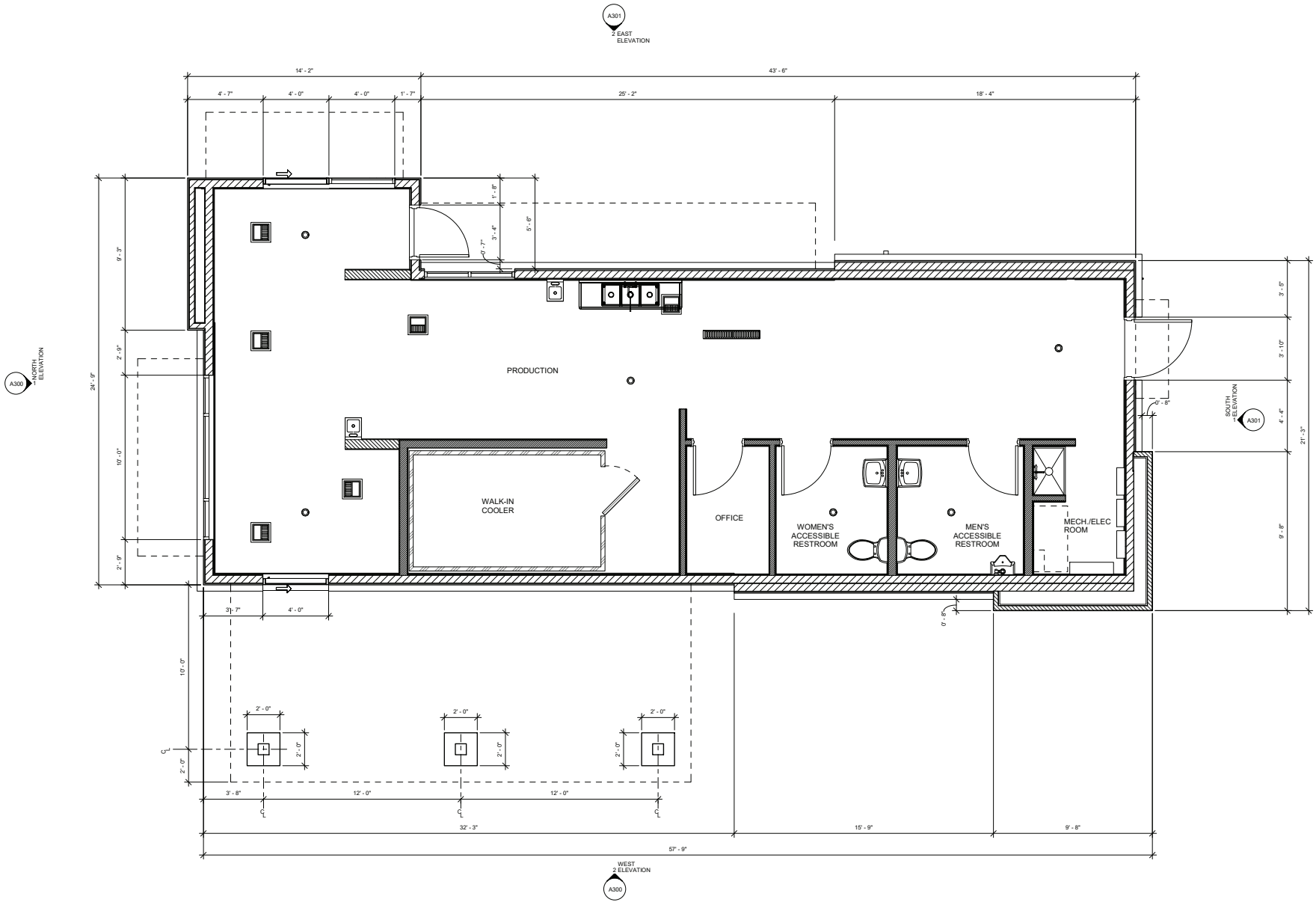
DUTCH BROS

ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	12-22-25
SCALE:	1"=20'

SHEET NO.
C3.0

PROJ. NUMBER:



1 FLOOR PLAN A100
3/8" = 1'-0"

KEYSTONE PLANNING+DESIGN
KEYSTONE CONSTRUCT, LLC

KEYSTONE VENTURES
REAL ESTATE DEVELOPMENT

PRESENTS

DUTCH BROS ALGONQUIN

501 S Randall Rd, Algonquin, IL 60102

No.	Description	Date
2	REISSUED FOR ENTITLEMENT	11-26-25
3	REISSUED FOR ENTITLEMENT	02-13-26
4	REISSUED FOR ENTITLEMENT	04-09-26

ALGONQUIN
SHELL PLAN

A100

Scale 3/8" = 1'-0"

4/9/2026 11:58:56 AM

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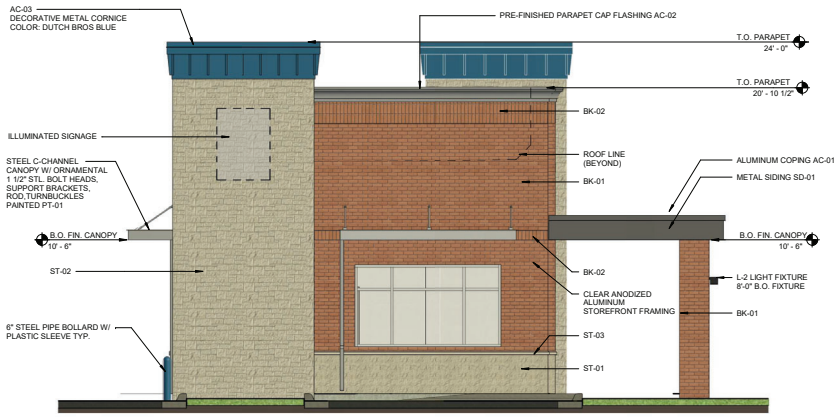
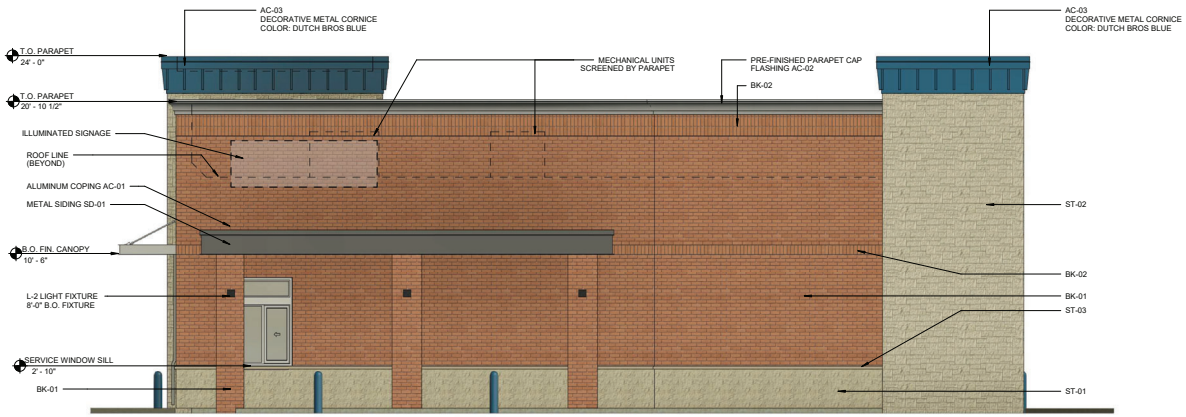


1 NORTH ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
1/4" = 1'-0"

ALGONQUIN EXTERIOR MATERIALS

TAG	ELEMENT	MNFR.	MODEL #	FINISH
AC-01 (ALUMINUM COPING)	PARAPET COPING	PAC-CLAD	TBD	METALLIC DUTCH BROS DARK GRAY
AC-02 (ALUMINUM COPING)	PARAPET COPING	PAC-CLAD	TBD	METALLIC DUTCH BROS LIGHT GRAY
AC-03 (ALUMINUM COPING)	PARAPET COPING	PAC-CLAD	TBD	METALLIC DUTCH BROS BLUE
BK-01 (BRICK)	MODULAR SIZE BRICK 3-5/8" x 2-1/4" x 7-5/8"	BELDEN	BELCREST 560	GREY MORTAR SM100
BK-02 (BRICK)	SOLDIER BRICK COURSE 3-5/8" x 2-1/4" x 7-5/8"	BELDEN	RED RUBIGO SMOOTH	GREY MORTAR SM100
PT-01 (PAINT)	CANOPY	BENJAMIN MOORE		COLOR: DUTCH BROS LIGHT GRAY
SD-01 (METAL SIDING)	2.67"x7/8" CORRUGATED METAL SIDING	PAC-CLAD	TBD	COLOR: DUTCH BROS DARK GRAY
ST-01 (STONE)	SPLIT FACE STONE	READING ROCK	SPLIT ST-315	COLOR:RIESLING
ST-02 (STONE)	RANDOM ASHLAR PATTERN STONE	READING ROCK	CUMBERLAND ASHLAR 3-PIECE PATTERN	COLOR:RIESLING
ST-03 (STONE)	SMOOTH STONE BAND	READING ROCK	SMOOTH	COLOR:RIESLING

KEYSTONE PLANNING+DESIGN
KEYSTONE CONSTRUCT, LLC

DUTCH BROS

KEYSTONE VENTURES
REAL ESTATE DEVELOPMENT
PRESENTS
DUTCH BROS ALGONQUIN
501 S Randall Rd, Algonquin, IL 60102

No.	Description	Date
1	ISSUED FOR ENTITLEMENT	06-16-25
2	REISSUED FOR ENTITLEMENT	11-26-25
3	REISSUED FOR ENTITLEMENT	02-13-26
4	REISSUED FOR ENTITLEMENT	04-09-26

EXTERIOR ELEVATIONS + EXTERIOR MATERIALS

A300

Scale 1/4" = 1'-0"

4/9/2026 11:49:00 AM

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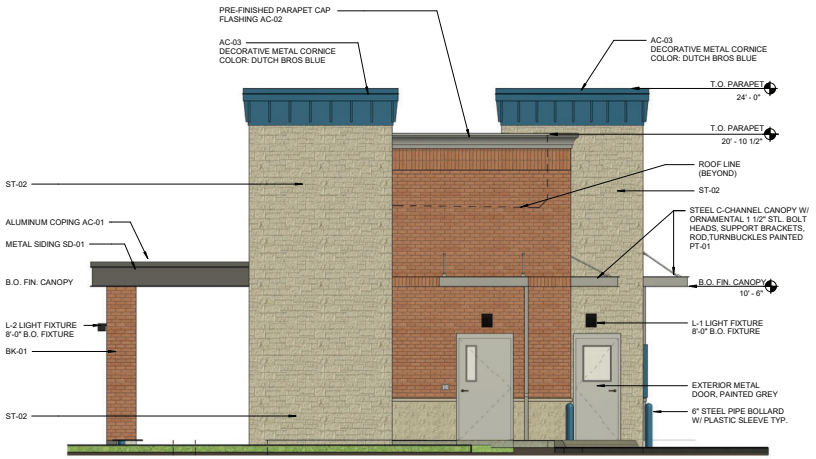
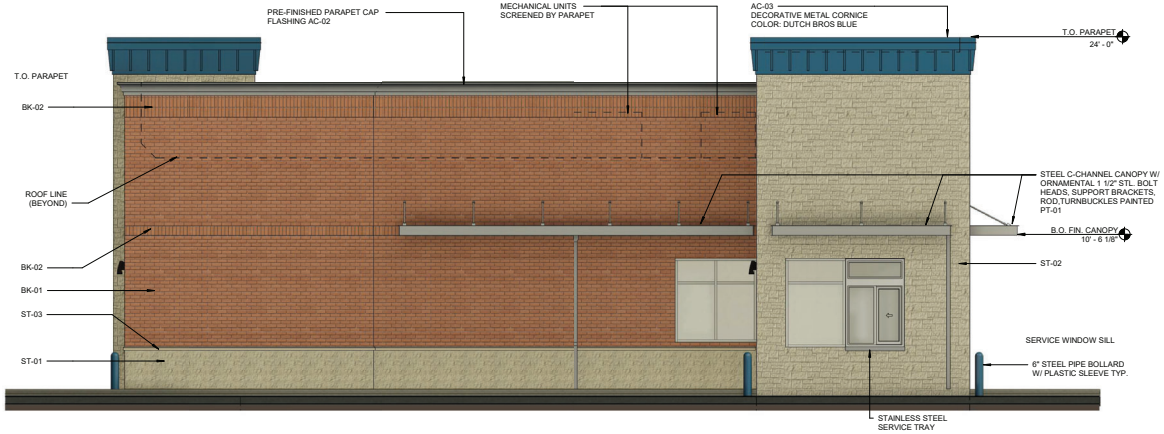


1 SOUTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"

ALGONQUIN EXTERIOR MATERIALS

TAG	ELEMENT	MNFR.	MODEL #	FINISH
AC-01 (ALUMINUM COPING)	PARAPET COPING	PAC-CLAD	TBD	METALLIC DUTCH BROS DARK GRAY
AC-02 (ALUMINUM COPING)	PARAPET COPING	PAC-CLAD	TBD	METALLIC DUTCH BROS LIGHT GRAY
AC-03 (ALUMINUM COPING)	PARAPET COPING	PAC-CLAD	TBD	METALLIC DUTCH BROS BLUE
BK-01 (BRICK)	MODULAR SIZE BRICK 3-5/8" x 2-1/4" x 7-5/8"	BELDEN	BELCREST 560	GREY MORTAR SM100
BK-02 (BRICK)	SOLDIER BRICK COURSE 3-5/8" x 2-1/4" x 7-5/8"	BELDEN	RED RUBIGO SMOOTH	GREY MORTAR SM100
PT-01 (PAINT)	CANOPY	BENJAMIN MOORE		COLOR: DUTCH BROS LIGHT GRAY
SD-01 (METAL SIDING)	2.67"x7/8" CORRUGATED METAL SIDING	PAC-CLAD	TBD	COLOR: DUTCH BROS DARK GRAY
ST-01 (STONE)	SPLIT FACE STONE	READING ROCK	SPLIT ST-315	COLOR:RIESLING
ST-02 (STONE)	RANDOM ASHLAR PATTERN STONE	READING ROCK	CUMBERLAND ASHLAR 3-PIECE PATTERN	COLOR:RIESLING
ST-03 (STONE)	SMOOTH STONE BAND	READING ROCK	SMOOTH	COLOR:RIESLING

KEYSTONE PLANNING+DESIGN
KEYSTONE CONSTRUCT, LLC

DUTCH BROS

KEYSTONE VENTURES
REAL ESTATE DEVELOPMENT
PRESENTS
DUTCH BROS ALGONQUIN
501 S Randall Rd, Algonquin, IL 60102

No.	Description	Date
1	ISSUED FOR ENTITLEMENT	06-16-25
2	REISSUED FOR ENTITLEMENT	11-26-25
3	REISSUED FOR ENTITLEMENT	02-13-26
4	REISSUED FOR ENTITLEMENT	04-09-26

EXTERIOR ELEVATIONS + EXTERIOR MATERIALS

A301

Scale 1/4" = 1'-0"

4/9/2026 12:00:46 PM

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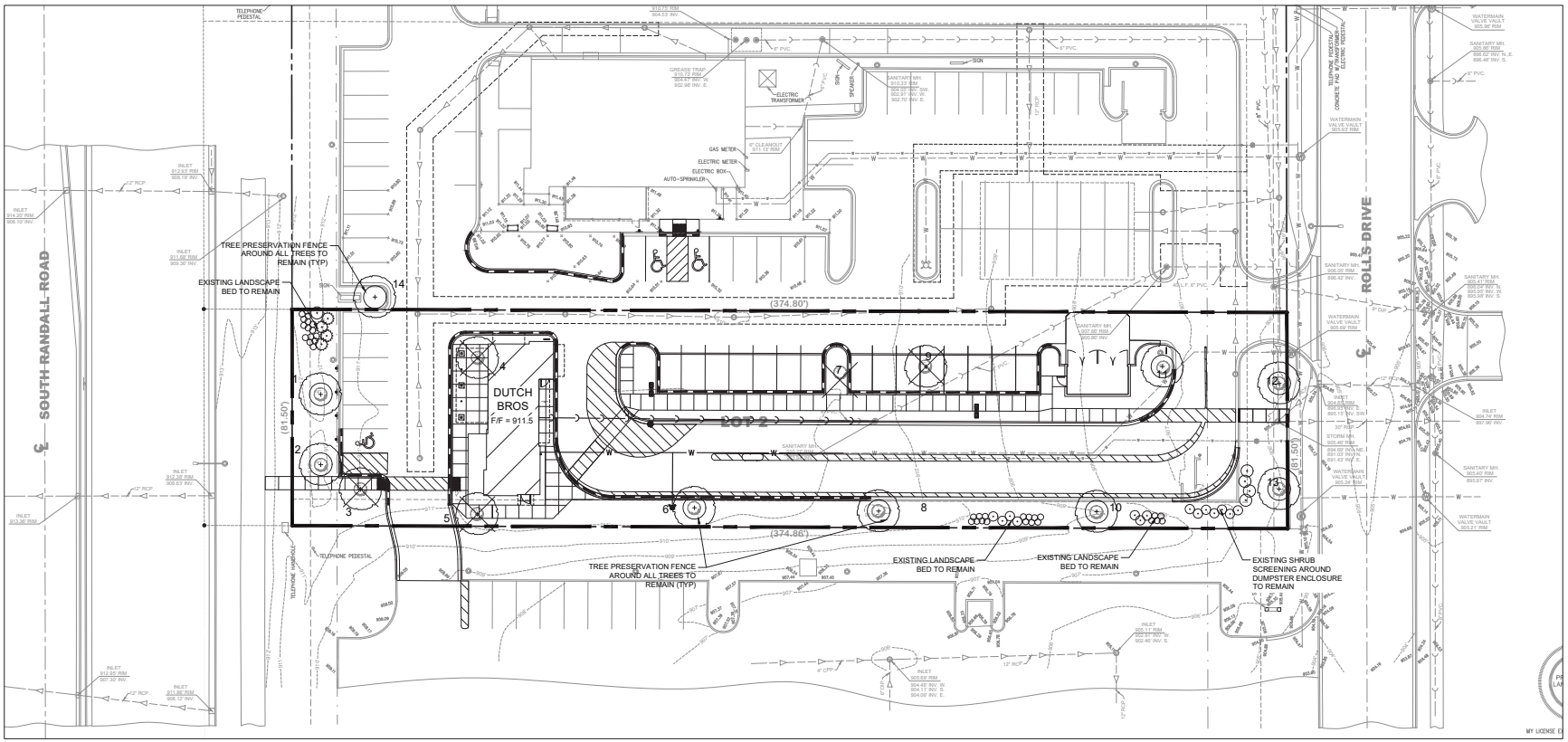

LEGEND

TREE TO REMAIN

TREE TO BE REMOVED

EXISTING TREE INVENTORY

REF. NO.	SPECIES	COMMON	DBH	REMAIN OR REMOVE
1	*Tilia americana*	Linden	4"	REMAIN
2	*Tilia americana*	Linden	4"	REMAIN
3	***Gleditsia triacanthos var. inermis***	**Common Honeylocust**	**4"**	**REMOVE**
4	***Celtis occidentalis***	**Common Hackberry**	**3"**	**REMOVE**
5	*Celtis occidentalis*	Common Hackberry	3"	REMAIN
6	*Acer rubrum*	Red Maple	3"	REMAIN
7	***Celtis occidentalis***	**Common Hackberry**	**3"**	**REMOVE**
8	*Acer rubrum*	Red Maple	3"	REMAIN
9	***Ostrya virginiana***	**Ironwood**	**3"**	**REMOVE**
10	*Acer rubrum*	Red Maple	3"	REMAIN
11	*Acer x freemanii*	Freeman Maple	6"	REMAIN
12	*Quercus bicolor*	Swamp White Oak	4"	REMAIN
13	*Quercus bicolor*	Swamp White Oak	3"	REMAIN
14	*Gleditsia triacanthos var. inermis*	Common Honeylocust	4"	REMAIN

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)

1 inch = 20 ft.

REVISIONS

12-08-25	REVISED PER SITE PLAN REVISION
02-14-26	REVISED PER VILLAGE COMMENT
12-09-25	REVISIONS PER NEW SITE PLAN
08-13-25	REVISIONS PER VILLAGE COMMENTS

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TREE PRESERVATION PLAN

DUTCH BROS

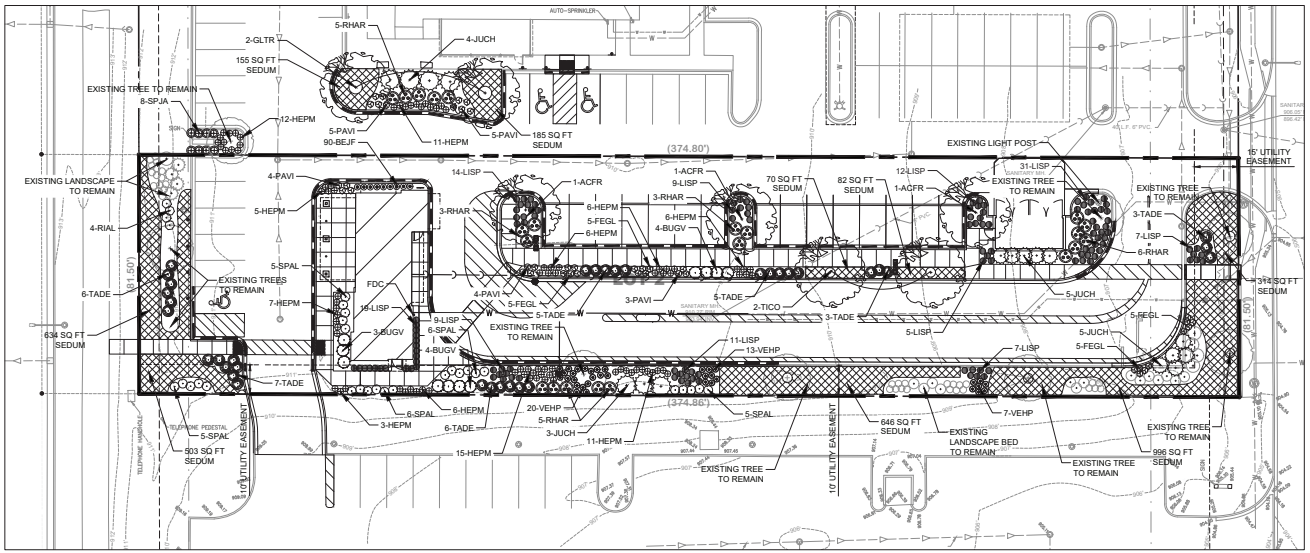
ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	06-05-25
SCALE:	1"=20'

SHEET NO.

L1.0

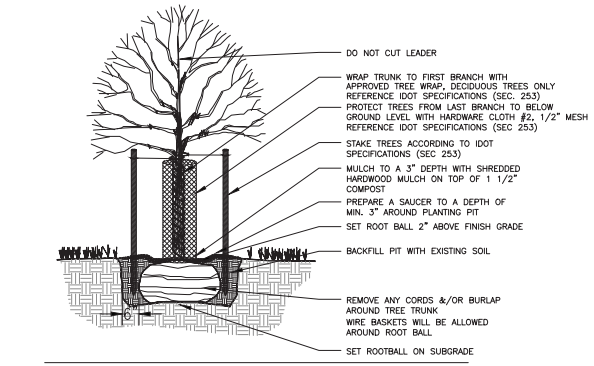
PROJ. NUMBER:



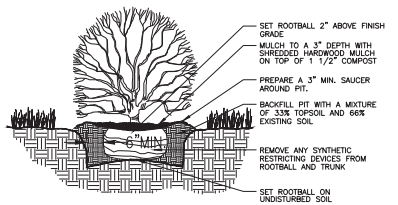
PLANT SCHEDULE

KEY	QTY	SPECIES	COMMON	SIZE	NOTES
SHADE TREES					
ACFR	3	*Acer x freemanii* 'Marmo'	Marmo Freeman Maple	3" cal	B&B
GLTR	2	*Gleditsia triacanthos* var. *inermis* 'Skycole'	Skyline Honeylocust	3" cal	B&B
TICO	2	*Tilia cordata* 'PNI 6025'	Greenspire Littleleaf Linden	3" cal	B&B
DECICUOUS SHRUBS					
RIAL	4	*Ribes alpinum* 'Europa'	Europa Alpine Currant	30"	#5
RHAR	22	*Rhus aromatica* 'Gro-Low'	Grow Low Fragrant Sumac	24"	#3
SPAL	22	*Spiraea alba*	Meadowsweet	24"	#3
SPJA	8	*Spiraea japonica 'Magic Carpet'*	Magic Carpet Spirea	24" w	#5
EVERGREEN SHRUBS					
BUGV	11	*Buxus* x 'Green Velvet'	Green Velvet Boxwood	24" h	#5
JUCH	17	*Juniperus chinensis* 'Kallay's Compact'	Kallay's Compact Juniper	24" w	#5
TADE	35	*Taxus x media* 'Densiformis'	Dense Yew	30"ht	#5
ORNAMENTAL GRASSES					
FEGL	20	*Festuga glauca* 'Elijah Blue'	Elijah Blue Fescue	#1	
PAVI	21	*Panicum virgatum* 'Shenandoah'	Shenandoah Switch Grass	#1	
PERENNIALS					
BEJF	9	*Brunerra macrophylla* 'Jack Frost'	Jack Frost Siberian Bugloss	#1	18" spacing
HEPM	88	*Hemerocalis* 'Pardon Me'	Pardon Me Daylily	#1	18" spacing
LISP	119	*Liriope spicata*	Creeping Lilyturf	#1	15" spacing
VEHP	33	*Veronica* 'Hocus Pocus'	Hocus Pocus Speedwell	#1	18" spacing
GROUNDCOVER					
SEDUM	3433 SQ FT 5544 PLUGS	SEDUM MIX 25% *Sedum album* 25% *Sedum cauticola* 25% *Sedum kamtschaticum* 25% *Sedum spurium* 'Green Mantle'	Chubby Fingers Stonecrop Showy Stonecrop Russian Stonecrop Green Mantle Stonecrop	72 flat	10" spacing

PLANT SUMMARY
EVERGREEN SHRUBS = 63
DECIDUOUS SHRUBS = 56



DECIDUOUS TREE PLANTING
NO SCALE



DECIDUOUS SHRUB PLANTING
NO SCALE

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

GENERAL NOTES:

1. CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND QUANTITY LISTS, PLAN SHALL GOVERN QUANTITIES.
2. CONTRACTOR TO VERIFY LOCATIONS OF ALL ON-SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. THE EXISTENCE AND LOCATION OF ON-SITE UTILITIES INCLUDING UNDERGROUND UTILITIES, EVEN IF SHOWN ON THE PLANS, ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR. ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION MAY BE LOCATED BY CALLING 811 NATIONWIDE TO REQUEST A LINE LOCATE. ANY DAMAGE TO EXISTING AND NEW UTILITIES AND THEIR STRUCTURES OR INTERRUPTION OF SERVICES SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL RESTORE ANY DAMAGE WHICH IS THE RESULT OF THE WORK AT NO COST TO OWNER.
3. CONTRACTOR TO COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
4. CONTRACTOR RESPONSIBLE FOR APPLICATION AND COST OF ALL NECESSARY PERMITS AND CODE VERIFICATIONS. SUBMIT COPIES OF ALL DOCUMENTS TO OWNER AND LANDSCAPE ARCHITECT.

SOIL CONDITIONS:

1. ALL NEW TOPSOIL SHALL BE THOROUGHLY PULVERIZED PRIOR TO PLACEMENT. TOPSOIL SHALL NOT BE PLACED IN WET, MUDDY OR FROZEN CONDITION.
2. IMPORTED TOPSOIL SHALL BE SUPPLIED BY THE CONTRACTOR FOR PLANTING PURPOSES.
3. IMPORTED TOPSOIL SHALL CONSIST OF FERTILE, FRIABLE NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE SOURCE OF SUPPLY. IT SHALL BE FREE OF ADMIXTURES OF SUBSOIL AND FREE OF CRABGRASS, ROOTS, OBNOXIOUS OR TOXIC WEEDS, STONES, GRAVEL, LUMPS, PLANTS OR THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER. IMPORTED TOPSOIL SHALL BE NEITHER EXCESSIVELY ACID NOR EXCESSIVELY ALKALINE OR IN ANY WAY HARMFUL TO THE GROWTH OF PLANT LIFE.
4. PLANTING BACKFILL FOR TREES, AND SHRUBS SHALL BE 4 PARTS NATIVE TOPSOIL, 1 PART PEAT MOSS AND 1 PART MULTI-PURPOSE MEDIA SOIL AMENDMENT. MULTI-PURPOSE MEDIA SHALL BE 'ONE STEP' BY MIDWEST TRADING, WWW.MIDWEST-TRADING.COM, PH. (630) 385-1990 OR APPROVED EQUAL. MIX ALL PARTS THOROUGHLY PRIOR TO FINAL PLACEMENT OF BACKFILL.

PLANTING MATERIALS

1. MULCH MATERIALS:
MULCH MATERIAL FOR TREES, SHRUBS, PERENNIALS AND GROUNDCOVER SHALL CONSIST OF DARK BROWN, CLEAN, COMPOSTED, FINELY SHREDDED HARDWOOD BARK MULCH, FREE FROM FOREIGN MATERIAL AND LARGE PIECES OVER 3 INCHES LONG.
2. STAKING: TREES SHALL BE STAKED AS PER DETAIL.

PLANTING:

1. PROVIDE PLANT MATERIALS TRUE TO NAME AND VARIETY ESTABLISHED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE "STANDARDIZED PLANT NAMES", SECOND EDITION, 1942.
2. ALL SHRUB BEDS AND TREES SHALL BE MULCHED WITH A 3" DEPTH CONTINUOUS LAYER OF DARK BROWN SHREDDED HARDWOOD BARK MULCH. ALL GROUND COVER AND PERENNIAL BEDS SHALL BE MULCHED WITH A 1-2" DEPTH LAYER OF MULCH. ALL DECIDUOUS TREES SHALL BE MULCHED WITH A 3' DIAMETER CIRCLE OF 3" DEPTH MULCH. ALL EVERGREEN TREES SHALL BE MULCHED TO DRIP LINE.
6. METAL EDGING TO BE COL-MET 1/8" X 4" GREEN STEEL EDGING OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS IN ALL AREAS INDICATED ON PLAN. HEAT BEND ALL CORNERS. SAW CUT 1/2 DEPTH AND HEAT BEND ALL VERTICAL CURVES. INSTALL STAKES, CORNERS AND JOINTS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. UNLESS ESTABLISHED OTHERWISE BY THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR, THE PLANT MATERIALS INSTALLED FOR THIS PROJECT SHALL HAVE A GUARANTEE FOR ONE (1) YEAR THAT SHALL BEGIN AFTER ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR OWNER. AT THE DATE OF ACCEPTANCE, THE OWNER SHALL ASSUME STANDARD MAINTENANCE RESPONSIBILITIES OF ALL PLANT MATERIAL. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY, VIGOROUS CONDITION FOR A PERIOD OF ONE (1) YEAR FOLLOWING ACCEPTANCE AND MAY SUPPLEMENT THE OWNER'S MAINTENANCE WITH ADDITIONAL CARE IF THE CONTRACTOR DEEMS IT NECESSARY FOR THE HEALTH OF THE PLANT MATERIAL. ANY COST FOR THIS ADDITIONAL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DURING THE ESTABLISHMENT AND GUARANTEE PERIODS, CONTRACTOR SHALL REPLACE AT NO ADDITIONAL EXPENSE TO THE OWNER, ANY DEAD, UNHEALTHY OR UNACCEPTABLE PLANTS, AS DETERMINED BY LANDSCAPE ARCHITECT. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF AT NO ADDITIONAL EXPENSE TO THE OWNER.
8. MULTIPLE REPLACEMENTS, IF REQUIRED, SHALL BE MADE TO MAINTAIN THE PLANTINGS AS SPECIFIED DURING GUARANTEE PERIOD. REPLACEMENT PLANTS AND PLANTING OPERATIONS SHALL BE IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS. REPLACEMENTS SHALL BE MADE NO LATER THAN THE NEXT SUCCEEDING PLANTING SEASON. FULLY RESTORE AREAS DAMAGED BY REPLACEMENT OPERATIONS TO THEIR ORIGINAL AND SPECIFIED CONDITION.
9. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT BY OWNER, ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND CONTRACTOR'S CONTROL WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS, LIGHTING, STORMS, FREEZING RAINS, OR WINDS OVER 60 MILES PER HOUR, FIRES OR VANDALISM.
10. REPLACE TREES SCHEDULED TO REMAIN AND DAMAGED BEYOND REPAIR BY CONSTRUCTION OPERATIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE OR THE OWNER. THE REPAIR AND REPLACEMENT OF TREES SCHEDULED TO REMAIN AND DAMAGED BY CONSTRUCTION OPERATIONS OR LACK OF ADEQUATE PROTECTION DURING CONSTRUCTION OPERATION SHALL BE AT THE CONTRACTOR'S EXPENSE.

LEGEND

- EXISTING TREE TO REMAIN
- EXISTING LANDSCAPE (SHRUBS, PERENNIALS, GRASSES)
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED EVERGREEN SHRUBS
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES AND PERENNIALS
- SEDUM MIX PLANTING AT 10" SPACING
- TURF AREA

REVISIONS	
8.13.25	REVISED PER CITY COMMENT
8.13.25	REVISED PER SITE PLAN REVISION
1.6.26	REVISED PER SITE PLAN REVISION
2.14.26	REVISED PER CITY COMMENT
12-09-25	REVISIONS PER NEW SITE PLAN
08-13-25	REVISIONS PER VILLAGE COMMENTS

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Stormwater Management
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LANDSCAPE PLAN
DUTCH BROS
ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	06-05-25
SCALE:	1"=20'

SHEET NO.
L2.0
PROJ. NUMBER:

PLANT PALETTE

TREES

Gleditsia triacanthos var. inermis 'Skycole'

Tilia cordata 'Greenspire'

DECIDUOUS SHRUBS

Ribes alpinum

Rhus aromatica 'Gro-Low'

Spiraea alba

Spiraea japonica 'Magic Carpet'

EVERGREEN SHRUBS

Buxus x 'Green Velvet'

Juniperus chinensus 'Kallays Compact'

Taxus x media 'Densiformis'

ORNAMENTAL GRASSES

Festuca glauca 'Elijah Blue'

Panicum virgatum 'Shenandoah'

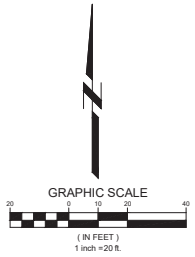
PERENNIALS

Hemerocalis 'Pardon Me'

Liriope spicata

Veronica 'Hocus Pocus'

Brunerra macrophylla 'Jack Frost'



REVISIONS

2.14.26	REVISED PER CITY COMMENT

SUSTAINABLE DESIGN | SUSTAINABLE LIVING

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Stormwater Management
418 South Cass Avenue, Westmont, IL 60559
Office: (630) 964-3117 • wolfpackllc.com

PLANT PALETTE

DUTCH BROS

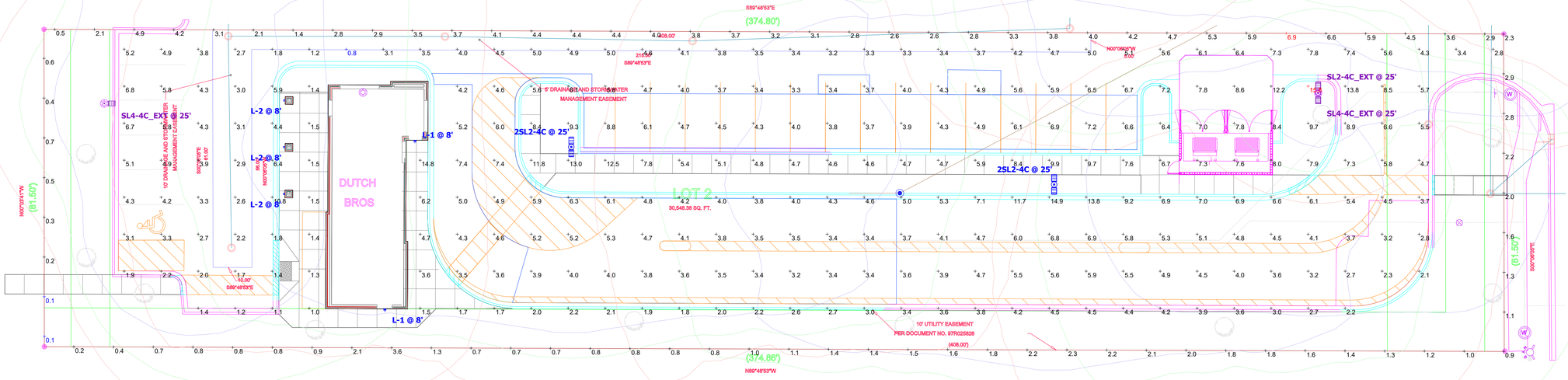
ALGONQUIN, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	06-05-25
SCALE:	NO SCALE

SHEET NO.

L3.0

PROJ. NUMBER:



Statistics

Description	Symbol	Avg	Max	Min	Max / Min	Avg / Min
Property Line Light Levels	+	2.3 fc	6.9 fc	0.1 fc	69.0:1	23.0:1
Parking Lot Light Levels	+	4.9 fc	15.8 fc	0.8 fc	19.8:1	6.1:1

Schedule

Symbol	Label	Qty	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
	2SL2-4C	2	GLEON-SA4C-740-U-SL2	RELOCATED EXISTING POLE LOCATION with NEW Double Head D180 Cooper Lighting Solutions McGraw Edison Galleon Series LED Area Unit w/Type SL2 Distribution (22.5ft. Pole Height w/2.5ft. Concrete Base)	LED/4000K (SA4C)	64	437	0.95	450
	SL2-4C_EXT	1	GLEON-SA4C-740-U-SL2	EXISTING POLE LOCATION with NEW Single Head Cooper Lighting Solutions McGraw Edison Galleon Series LED Area Unit w/Type SL2 Distribution (EXISTING POLE LOCATION at 25FT)	LED/4000K (SA4C)	64	437	0.95	225
	SL4-4C_EXT	2	GLEON-SA4C-740-U-SL4	EXISTING POLE LOCATION with NEW Single Head Cooper Lighting Solutions McGraw Edison Galleon Series LED Area Unit w/Type SL4 Distribution (EXISTING POLE LOCATION at 25FT)	LED/4000K (SA4C)	64	423	0.95	225
	L-1	2	SG1-20-4K7-FT	Hubbell Outdoor Lighting Current TradeSelect Sling SG1 Series Wall Mounted LED Wallpack Unit w/Forward Throw Optics	LED/4000K	1	2309	0.95	20.9
	L-2	3	MT-31426-M-W40	Ligman Lighting USA Matrix 4 Series Surface Wall Mount LED Sconce Unit w/Downlight ONLY Medium Beam Illumination	1 COB LED 4000K	1	1123	0.95	14.3

Dutch Brothers Coffee - Algonquin, IL (Randall Rd)
Photometric Site Lighting Design

Designer
Adam Carrier
Date
12/15/2025
Scale
Not to Scale
Drawing No.

Summary

1 of 1

Site ID
IL0501

Site Address
541 S Randall Rd
Algonquin IL 60102

Date
04-20-2026

Revision
06

As the Owner/Lessor/Mortgage or Security interest holder, I hereby acknowledge and accept the installation of signs as illustrated within the renderings shown within this brand proposal. By signing below I consent to the installation of signs at the premises and property address listed within this brand proposal and acknowledge that I have reviewed all details of this brand proposal in its entirety.

Signature of (Owner/Lessor/Mortgage or Security Interest Holder)

Print Name

Date

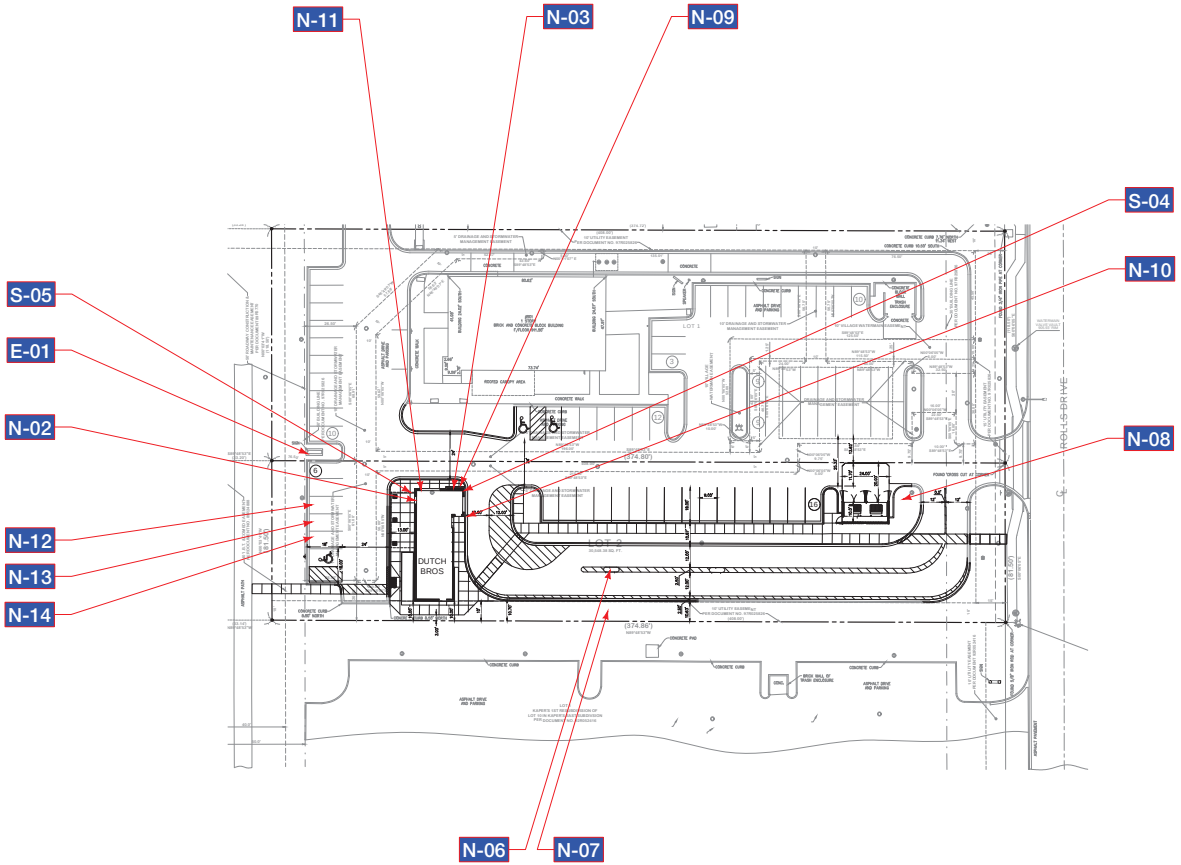
2160 LAKESIDE CENTRE WAY #105, KNOXVILLE, TN 37922 | 865.692.4058

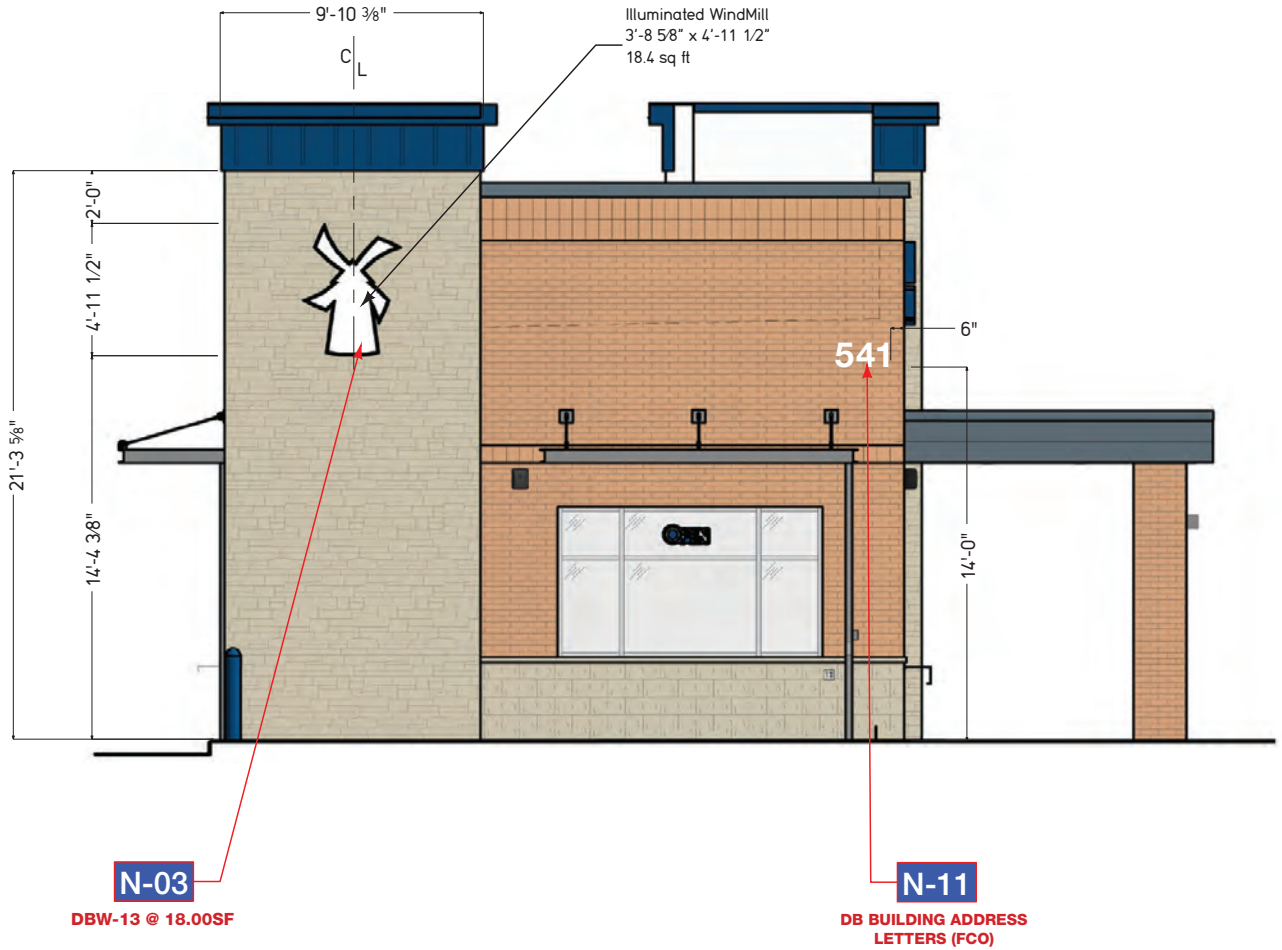
SIGN GUIDE

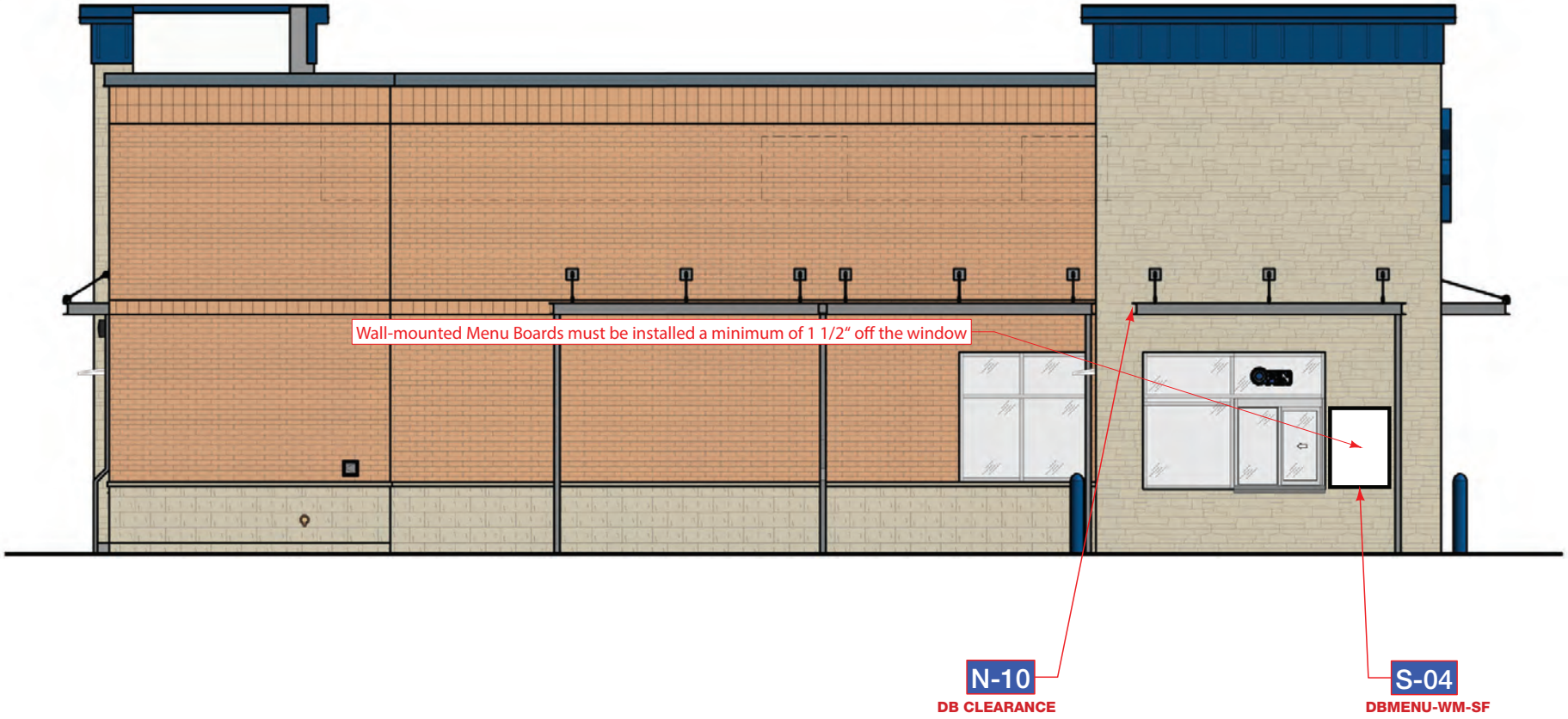
PROPOSED SIGNS

KEY	RECOMMENDED SIGN	SQUARE FOOTAGE
E-01	TENANT PANEL	15.22
N-02	DBCL10	28.33
N-03	DBW13	18.4
N-04	DBMENU-WM	10.7
N-05	DBMENU-WM	10.7
N-06	DBMENU-PM-SF	21.70
N-07	DBMENU-PM-SF	21.70
N-08	DBDIR-DT-SF	3.0
N-09	DBDIR-EO-DF	3.0
N-10	DB CLEARANCE	.75
N-11	ADDRESS NUMERALS (541)	4.06
N-12	MOBILE PICKUP SIGN	1.5
N-13	MOBILE PICKUP SIGN	1.5
N-14	MOBILE PICKUP SIGN	1.5

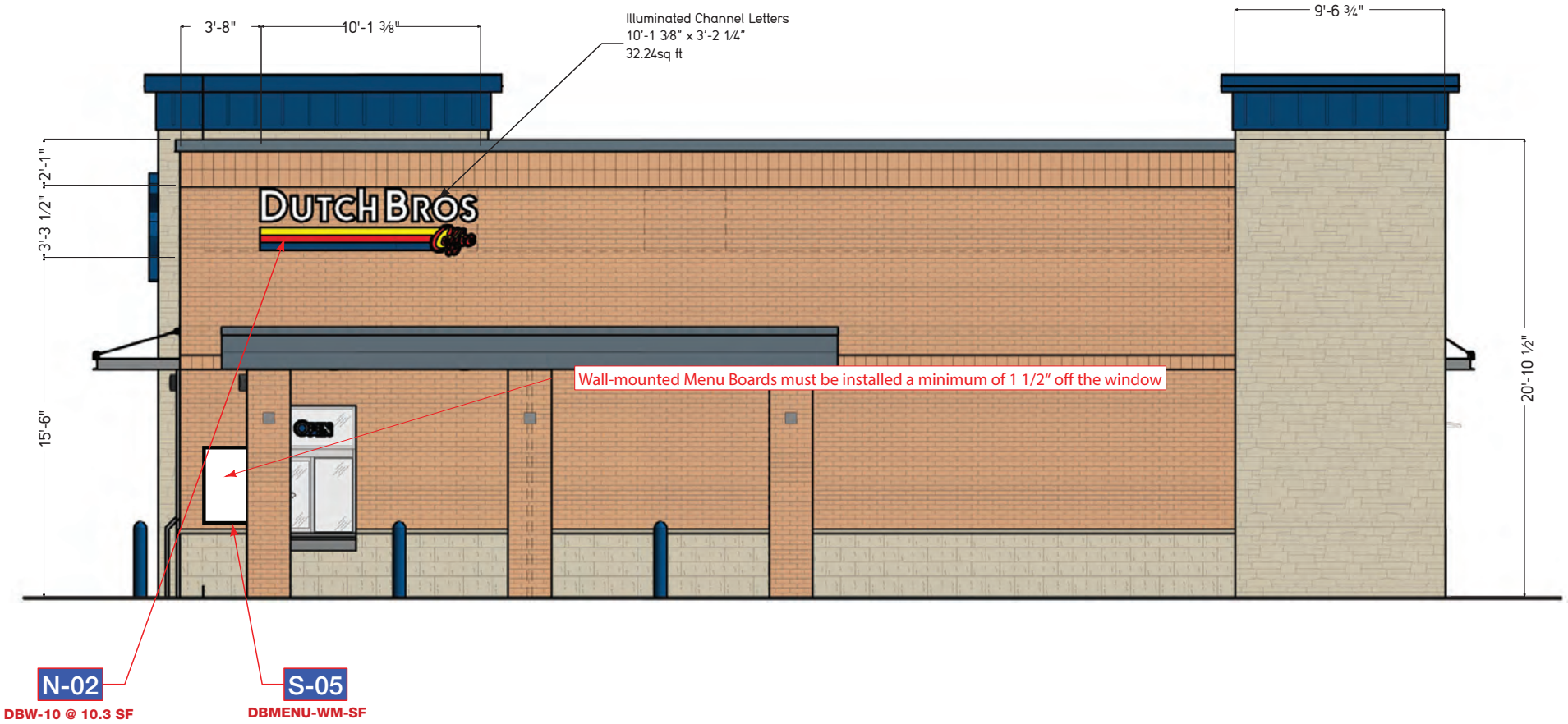
SITE PLAN




9'-10 3/8"
C
L
Illuminated WindMill
3'-8 5/8" x 4'-11 1/2"
18.4 sq ft
2'-0"
4'-11 1/2"
14'-4 3/8"
21'-3 5/8"
6"
541
14'-0"
N-03
DBW-13 @ 18.00SF
N-11
DB BUILDING ADDRESS
LETTERS (FCO)


Wall-mounted Menu Boards must be installed a minimum of 1 1/2" off the window
N-10
DB CLEARANCE
S-04
DBMENU-WM-SF

541


3'-8"
10'-1 3/8"
Illuminated Channel Letters
10'-1 3/8" x 3'-2 1/4"
32.24sq ft
9'-6 3/4"
2'-1"
3'-3 1/2"
15'-6"
20'-10 1/2"
DUTCH BROS
Wall-mounted Menu Boards must be installed a minimum of 1 1/2" off the window
N-02
DBW-10 @ 10.3 SF
S-05
DBMENU-WM-SF

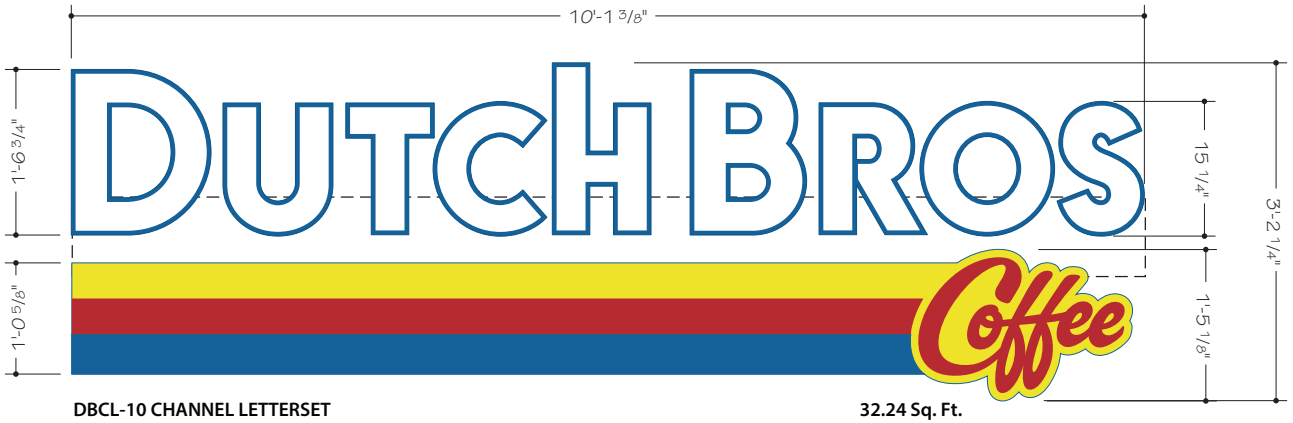
CUSTOM MONUMENT TENANT PANEL

COLOR CODE

- 230-015 YELLOW PSV
- 230-33 RED PSV
- 230-127 INTENSE BLUE PSV
- WHITE
- DB CUSTOM DARK BLUE (POLE)
- 230-36 DARK BLUE (LID)
- 230-127 INTENSE BLUE (LID)
- 230-147 DEEP SKY BLUE (LID)

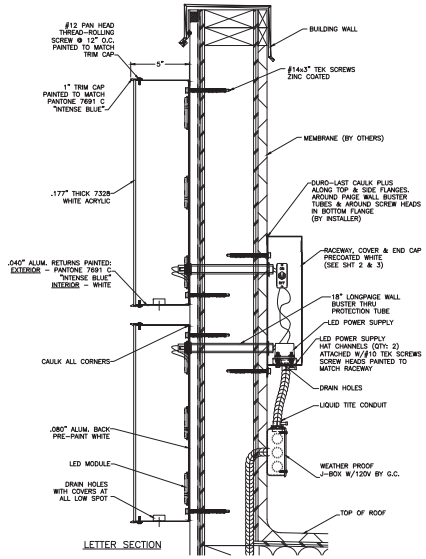
Typical-Day

Typical-Night



DBCL-10 CHANNEL LETTERSET 32.24 Sq. Ft.

Side View



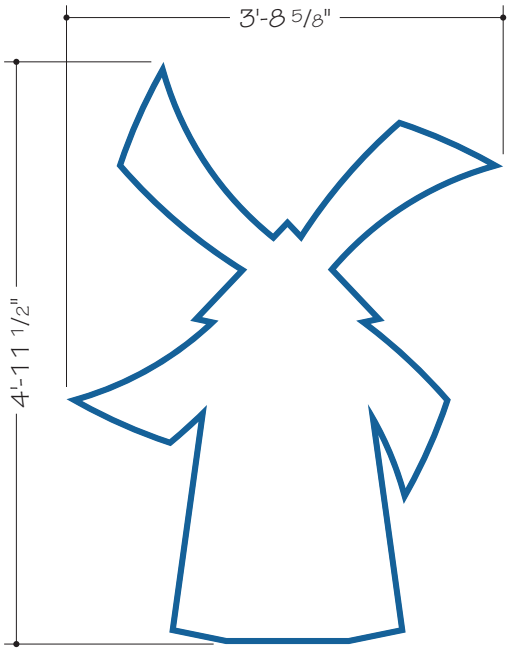
- Face Lit Flush Mount Channel Letters Returns & Trimcap painted to match Pantone 7691 C "Intense Blue"
- Letter 7328 White Acrylic Faces w/ 230-127 Intense Blue Outline
- Coffee Logo 7328 White Acrylic Faces w/ 230-127 Intense Blue / PSV 230-015 Yellow PSV, 230-33 Red PSV Vinyls
- LED illumination

COLOR CODE

- 230-015 YELLOW PSV
- 230-33 RED PSV
- 230-127 INTENSE BLUE PSV
- WHITE

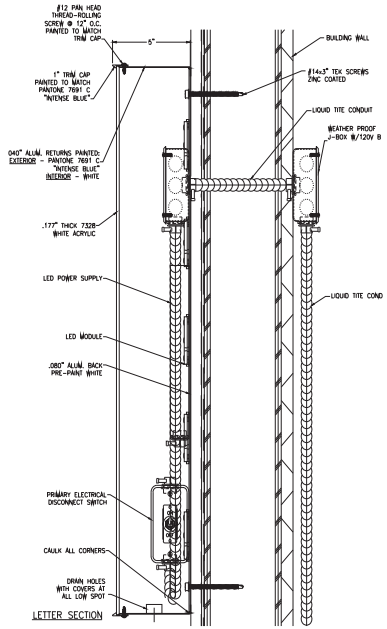
Typical-Day

Typical-Night



DBW-13 WINDMILL 18.4 Sq. Ft

Side View



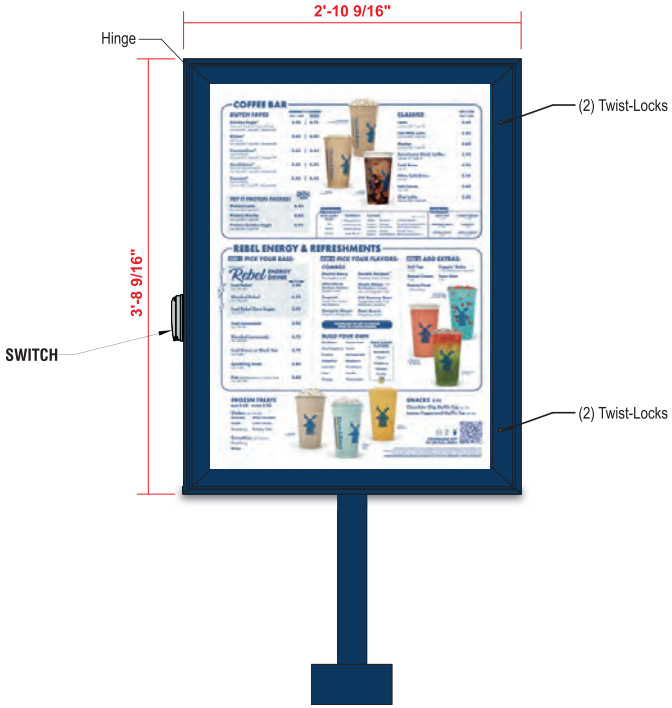
- Face Lit Flush Mount Channel Logo Returns & Trimcap painted to match pantone 7691 C "Intense Blue"
- Letter 7328 White Acrylic Faces w/ 230-127 Intense Blue Outline
- LED illumination

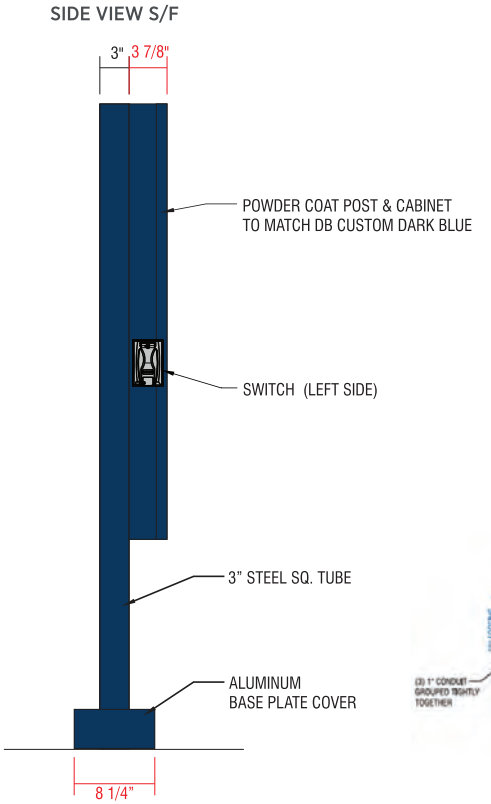
COLOR CODE

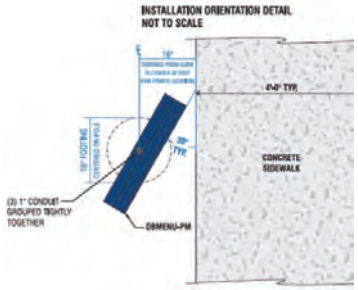
230-127 INTENSE BLUE PSV

Typical-Day

Typical-Night







Typical

DBMENU-PM-SF

FREESTANDING BACK-LIT MENU SIGN

- Printed menu panel not included
- LED outdoor light box
- Lockable hinged door
- Aluminum construction
- Assemble post & menu
- Footing installed by G.C.

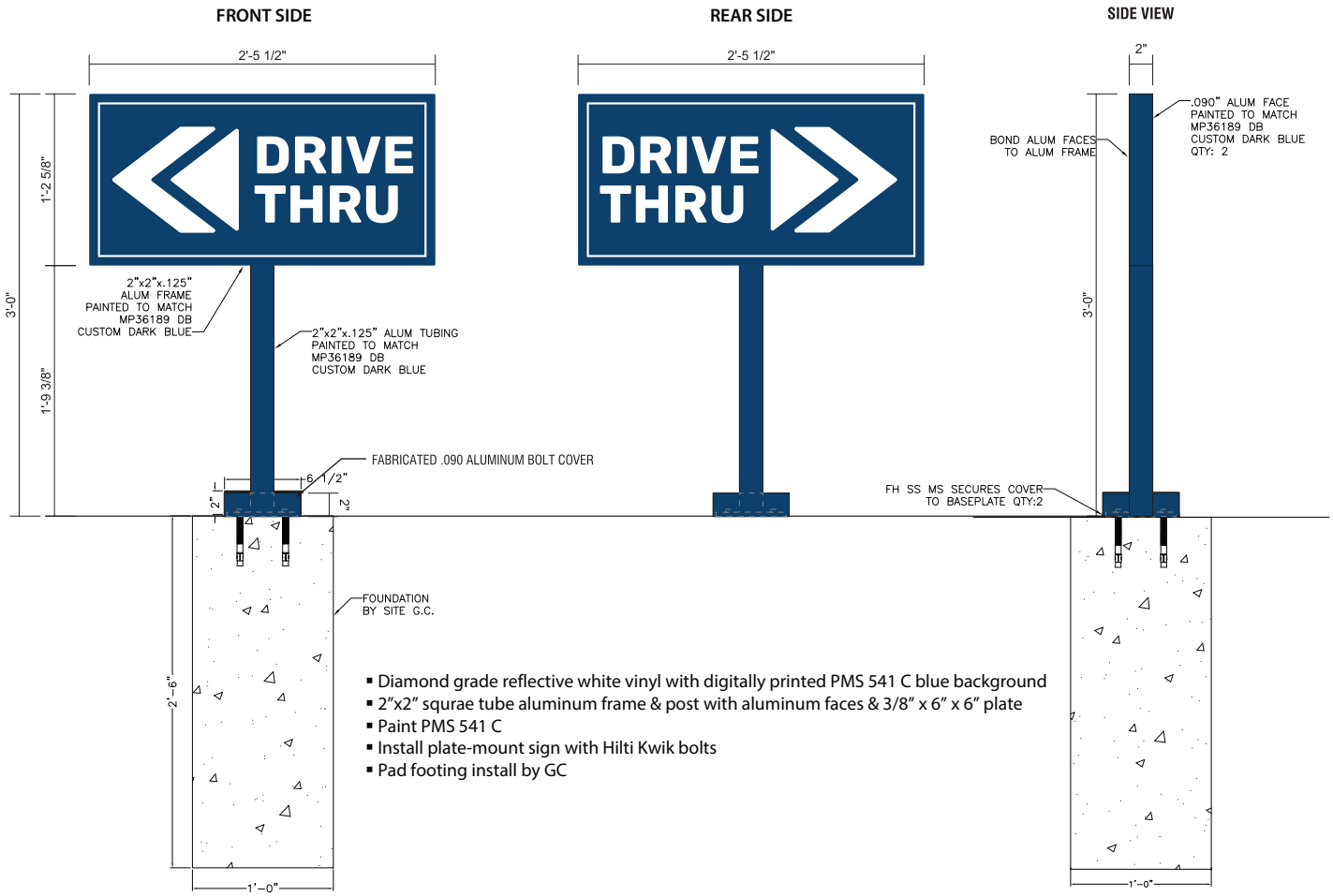
COLOR CODE

DIGITAL PRINT

POWDER COATED
DB CUSTOM DARK BLUE

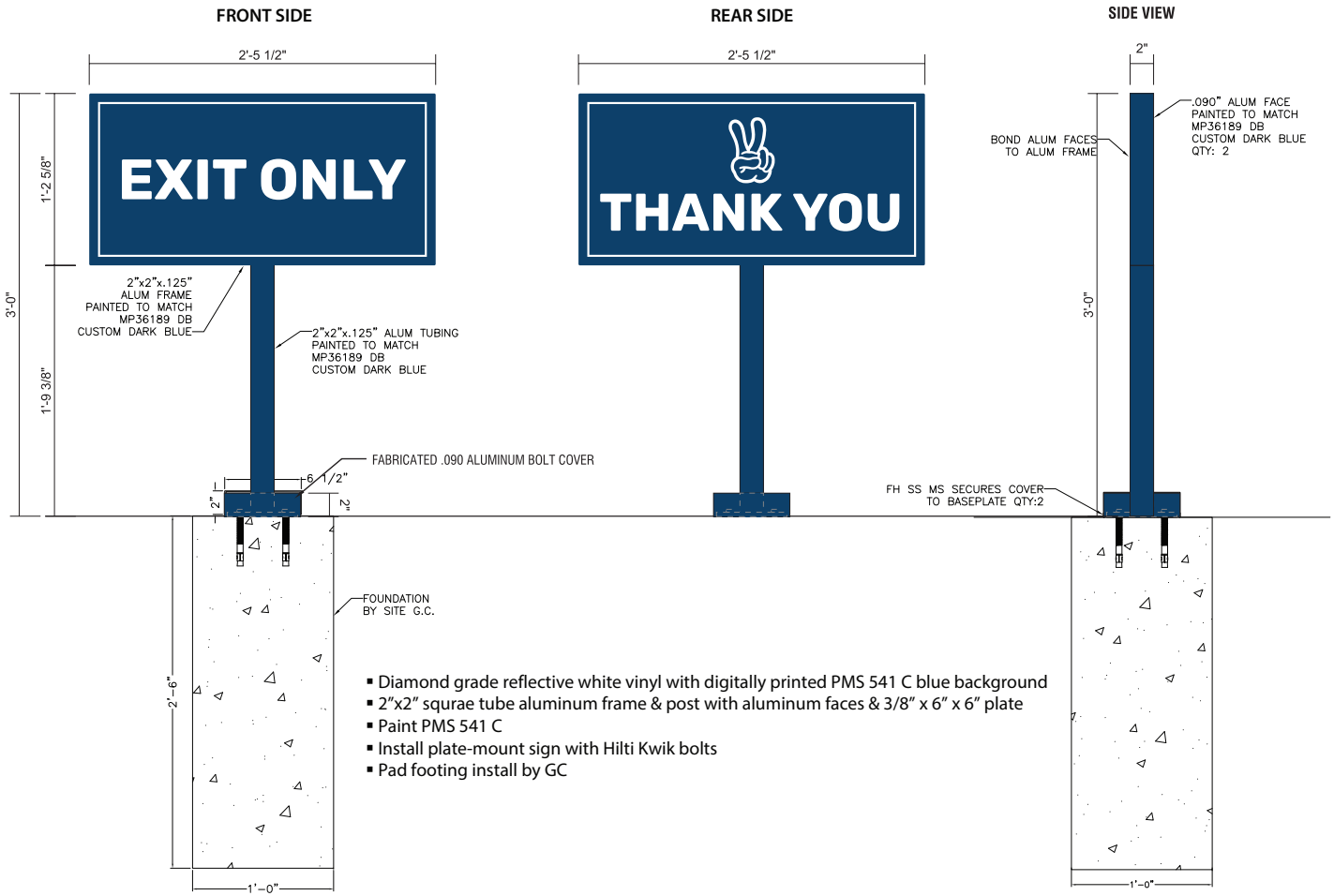
Install Vendor is responsible for digging the hole, concrete, rebar, and installation of the Pylon/Monument Sign.

DBDIR-DT-DF



- Diamond grade reflective white vinyl with digitally printed PMS 541 C blue background
- 2"x2" squrae tube aluminum frame & post with aluminum faces & 3/8" x 6" x 6" plate
- Paint PMS 541 C
- Install plate-mount sign with Hilti Kwik bolts
- Pad footing install by GC

DBDIR-EO-DF



- Diamond grade reflective white vinyl with digitally printed PMS 541 C blue background
- 2"x2" squrae tube aluminum frame & post with aluminum faces & 3/8" x 6" x 6" plate
- Paint PMS 541 C
- Install plate-mount sign with Hilti Kwik bolts
- Pad footing install by GC

DB CLEARANCE

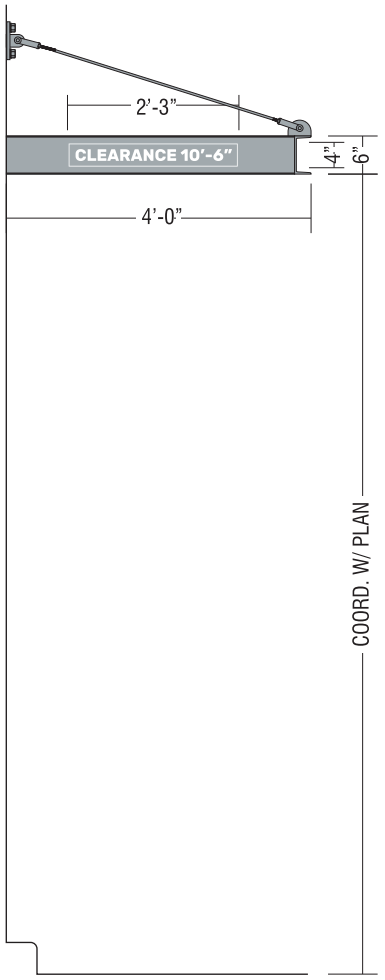
AWNING-MOUNTED CLEARANCE SIGN

COLOR CODE

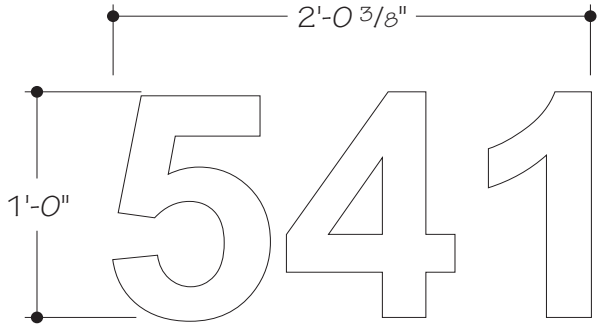
- REFLECTIVE WHITE PSV
- DB LIGHT GREY (PMS 429 C)

- 3mm ACM sign panel painted DB Light Grey
- White reflective vinyl copy & border (numbers shipped loose & field applied.
- Mount directly to aluminum awning drive-thru entrance side
- with exterior grade 3M VHB tape.

ELEVATION
SCALE: 1/2"=1'-0"

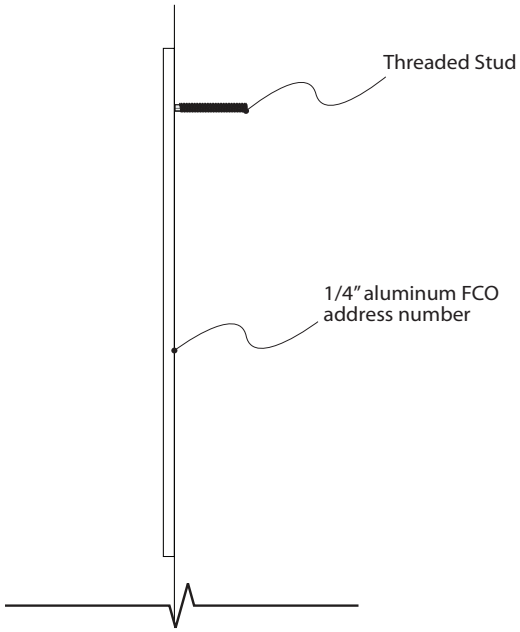


DB BUILDING ADDRESS LETTERS (FCO)

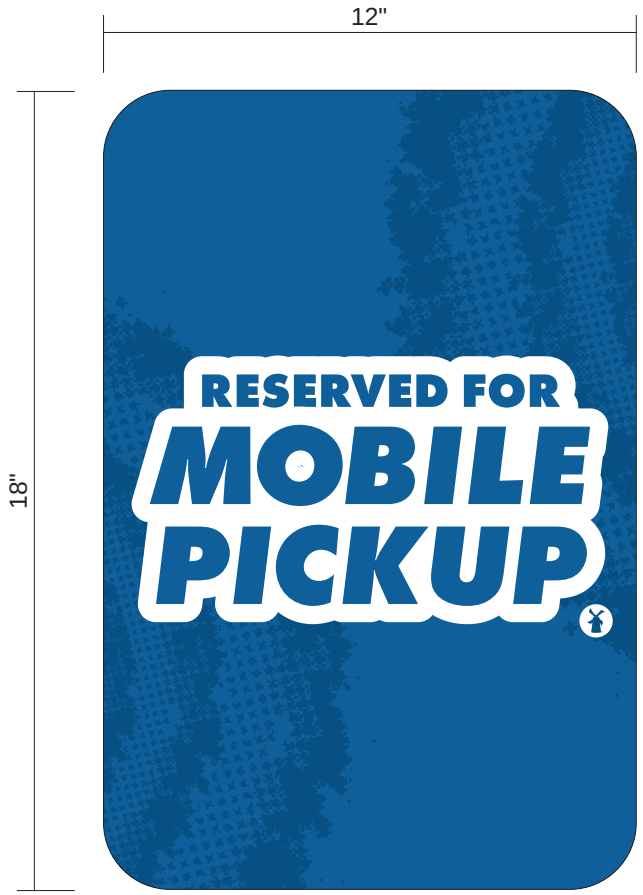


- Painted satin white with reflective white vinyl (1st surface)
- Numerals 1/4" thick aluminum
- Arial Bold font

1234567890



SIDE VIEW



12" X 18" ALUMINUM OR ACM SIGN BLANK WITH 1 1/2" RADIUS CORNERS
DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED GRAPHICS & MATTE FINISH OVERLAM

G.C. TO MOUNT TO EXISTING SIGN POST

NOTE: (if applicable)

Traffic Management Plan

IL0501
541 South Randall Road
Algonquin, IL

Operator
TBD

Business Coach
TBD

Regional Activation Coach:
TBD

Kyle Dallas
Site & Traffic Plan Administrator
Dutch Bros. HQ | Tempe, AZ
C: 602.525.8737
E: Kyle.Dallas @DutchBros.com

Who We Are

Dutch Bros Inc. (NYSE: BROS) is a high-growth operator and franchisor of drive-thru shops that focus on serving high QUALITY, hand-crafted beverages with unparalleled SPEED and superior SERVICE.

Founded in 1992 by brothers Dane and Travis Boersma, Dutch Bros began with a double-head espresso machine and a pushcart in Grants Pass, Oregon. While espresso-based beverages are still at the core of what we do, Dutch Bros now offers a wide variety of unique, customizable cold and hot beverages that delight a broad array of customers.

We believe Dutch Bros is more than just the products we serve—we are dedicated to making a massive difference in the lives of our employees, customers and communities. This combination of hand-crafted and high-quality beverages, our unique drive-thru experience and our community-driven, people-first culture has allowed us to successfully open new shops and continue to share the “Dutch Luv” at 1,043 locations across 19 states as of June 30, 2025.

Traffic Management Plan Overview

1

The Site & Traffic Plan Administrator creates a custom traffic management plan that is tailored to each unique site.

Each plan identifies paths of travel for customers, points of ingress/egress, crew parking, directional sign placement, and suggested staffing placement.

City ordinances, CC&Rs, easements agreements, etc., are reviewed when a traffic management plan is created to ensure compliance.

2

Once the plan is completed, it is then shared with the field leadership team for the subject shop and market area (i.e. Regional Operator, Business Coach, and Regional Activation Coach).

Field leadership provides feedback on the traffic management plan and can request revisions, if needed.

Once the plan is approved, directional a-frame/cone topper signs are ordered to be sent to the shop.

3

Field leadership and crew setup the traffic management plan by placing temporary signs, cones, and readying staff for placement.

All cones and temporary signs are removed at the end of each business day.

If third party traffic control is needed, the field leadership team will identify dates, times, and number of controllers needed approximately one (1) to two (2) weeks prior to the grand opening date.

All traffic management plans are subject to change depending on operational need and external factors as determined by Dutch Bros. HQ and the regional field leadership team.

Traffic Management Positions

Line Buster

Dutch Bros. Crew Member

This position primarily obtains drink orders from customers that are lined up in the queue behind the ordering window. They are equipped with iPad's, card readers, and some with cash bags for cash transactions. Their objective is to quickly and accurately obtain customer orders down the line to expedite time spent at the window. In some cases, a Line Buster may also run drinks out to cars as orders are completed.

Drink Runner

Dutch Bros. Crew Member

More commonly staffed during the grand opening period; this position's responsibility is to run completed drink orders out to cars in the queue. They may also help customers coordinate exiting the line using the escape lane and allowing customers to pull forward and shorten the queue.

DB Traffic Controller

Dutch Bros. Crew Member

Dutch Bros. crew members may also direct on-site traffic to ensure traffic flow remains unhindered at key points within drive aisles. Traffic Controllers are briefed on the traffic plan to ensure properly coordinated execution. They also will setup and take down cones and a-frame signs as needed.

Third Party Traffic Controller

Third Party Contracted

Described on page 5

Third Party Traffic Control

Hired by Third Party Broker

Dutch Bros. works with a national broker that recruits off-duty police officers from city, county, and state jurisdictions.

Off-Site Traffic Management

Third party traffic controllers work primarily off-site to manage overflow traffic. They provide direction to customers and keep public roadways and primary drive aisles clear.

Order Time-frame

Dutch Bros. HQ and the regional field leadership team determine the need for third party traffic control (dates, times, and number of officers). An order is submitted to our broker one to two weeks prior to the grand opening date. Traffic controllers orders are usually submitted in one to two week blocks.

Alternative

If there are not any available off-duty officers to fill the traffic control roles, our broker then reaches out to national security companies (i.e. Securitas, GardaWorld) to obtain security guards to fill the vacant positions.

Consistent Coverage Evaluation

The regional field leadership team evaluates toward the end of each order period if the need for third party traffic control is still existent or if it can be adjusted or eliminated. Queue times, number of customer visits, and additional data are gathered regularly to determine coverage needs.

Special Occasions

From time-to-time, Dutch Bros. has community giveback days (i.e. Dutch Luv, Drink one for Dane) or other marketing campaigns that cause an influx of customers to visit their local shop. Regional leadership teams plan ahead for these days and can request third party traffic control as needed based on historical, shop specific trends.

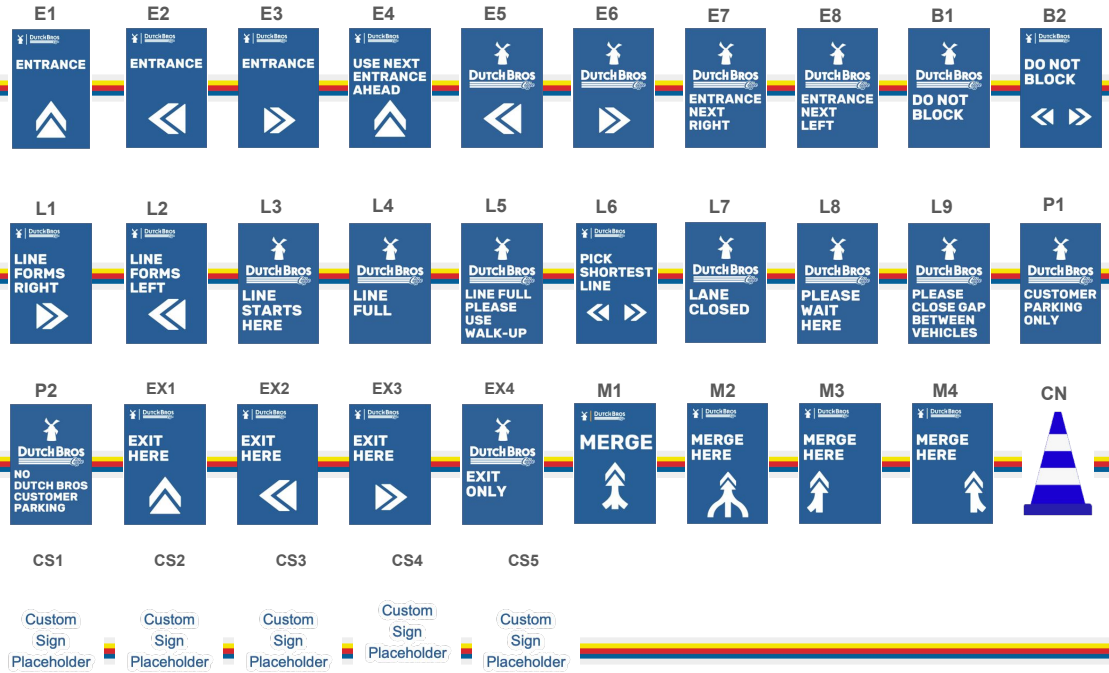
A-Frame Directional Sign Example

A-Frame Dimensions:
"Sandwich Board"
24 Inches Wide
36 Inches Tall

Signs shown are only examples. Custom a-frames and cone-toppers can be made upon request.

Traffic Management Plan

Sign Key



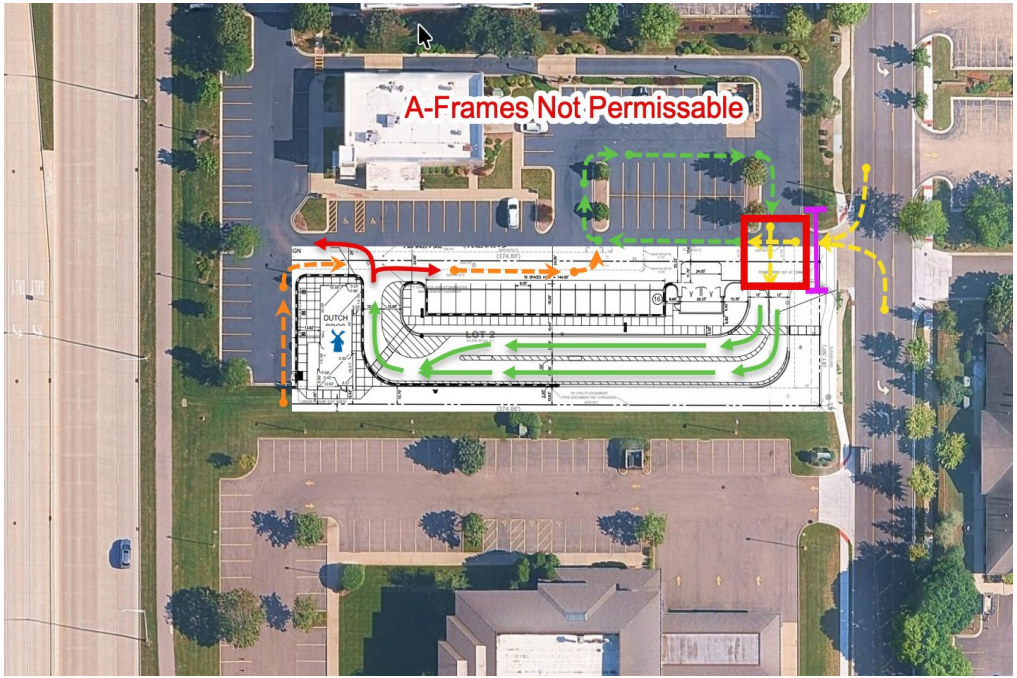
Examples as Portrayed on Plan

E2/AF

1. ***Letter(s)/Number*** identifies specific sign placed (i.e. ***E2*** would be an entrance sign with a left arrow.
2. ***AF*** stands for ***A-Frame***.
3. ***CT*** stands for ***Cone-Topper***.
4. ***Custom Signs*** will be marked as ***CS*** (i.e. ***CS1/AF***) and will have specific verbiage notated directly on the plan.

Traffic Management Plan

Sign Placement



Map Key

- Ingress/Queue *Stopped Cars*
- Egress
- Overflow Queue *Stopped Cars*
- Path of Travel *No Stopped Cars*

Traffic Management Plan

Staffing Placement

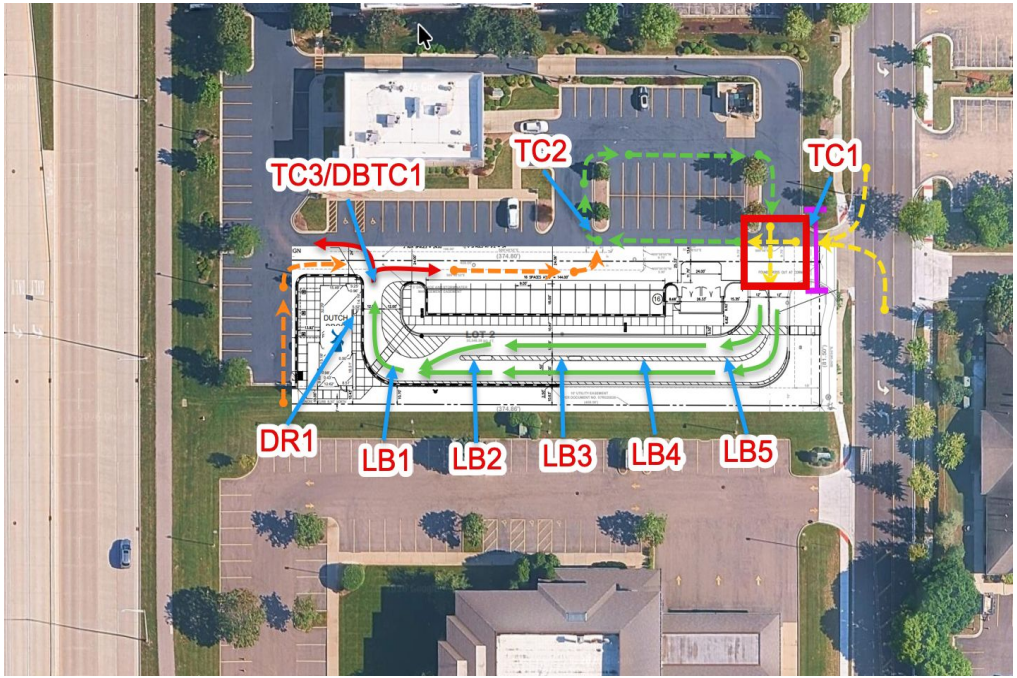
Staffing Key

LB
Line Buster

DR
Drink Runner

DBTC
Dutch Bros. Traffic Controller

TC
Third Party Traffic Controller
(Off-Duty Officer/Security Guard)



Map Key

- Ingress/Queue *Stopped Cars*
- Egress
- Overflow Queue *Stopped Cars*
- Path of Travel *No Stopped Cars*

Traffic Management Plan

Crew Parking

Traffic Management Plan Supplemental Notes:

Traffic Flow

1. Yellow Dashed Arrows indicate where cars are intended to travel and will not allowed to be stopped/queued.
2. Green Dashed Arrows are where cars will be directed to queue up as an overflow queue.
3. Red Arrows show two possible routes that customers may be directed to exit the queue dependent on the traffic flow of the development.
4. Orange Dashed Arrow highlights a possible route customers may use to enter the queue.
5. Red Rectangle indicates a "keep clear" area to ensure traffic can pass through without interruption.
6. Purple Line is the absolute cut off that customers will be directed to not block.

Overflow Queuing

1. The majority of customers are expected to enter off of Rolls Drive near the entrance of the protected queue.
2. Once the protected queue reaches capacity, customers will be directed by third party traffic control to then circle the center parking island.
3. Traffic controllers will ensure the "keep clear" area remains clear and will hold customers at the end of the overflow queue until space in the protected queue opens.
4. Customers traveling along the orange dashed arrow and attempting the prematurely enter the queue will be guided by TC2 to the entrance of the overflow queue or directed to park and utilize the walk-up once the overflow queue reaches capacity.
5. Once the overflow queue reaches capacity, customers will be directed to park and utilize the walk-up window.

A-Frame Signs

1. A-Frame signs are not permissible and will not be placed.

Third Party Traffic Control

1. Third Party Traffic Controllers will be hired for Grand Opening and the following weeks.
2. The Field Leadership Team for this shop will evaluate the need of third party traffic control daily.
3. Third Party Traffic Controllers are hired via third party broker and are usually off-duty police officers.
4. TC1 will ensure that customers are not blocking the "keep clear" area and prevent customers from queuing on the roadway.
5. TC2 will help manage the overflow queue and direct customers that are attempting to enter the queue prematurely.
6. TC3/DBTC1 will direct customers which way to exit out of the queue dependent on the traffic flow in the development.

Service Time

1. Hour service time goal is 45-60 seconds per customer.
2. Grand Opening Support will be onsite for the first few weeks that the shop is open to help train and integrate new crew members.

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick M. Knapp, AICP, Director
Stephanie Barajas, Planner

DEPARTMENT: Community Development

SUBJECT: Consider an Ordinance Amending the Zoning Code Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty

---

ACTION REQUESTED:

The Village of Algonquin, the "Petitioner", is requesting approval of Text Amendments to the Zoning Code in Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty. The Text Amendments are intended to modernize definitions, clarify existing regulations, and introduce new standards to address evolving land uses, emerging technologies, and operational issues identified by staff. A future Zoning Code amendment will address the final version of any state legislation currently being discussed.

COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at its April 13, 2026, meeting. No one from the public commented at the Public Hearing.

The Planning and Zoning Commission recommended approval of an amendment to Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty, as outlined in the staff report for PZ-2026-05. The Motion was approved 6-0.

DISCUSSION:

In addition to the updates outlined in the Planning & Zoning Staff Report, staff is correcting a scrivener's error in the Table of Contents.

Staff is also recommending a small addition to the driveway definition (highlighted): *A vehicular access way located on a lot, providing ingress and egress between a street or alley and a garage, parking area, or other lawful parking space. A driveway is designed for access and maneuvering*

and is not intended for the long-term storage of vehicles unless expressly permitted by this Code. For purposes of this definition, a driveway includes any associated driveway edging.

In addition, staff is recommending that a special use be required for accessory-scale Battery Energy Storage Systems in the I-2 Zoning District.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Text Amendment to Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty, as outlined in the staff report for PZ-2026-05.

ATTACHMENTS:

- Exhibit A Planning & Zoning Commission Staff Report for Case No. PZ-2026-05
- Exhibit B DRAFT Minutes from the April 13, 2026 Planning & Zoning Meeting
- Exhibit C Current Zoning Code: Chapter 21

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

CASE NUMBER:	PZ-2026-05
MEMO DATE:	April 10, 2026
PUBLIC HEARING DATE:	April 13, 2026
PETITIONER:	Village of Algonquin

REQUEST SUMMARY

The Village of Algonquin, the "Petitioner", applied for approval of Text Amendments to the Zoning Code in Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty.

STAFF RECOMMENDATION

Staff recommends approval of this text amendment.

DISCUSSION OF STAFF RECOMMENDATION

Key:
Notes/Moved Text
New Text
~~Deleted Text~~
No Changes to Text

Section 21.3 Definitions

The amendment updates and expands zoning definitions to reflect updated standards, clarifies existing terms, and introduces new land uses, including adult day care, accessory structures, battery energy storage systems (BESS), data centers, independent senior living, outdoor sales categories, solar energy facilities, driveways, fitness centers, and outdoor storage, and defines Certificate of Completion.

- Update "ACCESSORY BUILDING OR USE" definition to relocate regulatory language to Section 21.15 Accessory Structures.

> **ACCESSORY BUILDING OR USE**: A subordinate building or use that is located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulations.
>
> ~~An "accessory use" includes, but is not limited to, the following:~~
>
> ~~1. A children's playhouse, garden house, and private greenhouse.~~
>
> ~~2. A garage, shed, or building for domestic storage.~~
>
> ~~3. Pools and water gardens.~~
>
> ~~4. Gazebo, either attached to a deck or freestanding; a structure with a roof.~~
>
> ~~5. Storage of merchandise normally carried in stock on the same lot with any retail service or business use, unless such storage is excluded by the district regulations.~~

~~6. Storage of goods used in or produced by manufacturing activities, on the same lot or parcel of ground with such activities, unless such storage is excluded by the district regulations.~~

~~7. Off-street motor vehicle parking areas and loading and unloading facilities.~~

~~8. Public utility communication, electric, gas, water, and sewer lines, and their supports and incidental equipment.~~

~~9. Private boat slips and docks.~~

~~10. Where a substantial part of the wall of an accessory building is part of the wall of the main building or where an accessory building is attached to the main building in a substantial manner as by a roof, such accessory building shall be counted as part of the main building and conform to all regulations applicable thereto.~~

- Update "ADULT DAY CARE" definition to match the State definition.

  ADULT DAY CARE: ~~A non-residential facility offering supervised care, recreation, or training of adults.~~ A non-residential facility providing adult day services, including supervision, personal care, medical support, and structured programs, for less than twenty-four (24) hours per day.

- Add "BATTERY ENERGY STORAGE SYSTEM (BESS)" definition. This addition is necessary to define and regulate the new land use type

  BATTERY ENERGY STORAGE SYSTEM (BESS): One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, as defined in the International Fire Code (IFC), as amended. A BESS includes battery modules, cells, racks, cabinets or containers, battery management systems, inverters, power conversion equipment, disconnects, and associated electrical, thermal management, fire detection, and fire suppression systems necessary for safe and code-compliant operation

- Add "BATTERY ENERGY STORAGE SYSTEM (BESS), ACCESSORY" definition. This addition is necessary to define and regulate the new land use type

  BATTERY ENERGY STORAGE SYSTEM (BESS), ACCESSORY: A Battery Energy Storage System (BESS) that is incidental and subordinate to a permitted principal use and is intended primarily to serve on-site energy demands of the property on which it is located, including systems accessory to renewable energy installations or principal buildings. Accessory systems shall not be considered utility-scale facilities.

- Add "BATTERY ENERGY STORAGE SYSTEM (BESS), UTILITY SCALE" definition. This addition is necessary to define and regulate the new land use type

  BATTERY ENERGY STORAGE SYSTEM (BESS), UTILITY SCALE: A principal use consisting of one or more Battery Energy Storage Systems (BESS) designed to store and discharge electrical energy to the electric grid or to serve multiple off-site users, typically operated by a public utility or commercial energy provider.

- Update "CAR WASH" definition. The current definition describes a single facility type and does not reflect the range of car wash facilities common today.

CAR WASH: ~~A building, or portion thereof, where motor vehicles are washed by a mechanical device.~~ A building or area containing facilities for the washing, cleaning, or detailing of motor vehicles. Such facilities may include automated or self-service equipment, conveyor systems, sprayers, brushes, vacuums, hand-washing or detailing services, dog washing stations, and related accessory equipment or services.

- Add "Certificate of Completion" definition. This certificate will fill in the gap for projects that do not require or are not ready for a Certificate of Occupancy, but have been completed, such as a new building shell permit or hvac improvements.

CERTIFICATE OF COMPLETION: A certificate issued by the Building Commissioner confirming that the construction or alteration of a building or structure has been completed in conformance with the provisions of this Chapter and all applicable building, zoning, and health regulations, but where occupancy is either not authorized or not affected by the scope of the completed work.

- Add "Certificate of Occupancy" definition. This certificate is already referenced in the Zoning Code, but has not yet been defined.

CERTIFICATE OF OCCUPANCY: A certificate issued by the Building Commissioner confirming that a building or structure, or a designated portion thereof, complies with the provisions of this Chapter and all applicable building, zoning, and health regulations, and authorizing the building or structure to be occupied and used for the purpose specified therein.

- Update "COMMERCIAL SOLAR ENERGY FACILITY" definition to include roof-mounted commercial solar facilities, as this use is also an option.

COMMERCIAL SOLAR ENERGY FACILITY: Any device or assembly of devices that is ground or roof mounted ~~installed~~ and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

- Add "DATA CENTER" definition. This addition is necessary to define and regulate the new land use type.

DATA CENTER: A building or group of buildings used primarily to accommodate network servers and related electronic equipment for the storage, processing, and distribution of digital information, including supporting mechanical equipment, emergency power generation, fuel storage, and cooling systems necessary for continuous operation.

- Update "DRIVE-THROUGH RESTAURANT" definition. This update will provide clarification on what falls under the land use type and will be moved to alphabetical order. The definition will be in line with current policies.

DRIVE-THROUGH RESTAURANT: ~~Any food service establishment, restaurant, or similar place in which food or drink is for sale for consumption on the premises or elsewhere in which service is received in a motor vehicle or at a central service window. The term drive-through shall apply to any food service establishment in which service is made to a customer at a location other than tables on the premises intended for use by the customer for eating.~~ Any food service establishment, restaurant, or similar use in which food or beverages are sold for consumption on or off the premises and where customers are served while remaining in a vehicle through a designated drive-through/up lane. This definition shall not include spaces where

customers park in a designated parking space and retrieve their order without the use of a drive-through lane.

- Update "DRIVE-THROUGH" definition. This update will expand the current vague definition by providing clarification on the use and applicability.

  DRIVE-THROUGH/UP SERVICE: ~~A business establishment so developed that its retail or service is provided to serve the patrons while in the motor vehicle.~~ A designated vehicular lane, or lanes, including associated stacking spaces, designed or intended to allow customers to receive goods, services, or conduct transactions while remaining in a vehicle. A drive-through lane includes any service window, pick-up window, order station, automated kiosk, or similar facility that is accessible directly from a vehicle.

- Add "DRIVEWAY" definition. This definition is necessary for regulating a common accessory use. Driveway is already defined in Chapter 22, but note that the Chapter 22 definition will also be updated to match this new definition.

  DRIVEWAY: A vehicular access way located on a lot, providing ingress and egress between a street or alley and a garage, parking area, or other lawful parking space. A driveway is designed for access and maneuvering and is not intended for the long-term storage of vehicles unless expressly permitted by this Code.

- Update "FITNESS CENTER" definition. This addition is necessary to provide clarification on where the use is allowed.

  FITNESS CENTER: A building or space less than 10,000 square feet that houses exercise equipment and facilities for the purpose of physical exercise conducted solely within the fully enclosed building or tenant space, excluding shower facilities and court areas. (See also Health Club)

- Add "INDEPENDENT SENIOR LIVING CENTER" definition. This addition is necessary to define a common land use type.

  INDEPENDENT SENIOR LIVING CENTER: A commercial development designed and intended for occupancy by persons meeting a minimum age requirement, typically 55 years of age or older, consisting of independent dwelling units that include complete kitchen facilities and are occupied on a non-transient basis. Such developments may provide common amenities and optional supportive services, but do not provide on-site medical care, personal care assistance, or supervision as a principal use. Independent Senior Living does not include assisted living facilities, nursing homes, or other licensed residential care facilities.

- Update "OUTDOOR STORAGE" definition. This will improve the language to match the Special Use description in Section 21.12.

  OUTDOOR STORAGE: ~~The keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than 24 hours.~~ The keeping, placing, parking, storing, or accumulation of goods, materials, merchandise, equipment, vehicles, machinery, supplies, refuse, construction materials, or other personal property outside of a completely enclosed building in connection with any non-residential use, whether temporary or permanent, for a period exceeding twenty-four (24) hours.

- Add "OUTSIDE SALES, TEMPORARY" definition. This addition is necessary to define a use that is already regulated in the Zoning Code.

OUTSIDE SALES, TEMPORARY: The temporary outdoor display and sale of goods or merchandise on a property, lasting no more than three consecutive days, and occurring no more than three days per calendar year, including but not limited to sidewalk sales and tent sales, where such activity is incidental to and associated with a permitted use on the same property. Such sales shall only occur in Business and Old Town Zoning Districts.

- Add "OUTSIDE SALES, SEASONAL" definition. This addition is necessary to define a use that is already regulated in the Zoning Code and distinguish the use from activities that are not permitted or would require a Special Use Permit, such as car sales.

OUTSIDE SALES, SEASONAL: The temporary outdoor display and sale of goods or merchandise on a property associated with a particular season or recurring annual event, lasting more than three consecutive days but not to exceed ninety days per occurrence, and occurring no more than three times per calendar year, including but not limited to Christmas tree lots, flower and shrub sales, and farmers' markets. Unlike temporary outside sales, seasonal outside sales need not be incidental to or associated with a permitted use on the same property. Such sales shall only occur in Business and Old Town Zoning Districts and shall be a permitted activity in that district.

Section 21.6 Old Town District

The amendment formally permits adult day care by right in the Old Town District.

- Add "Adult Day Care" as Permitted Use #9.

C. PERMITTED USES. Permitted uses in the O-T District shall include the following:

1. Professional Offices. Offices for lawyers, engineers, architects, accountants, e-commerce, government, and other similar professional businesses.
2. Retail Specialty Shops. Sale of gifts, antiques, flowers and plants, books, art galleries, jewelry, pharmaceuticals, housewares, hardware, sporting goods, wearing apparel, or craft shops making articles exclusively for sale for retail on the premises; and the retail sale and repair of jewelry, clocks, optical goods, cameras, and their accessories.
3. Eateries. Restaurants without drive-through facilities, bakeries, confectioneries, coffee houses, cafes, bars, taverns, pubs, and delicatessens.
4. Personal service shops. Barbershops and/or hairdressers, shoe repair, tailor, and similar services.
5. Studios. Studios for dance, music, photography, art, and similar uses, including fitness centers.
6. Residential. Dwelling units above the ground floor as secondary uses to primary commercial and office uses.
7. Churches. See Section 21.12, Special Uses, herein for specific criteria.
8. Brewery, Winery, Distillery. Open to the public with a retail component.
9. Adult Day Care. See Section 21.12, Special Uses, herein, if outdoor elements are included.

Section 21.9 Business Districts

The amendment permits adult day care by right in B-1 and B-2, clarifies distinctions between types of outdoor sales, and requires employee and business-related parking to be located at the rear of properties where feasible.

- Update "Outside Sales" section to better distinguish between the types of outside sales. (Section 21.9.B)

B. **OUTSIDE SALES.**

1. **Temporary Outside Sales**. Notwithstanding the provisions of this Section, the Village may grant a Temporary Outside Sales Permit to conduct temporary outside sales, as defined in Section 21.3, on a property within a Business District. No more than three such daily permits shall be issued to any one business per calendar year. Temporary outside sales shall be limited to goods or merchandise normally sold within the associated enclosed building, shall take place on the property where the associated business is located, and shall not endanger public safety or create a public nuisance. Application for a Temporary Outside Sales Permit shall be made at least 10 days prior to the start of the event and shall contain the consent of the property owner. A permit fee, found in Appendix B of the Code, shall be payable upon the issuance of a Temporary Outside Sales Permit.~~Notwithstanding the provisions of this Section, the Village Board may grant a daily permit to conduct activities permitted in a Business District outside of an enclosed building. No more than three such daily permits shall be issued to any one business during a one-year period. A daily permit fee, found in Appendix B of the Code, shall be payable upon the issuance of a daily permit. Except as specifically provided herein, all requirements of this Chapter shall apply to activities conducted pursuant to this Section. Outside sales will be allowed for the business that occupies the building and will be allowed only for those items normally sold within the building. These sales must take place on the property where the building housing the associated business is located. These sales may not endanger public safety in any way or create a public nuisance.~~

2. **Seasonal ~~Event~~ Outside Sales**. The Village may grant a Seasonal Outside Sales Permit to conduct seasonal outside sales, as defined in Section 21.3, outside of an enclosed building. Seasonal outside sales may be conducted on sidewalks, parking lots, and vacant lots, provided permission has been granted by the property owner. Seasonal outside sales shall not endanger public safety or create a public nuisance. No more than three Seasonal Outside Sales Permits shall be issued per property per calendar year.~~The Village may grant a Seasonal Event Sales Permit to conduct seasonal events outside of an enclosed building. These seasonal events, which shall include sales such as Christmas trees and pumpkins, as well as "sidewalk" sales, craft fairs, farmers' markets and art fairs, may be conducted on sidewalks, parking lots, and vacant lots provided permission has been granted by the property owner.~~

   In granting a Seasonal Outside ~~Event~~ Permit, the Village, shall determine the duration of ~~how long~~ the permit, which shall not exceed 90 days per occurence ~~shall be valid~~. The Village at its discretion, may issue or deny the Seasonal Outside ~~Event~~ Sales Permit and may impose any conditions as deemed appropriate. In no event shall a Seasonal Outside ~~Event~~ Sale endanger public safety or in any way create a public nuisance.

   A ~~daily~~ permit fee, found in Appendix B of the Code, shall be payable upon the issuance of the Seasonal Outside Sales Permit~~permit~~. The Manager may waive the fee for a Village not-for-profit organization.

Application for a Seasonal Outside ~~Event~~ Sales Permit shall be made ~~in writing~~ at least 21 days prior to the start of the event and shall contain the consent of the property owner~~s~~. ~~If application is made less than 21 days prior to the event, the permit can only be issued with the approval of the Manager.~~ Both the applicant and the property owner, if different from the applicant, shall be responsible for compliance with all terms of this Chapter. ~~The application shall contain a site plan, a time schedule for set up and clean up, parking and lighting plan, and indicate points of ingress, egress, and traffic control, and indicate the type and location of fencing.~~

- Remove "Massage Therapists" from permitted uses, as this should have been removed when the Code was last amended to require a Special Use Permit for Massage Establishments, and add "Adult Day Care" as a permitted use. (Section 21.9.F)

F. **B-1 BUSINESS DISTRICT, LIMITED RETAIL.**

1. **Permitted Uses**. All activities, except for automobile off-street parking facilities as permitted or required in this B-1 Business District, Limited Retail, shall be conducted wholly in an enclosed building. The following uses are considered permitted uses in the B-1 Business District, Limited Retail:

   a. Brewery, Winery, Distillery: open to the public with a retail component.

   b. Financial institutions: Banks, Savings and Loan, except such are not permitted on lots with frontage on Randall Road, West Algonquin Road, East Algonquin Road, and Longmeadow Parkway.

   c. Food Stores: Candy, Ice Cream, Dry Goods, Meat Markets, Liquor.

   d. Municipal Facilities/Utilities.

   e. Offices: Business, medical, and professional, in a one- or two-story building. Hospitals require a Special Use Permit.

   f. Public Parks or Public Playgrounds.

   g. Retail Sales: Bicycle Sales, Cameras, Computers, Books, Department Stores, Electronics, Furniture, Guns, Appliance, Clothing, Sporting Goods, Auto Parts Store, where there is no service or repair to any vehicles.

   h. Residential: Dwelling units above the ground floor as secondary uses to primary commercial and office uses, in Old Town (Downtown) only.

   i. Restaurant: Tearoom or cafe, when the establishment is not a drive-through.

   j. Services: Beauty Parlors, Tailors, Dry Cleaners, Interior Decorators, Photography Studios, ~~Massage Therapists,~~ Optometrists, only when accessory to an eyewear retailer.

   k. Specialty Stores: Antiques, Art Supplies, Costume Rental, Florists, Gift Shops, Hobby, Jewelry, Medical Supplies, Musical Instruments, Pet Shops, Pharmacies, Printers, Rummage.

l. Adult Day Care: B-1 and B-2 Zoning Districts only. See Section 21.12, Special Uses, herein, if outdoor elements are included.

~~l.~~m. Off-street parking facilities, as required or permitted in Chapter 26, Site Plan and Development Review Requirements, of the Code.

~~m.~~n. Signs, as defined and regulated in Chapter 29, Sign Code, of the Code.

o. Any other similar type use not specifically listed herein, and that is compatible with the established uses on adjoining property, as interpreted by the Zoning Administrator.

- Update spelling. (Section 21.9.G)

G. **B-2 BUSINESS DISTRICT, GENERAL RETAIL.**

1. Permitted Uses. All activities, except for automobile off-street parking facilities as permitted or required in this B-2 Business District, General Retail, shall be conducted wholly within an enclosed building. The following uses are considered permitted uses in the B-2 Business District, General Retail:

a. Any use permitted in the B-1 Business District, Limited Retail.

b. Cultural: Dance Studios, Art Galleries, Museums.

c. Municipal Facilities/Utilities.

d. Public Parks or Public Playgrounds.

e. Retail Sales: Building Materials, Home Improvement.

f. Restaurant: Taverns, places with drive-through require a Special Use Permit.

g. Services: Catering, Contractor Offices, Locksmiths, Small Appliance Repair, Fitness Center, Gun Repair.

h. Off-street parking facilities, as required or permitted in Chapter 26, Site Plan and Development Review Requirements, of the Code.

i. Signs, as defined and regulated in ~~the~~ Chapter 29, Sign Code, of the Code.

j. Billiard and Pool Room, Game Room ~~Rood~~, and Arcade in the B-2 District only. See Section 12.12, Special Uses, herein for more specific information.

k. Any other similar type use not specifically listed herein, and that is compatible with the established uses on adjoining property, as interpreted by the Zoning Administrator.

Section 21.10 Industrial Districts

The amendment prohibits painting of exterior masonry materials to maintain building quality and remove outdated nonconforming church demolition provisions in the B-P District.

- Add language to prohibit the painting of certain materials. This amendment will provide consistency in architectural requirements for nonresidential buildings.

D. **ARCHITECTURAL CRITERIA.** Common architectural standards shall be established for all buildings in the Industrial District in order to establish an attractive, unified visual image.

i. Buildings shall be in scale with adjacent developments and with the ultimate character planned for the area. Building components, such as windows, doors, eaves, roof spans, etc., shall be appropriately proportioned to one another.

ii. Large blank wall faces are discouraged. Facade articulation and visual interest shall be increased by the introduction of windows, doors, and vertical or horizontal elements. When possible, buildings and building components should be of varied height to add variety and interest. Brick, stone, glass, and tile surfaces shall not be painted.

iii. All cooling towers, mechanical equipment appurtenances, vents, intakes or stacks, or other rooftop structures shall be screened from view on all sides of the building by a parapet wall, penthouse, or other means. Screens shall be substantially compatible to the primary structure in terms of material, type, and design of construction, finish, and color.

iv. All accessory structures on a lot shall share a common architectural theme with the primary structure. Architectural expression shall be consistent in color, materials, and design

v. All structures must be of masonry construction, unless otherwise approved by the Village Board as part of a planned development. Precast panels shall not be permitted on buildings fronting Randall Road.

vi. Complete or partial pitched roofs are strongly encouraged to enhance building appearance.

vii. Sustainable environmental designs are encouraged. These designs may include, but are not limited to, green roofs, electric vehicle charging stations, solar panels, permeable pavement, etc., and shall be reviewed by Village staff for compliance with local, state, and federal regulations.

viii. All refuse and recycling containers shall be enclosed with a 6-foot tall brick surround to match the building with latchable wooden or metal gates. The materials stored within the enclosure shall not extend above the walls of the enclosure.

- Update provisions regarding nonconforming church use to be consistent with Section 21.14 Nonconforming Buildings and Uses. (Section 21.10.G.4)

4. Nonconforming Use. Notwithstanding the provisions of Section 21.14 herein, not more than one church shall be allowed within the B-P District, within an existing church building, subject to the following provisions:

a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;

b. The church building shall not be expanded or enlarged in any fashion;

c. The church building and property must otherwise comply with all Village code requirements;

d. If the church building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;

~~e. These provisions are applicable for a period of not more than three years from the date of the adoption of this amendment by Ordinance 2021-O-34 (November 2, 2021); and~~

e. ~~Prior to the end of said three-year period, the use of the property as a church shall cease and the building shall be demolished.~~ If the ~~any~~ church building is used for any other use except as a church, or the church use ceases for a period of six months ~~or more prior to the expiration of the three-year period~~, no church use shall be re-established ~~and the building shall be demolished~~.

Section 21.12 Special Uses

The amendment establishes data centers as a special use in the B-P and I-2 districts, clarifies that certain non-building features on its own lot such as stormwater facilities, utilities, landscape buffers, decorative features, signs, and frontage roads are excluded when evaluating frontage prohibitions, introduces comprehensive regulations for utility-scale battery energy storage systems (BESS), adds detailed operational and design standards for drive-through facilities, and updates commercial solar facility requirements, including allowing rooftop systems by right in non-residential districts.

- Correct references to other code sections, add new land uses as Special Uses (proposed definitions are outlined above), update "Commercial Solar Energy Facility" to require a Special Use for only ground mounted facilities, provide clarification on frontage prohibitions for "Motor vehicle detailing, car wash, oil change, and minor repair", and update the numbering as necessary.

E. **SPECIAL USES.** The following uses require a special use permit. In addition to the special use permit, the following uses are only permissible in the zoning districts indicated. Also refer to the OR&D and B-P Districts for additional uses that shall require a special use permit.

4. **Battery Energy Storage System, Utility Scale**, in the I-2 District. See Section 21.12.H.7 for additional regulations.

~~10~~.11. **Commercial Solar Energy Facility, ground mounted** in the I-2 District. Roof mounted commercial solar energy facilities permitted by right in B-1, B-2, I-1, I-2, and B-P Districts. See Section 21.12.H.3~~2~~ for additional regulations.

14. **Data center** in the B-P and I-2 Districts.

~~15~~.17. **Drive-through/up service** in any use district, other than Residential and O-T Districts. See Section 21.12.H.8 for additional regulations.

~~32~~.34. **Motor vehicle detailing, car wash, oil change, minor repair** in the B-2 District and not

permitted on lots with frontage on Randall Road, West Algonquin Road, East Algonquin Road, and Main Street. Certain non-building features on its own lot that include, but are not limited to, stormwater facilities, utilities, landscape buffers, decorative features, signs, and frontage roads are excluded when evaluating frontage prohibitions.

~~32~~.34. **Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures, and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers** in any use district; however, permitted by right in the I-2 District. See Section 21.12.H.2 for additional regulations.

- Update additional regulations for Commercial Solar Energy Facility to distinguish between ground mounted and roof mounted facilities. (Section 21.12.H.3 & -3.a)

3. **Commercial Solar Energy Facility, ground mounted** in the I-2 District. Roof mounted commercial solar energy facilities permitted by right in B-1, B-2, I-1, I-2, and B-P Districts.

a. Purpose and Intent: To provide specific regulations for the placement, construction, and modification of ground mounted Commercial Solar Energy Facilities. Associated equipment of roof mounted Commercial Solar Energy Facilities shall still adhere to screening and buffering requirements.

- Update abandonment requirements for Commercial Solar Energy Facilities. (Section 21.12.H.3.e.II)

II. Decommissioning and removal of the Commercial Solar Energy Facility shall be the responsibility of the operator upon abandonment or repeal of the Special Use Permit. The following shall be provided prior to a Site Development Permit being issued for the site:

i. The operator shall submit a decommissioning plan that shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require the removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, ground cover, and landscaping may remain upon review and approval by the Village.

ii. The operator shall submit an engineer's estimate of cost for decommissioning the COMMERCIAL SOLAR ENERGY FACILITY and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Village Engineer of the estimate, the operator shall obtain a bond or letter of credit to be held by the Treasurer in the amount of one hundred twenty (120%) of the estimate.

iii. During the operation of the facility, a new engineer's estimate of the cost for decommissioning shall be submitted every five ~~ten~~ (5~~10~~) years to the Village. Upon approval of the estimated costs by the Village Manager, a revised surety shall be provided to the

Village in the amount of one hundred twenty percent (120~~100~~%) of the new estimate.

- Add comprehensive regulations for Battery Energy Storage Systems.

7. **Battery Energy Storage System (BESS), Utility Scale**, in the I-2 District.

a. Purpose and Intent: Establish specific regulations governing the placement, construction, operation, modification, and decommissioning of Utility-Scale Battery Energy Storage Systems (BESS) in order to protect the public health, safety, and welfare while allowing such facilities within the I-2 District.

b. Applicability: These regulations shall apply to all Utility-Scale Battery Energy Storage Systems (BESS) located within the I-2 District. For purposes of this Section, a Utility-Scale BESS shall mean one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, as defined in the International Fire Code (IFC), as amended.

c. Site Requirements: the following standards for site development shall apply in addition to the requirements set forth in Chapters 21, 22, 26, and 30.

I. Setbacks: All structures and equipment shall comply with the minimum yard and setback requirements of the I-2 District.

II. Utilities: All utilities servicing the site shall be installed underground unless otherwise approved by the Village.

III. Screening and Landscaping:

i. The perimeter of the facility shall include a landscape screening buffer not less than twenty (20) feet in width.

ii. Such buffer shall include a berm, shrubs, and evergreen trees designed to effectively screen the facility from adjacent rights-of-way and properties.

IV. Building Design:

i. Any buildings associated with the BESS shall include a masonry exterior façade.

ii. Buildings shall not exceed fifteen (15) feet in height unless otherwise permitted in the I-2 District.

iii. All roof-mounted mechanical equipment shall be screened from view by a parapet wall or equivalent architectural feature.

d. Code Compliance: The BESS shall comply with all applicable building, electrical, fire, and

life safety codes, including the International Fire Code (IFC), as amended.

e. Safety

I. Emergency Management Plan: Prior to issuance of a building permit, the operator shall submit an emergency management plan subject to review and approval by the Village and the applicable fire protection district. The operator shall be responsible for coordinating and funding any necessary training of emergency response personnel.

II. Emergency Contact Information: A sign shall be posted in a visible location at the site entrance identifying the operator and providing a 24-hour emergency contact phone number.

III. Inspections: The Village and the applicable fire protection district shall be granted reasonable access to the site, upon prior notice, for periodic inspections to ensure continued compliance with this Code.

f. Abandonment

I. Determination of Abandonment: A Utility-Scale BESS shall be deemed abandoned if the operator ceases operations or fails to store and discharge electrical energy for a period of twelve (12) consecutive months, or fails to maintain required permits or approvals. Upon request, the operator shall provide documentation demonstrating operational status.

II. Removal Following Abandonment: An abandoned BESS shall be decommissioned and removed from the property within ninety (90) days of written notice from the Village. The operator may submit a written request to the Village Manager for an extension of time, which may be granted upon demonstration of good cause.

g. Decommissioning and Financial Assurance

I. Responsibility: Decommissioning and removal of the BESS shall be the responsibility of the operator upon abandonment or revocation of any required approval.

II. Decommissioning Plan: Prior to issuance of a Site Development Permit, the operator shall submit a decommissioning plan identifying the manner in which the facility will be removed and the site restored. The plan shall require removal of all above-ground and below-ground structures and equipment. Access roads, fencing, ground cover, and landscaping may remain only upon approval by the Village.

III. Engineer's Cost Estimate: The operator shall submit an engineer's estimate of the cost to decommission and restore the site in accordance with the approved plan. Upon review and approval by the Village Engineer, the operator shall provide a bond or irrevocable letter of credit in an amount equal to one hundred twenty

percent (120%) of the approved estimate.

IV. Periodic Review: An updated engineer's estimate shall be submitted every five (5) years during operation of the facility. Upon approval of the revised estimate by the Village Manager, the operator shall provide an updated bond or irrevocable letter of credit in an amount equal to one hundred twenty percent (120%) of the approved estimate.

- Add regulations for Drive-Through/Up facilities. This amendment will codify current standards in use by village staff.

8. **Drive-through/up service** in any use district, other than Residential and O-T Districts

a. Purpose and Intent: The purpose of this Section is to regulate drive-through facilities in order to minimize traffic congestion, protect pedestrian safety, reduce noise and light impacts on adjacent properties, and ensure compatibility with surrounding land uses.

b. Applicability: These standards shall apply to all drive-through/up facilities, whether accessory to a permitted principal use or approved as part of a Planned Development or Special Use Permit. Drive-through facilities are prohibited in the Old Town Zoning District and Residential Districts.

c. Location and Setbacks

I. Drive-through lanes and associated stacking areas shall not be located within any required front yard setback unless specifically approved as part of a Planned Development.

II. Where a property abuts a residential zoning district, no drive-through lane, stacking lane, or service window shall be located along the side of the building adjacent to such residential district unless specifically approved as part of a Planned Development.

III. Speaker boxes shall not be located within twenty (20) feet of any residential property line.

IV. In cases where employees manually take orders from vehicles within a drive-through lane, a designated safe refuge area shall be provided for such employees, and a clearly marked pedestrian access route shall be established between the drive-through lane and the principal building. The refuge area and pedestrian route shall be designed to minimize employee exposure to vehicular traffic and shall comply with applicable safety and accessibility standards. The pedestrian route shall be located and constructed in a manner that minimizes disturbance to required landscaping and screening areas.

d. Stacking Requirements

I. Traffic Impact Study Required: The number and length of required vehicle stacking spaces for each drive-through lane shall be determined by a site-specific traffic

impact study prepared by a qualified traffic engineer. The study shall analyze projected peak hour demand, anticipated queuing, site circulation, and potential impacts to adjacent roadways and properties. The study shall be subject to review and approval by Village Staff.

II. Measurement: Stacking spaces shall be measured from the final service window.

III. Minimum Dimensions: Each required stacking space shall measure not less than ten (10) feet in width and twenty (20) feet in length.

IV. Circulation Protection: Stacking lanes shall be designed so as not to interfere with required parking spaces, fire lanes, loading areas, internal drive aisles, pedestrian circulation, or public streets.

V. Post-Occupancy Compliance: If, after occupancy, vehicle queuing is observed to exceed the approved stacking capacity and results in traffic congestion or safety concerns, the Village may require the property owner to implement operational adjustments or physical site modifications necessary to mitigate such impacts.

e. Traffic Circulation

I. Drive-through facilities shall be designed to prevent vehicle queuing from extending onto private access roadways and public rights-of-way.

II. An overflow management plan shall be submitted as part of the site development review. The plan shall identify anticipated overflow queuing locations, traffic control measures, staff management procedures, and circumstances under which third-party traffic control assistance will be utilized.

III. Adequate on-site circulation shall be provided to ensure safe vehicular and pedestrian movement.

IV. Clearly marked pedestrian walkways shall be provided where drive-through lanes cross primary pedestrian routes.

f. Screening and Buffering: Drive-through lanes shall be externally screened by continuous landscaping consisting of shrubs not less than thirty (30) inches in height at installation and designed to provide year-round visual screening.

g. Noise: Speaker systems shall be designed, oriented, and operated to minimize noise impacts on adjacent properties. Speaker output shall not be audible at or beyond any lot line adjacent to a residential zoning district

Section 21.15 Accessory Structures

The amendment relocates defined accessory structures from the Definitions section into this section for improved organization and clarity.

- Relocate accessory structure types from the Definitions section and relocate/update

A. **ACCESSORY BUILDING AND USES**.

1. Where an accessory building is structurally attached to a main building, it shall be subject to and must conform to all regulations of this Chapter applicable to the main building.

~~2.~~ ~~When any part of an accessory building is in a side yard it may not be located nearer to any interior lot line than that permitted for the main building. However, when an accessory building is located in the rear yard, it may not be located within 5 feet of any lot line.~~

~~3.~~2. No accessory buildings or trees shall be placed on drainage or utility easements or right-of-way, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. The Village has the right, but not the obligation to, at any time, abate any obstructions placed on or over the easement area. Any costs incurred by the Village or its agents and subcontractors to abate the obstructions shall be paid for by the property owner. If the costs are not paid, a lien shall be placed on the property.

~~4.~~3. An accessory building or use shall not be erected prior to the establishment or construction of the main building to which it is accessory.

~~5.~~ ~~No accessory building shall be located on a reverse corner lot beyond the front yard required on the adjacent lot to the rear, nor be located nearer than 5 feet to the side lot line of the adjacent building.~~

~~6.~~4. Building permits are required for all ~~most~~ accessory structures, except as otherwise provided in Chapter 23.

5. Only one of each type of accessory structure shall be allowed. An "accessory use" includes, but is not limited to, the following:

a. A children's playhouse, garden house, and private greenhouse.

b. A garage, shed, or building for domestic storage.

c. Pools and water gardens.

d. Gazebo, either attached to a deck or freestanding; a structure with a roof.

iv. Storage of merchandise normally carried in stock on the same lot with any retail service or business use, unless such storage is excluded by the district regulations.

e. Storage of goods used in or produced by manufacturing activities, on the same lot or parcel of ground with such activities, unless such storage is excluded by the district regulations.

f. Off-street motor vehicle parking areas and loading and unloading facilities.

g. Residential ground-mounted solar energy systems, residential and commercial roof-mounted solar energy systems, and their supports and incidental equipment.

h. Public utility communication, electric, gas, water, and sewer lines, and their supports and incidental equipment.

i. Private boat slips and docks.

B. **BULK REQUIREMENTS.**

1. *No accessory structures shall be located in the side yard or front yard unless otherwise noted herein. When any part of an accessory building is in a side yard it may not be located nearer to any interior lot line than that permitted for the main building. However, when an accessory building is located in the rear yard, it may not be located within 5 feet of any lot line.* ~~Accessory structures shall be a minimum of 5 feet from any property line.~~

~~2. No accessory structures shall be located in the side yard or front yard unless otherwise noted herein.~~

~~3.~~2. Accessory structures shall be located at least 10 feet away from the principal structure.

3. *No accessory building shall be located on a reverse corner lot beyond the front yard required on the adjacent lot to the rear, nor be located nearer than 5 feet to the side lot line of the adjacent building.*

~~4. Only one of each type of accessory structure shall be allowed. Types of accessory structures include swimming pools, water gardens, gazebos, sheds, and detached garages as contained herein.~~

- Remove recreational vehicle regulations. This information will be moved to Section 21.16 Off-Street Parking and Loading.

~~K. **RECREATIONAL VEHICLES.** In all residential districts where parking facilities are incorporated, off-street storage of recreational vehicles and equipment shall be provided in accordance with the following requirements. (Refer to Chapter 23, Building Code, of this Code for specific information.)~~

~~1. Recreational vehicles shall be parked in a completely enclosed building in a lawful manner or on a hard surface of not less than 2 inches of asphalt or 4 inches of concrete.~~

~~2. Not more than two recreational vehicles shall be visible on a zoning lot.~~

~~3. Recreational vehicles shall be accessible to the host vehicle without either being maneuvered over grass, lawn, unpaved surfaces, or curbs.~~

~~4. Recreational vehicles may only be set up for maintenance purposes for a period not to exceed 48 hours.~~

~~5. Recreational vehicles shall be properly licensed and in good repair.~~

~~6. Recreational vehicles shall meet the height and weight requirements as set forth in Chapter 625 of the Illinois Compiled Statutes.~~

~~7. No part of any recreational vehicle shall be allowed to encroach into the right-of-way or public sidewalk.~~

~~8. Parking of recreational vehicle on public property is prohibited.~~

Section 21.16 Off-Street Parking and Loading

The amendment adds references to detailed parking lot dimensional standards and driveway design requirements and relocates recreational vehicle regulations into this section for improved organization.

- Add reference to driveway design standards. (Section 21.16.C.1)

C. ADDITIONAL REGULATIONS, PARKING.

1. **Use of Parking Facilities.** Off-street parking facilities accessory to residential use and developed in any residential district in accordance with the requirements of this Section shall be used solely for the parking of vehicles owned by occupants of the dwelling structures to which such facilities are accessory or by guests of said occupants. Driveways shall comply with design requirements set forth in Chapters 22 and 26 of this Code.

   Under no circumstances shall required parking facilities accessory to residential structures be used for the parking or storage of commercial vehicles higher than class "B" license plates and shall not exceed a gross vehicle weight of 8,000 pounds, or for the parking of vehicles belonging to the employees, owners, tenants, visitors, or customers of business or manufacturing establishments.

- Remove duplicate design and maintenance standards and add reference for Chapter 26 (Section 21.16.C.1)

6. **Design and Maintenance.**

   a. Refer to Chapter 26 Site Plan and Development Review Requirements for parking lot design standards.~~**Parking Space, Description.** A required off-street parking space shall be 9 feet wide by 18 feet long, exclusive of access drives or aisles, ramps, columns, landscaped areas, and work areas, accessible from streets or alleys or from private driveways, or aisles leading to streets or alleys, and to be used for the storage or parking of passenger automobiles or commercial vehicles under 1½ ton capacity.~~

~~**Requirements for Aisle Widths**~~	
~~Parking Angle (Degrees)~~	~~Aisle Width (Feet)~~

~~90~~	~~24~~
~~75~~	~~22~~
~~60~~	~~18~~
~~45~~	~~13.5~~

~~b. **Measure of Space.** When determination of the number of required off-street parking spaces results in a requirement of a fractional space, any fraction shall be rounded up to a complete parking space.~~

~~c. **Access.** Parking facilities shall be designed with appropriate means of vehicular access to a street or alley in such a manner as will least interfere with the movement of traffic. No parking lot driveway or curb cut in any district shall exceed 35 feet in width.~~

~~d.~~b. **Signs.** No signs shall be displayed in any parking area within any residential district except such as may be necessary for the orderly use of the parking facilities.

~~e. **Surfacing.** All open off-street parking areas shall be improved with an asphalt or concrete surface in accordance with Village ordinances.~~

~~f. **Wheel Stops.** No wheel stop shall be permitted in parking lots unless approved by the Village Board as part of a planned development.~~

~~g. **Screening and Landscaping.** Parking lot screening and landscaping shall comply with Chapter 30, Landscaping Code, of this Code.~~

~~h. **Lighting.** Any lighting used to illuminate an off-street parking area shall conform to lighting standards in Chapter 26, Site Plan and Development Review Requirements, of this Code.~~

~~i.~~c. **Special Use Public Parking Areas.** Any vehicle parking area developed for transient trade and not accessory to specific main uses or groups of uses for which parking is required by this Chapter~~,~~ shall be treated as a special use permit as allowed in accordance with the provisions of Section 21.12 herein by the Village Board.

- Add recreational vehicle language that was removed from Section 21.15 Accessory Structures.

G. ***RECREATIONAL VEHICLES.***

In all residential districts where parking facilities are incorporated, off-street storage of recreational vehicles and equipment shall be provided in accordance with the following requirements. (Refer to Chapter 23, Building Code, of this Code for specific information.)

1. *Recreational vehicles shall be parked in a completely enclosed building in a lawful manner or on a hard surface of not less than 2 inches of asphalt or 4 inches of concrete.*

2. *Not more than two recreational vehicles shall be visible on a* residential *zoning lot.* No recreational vehicles shall be parked on a non-residential zoning lot, unless the vehicle is being serviced or stored by a business on the zoning lot that has been issued a Special Use Permit authorizing such business.

3. *Recreational vehicles shall be accessible to the host vehicle without either being maneuvered over grass, lawn, unpaved surfaces, or curbs.*

4. *Recreational vehicles may only be set up for maintenance purposes for a period not to exceed 48 hours.*

5. *Recreational vehicles shall be properly licensed and in good repair.*

6. *Recreational vehicles shall meet the height and weight requirements as set forth in Chapter 625 of the Illinois Compiled Statutes.*

7. *No part of any recreational vehicle shall be allowed to encroach into the right-of-way or public sidewalk.*

8. *Parking of recreational vehicle on public property is prohibited.*

Section 21.17 Administration

The amendment updates the certificate of occupancy requirements to align with current practices and applicable building codes.

- Update Certificate of Occupancy requirements and add Certificate of Completion language.

C. **BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**.

1. *Building Permit. No building or structure shall hereafter be erected or structurally altered until a building permit has been issued by the Building Commissioner stating that the building or structure and use of land comply with the regulations* of this Chapter and all building, health laws and ordinances of the Village.

   All applications for building permits shall be submitted in accordance with Chapter 23, Building Codes, of this Code. A careful record of such applications and plats shall be kept in the office of the Building Commissioner.

~~2.~~ **Certificate of Occupancy**. No building or structure ~~hereafter erected or structurally altered~~ shall be occupied and ~~used~~ no non-residential building or structure shall be occupied following construction, alteration, change in use, or change in ownership until the Building Commissioner determines that the building or structure is in compliance with the provisions of this Chapter and all applicable building, zoning, and health regulations. Upon such application and determination, the Building Commissioner shall ~~has~~ issue~~d~~ a Certificate of Occupancy. ~~The Certificate of Occupancy shall be issued only after the Building Commissioner makes a finding that the building or structure has been erected or structurally altered in conformance with the provisions of this Chapter and other health and building laws and in accordance with a building permit.~~

~~Application for a Certificate of Occupancy shall be coincident with the application for a building permit and shall be issued within 10 days after the erection and alterations of such building have been satisfactorily completed.~~ The Community Development Department shall maintain a ~~A~~ record of all Certificates of Occupancy~~certificates shall be kept on file in the office of the Building Commissioner~~.

3. **Certificate of Completion**. In cases where the construction or alteration of a building or structure is minor in nature and can still be occupied, or the completion of a building or structure cannot be occupied after construction, a Certificate of Completion may be issued by the Building Commissioner instead of a Certificate of Occupancy. The Community Development Department shall maintain a record of all Certificates of Completion.

Section 21.22 Violations; Penalty

The amendment revises violation and penalty provisions to reflect current enforcement practices.

- Add reference to Appendix B for the daily fine amount and remove duplicate language found in Chapter 42.

Unless otherwise stated in this Chapter, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Chapter, a daily fine, found in Appendix B of the Code, shall be charged ~~fined~~ pursuant to Appendix B of the Code for each offense until the offense is corrected. The Village shall notify the property owner in writing of the violation and the property owner shall have one to five days, depending on the severity of the violation, to correct the violation before a fine is charged. ~~Each day that a violation is permitted to exist shall constitute a separate offense.~~

~~For any violation of the conditions of a Planned Development, a daily fine, found in Appendix B of the Code, shall be charged per violation until the violation is corrected. The Village shall notify the property owner in writing of the violation and the property owner shall have one day to correct the violation before a fine is charged.~~

~~For any violation of the conditions of a Special Use Permit, a daily fine, found in Appendix B of the Code, shall be charged per violation until the violation is corrected. Each day that a violation continues shall be considered a separate offense. The Village shall notify the property owner in writing of the violation and the property owner shall have one day to correct the violation before a fine is charged.~~

~~Any person accused of violating the provisions of this Chapter may settle and compromise the claim against him or her for said violation as follows:~~

~~1. Any person who receives a notice of violation in lieu of a citation to appear in court may avoid a court appearance by showing proof, within 10 days of receipt of notice, that the violation or violations have been corrected and the fine paid.~~

~~2. Proof of the correction may be shown by appearing in person at the office of the Building Commissioner.~~

~~3. A receipt shall be issued for all money so received.~~

~~The Building Commissioner is hereby authorized to refrain from instituting a prosecution for the alleged violation for which an administrative fee has been paid and proof of correction shown.~~

~~Failure to pay the administrative fee and correct the violation within 10 days will result in a referral of the matter to the 22nd Judicial Circuit Court of McHenry County, or in the alternative, may be processed through the Village's administrative adjudication process. If the violation is referred to the Circuit Court, the violator will be subject to the procedures and increased penalties as set forth in the Village codes and ordinances.~~

STAFF RECOMMENDATION

The proposed text amendments to the zoning code meet all applicable standards and will not negatively impact the public health, safety, comfort, convenience, and the general welfare of the Village of Algonquin. Based on these findings, staff recommends that the Planning and Zoning Commission make a recommendation to the Village Board to **approve** the following motion:

1. "To approve an amendment to Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty, as outlined in the staff report for PZ-2026-05."

I concur:

Patrick M Knapp, AICP
Director of Community Development

Attachments:
- Exhibit A. Current Zoning Code: Chapter 21

Village of Algonquin
COMMUNITY DEVELOPMENT DEPARTMENT
(847) 658-2700 | permits@algonquin.org | www.algonquin.org
2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

APRIL 13, 2026

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Szpekowski
- Commissioner Sturznickel

Member Absent: Commissioner Neuhalfen

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

Chair Patrician asked for approval of the March 9, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2026-05 – Consideration of a Request to Approve Zoning Code Text Amendments to Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty

Director Knapp gave a digital presentation to the Planning & Zoning Commission, stating that Staff supports the request.

Chair Patrician asked for clarification on drive-up uses. Director Knapp provided the new definition and explained that to-go parking spaces are excluded. Commissioner Szpekowski asked whether this included walk-up windows. Director Knapp responded that it does not because the definition is specific to vehicles. Chair Patrician asked whether the intention was to exclude order-ahead spaces. Director Knapp responded that this was correct and that the Village does not regulate such spaces.

Commissioner Laipert asked whether the Battery Energy Storage System regulations included electric vehicle battery storage at a repair facility. Director Knapp responded that EV batteries were excluded.

Director Knapp noted that staff was recommending a condition not listed in the staff report requiring a Special Use Permit for accessory Battery Energy Storage Systems, based on feedback from other municipalities.

Chair Patrician asked whether requiring a Certificate of Completion would help prevent issues similar to the landscaping deficiencies at SmartStop. Director Knapp responded that the Village's internal procedures have improved and continue to evolve, particularly with the implementation of new permit software currently under development. Chair Patrician then asked about the consequences of not obtaining a Certificate of Completion. Director Knapp explained that the certificate will be issued automatically once the final inspection has passed. Planner Barajas added that Certificates of Completion are often requested for projects such as shell buildings or landlord improvements, where a Certificate of Occupancy is not applicable or cannot yet be issued.

Commissioner Rasek asked about outside sales requirements for Home Depot. Director Knapp explained that outside sales were approved as part of their PUD. Chair Patrician then asked if garage sales were considered outside sales. Director Knapp explained that garage sales are not considered outside sales.

Commissioner Bumbales asked whether staff had considered stricter architectural regulations for industrial districts. Director Knapp explained that the amendment matches other sections of the Zoning Code. Commissioner Szpekowski then asked about the standards applicable to commercial buildings. Director Knapp explained that the proposed amendment applies

only to buildings within industrial zoning districts and noted that the Business District regulations already prohibit the painting of masonry.

Commissioner Rasek asked if the Village regulates outdoor heaters or fans for drive-throughs. Director Knapp explained that the Village does not regulate them, but does regulate outdoor sound systems.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Sturznickel to recommend approval of an amendment to Sections 21.3 Definitions, 21.6 Old Town District, 21.9 Business Districts, 21.10 Industrial Districts, 21.12 Special Uses, 21.15 Accessory Structures, 21.16 Off-Street Parking and Loading, 21.17 Administration, and 21.22 Violations; Penalty, as outlined in the staff report for PZ-2026-05, dated April 10, 2026, with the addition that Accessory Battery Energy Storage Systems require a Special Use Permit in the I-2 Zoning District Only, and require the same standards as a Utility Scale Battery Energy Storage System. The motion carried (6-0).

DRAFT

Chapter 21
ALGONQUIN ZONING ORDINANCE

21.01 Title
21.02 Intent and Purpose
21.03 Definitions
21.04 General Provisions
21.05 Bulk Chart
21.06 Old Town District (O-T District)
21.07 Residential Districts
21.08 Home Occupations
21.09 Business Districts
21.10 Industrial Districts
21.11 Planned Developments
21.12 Special Uses
21.13 Watershed Protection Overlay District
21.14 Nonconforming Buildings and Uses
21.15 Accessory Buildings and Uses
21.16 Off-Street Parking and Loading
21.17 Administration
21.18 Public Hearings
21.19 Amendments
21.20 Interpretation, Purpose, and Conflict
21.21 Fees
21.22 Violations; Penalty

The zoning regulations of the Village, adopted by Ordinance, and subsequent amendments thereto, which are separately published from Chapter 21, are hereby continued in full force and effect.

****

21.01 TITLE

21.02 INTENT AND PURPOSE

21.03 DEFINITIONS

21.04 GENERAL PROVISIONS

A. Zoning Map
B. New or Annexed Land
C. Zoning of Streets, Alleys, and Public Ways
D. Boundary Lines
E. Scope of Regulations
F. Permits
G. Building Height, Bulk, and Lot Coverage
H. Lot Area and Dimension
I. Location of Buildings and Access to Public Streets
J. Buildings Under Construction
K. Buildings on a Zoning Lot
L. Underground Utilities
M. Uses Not Specifically Listed
N. Endangered Species Consultation Program
O. Land Use Opinion Application
P. Performance Standards
Q. Other Codes

21.05 BULK CHART

21.06 OLD TOWN DISTRICT (O-T DISTRICT)

A. Purpose
B. Applicability
C. Permitted Uses
D. Prohibited Uses
E. Setback Requirements
F. Emergency Access and Maintenance Easement
G. Zero-Lot Line Development
H. Accessory Use Setbacks
I. Maximum Building Height
J. Historic Setbacks
K. Parking Regulations
L. Building Design, Purpose

21.07 RESIDENTIAL DISTRICTS

A. Purpose
B. Permitted Obstructions
C. Setback Requirements
D. Permitted Uses

21.08 HOME OCCUPATIONS

A. Purpose
B. Requirements

21.09 BUSINESS DISTRICTS

A. Purpose
B. Outside Sales
C. Fences
D. Architectural Standards
E. Setback Requirements
F. B-1 Business District, Limited Retail (B-1 District)
G. B-2 Business District, General Retail (B-2 District)
H. OR&D Office, Research and Development District (OR&D District)

21.10 INDUSTRIAL DISTRICTS

A. Purpose
B. Fences
C. Setback Requirements
D. Architectural Criteria
E. I-1 Industrial District, Limited (I-1 District)
F. I-2 Industrial District, General (I-2 District)
G. B-P Business Park District (B-P District)

21.11 PLANNED DEVELOPMENTS

A. Purpose
B. Planned Development
C. Minimum Area
D. Procedure, Application and Referral

E. General Standards
F. Bulk Regulations
G. Approval
H. Time Limit
I. Violations
J. Conservation Design Standards and Procedures

21.12 SPECIAL USES

A. Purpose
B. Authority
C. Special Uses
D. Conditions of Approval
E. Procedure
F. Outside Display, Sales, and Storage Regulations
G. Violations

21.13 WATERSHED PROTECTION OVERLAY DISTRICT

A. Authority, Purpose, and Intent
B. Watershed District Boundaries
C. Development Requirements
D. Watershed Protection Fees

21.14 NONCONFORMING BUILDINGS AND USES

A. Continuance of Use
B. Discontinuance of Use/Building
C. Change of Use/Building
D. Repairs and Alterations
E. Damage and Destruction
F. Additions and Enlargements

21.15 ACCESSORY BUILDINGS AND USES

A. Accessory Buildings and Uses
B. Bulk Requirements
C. Satellite Dish Antennas
D. Fences
E. Retaining Walls
F. Swimming Pools and Water Gardens
G. Gazebos
H. Sheds
I. Detached Garages
J. Children's Playhouses
K. Recreational Vehicles
L. Portable Storage Containers
M. Temporary/Seasonal Vestibules

21.16 OFF-STREET PARKING AND LOADING

A. Purpose
B. General Provisions, Parking, and Loading
C. Additional Regulations, Parking
D. Additional Regulations, Loading
E. Location of Parking Areas

F. Schedule of Minimum Parking Requirements

21.17 ADMINISTRATION

A. Zoning Administrator
B. Zoning Enforcing Officer
C. Building Permits and Certificates of Occupancy
D. Planning and Zoning Commission
E. Variations

21.18 PUBLIC HEARINGS

A. Public Hearing Notice
B. Action by Village Board
C. Time Limit

21.19 AMENDMENTS

A. Initiation
B. Protests
C. Resubmission
D. Planned Development Permit

21.20 INTERPRETATION, PURPOSE, AND CONFLICT

21.21 FEES

21.22 VIOLATIONS; PENALTY

Chapter 21
ALGONQUIN ZONING ORDINANCE

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ALGONQUIN, ILLINOIS:

The Zoning Ordinance passed and approved by the Village Board of the Village of Algonquin on the 1st day of April 2003, and as subsequently amended, is herewith and now comprehensively amended as follows:

21.1 TITLE

This Chapter 21 ("Chapter" for purposes of this Chapter 21) shall be known, cited, and referred to as the "Algonquin Zoning Ordinance" and shall replace any and all previously stated Algonquin Zoning Ordinance(s).

21.2 INTENT AND PURPOSE

This Chapter is adopted for the following purposes:

A. To promote and protect the public health, safety, morals, comfort, and general welfare of the people;

B. To divide the Village into zones or districts restricting and regulating therein the location, erection, construction, reconstruction, alteration, and use of buildings, structures, and land for residence, business, industrial and other specified uses;

C. To protect the character and the stability of the residential, business, and industrial areas within the Village and to promote the orderly and beneficial development of such areas;

D. To provide adequate light, air, privacy, and convenience of access to property;

E. To regulate the intensity of use of lot areas and to determine the area of open spaces surrounding buildings necessary to provide adequate light and to protect the public health;

F. To establish building lines and the location of buildings designed for residential, business, manufacturing, or other uses within such areas;

G. To set reasonable standards to which buildings or structures shall conform therein;

H. To prohibit uses, buildings, or structures incompatible with the character of development or intended uses within specified zoning districts;

I. To prevent additions to, or alterations or remodeling of existing buildings or structures in such a way as to avoid the restrictions and limitations imposed hereunder;

J. To limit congestion in the public streets and protect the public health, safety, convenience, and general welfare by providing for the off-street parking of motor vehicles and the loading and unloading of commercial vehicles;

K. To protect against fire, explosion, noxious fumes and other hazards in the interest of the public health, safety, comfort, and general welfare;

L. To prevent the overcrowding of land and undue concentration of structures, so far as is possible and appropriate in each district, by regulating the uses and bulk of buildings in relation to the land surrounding them;

M. To conserve the taxable value of land and buildings throughout the Village;

N. To provide for the elimination of nonconforming uses of land, buildings and structures that are adversely affecting the character and value of desirable development in each district; and

O. To define and limit the powers and duties of the administrative officers and bodies as provided herein.

Section 21.3
DEFINITIONS

In the construction of this Chapter, the rules and definitions contained in this Section shall be observed and applied, except when contradictory to the context of any provision.

Words used in the present tense shall include the future; words used in the singular shall include the plural; the word "building" shall include the word "structure;" the word "lot" shall include the word "plot;" and the word "shall" is mandatory and not directory. Definitions in Appendix A of this Code are also applicable to this Chapter. Unless indicated otherwise, definitions are not case sensitive.

ACCESS: The ability to ingress and/or egress from a public roadway.

ACCESSORY BUILDING OR USE: A subordinate building or use that is located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulations.

An "accessory use" includes, but is not limited to, the following:

1. A children's playhouse, garden house, and private greenhouse.
2. A garage, shed, or building for domestic storage.
3. Pools and water gardens.
4. Gazebo, either attached to a deck or freestanding; a structure with a roof.
5. Storage of merchandise normally carried in stock on the same lot with any retail service or business use, unless such storage is excluded by the district regulations.
6. Storage of goods used in or produced by manufacturing activities, on the same lot or parcel of ground with such activities, unless such storage is excluded by the district regulations.
7. Off-street motor vehicle parking areas and loading and unloading facilities.
8. Public utility communication, electric, gas, water, and sewer lines, and their supports and incidental equipment.
9. Private boat slips and docks.
10. Where a substantial part of the wall of an accessory building is part of the wall of the main building or where an accessory building is attached to the main building in a substantial manner as by a roof, such accessory building shall be counted as part of the main building and conform to all regulations applicable thereto.

ACREAGE: Any tract or parcel of land having an area of 1 acre or more which has not been subdivided by metes and bounds or platted.

ADULT BUSINESS: Any establishment in which 25 percent or more of its stock in trade or business activity in a use such as, but not limited to the following: adults-only bookstores, adults-only motion picture theaters, adult entertainment centers, rap parlors, adults-only nightclubs, or adults-only saunas, where explicit sexual conduct is depicted and/or sexual activity is explicitly or implicitly encouraged or tolerated.

ADULT DAY CARE: A non-residential facility offering supervised care, recreation, or training of adults.

ADULT ENTERTAINMENT BUSINESS: Synonymous with adult business, as defined herein.

ADULT ENTERTAINMENT CENTER: An enclosed building or part of an enclosed building, that contains one or more coin-operated or credit card operated mechanisms which, when activated, permit a customer to view a live person nude or in such attire, costume, or clothing as to expose to view the human male or female genitalia; pubic hair; buttocks; perineum; anal, or pubic regions; or, female breast, at or below the areola thereof. In addition, the viewing of a live person, in the above described manner, after paying of any admission or fee for the viewing of same activity.

ADULTS-ONLY: Any items or activities emphasizing, depicting, describing or relating to nudity, explicit sexual conduct (whether auto-erotic, heterosexual, homosexual, or otherwise), bestiality or sadomasochistic activity.

ADULTS-ONLY BOOKSTORE: A bookstore or video store in which 25 percent or more of its stock in trade, books, magazines, films for sale, or viewing on premises by use of video, motion picture devices, or other coin-operated means, and other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing, or relating to nudity, explicit sexual conduct (whether auto-erotic, heterosexual, homosexual, or otherwise), bestiality, or sadomasochistic activity.

ADULTS-ONLY MOTION PICTURE THEATER: An enclosed building used regularly and routinely for presenting adults-only material distinguished or characterized by an emphasis on matter depicting, describing, or relating to nudity, explicit sexual conduct (whether auto-erotic, heterosexual, homosexual, or otherwise), bestiality, or sadomasochistic activity, for observation by a patron therein.

ADULTS-ONLY NIGHTCLUB: An establishment or place, either occasionally or primarily in the business of, featuring topless dancers, go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers, where explicit sexual conduct is depicted and/or sexual activity is explicitly or implicitly encouraged or tolerated.

ADULTS-ONLY SAUNA: An establishment or place, primarily in the business of providing a steam bath and/or massage services, where explicit sexual conduct is depicted and/or sexual activity is explicitly or implicitly encouraged or tolerated.

AIRPORT OR AIRCRAFT LANDING FIELD: Any landing area, runway, or other facilities (including heliports), designed, used, or intended to be used either publicly or privately by any person or persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie down areas, hangars and other necessary buildings, and open spaces.

ALLEY: A public way, not more than 30 feet wide, which affords only a secondary means of access to abutting property.

ALTERNATIVE NICOTINE PRODUCT: A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means (commonly known as E-cigarettes). Alternative tobacco or nicotine products including synthetic tobacco products which are intended to replicate tobacco and tobacco products. Alternative nicotine products excluding "tobacco products" as defined in this section and any product approved by the United States Food

and Drug Administration as a nontobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

ALTERNATIVE TOWER STRUCTURE: Man-made trees, clock towers, bell steeples, light poles, and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

ANIMAL HOSPITAL OR VETERINARY CLINIC: An establishment designed for the care and treatment of domestic animals.

ANTENNA: An arrangement of wires, metal rods, or similar materials used for the transmission and/or reception of electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, and includes satellite dishes and communication towers.

APARTMENT: A room or suite of rooms in a multiple-family structure, that is arranged, designed, used, or intended to be used as a single housekeeping unit. Complete kitchen, bath, and toilet facilities, permanently installed, must always be included for each apartment.

ARCADE OR BILLIARD/POOL HALL, OR GAME ROOM: Any establishment displaying, for public patronage or keeping for operation, four or more amusement devices including, but not limited to, pool tables, foosball tables, air hockey tables, mechanical rides for children, electronic games and shooting gallery-type games. Includes throwing sports in which the competitor safely throws an object at a target. Includes specialty recreation facilities.

AWNING OR CANOPY: An architectural projection that provides weather protection, identity, or decoration and is supported by the building to which it is attached. An awning/canopy is comprised of a rigid structure over which a covering is generally attached.

BACKHAUL NETWORK: The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public-switched telephone network.

BALCONY: An exterior floor system projecting from a structure and supported by that structure, with no additional independent supports.

BANQUET AND EVENT FACILITY: An establishment where a building, room, outdoor area, or portions thereof, primarily intended to provide space, whether rented, leased, or otherwise made available, to any person, group, or entity for an event or function, that may or may not have food and beverage service, such as a conference or meeting, party, wedding, reception, fundraiser, or other similar occasion.

BASEMENT: A story partly or wholly underground. Where more than one-half of its height is above the established curb level or above the average level of the adjoining ground where curb level has not been established, a basement shall be counted as a story for purposes of height measurement.

BED AND BREAKFAST ESTABLISHMENT: As defined in 50 ILCS 820/2. An owner-occupied dwelling unit having not more than five guest rooms where lodging, with or without meals, is provided to the public for compensation.

BEDROOM: Each room in excess of three, other than kitchens, baths, laundries, pantries, foyers, or communicating corridors, shall be considered a bedroom, whether or not arranged or intended for sleeping.

BEST MANAGEMENT PRACTICES (BMP): A specific site development technique that best protects a natural resource from potential degradation due to development.

BILLBOARD: Any general outdoor advertising sign that is designed to advertise or direct attention to a business or activity conducted or a product, commodity, service, real property, entertainment, or facilities offered or sold elsewhere than on the same lot or within the same building upon which the sign is located or to which it is affixed, or that directs persons to a location different from where the sign is installed.

BLOCK: A tract of land bounded by publicly dedicated walkways or by streets or, in lieu of a street or streets, by public parks, cemeteries, bulkhead lines, or shorelines of waterways, or a corporate boundary of the Village.

BLOCK FACE: That portion of a block or tract of land facing the same side of a single street and lying between the closest intersecting streets.

BOARDING HOUSE: A building other than a hotel or restaurant where meals and/or lodging are provided for compensation to four or more persons, but not more than 12 who are not members of the keeper's family.

BOOTH: Any enclosure that is specifically offered to patrons of an adult business for the private viewing of any adults-only item or movie. Said definition does not include enclosures that are used as private offices by any operator, employee, or agent for attending to the tasks of their employment and are not offered for use by the public.

BUFFER: Strip of land used to separate two different land uses.

BUILDABLE AREA: The space remaining on a zoning lot after the minimum open space and setback requirements of this Chapter have been met.

BUILDING: Any structure (or group of structures in condominium developments) with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are not communicating doors, windows, or openings; and which is designed or intended for the shelter, enclosure, or protection of persons or animals.

BUILDING HEIGHT: The vertical distance measured from the sidewalk level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and ridge of a non-flat roof (gable, hip, gambrel, etc.); provided that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished lot grade at the front of the building.

BUILDING, NON-CONFORMING: Any building which does not conform to the regulations of this Chapter prescribing the maximum floor areas, required yards, coverage, height and setbacks, minimum required spacing between buildings on a single lot, and minimum required usable open space for the zoning district in which such building is located.

BUILDING, PRINCIPAL: A building in which is conducted the main use of the zoning lot on which it is situated.

BUILDING SETBACK LINE: A line parallel to the street line at a distance from it, regulated by the front yard requirements established in this Chapter.

BULK: The term used to describe the size and mutual relationships of buildings and other structures as to size, height, coverage, shape, and location of exterior walls in relation to lot lines, to the center line of streets, to other walls of the same building and to other buildings or structures, and to all open space relating to the building or structure.

BUSINESS PARK: A collection of lots and/or buildings wherein the principal land use is commercial or light industrial in nature.

CAR WASH: A building, or portion thereof, where motor vehicles are washed by a mechanical device.

CELLAR: A cellar is a story having more than one-half of its height below the curb level or below the highest level of the adjoining ground. A cellar shall not be counted as a story for the purpose of height measurements.

CEMETERY: Land used or intended to be used for the burial of animals or humans.

CHAPTER: Reference to Chapter herein shall mean this Chapter 21, which is the Algonquin Zoning Ordinance.

CHILDREN'S PLAYHOUSE: The actual structure designed for children to play on and in, not including play equipment such as swings, slides, and other apparatus.

CHURCH: A building primarily used for religious worship. The word church shall include, but not be limited to, chapel, temple, synagogue, and mosque.

CLEAR CUTTING: Removal of most or all trees from a given tree grouping or tract of woodland or savanna versus the selective removal of individual trees for purposes of health or safety.

CLUB OR LODGE, PRIVATE: A private club or lodge is a nonprofit association of persons who are bona fide members paying annual dues that owns, hires, or leases a building or portion thereof.

CLUSTERED HOUSING: Placing houses closer together than typically allowed in order to provide open space preserving natural or sensitive landscape areas. Clustered housing does not allow the base density to be exceeded, rather it makes the development possible while preserving the natural areas.

COMMERCIAL SOLAR ENERGY FACILITY: Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

COMMERCIAL VEHICLE: Any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for-hire or not-for-hire, but not including a vehicle used in a ridesharing arrangement when being used for that purpose, or a recreational vehicle not being used commercially.

COMMUNITY RESIDENCE: A single dwelling unit occupied on a relatively permanent basis in a family like environment by unrelated persons with disabilities. Paid professional support staff, provided by a sponsoring agency, either living with the residents on a 24-hour basis, or present whenever residents are present at the dwelling shall be required, unless a special use permit is issued. The community residence shall comply with the zoning regulations for the use district in which it is located. Community residence excludes facilities that provide care for persons who have been convicted of a crime or who have been released from jail or prison. (See also Group Home or Halfway House.)

COMPREHENSIVE PLAN: The Village of Algonquin Comprehensive Plan which is on file in the Community Development Department and the office of the Village Clerk and is amended from time to time.

CONSERVATION AREAS: Public or private lands that are preserved or managed to encourage native plant and animal communities.

CONSERVATION DESIGN: A density-neutral design system that takes into account the natural landscape and ecology of a development site and facilitates development while maintaining the most valuable natural features and functions of the site.

CONSERVATION EASEMENT: The grant of a property right or interest from the property owner to a unit of government or nonprofit conservation organization stipulating that the described land shall remain in its natural, scenic, open, or wooded state, precluding future or additional development.

CUBICLE: See definition for Booth.

CURB LEVEL: The level of the established curb in front of the building measured at the center of such front. Where a building faces on more than one street, the curb level shall be the average of the levels of the curbs at the center of the front of each street. Where no curb elevation has been established, the mean level of the land immediately adjacent to the building shall be considered the curb level.

DAY CARE CENTER: Any child care facility operated for profit or not for profit, that regularly provides day care for minor children and which must be licensed to render such day care by the Illinois Department of Children and Family Services (includes day nursery and nursery schools).

DECK: An exterior floor system, without a roof, supported on at least two opposing sides by an adjoining structure and/or posts, piers, or other independent supports, excluding balconies.

DOOR: Full, complete, non-transparent closure device that obscures the view or activity taking place within the enclosure.

DOWNTOWN PLANNING STUDY: A document dated March 5, 2013, and prepared by Land Vision, Inc. that is on file in the Community Development Department.

DRIVE-THROUGH: A business establishment so developed that its retail or service is provided to serve the patrons while in the motor vehicle.

DRIVE-THROUGH RESTAURANT: Any food service establishment, restaurant, or similar place in which food or drink is for sale for consumption on the premises or elsewhere in which service is received in a motor vehicle or at a central service window. The term drive-through shall apply to any

food service establishment in which service is made to a customer at a location other than tables on the premises intended for use by the customer for eating.

DWELLING: A building or portion thereof, but not including a house trailer or mobile home, designed or used exclusively for residential occupancy, including one-family dwelling units, two-family dwelling units, and multiple-family dwelling units, but not including hotels, boarding, or lodging houses.

DWELLING, MULTIPLE-FAMILY: A building or portion thereof, designed or altered for occupancy by three or more families living independently of each other in separate dwelling units; and also referred to as a multiple family dwelling.

DWELLING, ONE-FAMILY: A building designed exclusively for use and occupancy by one family and entirely separated from any other dwelling unit by space; and also referred to as a one family or single-family dwelling.

DWELLING, TWO-FAMILY: A building designed or altered to provide dwelling units for occupancy by two families; and also referred to as two-family dwelling or duplex.

DWELLING UNIT: A unit within a dwelling, entirely separated from any other unit within said dwelling, designed for occupancy by one family.

EASEMENT: Land that has been designated by lawful agreement between the owner of such land and another person or entity for a specified use only by such person or entity.

ECO-CORRIDOR OR GREENWAY: The means to connect significant resource areas, thus enhancing the functional value of the natural ecosystem by providing naturalized corridors that allow free migration of wildlife.

EFFECTIVE DATE: The effective date this Chapter was passed, and as amended.

ENERGY STAR: a U.S. Environmental Protection Agency voluntary program that helps businesses and individuals save money and protect our climate through superior energy efficiency.

FAA: The Federal Aviation Administration.

FAMILY: Two or more persons related by blood, marriage, or adoption including foster children, or a group of not more than five persons (excluding servants) who need not be related by blood, marriage, or adoption, living together and maintaining a common household, or no more than two individuals who are not necessarily related to each other by blood, and their dependents, together with domestic servants, living as a single, not-for-profit housekeeping unit occupying a dwelling unit, or as otherwise defined by the Federal Fair Housing Act, as may be amended from time to time.

FCC: The Federal Commerce Commission.

FITNESS CENTER: A building or space less than 10,000 square feet that houses exercise equipment and facilities for the purpose of physical exercise, excluding shower facilities and court areas. (See also Health Club)

FLOOR AREA RATIO (FAR): The floor area of the building on a zoning lot divided by the area of such zoning lot. The zoning district shall determine the floor area ratio that is allowable. The floor

area of a building shall be the sum of the gross horizontal area of the several floors of a building measured from the exterior walls or from the centerline of walls separating two buildings.

GARAGE, BUS: Any building used or intended to be used for the storage of three or more passenger motorbuses or motor coaches used in public transportation, including school buses.

GARAGE, PARKING: A structure for the parking of private motor vehicles either above or below ground.

GARAGE, PRIVATE: A detached accessory building or portion of the principal building designed, arranged, used, or intended to be used for the storage of motor vehicles of the occupants of the premises.

GROUNDWATER: Water that collects or flows beneath the Earth's surface, filling the porous spaces in soil, sediment, and rocks.

GROUP HOME OR HALFWAY HOUSE: Transitional living place for those in recovery from drugs or alcohol, or convicted criminals to begin the process of reintegration with society. (See also Community Residence.)

GUEST HOUSE: Living quarters within a detached accessory building located on the same premises with the principal building, for the use by temporary guests of the occupants of the premises. Such quarters shall not have kitchen facilities nor be rented or otherwise used as a separate dwelling.

HEALTH CLUB: A building or space that houses exercise equipment and facilities for the purpose of physical exercise (i.e., courts), including locker rooms with shower facilities. (See also Fitness Center)

HISTORIC STRUCTURE, RECOGNIZED: Buildings or structures that have been plaqued or designated as landmarks by any duly recognized federal, state, or local historic preservation agency/commission.

HOME OCCUPATION: Any business or commercial activity that is conducted in whole or in part in a dwelling unit and is clearly subordinate to the residential use.

HOSPITAL OR SANITARIUM: An institution open to the public in which patients or injured persons are given medical or surgical care; or for the care of contagious diseases or incurable patients.

HOTEL OR MOTEL: A building or portion thereof, or a group of buildings, that provides sleeping accommodations for tourists or transients on a daily or weekly basis, and may include meeting rooms or restaurants, whether such establishments are designated as a hotel, inn, motel, motor inn, motor lodge, or otherwise.

HOUSEHOLDER: The occupant of a dwelling unit who is either the owner or lessee thereof.

HYDRIC SOIL: A soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part.

IDNR: Illinois Department of Natural Resources.

JELKES CREEK-FOX RIVER WATERSHED ACTION PLAN: A plan prepared by Geosyntec Consultants and approved by the Village Board on September 17, 2013.

JUNK YARD: The use of more than 200 square feet of any lot where waste, scrap metal, paper, rags, or similar materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including auto and building wrecking yards, but excluding similar uses taking place entirely within a completely enclosed building.

KENNEL: Any lot or premises or portion thereof on which more than four dogs, cats, or other household domestic animals, over four months of age, are kept or on which more than two such animals are boarded for compensation or kept for sale.

LABORATORY: A place devoted to experimental study such as testing and analyzing. Manufacturing, assembly, or packaging of products are not included within this definition.

LAND CONSERVATION ORGANIZATION: A public or private organization having the statutory authority to hold conservation easements and/or own natural open space and with a demonstrated capacity to manage and oversee such areas.

LEED: The Leadership in Energy and Environmental Design Green Building Rating System developed by the U.S. Green Building Council.

LINE OF BUILDING (For Measuring Yards): A line parallel to the nearest lot line drawn through the point of a building or group of buildings nearest to such lot line, exclusive of such features specified as being permitted to extend into a yard.

LOADING AND UNLOADING SPACE, OFF-STREET: An open paved area of land other than a street or a public way, the principal use of which is for the standing, loading, and unloading of motor trucks, tractors, and trailers, to avoid undue interference with the public use of streets and alleys. Such space shall be not less than 10 feet in width, 45 feet in length and 14 feet in height, exclusive of access aisles and maneuvering space.

LODGING OR ROOMING HOUSE: A building with not more than five guest rooms where lodging is provided for compensation pursuant to previous arrangement, but not open to the public or to overnight guests.

LOT: The word lot when used alone shall mean a zoning lot unless the context of this Chapter clearly indicates otherwise.

LOT, CORNER: A parcel of land situated at the intersection of two or more streets or adjoining a curbed street at the end of a block. The front door location shall define the front yard.

LOT COVERAGE: The area of a zoning lot occupied by the principal building or buildings and accessory buildings.

LOT DEPTH: The horizontal distance between the front and rear lot lines measured in the mean direction of the side front lines.

LOT, FLAG: A lot with access to the bulk of the property by means of a narrow corridor.

LOT FRONTAGE: The front of a lot shall be that boundary of a lot along a public street.

LOT, INTERIOR: A lot other than a corner lot or reversed corner lot.

LOT LINE, FRONT: A street line which forms the boundary of the lot; the lot line that faces the principal entrance of the main building.

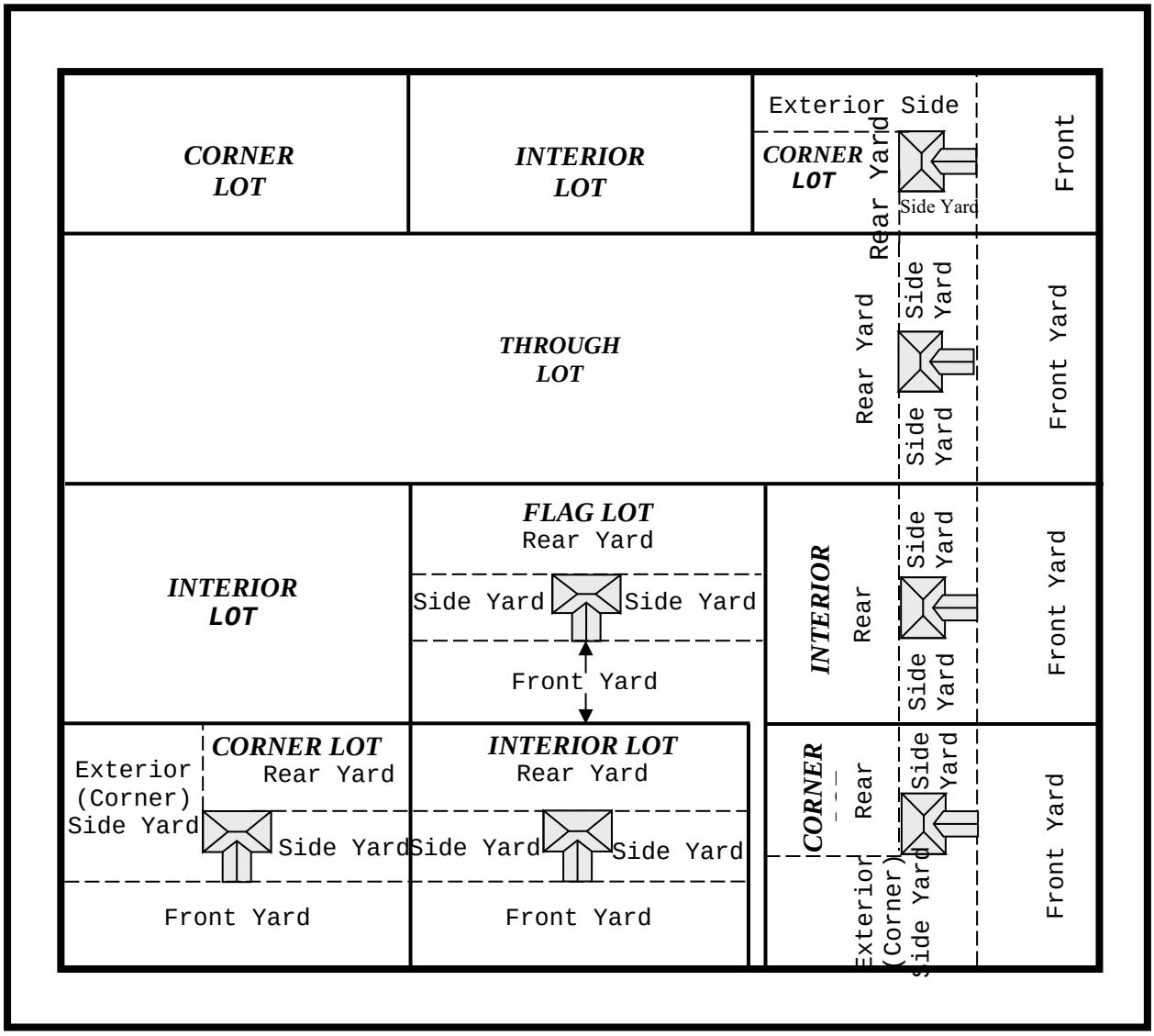
LOT LINE, INTERIOR: A side lot line common with another lot.

LOT LINE, REAR: The rear lot line is the lot line or lot lines most nearly parallel to and most remote from the front lot line.

LOT LINE, SIDE: Lot lines other than front or rear lot lines.

LOT, REVERSED CORNER: A corner lot, the rear of which abuts upon the side of another lot, whether across an alley or not.

TYPES OF LOTS AND SETBACKS



LOT, THROUGH: A lot having frontage on two parallel or approximately parallel streets, and which is not a corner lot. Also known as a "double frontage" lot.

LOT WIDTH: The horizontal distance between the side lot lines measured at right angles to the lot depth at the established front building line, or following the curve of the street if on a cul-de-sac.

MANUFACTURE: The making of anything by an agency or process.

MARINA: A boating facility for the berthing and securing of all types of recreational water craft and which may include slip rentals, fuel facilities, boat and accessory sales, package food sales, restaurants, and hull and engine repair or boat building.

MASSAGE or MASSAGE THERAPY: A system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice.

MASSAGE ESTABLISHMENT: Any establishment having its place of business where any person, firm, association, or corporation engages in, carries on, or permits to be engaged or carried on any of the activities referenced in the definition of Massage or Massage Therapy.

MCCD: McHenry County Conservation District.

MEDICAL OFFICE OR CLINIC OR CENTER: An establishment where human patients are admitted for diagnosis and treatment by licensed physicians, medical practitioners, and professional associates, who may utilize jointly the same reception area, medical supply, laboratory, auto parking, and other physical accommodations, not including massage therapists or optometrists when associated with a retail eyewear store.

MEDICIAL CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

MEDICIAL CANNABIS DISPENSING ORGANIZATION OR DISPENSARY: A facility operated by an organization or business that is registered by the State of Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

MOTOR FREIGHT TERMINAL: A building in which freight, brought to said building by motor truck, is assembled and sorted for routing in intrastate and interstate shipment by motor truck.

MOTOR VEHICLE REPAIR, MAJOR: Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair, and overall painting of vehicles.

MOTOR VEHICLE REPAIR, MINOR: Incidental repairs, replacement of parts and motor service to vehicles, but not including any operation specified under Motor Vehicle Repair, Major herein.

MOTOR VEHICLE SERVICE STATION OR GAS STATION: A place where gasoline, stored only in underground tanks, kerosene, lubricating oil or grease for operation of vehicles are offered for sale directly to the public, on the premises and including minor accessories and services for vehicles, including minor motor vehicle repairs and washing of motor vehicles where a mechanical device is employed.

MOTOR VEHICLE WRECKING YARD: Any place where one or more motor vehicles not in running condition, or parts thereof, are stored in the open and are not being restored to operation, or any land, building or structure used for wrecking or storing of such motor vehicle or parts thereof, and including any used farm vehicles or farm machinery, or parts thereof, stored in the open and not being restored to operating condition, and including the commercial salvaging of any other goods, articles, or merchandise.

MUNICIPAL FACILITIES/UTILITIES: Any building, structure, or appurtenance thereto, open space or parcel of property owned or leased by the Village, allowed in any use district.

NATIVE PLANTS: Any plant that has not been introduced into the area. Native plants are well adapted to the environment and provide beneficial improvements to the fertility of the soil, can survive but the most severe drought, capture and retain precipitation, and increase the rate of infiltration. These native plants also provide habitat for wildlife.

NATURAL AREA: Natural areas can consist of any of the following features: woodlands, savannas, wetlands, steep slopes, groundwater recharge areas, floodplains, habitat areas for rare, threatened or endangered species, and similar features.

NATURAL AREA RESTORATION: The act of restoring or re-establishing a natural area back to its natural state, function, and species.

NATURAL GROUNDWATER RECHARGE FUNCTIONS: The capacity of uncompacted soils to infiltrate and filter precipitation and runoff water and recharge underlying groundwater systems.

NATURAL LANDSCAPING: Landscaping using plants and materials that are naturally found in that location, and native species.

NIGHTCLUB: An establishment serving food and/or liquor and providing music and space for dancing by patrons only. A nightclub shall not include an "Adult Business."

NON-CONFORMING USE: Any building, structure, or land lawfully occupied by a use or lawfully established at the time of the adoption of this Chapter or amendments hereto that does not conform, after the passage of this Chapter or amendments hereto, with the use regulations of this Chapter.

NOXIOUS MATTER: Matter which is capable of causing injury or illness to living organisms, or is capable of causing detrimental effects to the health or the psychological, social, or economic wellbeing of humans.

NUDITY: The display of the human male or female genitalia; pubic hair; buttocks; perineum; anal or pubic regions; female breast, at or below the areola thereof, with no covering or with a less than fully opaque covering; or, male genitalia, in a discernible turgid state, with or without covering.

NURSING HOME OR REST HOME, OR ASSISTED LIVING: A system of housing and care that is designed for the aged or infirm or a place of rest for those suffering bodily disorders, but not including facilities for the treatment of sickness or injuries or for surgical care.

OBSCENE: Any material or performance is obscene if:

1. The average person, applying contemporary adult community standards, would find that, taken as a whole, it appeals to the prurient interest; and

2. The average person, applying contemporary adult community standards, would find that it depicts or describes, in a patently offensive way, ultimate sexual acts or sadomasochistic sexual acts, whether normal or perverted, actual, or simulated, or masturbation, excretory functions, or lewd exhibition of the genitals; and

3. Taken as a whole, it lacks serious literary, artistic, political, or scientific value. [Statutory Reference: 720 ILCS 5/11-20]

OLD TOWN DISTRICT (DOWNTOWN): The traditional downtown district of the Village. The boundaries of the Old Town District are legally described as follows:

Commencing at the northeast corner of Section 33, Township 43 North, Range 8 East of the Third Principal Meridian for the place of beginning: thence westerly along the north line of said Section 33 a distance of 850.0 feet more or less to a point on Lot 17 of Huntington Hills Subdivision Unit No. 1; thence southeasterly 879.0 feet more or less to the southeast corner of Lot 21 of said subdivision; thence westerly along the southerly line of said Lot 21 of said subdivision 64.0 feet to a point; thence southeasterly 269.00 feet to the southeast corner of Lot 23 of said subdivision; thence westerly along the southerly line of said Lot 23 a distance of 326.36 feet to the northeast corner of Lot 24 of said subdivision; thence southeasterly a distance of 563.25 feet to a point which is 92.13 feet southeasterly of Lot 26 of said subdivision; thence easterly 90.00 feet more or less to the northwest corner of part of Outlot 1; thence southerly along the westerly line of Outlot 1 a distance of 193.89 feet; thence easterly along said Outlot 1 a distance of 65.48 feet to an angle point in said southerly line; thence southeasterly a distance of 179.50 feet to the easterly right of way of Huntington Drive; thence a distance of 604.81 feet to the westerly line of Outlot 2 of Huntington Hills Unit 1; thence southwesterly a distance of 202.28 feet to a point on the north line of Traube and Companies' Riverview Subdivision Tract No. 2; thence easterly along said north line a distance of 340.86 feet more or less to the easterly right of way line of State Route 31; thence southerly along said right of way line to the northeasterly right of way of Jayne Street; thence along the northeasterly right of way of Jayne Street a distance of 530.6 feet to the centerline of Willow Street; thence northeasterly along said centerline a distance of 270.0 feet more or less to the westerly shoreline of the Fox River; thence northerly along said westerly shoreline to the southwesterly right of way of the McHenry County Conservation District (Bike path); thence southeasterly along said right of way to a point which is 155.99 feet southeasterly of the easterly right of way of Hubbard Street extended southerly; thence

northerly along a line which is 132.0 feet east of and parallel with the easterly right of way of Hubbard Street to a point of the centerline of Clay Street; thence northeasterly a distance of 456.0 feet to a point on the centerline of Ridge Street, said point being 136.09 feet east of the easterly right of way of Hubbard Street; thence northwesterly along the centerline of Ridge Street a distance of 166.09 feet to a point on the centerline of Hubbard Street; thence along the centerline of Hubbard Street northerly to the centerline of State of Illinois Route 62; thence easterly along said centerline to a point on the centerline of Highland Avenue; thence northeasterly along said centerline of Highland Avenue to the northerly right of way of Short Street; thence northwesterly along said northerly line a distance of 530.60 feet to a point on the westerly right of way of Hubbard Street; thence northeasterly along said right of way extended a distance of 377.30 feet to a point of the southwesterly line of Lot 8 of Algonquin Springs Subdivision; thence northwesterly along said southwesterly line a distance of 280.6 feet to the eastern right of way line of River Road; thence westerly to the southeast corner of Lot 1, Block 17 in Algonquin (original town) said point also being on the northern right of way of Edwards Street and the westerly right of way of North Harrison Street; thence northeasterly a distance of 663.00 feet more or less to a point on the southwestern line of Lot 3 in the Sunnyside Addition to Algonquin; thence northwesterly along said line 111.1 feet to the easterly right of way of State Route 31; thence northeasterly along said right of way 453.82 feet more or less to the southeasterly corner of Park Street and Pioneer Road; thence along the southeasterly right of way of Pioneer Road; thence 324.64 feet more or less to the northeasterly line of Brook Street; thence continuing along said easterly right of way of Pioneer Road extended a distance of 311.57 feet to a point on the southwesterly right of way of Indian Trail; thence northwesterly along said right of way a distance of 18.40 feet; said point being the northwesterly corner of the Getzelman Melahn Subdivision; thence along the northwesterly line of said subdivision a distance of 254.98 feet; thence northwest 30.0 feet along said subdivision line; thence 193.7 feet to the southeasterly right of way of Pioneer Road, also being the southwesterly corner of Merrill and Companies' Algonquin Hills Unit No. 3; thence northwesterly along said subdivision line a distance of 213.1 feet more or less; thence northeast a distance of 220.0 feet more or less to a point of the southerly line of the cemetery; thence easterly along said southerly line a distance of 367.28 feet; thence northerly along easterly line of said cemetery 296.98 feet easterly to a point 24.1 feet west of the westerly right of way of Beachway Drive; thence northeasterly at right angles to said right of way 60.0 feet to the easterly right of way of Beachway Drive; thence 333.27 feet more or less to the centerline of Algonquin Cary Road, said point being the south line of Merrill and Companies Algonquin Hills Unit 1; thence westerly along said subdivision line 1092.1 feet to a point on the northerly line of Merrill and Companies Algonquin Hills Unit 4; thence south 275.0 feet to the northerly right of way of Willow Lane; thence westerly along said northern line 140.0 feet to the easterly right of way of Oak Street; thence southerly along said easterly right of way a distance of 190.0 feet; thence easterly a distance of 150.0 feet; thence southerly a distance of 130.0 feet to the north right of way of Maple Avenue; thence easterly along said right of way a distance of 171.78 feet to the westerly right of way of State Route 31; thence southerly along said westerly line to the southeast corner of Outlot C of Arrowhead Hills; thence northwesterly along southerly line of said subdivision 116.5 feet to the northeast corner of Lot 3 of Arrowhead Hills 1st Addition; thence southwesterly along said subdivision 165.1 feet to the southeast corner of Lot 3 of said subdivision; thence northwesterly 48.3 feet to the northeast corner of Lot 4 of said subdivision; thence southwesterly 198.17 feet to a point on the northerly line of Algonquin (original town); thence northwesterly along said line to the southeasterly right of way of Mound Street; thence southwesterly along said right of way to the northerly right of way of Chicago Street (Algonquin Road); thence northwesterly along said right of way to the south line of the southwest quarter of Section 27, Township 41 North, Range 8 East of the third principal meridian; thence westerly along said section line to the place of beginning, located within the Village of Algonquin, Illinois.

And commonly described as: Commencing with the southern edge of Greenwood Avenue from Cary-Algonquin Road to Route 31 (Main Street), encompassing both sides of Cary-Algonquin Road to its terminus at Route 31, and encompassing both sides of Route 31 south to Jayne Street; all parcels on both sides of Edward Street from its westward terminus at the boundary of the R-1 zoning district to its terminus at the Fox River and following the Fox River as a boundary south to the eastern side of Willow Street and all property located westerly of Route 31, and all property located westerly to Route 31; all property located within the I-1 zoning district adjacent to the MCCD bike path north to the boundary of the R-1 zoning district at its terminus with Algonquin Road, and all property located easterly to Route 31; all parcels south of the R-2 zoning district boundary line on to the east side of the Fox River from the Fox River east to the east side of Hubbard Street and then south to the MCCD bike path.

OPEN SPACE: Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for passive or active recreational use, including detention areas, retention areas, and wetlands.

Also undeveloped land within a conservation design development that has been designated, dedicated, reserved, or restricted in perpetuity from further development and is set aside for the use and enjoyment by residents/tenants of the development. Open space shall not be part of individual residential lots.

OPERATOR: For purposes of an Adult Business, as defined herein, any person, (whether said persons be an individual, partner, corporation, joint stock company, fiduciary, officer, director, stockholder, employee, or manager), which conducts, maintains, or owns any Adult Business.

OUTDOOR STORAGE: The keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than 24 hours.

OVERLAY DISTRICT: A district, which acts in conjunction with the underlying zoning district or districts.

PARKING AREA, PRIVATE: An open paved area of land, other than a street or public way, designed, arranged, and made available for the storage of private passenger vehicles only, of occupants of the building or buildings for which the parking area is developed and is accessory.

PARKING AREA, PUBLIC: An open paved area, other than a street or public way, intended to be used for the storage of passenger automobiles and commercial vehicles under 1½ ton capacity, and available to the public whether for compensation, free, or as an accommodation to clients or customers.

PARKING SPACE: Space within a public or private parking area which shall measure 9 feet by 18 feet, exclusive of access drives or aisles, ramps, columns, or office and work areas, for the storage of one motor vehicle under 1½ ton capacity.

PATRON: For purposes of an Adult Business, any customer, patron, or visitor to an Adult Business who is not employed by any operator of said establishment.

PAYDAY ADVANCE: A facility that is not a bank or currency exchange, rather a business that offers check cashing services or payday loans to customers.

PERFORMANCE STANDARD: A criterion to control noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, or glare to be moved or removed.

PLANNED DEVELOPMENT (PLANNED UNIT DEVELOPMENT), (PUD): A planned development is a tract of land, which is developed as a unit under single ownership or control, that includes two or more principal buildings and which may not completely conform to all of the regulations of the zoning district in which it is located. The development of a "planned development" shall be according to regulations as hereinafter set forth.

PLANNING AND ZONING COMMISSION: See Chapter 18 of this Code.

PORCH: A roofed-over structure, projecting out from the wall or walls of a main structure, and commonly open to the weather in part.

PORTABLE STORAGE CONTAINER: A self-storage container that is delivered to and retrieved from a home or business for long-term off-site storage or on-site storage. Portable On Demand Storage, or PODS, are a familiar trade name for such containers. These containers are not on a chassis and do not have axles or wheels.

PRAIRIE: An extensive area of flat to hilly, predominantly treeless grassland. Prairies comprise those native plant communities that are dominated by a diversity of perennial forbs, or wildflowers, growing in a perennial graminoid, or grass-like, matrix which forms a dry, flammable turf in autumn.

PUBLIC UTILITY: Any person, firm, corporation, or municipal department duly authorized to furnish, under public regulation to the public, electricity, gas, steam, telephone, cable, transportation, potable water, or sanitary sewage disposal.

RAP PARLOR: An establishment or place primarily in the business of providing nonprofessional conversation or similar services for adults, where explicit sexual conduct is depicted and/or sexual activity is explicitly or implicitly encouraged or tolerated.

RECREATIONAL VEHICLE: Any boat, boat trailer, water craft, snowmobile, motorcycle, all-terrain vehicle, air craft, trailer, any camping trailer, travel trailer, pickup, coach, motor home, mini motor home, truck camper, or van camper, or other unit built or mounted on a vehicle or chassis, without permanent foundations, which may legally be driven or towed by motor vehicles or vehicles used primarily for recreational purposes.

REDEVELOPMENT: The removal of the principal buildings or structures from land and/or the construction or erection of other principal buildings or structures thereon, or the development of vacant properties.

SADOMASOCHISTIC ACTIVITY: Flagellation or torture by or upon a nude person; a person clad in undergarments, a mask or bizarre costume. In addition, the condition of being fettered bound or otherwise physically restrained with the intent to stimulate or arouse sexually the initiator and/or the recipient.

SATELLITE DISH ANTENNA: A parabolic or dish-type antenna or any circular, rectangular, concave, or similarly-shaped antenna, solid or open-web in construction, designed for receiving communications, radio, television, data, or other signals from a satellite or other sources, or for

transmitting such signals to a receiving station, or both. For the purposes of this definition, a "miniature satellite dish" shall mean any satellite dish antenna that has a diameter or width of less than 25 inches, and a "regular satellite dish" shall mean any satellite dish antenna that has a diameter or width of 25 inches up to a maximum of 10 feet.

SAVANNA: Landscapes with between 10 and 50 percent native tree canopy, commonly dominated by oak trees. (Savanna structure was regularly affected by fires set by Native Americans prior to the arrival of European settlers.)

SELF-STORAGE, MINI WAREHOUSE: A building or buildings in a controlled access area that contain varying sizes of individual, compartmentalized and controlled access stalls or lockers for the storage of a customer's goods or wares.

SELL: Includes to solicit or receive an order for, to keep or expose for sale, and to keep with intent to sell.

SENSITIVE NATURAL RESOURCE: Resources include streams, wetlands, trees, fens, bogs, woodlands, groundwater recharge areas, lakes, and ponds.

SEXUAL CONDUCT: Ultimate sex acts (whether auto-erotic, heterosexual, homosexual, or otherwise), bestiality or sadomasochistic activity. In addition, physical contact, intended to stimulate or arouse sexually the initiator and/or the recipient, with a person's unclothed genitalia, buttocks, perineum, anal or pubic regions, or female breast.

SIGN: See Chapter 29, Sign Code, of this Code.

SITE COVERAGE: Site coverage is the amount of building footprint and impervious surfaces on the lot divided by the lot size.

SOIL SURVEY: The document was created by the U.S. Department of Agriculture's Natural Resources Conservation Service which records soil types with maps and describes soil characteristics.

SPECIAL USE: Any use of land or buildings or both, described and permitted herein, subject to the provisions of Section 21.12 herein.

SPECIALTY RECREATION FACILITY: An establishment that provides recreational activities, including but not limited to indoor trampoline parks, obstacle courses, or similar venues, designed to offer specialized physical and entertainment experiences for individuals or groups.

STEEP SLOPES: Land slopes equal to or greater than 12 percent.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each 14 feet or fraction thereof.

STORY, HALF (HALF STORY): A half story is that portion of a building under a gable, hip, or mansard roof, the wall plates of which, on at least two opposite exterior walls, are not more than 4½ feet above the finished floor of such story. In the case of one-family dwellings, two-family dwellings

and multiple-family dwellings less than three stories in height, a half story in a sloping roof shall not be counted as a story for the purpose of this Chapter. In the case of multiple-family dwellings three or more stories in height, a half story shall be counted as a story.

STREET: A public way other than an alley.

STREET LINE: A line separating an abutting lot, piece, or parcel, from a street.

STRUCTURAL ALTERATIONS: Any change other than incidental repairs which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams, or girders.

STRUCTURE: Anything constructed or erected which requires location on the ground or is attached to something having location on the ground.

SURFACE WATER: Water that resides or flows in streams, rivers, natural lakes, constructed reservoirs, and wetlands.

SUSTAINABLE DEVELOPMENT: Development that enhances people's wellbeing within the environment's capacity.

TAVERN: A building where alcoholic liquors are sold to be consumed on the premises.

TERRACE, OPEN: A level and rather narrow plane or platform open to the sky that, for the purpose of this Chapter, is located adjacent to one or more faces of the principal structure and which is constructed not more than 4 feet in height above the average level of the adjoining ground.

TOBACCO ACCESSORIES: Tobacco-related products and paraphernalia including, but not limited to, pipes, papers, vaporizers, and hookahs.

TOBACCO PRODUCTS: Any substance containing tobacco leaf intended for human use, including, but not limited to cigarettes, cigars, loose tobacco, snuff, chewing tobacco or dipping tobacco.

TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio, and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

TRUCK PARKING AREA OR YARD: Any land used or intended to be used for the storage or parking of trucks, tractors, truck trailers, and commercial vehicles, while not loading or unloading.

UNDERAGE: Any person under 18 years of age, the legally minimum age at which one can purchase or view adults-only items. (Statutory Reference: 720 ILCS 5/11-20)

USE: The purpose for which land or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, let, or leased.

USED CAR LOT: A zoning lot on which used motor vehicles, such as cars, trailers, or trucks, are displayed for sale or trade.

VEGETATION ANALYSIS: An identification and mapping of site vegetation conditions according to their natural ecological communities (e.g., prairies, savannas, woodlands, and wetlands) and/or man-made state (e.g., old field, cropland, turf, etc.). For natural areas, a vegetation analysis also involves a concise, qualitative analysis of ecological quality.

VEHICLE RENTAL FACILITY: A facility that supports the pick-up, return, storage, service, and preparation of vehicles for rental purposes.

WATERSENSE (WaterSense): A U.S. Environmental Protection Agency program designed to encourage water efficiency in the United States through the use of a special label on consumer products.

WETLAND: Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. A wetland is identified based upon the three attributes: 1) hydrology, 2) soils, and 3) vegetation as mandated by the current federal wetland determination methodology.

WETLAND ENHANCEMENT: The improvement in wetland functional value of an area currently meeting the technical definition of a wetland.

WETLAND RESTORATION: The reintroduction of wetlands to an area where wetlands existed historically (e.g., on drained hydric soils) but not prior to the mitigation activity.

WOODLANDS: Landscapes with native tree canopy covering more than 50 percent of the surface area. (Some portions of native woodlands were regularly affected by ground fires set by Native Americans prior to the arrival of European settlers.)

WOODS CREEK WATERSHED-BASED PLAN: Plan prepared by Applied Ecological Services, Inc and approved by the Village Board on September 17, 2013.

YARD: An open space on the same zoning lot with a principal building or group of buildings, that is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this Chapter, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district on which the zoning lot is located.

YARD, EXTERIOR SIDE (CORNER YARD): On a corner lot the side yard immediately adjoining a public street not otherwise defined as the front yard.

YARD, FRONT: A yard extending across the full width of the zoning lot and lying between the front line of the lot and the nearest line of a building.

YARD, REAR: A yard extending across the full width of the zoning lot and lying between the rear line of the lot and the nearest line of the principal building.

YARD, SIDE: That part of the yard lying between the nearest line of the principal building and a side lot line, and extending from the required front yard (or from the front lot line, if there is no required front yard) to the required rear yard.

ZONING ADMINISTRATOR: The Zoning Administrator who is designated by the Village Manager and is responsible for making interpretations of this Chapter as necessary.

ZONING ENFORCEMENT OFFICER: The Zoning Enforcement Officer is the Building Commissioner and is responsible for enforcing this Chapter.

ZONING LOT: A plot of ground made of one or more parcels that is or may be occupied by a use, building, or buildings, including the open spaces required by this Chapter.

ZONING MAPS: The map or maps incorporated into this Chapter as a part hereof, designating zoning districts.

Section 21.4
GENERAL PROVISIONS

A. **ZONING MAP.** The locations and boundaries of the districts established herein are shown upon the zoning map, which is hereby incorporated into this Chapter. The zoning map, together with all notations, references and other information shown thereon, and all amendments thereto, shall be a part of this Chapter and shall have the same force and effect as if the zoning map, together with all notations, references, and other information shown thereon, were fully set forth and described herein.

B. **NEW OR ANNEXED LAND.** Submerged land heretofore reclaimed, or which may be reclaimed hereafter, and land heretofore annexed or which may be annexed to the Village hereafter, and which is not shown on the zoning map made a part of this Chapter, shall be classified the R-l E One-Family Dwelling District until such time as the Village Board designates the permitted use of the land in accordance with the provisions of this Chapter.

C. **ZONING OF STREETS, ALLEYS, AND PUBLIC-WAYS.** All streets, alleys, and public ways, if not otherwise specifically designated, shall be deemed to be in the same zoning district as the property immediately abutting upon such alleys, streets, and public ways. Where the centerline of a street, alley, or public way serves as a district boundary, the zoning of such areas, unless otherwise specifically designated, shall be deemed to be the same as that of the abutting property up to such centerline.

D. **BOUNDARY LINES.** Wherever any uncertainty exists as to the boundary of any use district as shown on the zoning map incorporated herein, the following rules shall apply.

1. Where district boundary lines are indicated as following streets, alleys or similar rights-of-way, they shall be construed as following the centerlines thereof.

2. Where district boundary lines are indicated as approximately following lot lines, such lot lines shall be construed to be such boundaries.

E. **SCOPE OF REGULATIONS**. No building or structure shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used for any purpose other than is permitted in the district in which the building or land is located.

F. **PERMITS.** No application for a building permit or other permit or license or for a certificate of occupancy shall be approved by the Building Commissioner, and no permit or license shall be issued by any other Village department that would authorize the use or change in use of any land or building contrary to the provisions of this Chapter, or the erection, moving, alteration, enlargement, or occupancy of any building designed or intended to be used for a purpose or in a manner contrary to the provisions of this Chapter. That site construction, utility installation, and grading shall not commence until a Site Development Permit has been issued by the Village, all off-site and on-site utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.

G. BUILDING HEIGHT, BULK, AND LOT COVERAGE.

1. No building shall be erected, reconstructed, relocated or structurally altered so it has a greater height, a higher ratio of lot coverage, or smaller open space about it than permissible under the limitations set forth herein for the district in which such building is located, except that parapet walls, chimneys, cooling towers, elevator bulkheads or stacks, and necessary mechanical appurtenances shall be permitted to exceed the maximum height provisions when erected in accordance with all other ordinances of the Village.

2. No space allocated to a building or dwelling group for the purpose of complying with the side, rear, or front yard or court or other open space or lot area requirements of this Chapter shall thereafter, by reason of change in ownership or for any other reason, be used to satisfy the yard, court, open space, or lot area requirements of any other building or dwelling group.

3. An open terrace, but not including a roofed-over porch or terrace, may occupy a front yard, provided the unoccupied portion of the front yard has a depth of not less than 15 feet. A one-story bay window may project into a front yard not more than 3 feet. Overhanging eaves, including gutters, may project over the minimum required side yard not more than 18 inches.

4. No usable open space or off-street parking space or loading space existing or provided hereafter for any building shall be reduced below the minimum requirements hereinafter set forth for such usable open space, parking space, or loading space, nor further reduced if already less than the minimum requirements.

H. LOT AREA AND DIMENSION.

1. When two or more parcels of land, any of which lacks adequate area and dimension to qualify for a permitted use under the requirements of the zoning district in which they are located are contiguous and are held in one ownership, they shall be used as one zoning lot for such use. Prior to the issuance of any permit, the property owner shall designate the lots as one lot with a Plat of Resubdivision.

2. Any single lot or parcel of land that does not meet the requirements for a minimum lot width and area may be utilized for a permitted use provided that the yards, courts, and usable open space are not less that 75 percent of the minimum required dimensions or areas. All lots created after the adoption of this Chapter must meet the areas required of the zoning district in which they are located.

I. LOCATION OF BUILDINGS AND ACCESS TO PUBLIC STREETS. Except as otherwise approved by the Village Board, as part of a planned development, every building shall be constructed or erected upon a lot or parcel of land that abuts a public street as defined by the district in which the structure is located.

J. BUILDINGS UNDER CONSTRUCTION. Nothing in this Chapter shall be deemed to require any change in the plans, construction, or designated use of any building for which a building permit has been lawfully granted prior to the effective date of this Chapter or of amendments hereto, and said building may be completed in accordance with the approved plans; provided construction is started within six months of the issuance of the building permit and diligently carried out to completion. Such building shall be subject to the provisions of Section 21.14, Non-Conforming Buildings and Uses, herein.

K. BUILDINGS ON A ZONING LOT. Every building hereafter erected or structurally altered to provide dwelling units shall be located on a zoning lot as herein defined, and in no case shall there be more than one such principal building on one zoning lot.

L. UNDERGROUND UTILITIES. Underground utilities, including telephone and electric systems, are required within the limits of any new development. Appurtenances to these systems, that can be effectively screened may be excepted from this requirement if the Planning and Zoning Commission finds that such exemption will not violate the intent or character of the development.

M. USES NOT SPECIFICALLY LISTED. Uses not specifically listed are to be determined by the Zoning Administrator.

N. ENDANGERED SPECIES CONSULTATION PROGRAM. Before any property is rezoned from open space or agriculture, or any petition for a planned development or a special use permit is approved, the property shall be subject to the Illinois Endangered Species Protection Act (520 ILCS 10/1 *et seq*.) that requires the submittal of an Ecological Compliance Assessment Tool (EcoCAT).

Any IDNR response to the EcoCAT shall be submitted with the application.

In the event the IDNR concludes there will be an adverse impact, the petitioner shall attempt to avoid, minimize, or compensate for the impacts pursuant to the IDNR recommendations. The required written report to the IDNR outlining what alternatives in the IDNR EcoCAT will be adopted, shall be submitted to the Village.

O. NATURAL RESOURCE INVENTORY APPLICATION. A Natural Resource Inventory Application must be filed with the Kane-DuPage Soil and Water Conservation District or the McHenry-Lake County Soil & Water Conservation District before submitting a zoning petition for properties that request a rezoning from agriculture, subdivision of vacant land, variation, special use permit, or planned development. The report shall be received and reviewed prior to approval.

P. PERFORMANCE STANDARDS. Performance standards set forth herein are established to protect the public health, safety, comfort, convenience, and the general welfare of the Village, and to promote a more desirable environment in which to live and work within the Village. No Village building permit shall be issued until the appropriate local, state, or federal agencies have issued all necessary permits for the particular use.

1. **MATERIALS.** Any production, processing, cleaning, services, testing, repair, or storage of materials, goods, or products that could be injurious or offensive to the occupants of adjacent premises by reason of the emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic, or noxious materials, odors, fire or explosive hazards, glare or heat, are not allowed.

2. **ODORS**. The emission of odorous matter in such quantity that is readily detectable at any point along a lot line or produces a public nuisance or hazard beyond a lot line is prohibited.

3. **OPEN BURNING**. Refer to Section 43.08, Open Burning and Recreational Fires, of this Code.

4. **EMISSIONS.** All uses shall conform to the requirements governing the emission of noise, vibration, smoke and particulate matter, water or other effluents, toxic or noxious matter, fire, glare, heat or radiation, as cited in the Environmental Protection Act, 415 ILCS 5/1 *et seq.*, as amended.

Q. CONSERVATION DESIGN STANDARDS AND PROCEDURES

1. **Background**. The Village is committed to protecting its natural resources as growth continues within the Village. Developments can be designed and constructed in ways to preserve and enhance natural features to ensure a high quality of life for the community. These conservation design standards and procedures require developers and consultants to work with the natural landscape of the land and develop around these features instead of destroying the features or trying to recreate them elsewhere.

2. **Purpose**.

    a. To create a more livable and sustainable community;

    b. To preserve the integrity of the land and its natural functions and to provide long-term ecologic management;

    c. To preserve the hydrologic condition and infiltrative capability of the soil by minimizing mass grading and impervious surfaces;

    d. To preserve natural groundwater recharge functions and protect the quality of surface water and groundwater;

    e. To minimize stormwater runoff and associated flooding and erosion;

    f. To preserve significant archaeological sites, historic buildings, and their settings;

g. To provide connectivity to surrounding developments and promote interconnected trails, greenways, and wildlife corridors;

h. To reduce infrastructure costs and the cost of public services required for new development and enhance property values;

i. To protect habitat and maintain an ecologic balance;

j. To promote green building practices and LEED certification;

k. To encourage and explore alternative energy;

l. To promote infill development or redevelopment first; and

m. To view valuable natural areas as non-buildable areas.

3. **Applicability**. The following regulations are intended to apply to proposed developments/redevelopments 1 acre or larger in size that contain and/or abut sensitive natural resource areas (automatic or cumulative triggers as listed below). In addition, petitioners may voluntarily choose to apply as a conservation development and thereby conform to all of the applicable requirements of this Section. Such applications also are eligible for the relevant density bonuses and related benefits offered.

These regulations are mandatory for a parcel if either an Automatic Trigger or a Cumulative Trigger, as defined below, is met. Note that all such natural resource areas that exist on the site are eligible to meet the open space requirements of this Section.

a. Automatic Triggers:

I. The site is located within an approved watershed plan then the requirements of the watershed plan shall be followed.

II. The site contains or abuts within 200 feet of designated McHenry County Natural Area Inventory (MCNAI) sites,

III. The site contains or abuts within 200 feet of streams, rivers and lakes designated as Advanced Identification (ADID) high quality habitats.

b. Cumulative Triggers. The site contains, or abuts within 200 feet, the following areas whose cumulative acreage equals or exceeds 10 percent of the total area of the site and the 200-foot abutting zone:

I. Wetland: regulatory wetlands, except farmed wetlands;

II. Floodplains: FEMA "A", the 100-year, the "flood of record" from the U.S. Geological Survey Hydrologic Investigations Atlas HA series ("USGS HA series");

III. Glacial kettle holes;

IV. Fens;

V. Native woodlands and savannas based on on-site determination;

VI. Remnant prairies based on on-site determination;

VII. Soils characterized as having one or more of the following characteristics:

- Excessive permeability,
- High leach potential,
- High potential for aquifer contamination, or
- Depressional hydric soils;

VIII. State-designated Class III Special Resources Groundwater areas;

IX. Publicly owned or private deed-restricted natural open spaces and preserves;

X. Sensitive aquifer recharge area;

XI. Areas that provide habitat for rare, threatened, or endangered species;

XII. Burial sites and Native American Indian mounds; or

XIII. Slopes of 12 percent or steeper.

Commentary: Most of the preceding natural resources data categories are available digitally from the McHenry-Lake County Soil and Water Conservation District or the Kane-DuPage County Soil and Water Conservation District. A few of the categories—such as woodlands, savannas, prairies, and kettle holes—will need to be determined via an on-site analysis. Petitioners, therefore, should plan on using a combination of methods in assembling the necessary natural resources inventory to comply with this applicability determination.

4. **Application Process**. Section 22.03, Subdivision/Planned Development Procedures, of this Code shall be followed for submitting applications. The

approved plat of subdivision shall have a note on it designating the development as a Conservation Design.

a. Site Analysis/Information Requirements for the Preliminary Plan Submittal. In the Natural Resources Inventory (unless otherwise indicated in existing ordinances), the following information shall be provided for the site and within 200 feet of the boundary. Information shall be prepared by a qualified professional.

I. Topography (minimum 1-foot contours);

II. Streams, rivers, lakes, and watercourses; and the ADID classification of each;

III. Wetlands (U.S. Army Corps of Engineers jurisdictional, county jurisdictional and farmed, and the ADID classification);

IV. Floodplain/floodway;

V. Depressional storage areas/flood of record from USGS HA series and soil maps showing soils that are depressional;

VI. Drainage ditches, field tiles (from a tile survey), storm sewers, and outlets;

VII. Existing drainage patterns, drainage divides, and flow paths;

VIII. Designated natural areas (INAI and MCNAI);

IX. Threatened and endangered species;

X. Woodlands, savannas, and prairies;

XI. Vegetation analysis (e.g., vegetation communities);

XII. Tree inventory;

XIII. Soils classifications/types, especially hydric/organic, slope ranges;

XIV. Soil interpretation/suitability assessment which includes excessive permeability, leach potential, groundwater recharge or discharge potential, septic suitability, basement suitability, aquifer sensitivity, prime farmland, and soil erosion potential;

XV. Public open space and preserves;

XVI. Farmland;

XVII. Historic buildings and/or sites and archeological sites; and

XVIII. Septic systems and sewer lines.

b. Site Capacity Analysis/Site Yield Plan.

I. Residential. These calculations are intended to determine site capacity for residential development: buildable acreage and number of units.

II. The entire area of the parcel (the acres of land within the bounds of the legal description) shall be determined and considered the "gross area."

III. Ninety percent of the gross area, as defined above, excluding one half (0.5) of all land located within the automatic or cumulative triggers, shall be considered the "par acreage." For example, if the gross area is 80 acres with 20 acres of wetlands, the par acreage would be 63 acres, (80 – [20 x 0.5] x 0.9 = 63).

IV. The par acreage, as determined above, shall then be multiplied by the maximum allowable dwelling units per acre as determined by the underlying zoning class. The resulting computation shall represent the maximum number of dwelling units that can be built in the conservation design, prior to any density bonus that may be approved.

V. Development Yield Analysis. The petitioner shall submit a table showing the maximum number of dwelling units that would be permitted under this Chapter, consistent with the minimum lot size, lot widths, setbacks, and other provisions of this Chapter, and compare it to the number of dwelling units proposed. Land that is undevelopable because of other laws and ordinances that prohibit development in certain areas (e.g., floodplains, wetlands, steep slopes, and drainage ways) shall be excluded from the development yield analysis.

VI. Non-residential. Commercial, office, research, and light industrial uses shall not exceed a site coverage ratio of 0.4, prior to any site coverage bonus that may be approved.

5. **Density Bonuses for Open Space and Innovative Design**. At the request of the petitioner, the staff may recommend and the Village Board may approve an increase in density if it is demonstrated that the proposed conservation design plan offers a superior layout and quality of design which incorporates environmentally sensitive

design features that substantially exceed the minimum requirements of this Chapter while preserving the intent and purpose of the plan. If density bonuses are requested, the petitioner is required to authenticate all site amenities and improvements**.** In addition, it shall be the petitioner's responsibility to present appropriate evidence and documentation that each standard, for every density bonus requested, has been met or exceeded for Village Board consideration.

For residential developments, the maximum density bonus may not exceed more than 0.5 units per acre. For non-residential developments, the maximum density bonus shall be an increase of site coverage up to 0.75. Examples of items that may be worthy of consideration for a density bonus include:

a. Internal trails and open spaces are connected with existing or potential open spaces and multi-use trails outside of the development and provide access to the public.

b. The amount of open space provided exceeds the minimum required for the development by 10 percent or more.

c. Open space within the development is placed into a conservation easement with a legally incorporated land conservation organization or donated to a public open space agency.

d. Wetland restoration and/or enhancement are performed substantially in excess of the Village and U.S. Army Corps of Engineers permit requirements.

e. Remnant prairies, savannas, and woodlands are substantially restored prior to the turnover of the property to the homeowners' or property owners' association or land conservation organization. Such restoration will consist of the removal of invasive trees, brush, and herbaceous species and the establishment of native herbaceous species.

f. The development proposes a mix of housing types and price ranges (including affordable housing).

g. Recognized historical buildings and structures are preserved and reused.

h. All structures are built to LEED certification specifications, WaterSense and/or Energy Star certification.

i. Green roof or white membrane roof covers at least 75 percent of the roof area for non-residential buildings.

j. Geothermal heating and cooling system installed.

k. Solar and/or wind power installed.

l. Alternative methods for irrigation systems are installed (e.g., grey water recycling, stormwater, not using potable water supplies).

6. **Conservation Design Layout**. The proposed development shall be designed to fit the topography, physical features, and soil conditions of the subject site. More specifically, conservation design shall preserve natural drainage patterns, use and preserve native vegetation and stabilize soils during construction, and protect, enhance, and maintain natural resources.

Conservation design layouts are typically designed starting from the land to the lots which is different from traditional design of lots to land. Following is the conservation design process:

a. Identify all natural resources, conservation areas, open space areas, and physical features. To the maximum extent practical, these features shall be preserved as open space and protected from any negative impacts generated as a result of the development or other land disturbing activities. In so doing, the design of an open space network also shall preserve or establish greenway and trail connections to adjacent natural areas, subdivisions, and local and regional trails and greenways.

b. Locate building sites to take advantage of open space and scenic views. Lot areas and lot widths which facilitate the access of neighborhoods and lots to open space and conservation areas should be considered in order to provide more efficient use of the land, as well as to protect the development rights of the property owner and preserve the number of units permitted by the underlying zoning of the property.

c. Design the streets network to minimize encroachment in sensitive natural resources and to take advantage of open space vistas. Interconnection of internal streets and street connections to adjoining land parcels should be provided to create opportunities for future connectivity while also recognizing potential safety issues involving ingress/egress.

d. Establish lot lines and lot sizes in order to take maximum advantage of conservation subdivision concepts.

7. **Conservation Design Standards**.

a. <u>Residential and Non-Residential Development</u>.

I. Lots, buildings, and building sites should be clustered. Lot and building site size may be less than that required by the underlying zoning in order to achieve greater preservation and protection of

natural resources. Lot size, shape, and orientation shall be appropriate to the use, location, and type of development.

II. Such clusters shall be located to minimize negative impacts on the natural, visual, and cultural resources of the site and between incompatible uses and activities.

III. Such clusters shall be designed and sited to achieve the following objectives:

i Minimize disturbance to woodlands, wetlands, prairies, mature trees, headwaters, seeps, and steep slopes.

ii Minimize fragmentation of natural areas and open space while also providing for access and views from clusters.

iii Avoid encroaching on rare plant communities, high quality habitats, or endangered species.

iv Minimize encroachment in natural depressions, drainage ways, and sensitive recharge areas to facilitate their use for runoff infiltration and filtering.

v Maintain and protect scenic views of open land from adjacent and proposed roads.

vi Minimize visual impact through the use of natural landscaping.

vii Protect buildings and sites of historic significance or incorporate them through adaptive reuse.

viii Landscaping around the building clusters shall be provided, where appropriate, to reduce offsite views of the buildings, and such landscaping shall be comprised to the greatest extent possible of native plant species.

ix Structures shall be orientated to maximize solar gain in the winter months.

x Buildings shall be constructed with green building practices such as LEED certification specifications, Energy Star ratings, WaterSense ratings, the International Energy Conservation Code (Section 23.16 of this Code), green roofs or white membrane roofs, or similar high standards.

xi Lot easements: public, private, and utility easements shall be located on the lot.

xii The garage elevation shall be set back from the front elevation of the house by at least 5 feet.

xiii Every lot shall have access, where practical, to an interior street. However, any existing farmstead that is to be preserved that has a driveway outside of the proposed development should be preserved and allowed.

xiv If agricultural uses are being maintained, lots shall be configured in a manner that maximizes the usable area remaining for such use and should have appropriate buffers between residential and agricultural.

b. Buffer Standards.

I. A 50-foot-wide buffer is required along the perimeter of an area that borders an adjacent natural area, or a public or private deed-restricted open space.

II. A minimum 100-foot wide buffer is required around sensitive natural resources, and the buffer may be increased based on the quality of the natural resource and adjacent use.

III. All other required buffers shall comply with the *Kane County Stormwater Management Ordinance.*

c. Street and Trail Standards.

I. Local streets shall be two-way streets.

II. Pavement width and right-of-ways in conservation designs shall be as follows:

Local streets: 24 feet of pavement with a 60-foot right-of-way.
Collector streets: 28 feet of pavement with a 60-foot right-of-way.
On-street parking is at the discretion of the Village.

III. Streets shall be developed according to standards that promote road safety, provide adequate access for emergency vehicles, provide access to trails, and, where appropriate, accommodate bikeways on roads, and allow for adequate vehicular circulation and movement within the development and connecting to adjacent developments. Collector streets shall include on-street bicycle designated lanes.

Where appropriate, to accommodate roadside parking needs, creative designs are encouraged. Cul-de-sacs are discouraged unless there are no practical alternatives to serve the buildable portions of the property. Roundabouts at intersections of collectors and arterials should be considered.

IV. Private drives and parking areas may be constructed with alternative permeable paving surfaces and designs.

V. The use of curb, gutter, and storm sewer systems along roads is required.

VI. Sidewalks are required on both sides of the street; however, they may be permitted only on one side of the street if there is an extensive trail system throughout the development.

VII. Installation of a multi-purpose trail system is encouraged to provide access to open space areas within the development, as well as access to adjacent developments and regional trails (also including those outside the Village's jurisdiction). The trail system shall be privately owned and maintained, unless the adjacent open space system is dedicated to a public land management agency. However, all trails shall have a public access easement over them so they may be used by the general public. Trails shall be 8 feet wide, constructed to the specifications listed in Chapter 22, Algonquin Subdivision Ordinance, of this Code, and paved unless otherwise approved for specific purposes.

VIII. Shared or common drives shall be permitted, provided there is a cross-access easement noted on the plat of subdivision to include standards for maintenance and use applicable to the properties utilizing shared access.

IX. Parkway trees are required pursuant to Chapter 30, Landscaping Code, of this Code. Trees may be clustered or grouped if shown on the landscape plan and approved by the Village Arborist.

d. Stormwater Best Management Practice Requirements. Conservation design shall adhere to the requirements of the *Kane County Stormwater Management Ordinance*. In particular, the design shall incorporate a strategy to meet the ordinance release rate requirements, to minimize the increase in runoff volumes and rates, and to address the identified water quality treatment requirements of the ordinance. The petitioner shall use appropriate BMPs, as presented in the *Kane County Technical Guidance Manual Best Management Practices (BMP),* and the following hierarchy in preparing a drainage plan suitable for the development site. These practices

shall be given preference in the site plan according to the following sequence:

I. Preservation of natural resource features of the development site (e.g., floodplains, wetlands, prairies, and woodlands);

II. Preservation of the existing natural streams, channels, and drainage ways;

III. Minimization of impervious surfaces created at the site (e.g., narrowing road width, minimizing driveway length and width, clustering homes and shared driveways);

IV. Use of natural landscaping as an alternative to turf grass;

V. Use of open vegetated swales, bio-swales, filter strips, rain gardens, and infiltration devices to convey, filter, and infiltrate stormwater runoff;

VI. Preservation of the natural infiltration and storage characteristics of the site (e.g., disconnection of impervious cover and on-lot bio-retention facilities); and

VII. Structural measures that provide water quality and quantity control.

In addition, the stormwater and site design approach shall comply with the following:

i The required stormwater management area may be included within the required open space area if the stormwater management area is configured and developed with native wetland and prairie plantings and fits into the overall use and appearance of the open space as determined by the Village.

ii All stormwater detention/retention management areas shall be developed as separate outlots that are not part of an individual building lot and shall be owned and maintained by the homeowners' or property owners' association for the subdivision or an approved open space management entity.

iii Rooftop runoff and sump pump discharge shall be directed to pervious areas, such as yards, open space, grassed swales or vegetated areas, via sheet flow or in a similar diffused manner.

iv Where curb and gutter designs are determined to be necessary, creative approaches, where feasible, shall be implemented to convey runoff through curb cuts and similar designs into swales and bio-swales.

VIII. Green roofs may be used to reduce stormwater runoff.

IX. Rain barrels and rain gardens may be used on individual properties to further promote water reuse, filtration, and infiltration. Cisterns are encouraged to be used for irrigation systems.

X. Long-term maintenance and funding must be in place to credit alternative stormwater facilities (rain gardens, green roofs, etc.) towards the stormwater calculations.

e. Natural Landscaping Standards. The use of native plant materials for landscaping is required throughout and along the perimeter of the development site and in those areas containing bio-swales, detention basins, common areas, and buffers of streams, lakes, wetlands, and other water bodies. Plants within public right-of-ways must be tolerant to right-of-way conditions.

Natural landscaping shall consist of grasses, wildflowers, shrubs, and trees that are native to the greater Chicago region.

The installation of natural landscapes shall conform to the maintenance, monitoring, and performance criteria contained in the plan. Also, natural landscapes shall be managed in the long term following the requirements in Section 21.11-9, Open Space Management and Stewardship, herein.

f. Parking Lot Standards. Parking lots shall be designed with the intent of minimizing impervious surface area and maximizing the opportunity to infiltrate and filter stormwater runoff from the lot. All parking lot designs shall meet the following standards:

I. Parking lots shall provide the minimum number of spaces necessary to meet expected needs. Where feasible, shared parking shall be utilized to minimize space requirements.

II. Parking lot runoff shall be routed to internal and/or peripheral swales and bio-swales. Where curbing is determined to be necessary, frequent curb cuts shall be utilized to allow runoff to enter swale and bio-swale structures.

III. Permeable paving shall be evaluated for use in lieu of conventional asphalt or concrete paving. Drive aisles and heavy traffic areas will still need to install conventional heavy duty pavement installed.

IV. Bicycle racks shall be provided within each shopping center or for individual buildings. One bike rack shall be provided for every five percent of vehicle parking spaces.

V. Parking lot plantings shall be maintained to ensure ongoing stormwater detention functions.

g. Outdoor Lighting Standards. All outdoor parking lot and building lighting shall comply with the Village light standards and the International Energy Conservation Code 2009 or as amended by the International Code Council. The Outdoor Lighting Code Handbook issued by the International Dark-Sky Association should be used to eliminate unnecessary light pollution and improve energy efficiency.

8. **Tree Protection:**

a. Purpose. While allowing for reasonable development of land within the Village, it is the stated public policy of the Village to add to the native tree population where possible and to maintain, to the greatest extent possible, existing native trees within the Village. In particular, it is the Village's policy to preserve and restore remnant woodlands, particularly oak-hickory savannas and woodlands that define the historical landscape of much of the Village. The preservation of existing trees and the planting of additional trees are intended to accomplish the following objectives:

I. To preserve trees as an important public resource enhancing the quality of life and the general welfare of the Village;

II. To conserve and enhance the Village's unique character and physical, historical, and aesthetic environment;

III. To encourage the protection of healthy trees and provide for the replacement and/or replanting of trees removed during construction, development or redevelopment;

IV. To prevent clear cutting of native trees and to minimize mass grading;

V. To aid in the reduction of air pollution through the transformation of carbon dioxide, the generation of oxygen, and the precipitation of dust and other airborne pollutants;

VI. To reduce noise pollution through the barrier effect of trees on the spread of noise;

VII. To reduce topsoil erosion through the soil retention effect of tree roots;

VIII. To reduce energy consumption through the natural windbreak and shade producing functions of trees;

IX. To preserve and enhance nesting areas for birds, insects, and other wildlife that are essential to the maintenance of the food chain and that help control and eliminate disease-carrying mosquitoes;

X. To reduce stormwater runoff and replenish ground water supplies; and

XI. To protect and increase property values.

b. Submittals and Standards.

I. As part of the preliminary submittal, the petitioner shall submit a tree survey, pursuant to the requirements of Chapter 5.15, Trees and Tree Preservation/Replacement (Located on Both Public and Private Property), and Chapter 30, Landscaping Code, of this Code and as provided herein, and a tree preservation plan prepared by a qualified arborist, forester, or similarly qualified professional in the field of natural resources that is acceptable to the Village. Failure to submit these items shall be a valid reason to withhold approval. The tree survey shall include:

i. A scaled drawing that shows the location of all tree species having a diameter at breast height (DBH) of 4 or more inches, including dead or dying trees. In the case of a multi-stemmed tree, the diameter of the clump taken as a whole shall be used. The survey shall include, at a minimum, an inventory listing individual trees by tag number, the tree species by common name and scientific name, DBH, condition, and any observed problems.

ii. Where trees are located in a permanently dedicated conservation easement or protected through deed restriction and will be free from any grading activity, identification of individual trees is not required. However, a survey of this area may be necessary for the Open Space Management and Stewardship Plan.

iii. Where individual trees or stands of trees are removed on property proposed for development or which is the subject of a development approval petition, including a subdivision, planned development, or special use, the Village may require that the area containing the removed trees or stands of trees be replanted and that said area be dedicated as, and made subject to, a tree preservation easement and be maintained in perpetuity as open space.

II. Where mass removal or clear cutting of trees has occurred two years or less prior to the preparation of a required tree inventory, the Village shall not process a request for approval of a subdivision until at least one year has elapsed, unless further processing of said request is approved by the Village Board.

III. During development and construction activity, all reasonable steps shall be taken to prevent damage to or destruction of protected trees. These steps shall include:

i. Soils shall not be removed, compacted or otherwise disturbed within the critical root zone.

ii. A protective fence approved by the Village shall be erected around the critical root zone of any protected tree or woodland zone. Signage shall be affixed to said fence indicating the presence of the critical root zone and a protected area.

iii. All trees on property adjacent to the subject site and within 10 feet of the site's property line, or have a critical root zone extending into the subject site, shall be protected from unreasonable damage by the use of acceptable tree protection measures.

iv. Mass cuts and mass grading are discouraged to minimize disturbance of woodland or blocks of tree stands.

v. Where feasible directional boring shall be used to install any underground utilities in tree zones.

vi. The petitioner shall ensure that all applicable subcontractors are trained in proper tree protection.

vii. No excess soil, additional fill, equipment, trailers, liquids, material storage, or construction debris shall be placed

within the identified critical root zone of any tree that is to remain at its original location.

viii. Only protective non-damaging devices or attachments shall be attached to any tree during construction.

ix. Crushed limestone, hydrocarbons and other materials detrimental to trees shall not be dumped within the root zone of any tree, nor at any higher location where drainage toward the tree could conceivably affect the health of the tree.

x. Other measures such as construction pruning and root pruning of trees directly impacted by construction, must be included on the tree preservation plan and must be approved by the Village Arborist prior to any work.

xi. If the Village Arborist determines that trees in the way of construction can be transplanted, the contractor shall transplant the trees on site or provide them to the Village.

b. Tree Replacement. Invasive trees and shrubs such as common buckthorn (Rhamnus cathartica), glossy buckthorn (Rhamnus frangula), honeysuckle (Lonicera sp.), and other exotic species are commonly removed as part of good forestry practices and ecological restoration activities and, therefore, are not treated or acknowledged as protected tree species. Further, aggressive native trees such as box elder (Acer negundo) and black cherry (Prunus serotina) are sometimes removed as part of ecologic restoration projects in oak-hickory savannas and woods. Proposals to remove such trees shall be identified in the Open Space Stewardship Plan and submitted to the Village for review and approval.

Any protected tree removed pursuant to Village approval shall be replaced as provided for below:

I. All replacement trees shall be 3 inches DBH or more. Trees of high quality and those typically found at a nursery, as determined by the Village Arborist, shall be replaced at a DBH ratio of 2 to 1. Trees so removed that are of a species considered opportunistic and not typically available at a nursery, as determined by the Village Arborist, shall be replaced at a DBH ratio of one-half to 1. The cumulative replacement DBH, based upon this formula, shall equal or exceed the diameter of the tree or trees so removed.

II. When a high density of trees is not appropriate or the full replacement of trees on-site would result in the unreasonable crowding of trees, a fee-in-lieu payment of $100 per caliper inch for tree replacement and ecological restoration may be approved by the Village.

III. A tree replacement plan shall be prepared by a qualified arborist, forester or similarly qualified professional in the field of natural resources and familiar with the native ecosystems of the Chicago region that is acceptable to the Village. The tree replacement plan shall depict the location and corresponding elevation of each replacement tree and each preserved tree. Corresponding text shall state the species and diameter of each tree with a description of the proposed management strategy to ensure its health and survival on the property.

IV. Replacement trees shall be high quality and locally grown. Whenever possible, trees with local genotypes (*from a 250 mile radius*) shall be used, subject to approval by the Village. All trees shall be installed free of disease and in a manner that ensures the availability of sufficient soil and water to sustain healthy growth.

V. Trees planted in the right-of-way for the required street trees shall not be counted as part of the reforestation or replacement trees. Unless otherwise approved by the Village, replacement trees shall be selected from the following native species:

Desirable Native Tree Species	
Evergreen Trees	
Pinus strobus	eastern white pine
Deciduous Small Trees	
Amelanchier arborea	downy serviceberry, juneberry, shadbush, service tree
Aralia spinosa	Devil's walking stick, Hercules'club
Asimina triloba	Pawpaw
Carpinus caroliniana	American hornbeam, blue-beech, musclewood
Cercis canadensis	eastern redbud
Cornus alternifolia	alternate-leaved dogwood, Pagoda dogwood
Cornus florida	flowering dogwood
Crataegus crus-galli	cockspur hawthorn
Crataegus mollis	downy hawthorn, red haw
Crataegus phaenopyrum	Washington hawthorn
Hamamelis virginiana	common witchhazel
Ilex decidua	possomhaw, swamp holly, winterberry

Malus coronaria	sweet crab apple
Malus ioensis	prairie or Iowa crab apple
Ostrya virginiana	Eastern hophornbeam, ironwood
Ptelea trifoliata	common hop tree, wafer-ash, stinking-ash
Viburnum lentago	nannyberry, sheepberry
Viburnum prunifolium	blackhaw, nannyberry
Deciduous Medium Sized Trees	
Acer rubrum	red maple
Aesculus glabra	Ohio buckeye
Diospyros virginiana	common persimmon
Morus rubra	red mulberry
Populus tremuloides	quaking aspen
Prunus virginiana	common chokecherry
Quercus marilandica	blackjack oak
Quercus phellos	willow oak
Quercus stellata	post oak
Salix amygdaloides	peachleaf willow
Sassafras albidum	Sassafras
Ulmus alata	winged elm, cork elm, wahoo
Deciduous Large Trees	
Acer saccharum	sugar, hard, or rock maple
Betula nigra	river or red birch
Carya cordiformis	bitternut hickory
Carya illinoensis	Pecan
Carya ovata	shagbark or shellbark hickory
Carya tomentosa	mockernut or white hickory
Catalpa speciosa	Northern or Western catalpa
Celtis occidentalis	Hackberry
Fagus grandifolia	American beech
Gymnocladus dioicus	Kentucky coffeetree
Juglans nigra	black walnut
Liquidambar styraciflua	sweetgum, redgum
Liriodendron tulipifera	yellow-poplar, tuliptree, tulip-magnolia, tulip-poplar
Magnolia acuminata	cucumber tree or magnolia
Nyssa sylvatica	black tupelo, blackgum
Platanus occidentalis	American sycamore or planetree, buttonwood, buttonball-tree
Populus deltoides	Eastern cottonwood
Prunus serotina	black cherry
Quercus alba	white oak
Quercus bicolor	swamp white oak
Quercus imbricaria	shingle oak
Quercus macrocarpa	bur oak
Quercus muehlenbergii	chinquapin oak, yellow chestnut oak
Quercus palustris	pin oak

Quercus rubra (Q. borealis)	northern red oak
Quercus shumardii	Shumard oak
Quercus velutina	black oak
Salix nigra	black willow
Tilia americana	American basswood, or linden

VI. Consistent with good forestry and ecological practices, replacement trees shall be of either equivalent or a superior quality of species. For example, a softwood tree may be replaced with a hardwood tree, but a superior species shall not be substituted for an inferior species. In order to preserve and enhance the oak-hickory forest native to McHenry/Kane counties, oak and hickory trees must be replaced in kind with native oak and hickory species.

VII. The following trees shall not be used to satisfy the requirements of these tree standards:

Prohibited Tree Species	
Acer negundo	Box Elder
Acer plantanoides	Norway Maple
Acer saccharinum	Silver Maple
Ailanthus altissima	Tree of Heaven
Elaeagnus angustifolia	Russian Olive
Elaeagnus umbellate	Autumn Olive
Fraxinus species	Ash species
Gleditsia triacanthos	Honey Locust
Juniperus virginiana	Red Cedar
Populus species	Poplar species
Rhamnus cathartica	Common buckthorn
Rhamnus fragula	Glossy buckthorn
Robina pseudoacacia	Black locust
Taxodium distichum	Bald Cypress
Thuja occidentalis	Arbor vitae
Ulmus pumila	Siberian elm

Note: Final approval and release of improvement guarantees shall not occur until a final inspection by the Village confirms that the conditions of the tree preservation plan and tree replacement plan have been met. In the event that conditions of either plan cannot be met, an alternative plan shall be prepared or a fee-in-lieu of payment, to be determined by the Village, may be used to meet the objectives of this Section.

9. **Open Space Requirements**. Required open space shall be 40 percent of the gross acreage for residential developments. Open space also shall be required for non-

residential land uses based on the site coverage ratio and any associated site coverage bonuses and a minimum of 25 percent of the gross acreage. Open space includes land and water areas retained for active or passive recreation uses and/or for resource protection and generally will be in an undeveloped state. Open space includes, but is not limited to, the following:

a. Woods and savannas;

b. Wetlands and wetland buffers;

c. Streams, waterways, lakes, and ponds;

d. Prairies and grasslands;

e. Floodplains (credited up to 25 percent of the required open space);

f. Naturally landscaped common areas and buffers;

g. Walking or bicycle trails;

h. Naturalized stormwater detention and drainage facilities (only half of the total detention area can count towards open space credit);

i. Areas of greater than 12 percent slope;

j. Pasture and agricultural cropland areas;

k. Manicured turf grass areas such as those on golf courses, required parkland dedication, playgrounds and recreational fields (credited up to 10 percent of the required open space); and

l. Other conservation-oriented uses compatible with the intent and purposes of this Section, subject to Village approval.

Areas counted toward this open space requirement shall not include parkways, landscape islands, or similar isolated features. Yard and setback areas on individual lots shall not be considered natural areas or open space unless designated on a recorded final plat of subdivision.

a. Open Space Protection Hierarchy. In developing an open space protection plan to meet the requirements specified above, preference shall be given to land, not necessarily undisturbed, which either retains or has been substantially restored to its original natural or native character. The areas to be preserved shall be identified on a site-specific basis in an effort to conserve and provide the best opportunities to restore and enlarge the best quality natural features of each particular site.

I. First priority shall be given to intact natural communities; habitats of rare and endangered species; natural and restored wetlands, prairies, savannas and woodlands; environmental corridors; significant historic and archaeological properties; and steep slopes.

II. Second priority shall be given to natural landscaped areas created to provide plant and wildlife habitat and open space amenities.

III. Third priority shall be given to areas providing little habitat but providing viewshed, recreation, or a sense of open space.

b. Standards of Design for Open Spaces.

I. An open space conservation theme, or combination of themes, shall be identified at the time of initial application. Conservation themes shall be based on the natural resource features of the development site and may include, but are not limited to, groundwater recharge protection, woodland stewardship, water quality preservation and enhancement, native landscape restoration and preservation, natural habitat restoration, viewshed preservation, and/or archeological and historical preservation.

II. Conservation developments shall preserve, restore, and/or create environmentally sensitive areas, as identified above, and shall include plans and the means to restore, manage, and maintain such areas. The goal is for the natural areas to reach a status where only routine ecologic management, such as controlled burns and weed vigilance, is necessary.

III. The development layout shall take into consideration how abutting land with significant natural areas and resources will impact or be impacted by the development. Natural areas on adjacent properties shall be buffered with open space, and existing wildlife corridors and sensitive ecosystems shall be preserved and enhanced.

IV. Open space shall be preserved as large contiguous areas to optimize habitat conservation, minimize fragmentation, and facilitate efficient ecologic management.

V. The open space network shall be designed to facilitate easy access from all streets and neighborhoods within the development. Open space should be interconnected with greenways and trail systems, both within the development site and connecting to adjacent development, and to local and regional trails. The Village may

restrict some access by the public in order to protect sensitive or rare natural features.

VI. Open space shall be dedicated as "common open space" to be owned by a qualified conservation agency or the homeowners' or property owners' association.

VII. Designated open space areas shall not be enclosed with solid fencing, with the exception of areas containing natural or cultural features that may require special protection; split rail fencing may then be appropriate.

VIII. Open space areas shall be maintained in perpetuity and shall not be improved with any buildings, structures, or other development unless approved by the Village, and where such buildings or structures will not negatively impact the natural and open space areas. Exceptions include simple shelters, viewing stands, interpretive signs, and benches that are compatible with passive open space uses. This restriction shall run with the land and be binding on future owners, successors, and assigns of the grantee.

IX. A permanent public access easement shall be recorded on the plat to grant access to open space areas for the general public.

X. All new residents shall be educated on the open space areas, including restrictions, benefits, value, maintenance, and fees.

c. Prohibitions. Open space uses and disturbances that conflict with the stated conservation purposes of this Section are prohibited. These include, but are not limited to:

I. Dumping of grass clippings, yard waste, debris, or other objectionable material;

II. Storage of materials, vehicles, etc.;

III. Removal of native vegetation or trees, except as identified in the approved Open Space Management and Stewardship Plan;

IV. Introduction of exotic plant species;

V. Filling, dredging, grading, drilling, or removal of soil or other natural materials; and

VI. Manipulation or alteration of natural water courses or wetlands, except to enhance natural conditions as identified in the approved Management and Stewardship Plan.

The Village shall be allowed but not obligated to enforce regulations in open spaces through Chapter 23, Building Codes, Chapter 24, Property Maintenance Code, Chapter 11.08, Preservation and Regulation of Natural Areas, of this Code, and covenants, conditions and restrictions.

10. **Open Space Ownership and Funding**.

a. Ownership Options. The ultimate owner of the open space, as well as the entity responsible for maintaining it, shall be identified. Ownership options for the open space include:

I. A public agency (e.g., qualified public land conservation organization or the McHenry County Conservation District or the Village) with demonstrated expertise in natural area and open space management. This is a preferred option. Such agency may, but is not required to, accept dedication in the form of fee-simple ownership of the designated natural area provided it has access to and agrees to maintain such natural areas and open space.

II. A not-for-profit entity (e.g., qualified public or private land conservation organizations such as the Land Conservancy of McHenry County) whose primary purpose is the preservation and maintenance of conservation areas and natural resources. This also is a preferred option. Such conservation areas and natural resources shall be established in the form of conservation easements.

III. A homeowners' or property owners' association. This is an acceptable option if it is not practical or appropriate to make arrangements for options I or II above. Membership in such an association shall be mandatory for the owners and purchasers of all lots and/or parcels in the development. The association shall be responsible for all maintenance, control, and insurance of common areas, including the dedicated natural areas.

b. Binding Legal Instrument Required. Prior to the sale of any individual lot within a conservation design development, a letter of awareness shall be signed by each property owner and recorded with the appropriate Recorder of Deeds notifying the property owner and any future property owners about the open space.

Dedicated open space shall be protected in perpetuity by a binding conservation easement or similar binding legal instrument recorded with the

appropriate Recorder of Deeds. The entity shall be responsible for all maintenance, control, and insurance of common areas, including dedicated open space and natural areas.

c. Funding Requirements and Options. Secure and permanent funding arrangements shall be established for the long-term management and maintenance of both common open space and deed-restricted open space. Funding options may include:

I. If a homeowners' or property owners' association is the owner, membership in the association shall be mandatory and automatic for all lot and parcel owners and their successors. The association shall have lien authority to ensure the collection of dues and fees from all members. The responsibility for maintaining the open space and any facilities located thereon shall be paid by the owner. In the event an association ceases to exist, the responsibility for maintaining the open space and any facilities located thereon shall be paid by all lot and parcel owners. The Village shall have the right, but not the obligation, to maintain open space areas and lien properties if the homeowners' or property owners' association fails to do so. A backup special service area (35 ILCS 27/5 *et seq.)* shall be established as part of the development process and will be enacted if the homeowners' or property owners' association fails to maintain the open space.

II. An endowment fund. Such a fund could be based on a variety of methods and could be held by an approved conservation organization. Clear notice shall be provided by the petitioner to buyers for any responsibility for such fees. A backup special service area would also be required.

III. A special service area shall be established to provide ongoing funding for restoration and maintenance of the open space areas that are dedicated to the Village.

IV. A combination of methods: For example, an endowment fund could be used to offset or reduce future association dues.

d. Corrective Action. If at any time the Village determines that the open space management entity is in violation of the terms of this Section or that a violation is threatened, the Village shall give written notice of such violation and demand corrective action sufficient to cure the violation and, where necessary, restore the portion of the property so injured. If the open space management entity fails to cure the violation within 30 days after receipt of notice thereof from the Village, or, under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to commence or

fails to continue diligently to cure such violation until finally cured, the Village may bring an action to enforce the terms of this Section and recover the costs of such corrective action from the homeowners' or property owners' association, conservation organization or not-for-profit organization, or individual property owners, and may include administrative costs and penalties.

If the Village, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the property, the Village may pursue its remedies under this Section without prior notice to the open space management entity. Under such circumstances the Village may enter dedicated open space areas in order to take corrective action necessary to ensure compliance with this Section and the provisions of long-term management and stewardship. A maintenance easement shall be granted to the Village and recorded on the plat.

11. **Open Space Management and Stewardship**.

a. Stewardship Plan. A stewardship plan shall be prepared by a qualified person/company, as determined by the Village, and submitted to the Village to identify the means to properly maintain and manage dedicated open space in perpetuity. The purpose of the plan is to ensure that the overall design intent for naturalized open space areas – including wetlands, prairies, woodlands, savannas, naturalized detention basins, drainage swales, and buffers – is achieved and maintained, particularly during the initial restoration and plant establishment phase. Such areas are intended to provide an aesthetic, healthy, and diverse community of native vegetation to meet the objectives of wildlife habitat, soil stabilization, groundwater recharge, and water quality protection. The plan shall be subject to approval by the Village as part of the development review process and recorded in the covenants for the development.

The plan shall address and/or allocate:

I. The short-term enhancement and restoration of remnant natural areas and the establishment of new natural landscapes;

II. The long-term ecologic stewardship of such areas;

III. The responsibility and guidelines for performing said tasks and shall include any necessary provisions for replacement costs and long-term capital improvements;

IV. The yearly site assessment, activities, and documentation of status.

V. Serve as an educational resource for future residents and property owners;

VI. Designate and map the ownership of natural features and dedicated open space;

VII. Allocate responsibility and guidelines for the maintenance and operation of the dedicated open space and any facilities located thereon, including provisions for ongoing maintenance and long-term capital improvements;

VIII. Estimate the cost and staffing requirements needed for maintenance and operation of, and insurance for, the dedicated open space and describe the means by which such funding will be obtained or provided;

IX. Provide that the plan shall not be changed without the approval of the Village and describe how the plan will be enforced; and

X. Allow for volunteer work days.

b. Performance Standards. The establishment of native vegetation communities shall be carefully planned and executed to ensure long-term success. Restoration and native planting efforts should be considered on an equal basis with other major infrastructure improvements of a development, such as roads, utilities, and building standards. Without performance standards, open space restoration and native plant establishment have the potential to fail, leaving future homeowners' or property owners' associations or the Village with major management problems that they may not have the expertise or resources to address. Therefore, it is important to provide reasonable performance standards to regulate the planning, establishment, and monitoring success of restoration and native plantings within developments.

Performance measures and performance standards are critical components of any natural area report. These performance criteria describe measurable attributes that can be used to evaluate success in meeting the goals and objectives of a restoration, native planting, enhancement, or creation project. Such projects can consist of wetlands, prairies, savannas, woodlands, fens, stormwater facilities, and buffer zones. Performance measures and standards describe a desired state, threshold value, amount of change or trend to be achieved for a particular population or habitat characteristic. In some cases, these performance criteria may set limits on the extent of undesirable change.

Performance measures and performance standards serve two distinct purposes. Performance measures are used to guide site management activities during the monitoring period. Performance standards are benchmarks measured during the final year of monitoring that are used to help evaluate compliance with regulatory requirements.

To be effective, performance measures and standards must be measurable, meaningful, and achievable. A direct connection must also be evident between these performance criteria and the goals and objectives of the project. Six elements are required for complete and clearly written measures and standards:

I. *Species or habitat indicator*: identifies what will be monitored.

II. *Location*: mitigation site or planting zone.

III. *Attribute*: aspect of the species or habitat indicator (e.g., size, density, cover).

IV. *Action*: the verb of your objective.

V. *Quantity* or *status*: measurable status or degree of change for the attribute.

VI. *Timeframe*: the time needed for management to prove itself.

If one or more of these six elements is undocumented or unclear in the mitigation report, clarification should be requested from the authors of the report.

Example:

Goal: To provide wildlife habitat at the Woods Creek wetland site.

Objective: Wildlife habitat functions will be improved by establishing native woody cover in the scrub-shrub wetland at the Woods Creek project site.

Performance standard: After five years (20__) [*timeframe*], aerial cover [*attribute*] of native woody species [*species or habitat indicator*] will be [*action*] at least 50 percent [*quantity*] in the scrub-shrub wetland of the Woods Creek project site [*location*].

c. Suggested Performance Measures and Performance Standards. Variability in site design and conditions make it challenging to establish a standard set of performance criteria. For this reason, numerical targets in the following

sample performance measures and performance standards have been omitted. To make sure performance criteria are meaningful and achievable for a project, site-specific targets should be based on the following:

I. Details of the planting plan (e.g., patterns of plant distribution, planting density, and species mix);

II. Environmental characteristics of the project site;

III. Landscape position and condition of surrounding habitats;

IV. Area land use activities and anticipated level of disturbance;

V. Goals and objectives of the project plan; and

VI. Results from other restoration projects in the area.

The following suggested performance criteria incorporate the six elements of a complete and clearly written performance measure or performance standard.

I. Wetland Hydrology.

Performance Measure (all years)
In the intended wetland area, soils will be saturated to the surface, or standing water will be present within 12 inches of the surface for at least ___ consecutive weeks (___ percent) of the growing season in years when rainfall meets or exceeds the 30-year average at the Woods Creek project site.

Performance Standard (final year of monitoring)
The wetland area at the Woods Creek project site will be delineated using current methods to assure that the project site contains _____ _____ acres of wetland.

II. Native Plant Species in the Wetland:

Performance Measure (Year-3)
Aerial cover of native, wetland (facultative and wetter) herbaceous plant species will be at least ___ percent in the emergent wetland at the Woods Creek project site.

Performance Standard (final year of monitoring)
Aerial cover of native, wetland (facultative and wetter) herbaceous plant species will be at least ___ percent in the emergent wetland at the Woods Creek project site.

III. Trees and Shrubs in the Wetland:

Performance Measure (first year plant establishment period only)
Planted woody species in the scrub-shrub (and/or forested) wetland at the Woods Creek project site will achieve at least ___ percent survival one year after the site is planted. If all dead woody plantings are replaced, the performance measure will be met.

Performance Measure (Year-1 and Year-3)
Native woody species (planted and volunteer) will achieve an average density of at least ___ plants per ___ in the scrub-shrub (and/or forested) wetland at the Woods Creek project site.

Note: Density should be expressed as the number of plants per unit area. (For example, if plantings are 5 feet on center, there will be an average four plants per 100 square feet with square spacing, or five plants per 100 square feet with triangular spacing.)

Performance Measure (Year-5)
Aerial cover of native woody species will be at least ___ percent in the scrub-shrub (and/or forested) wetland at the Woods Creek project site.

Performance Standard (final year of monitoring)
Aerial cover of native woody species will be at least ___ percent in the scrub-shrub (and/or forested) wetland at the Woods Creek project site.

IV. Trees and Shrubs in the Upland Buffer:

Performance Measure (first year plant establishment period only)
Planted woody species in the upland buffer at the Woods Creek project site will achieve ___ percent survival one year after the site is planted. If all dead woody plantings are replaced, the performance measure will be met.

Performance Measure (Year-1 and Year-3)
Native woody species (planted and volunteer) will achieve an average density of at least ___ plants per ___ in the upland buffer at the Woods Creek project site.

Performance Measure (Year-5)
Aerial cover of native woody species will be at least ___ percent in the upland buffer at the Woods Creek project site.

Performance Standard (final year of monitoring)
Aerial cover of native woody species will be at least ___ percent in the upland buffer at the Woods Creek project site.

V. Woody Species Plant Diversity:

Performance Measure (Year-5)
At least ___ native, facultative, and wetter woody plant species will achieve a minimum ___ percent relative cover for each species in the scrub-shrub (and/or forested) wetland at the Woods Creek project site.

Performance Standard (final year of monitoring)
At least ___ native, facultative, and wetter woody plant species will achieve a minimum ___ percent relative cover for each species in the scrub-shrub (and/or forested) wetland at the Woods Creek project site.

VI. Invasive Species. The list of invasive species in performance measures and standards should include those species that can be controlled with management. Species lists will vary based on site location, project type, and an assessment of threats from invasive species to the project.

Performance Measure (all years)
Undesirable, weedy, and non-native species will not exceed ___ percent aerial cover at the Woods Creek project site.

Performance Standard (final year of monitoring)
Undesirable, weedy, and non-native species will not exceed ___ percent aerial cover at the Woods Creek project site.

Examples of Invasive Plants	
Phalaris arundinacea	Reed canary grass
Phragmites australis	Common reed
Lythrum salicaria	Purple loosestrife
Cirsium spp., Carduss spp.	Non-native thistle
Melilotus spp.	Sweet clover
Coronilla varia	Crown vetch
Pastinaca sativa	Wild parsnip
Arctium spp	Burdock
Alliaria petiolata	Garlic mustard
Dipsacus spp.	Teasel
Ambrosia spp.	Ragweed
Poa pratensis	Kentucky bluegrass
Rhamnus spp.	Buckthorn

Examples of Invasive Plants	
Salix interior	Sandbar willow
Lonicera spp.	Honeysuckle
Acer negundo	Box elder
Rosa multiflora	Multiflora rose
Typha angustifolia	Narrow leaf cattail

VII. Wildlife Habitat. Establishing meaningful and achievable performance measures and performance standards for wildlife can be difficult. Changes we observe in wildlife communities may have more to do with activities off site and beyond our control than changes that actually occur on our mitigation sites. Frequently, attributes of the vegetative community (e.g., woody cover) are used as a surrogate for direct observations of wildlife. In this case, wildlife observations recorded from the site can be used to support and complement findings from vegetation surveys. Snags, large woody debris, and brush or rock piles are often installed to improve wildlife habitat features on natural area project sites. A simple count of habitat structures may be all that is necessary to document installation according to plan. Wildlife observations can be used to supplement these data and document wildlife use of habitat structures. The following provides an example performance standard.

Performance Standard (habitat structures) (Year-1)
Wildlife habitat structures including _____ snags and _____ large woody debris piles will be present at the Woods Creek project site.

d. Annual Reporting. An annual monitoring report shall be submitted by the petitioner's qualified professional to the Village for review and shall include the following:

I. A summary of vegetation data collected within each management unit, including an assessment of compliance with performance criteria.

II. A description of vegetation maintenance activities for the current year, including overseeding, replanting, and control of undesirable "weedy" species, and an assessment of their effectiveness in meeting performance criteria.

III. A maintenance budget for the current year.

IV. Photographs and accompanying descriptions taken at permanent monitoring stations.

V. A schedule of planned maintenance activities and budget for the coming year.

e. Long-Term Monitoring and Management. Beyond the initial establishment and restoration period, regular maintenance and management shall be performed in perpetuity to continue to meet the performance criteria and to enhance natural ecologic conditions over time. After the Village approves that the performance standards have been met, then long-term maintenance may begin.

I. Long-term monitoring, consistent with the criteria specified above, shall be performed on a biennial basis in perpetuity. Monitoring reports shall be submitted to the Village for review and approval.

II. Continued ecological management shall be provided to maintain a diverse native plant community, consistent with performance criteria, to minimize the proliferation of weeds and undesired woody vegetation and to prevent erosion. At a minimum, the site shall continue to meet the vegetation performance standards of the third season, as specified above, with regard to erosion control, vegetation coverage, species diversity, and control of invasive species. Long-term maintenance shall consist of controlled burning, generally every one to three years, or as dictated by site conditions. To maintain the established native plant communities, spot control and application of herbicides shall be performed, as necessary.

III. Long-term maintenance shall include the removal of trash or debris and the removal of obstructions from detention basin outlet structures on a regular basis. Periodic removal of accumulated sediment from swales, forebays, and settling basins shall be done to maintain the function and aesthetics of stormwater facilities. At a minimum, sediment shall be removed from forebays and sediment basins when 1 foot or more of sediment has accumulated.

f. Performance Bonding. The cost of natural landscaping and ecological restoration activities shall be included in the infrastructure estimate. The amount of the performance bond or letter of credit furnished by the developer shall be 120 percent of the amount to cover the cost of the work and materials required for these activities. Approval and release of performance bonds and/or letters of credit shall not occur until a final inspection by the Village verifies that initial performance criteria have been met. Upon this approval, the performance bond or letter of credit will be released, provided a maintenance bond is established for a period covering three years. When the performance standards have been met, the Village shall allow the areas to be placed under the control of an approved conservation organization or homeowners' or property owners' association

to implement the long-term management of the natural areas. In the event that conditions of performance criteria cannot be met, an alternative plan shall be prepared or a fee-in-lieu of performance, to be determined by the Village, may be used to meet performance criteria standards.

g. Professional Land and Property Management. In identifying both short- and long-term management responsibilities for open space and natural areas, the petitioner shall identify a management entity with demonstrated experience and qualifications in natural land management and ecologic stewardship. Such entity may be a public or not-for-profit conservation agency as identified under Open Space Ownership and Funding. Alternatively, the entity may be a professional natural land management specialist or company.

In identifying the institutional arrangements for the management entity, the petitioner's stewardship plan shall address responsibilities for each of the following institutional provisions. These provisions shall be in place prior to any transfer of the property from the petitioner to the homeowners' or property owners' association or other management entity.

I. Enforcement of covenants, conditions, and restrictions and the Stewardship Plan;

II. Proper budgeting and management of finances;

III. Collection of dues and/or fees;

IV. Filing of required reports and taxes;

V. Education and communication with property owners;

VI. Insurance and risk management;

VII. Maintenance of proper financial reserves; and

VIII. Outsourcing.

R. OTHER CODES. In addition to the Algonquin Comprehensive Plan, as amended, reference to the other chapters of this Code shall be made for specific requirements not contained herein.

BULK CHART

Zone	Use	Lot Size		Yard Setbacks				Bulk Limits			
		Minimum Area Square Feet	Minimum Width Feet	Minimum Front Yard Feet	Minimum Rear Feet	Minimum Side Yard Feet (one yard)	Abutting Residential Feet	Lot Coverage Percent	Height of Principal Use Feet	Height of Principal Use Stories	Minimum Dwelling Unit Size One Story/Two Story Square Feet or FAR
	Residential			*[1]		*[2]					
R-1	One-family dwelling	10,000	75	30	30	7.5			25	2.5	1,400 / 1,600
R-2	One-family dwelling	8,700	66	30	30	7			25	2.5	1,000 / 1,200
R-3	Two-family dwelling	10,000	75	30	20	7.5			25	2.5	1,000 per unit
	One-family dwelling	14,000	80	30	20	8			25	2.5	1,200 / 1,400
R-4	Multiple-family dwelling	10,000 or	75	20	20	7.5		35	45	3	900 unit
	Additional stories after 2	3,600/unit				+ 4					
	One-family dwelling										1,200 / 1,400
	Two-family dwelling										1,000 per unit
	More than 2 units:										
	Efficiency										700
	One bedroom										900
	Additional bedrooms										+ 150
R-5	Multiple-family dwelling	10,000 or	75	20	20	7.5		35	45	3	900 unit
	Additional stories after 2	2,400/unit				+ 4					
	One-family dwelling								25	2.5	1,200 / 1,400
	Two-family dwelling								25	2.5	1,000 per unit
	More than 2 units:										
	Efficiency										700
	One bedroom										900
	Additional bedrooms										+ 150
R-1E	One-family dwelling	18,000	100	30	30	10			30	2.5	1,400 / 1,600
R-1A	One-family dwelling	14,000	80	30	30	8			30	2.5	1,400 / 1,600
	Business			*[3]							
B-1	Business, Limited Retail			30	20	0	10 Side		35	3	
B-2	Business, General Retail			30	20	0	10 Side		35	3	
O-T	Old Town District			0	15	0					
OR&D	Office, Research & Development	150,000	250	*[4]	40	30		70	75*[7]	6	0.5
	Industrial			*[5]	*[5]	*[5]			*[8]		
I-1	Industrial, Limited			25	0	30	30 Rear 25 Side	60	45	3	
I-2	Industrial, General			0	0	30	30 Rear 25 Side		45	3	
B-P	Business Park	90,000	150	*[4]	40*[6]	30*[6]		80	45		0.4

*1	Where lots comprising 40 percent or more of the frontage between two intersecting streets are developed with buildings having front yards with a variation of more than 15 feet in depth, the average of such front yards shall establish the minimum front yard depth for the entire frontage.
*2	On corner lots, there shall be maintained a side yard of not less than 30 feet (20 feet for R-4 and R-5) on the side adjacent to the street, which intersects the street upon which the building or structure maintains frontage.
*3	When lots within B-1 and B-2 are adjacent to and adjoining lots in an R district, all of which front upon the same street, between two intersecting streets, there shall be established the same front yard setback for all of the frontage as has been established in the R district. Exception: When existing buildings located in this district have already established a building line at the street line at a depth less than required above, then all new buildings may conform to the same building line, except for the first 50 feet of the B-1 or B-2 District frontage adjacent to the R district, whereupon there shall be provided a front setback of not less than 10 feet.
*4	Front yard setbacks in the OR&D and B-P Districts shall be 75 feet on Randall Road; 50 feet on Huntley Road, Longmeadow Parkway, County Line Road, and Boyer Road; 40 feet on new collector roads; 35 feet on local roads or 25 feet with heavy landscaping.
*5	When a building exceeds 35 feet in height the yard requirements shall be increased one foot for each additional foot of height.
*6	Parking may encroach on the rear and side yard setbacks, provided a 10 foot landscape buffer is maintained.
*7	No building within 300 feet of residential shall exceed 25 feet in height.
*8	No rooftop structures shall exceed the maximum permitted building height in the district.
	PUD may alter setbacks, lot size and bulk limits, see specific PUD for requirements

Section 21.6
OLD TOWN DISTRICT (O-T DISTRICT)

A. **PURPOSE.** The purpose and intent of this Section is to protect and enhance downtown Algonquin by permitting a variety of commercial, office, residential, and institutional uses in order to create a center of business, civic, and cultural activity consistent with the goals and objectives of the Downtown Algonquin Planning Study 2013. Furthermore, it is the intent of this O-T Old Town District (O-T District) to:

1. Encourage the retention of a Village atmosphere by preserving and enhancing existing buildings and open spaces to the greatest extent possible.

2. Promote development that minimizes land disturbance and incorporates compact, efficient design.

3. Encourage the retention of existing buildings by permitting a variety of commercial, office, and residential uses which are compatible with the existing structural types, lot sizes, and other physical and visual characteristics of the O-T District.

4. Discourage development of strip-type, highway-oriented commercial uses that require incongruous architectural styles, excessive paved areas, and numerous curb cuts.

5. Encourage the retention of the O-T District atmosphere by preserving existing buildings to the greatest extent possible. Allow the redevelopment of functionally obsolete and dilapidated buildings into new commercial developments that are designed in compliance with the Downtown Algonquin Planning Study 2013.

6. Encourage consolidation of driveways, parking, and curb cuts to provide more efficient and economical access and parking.

7. Minimize visual and functional conflicts between residential and non-residential uses within and abutting the O-T District.

8. Discourage commercial developments that attract large volumes of vehicle traffic and continuous customer turnover.

9. Encourage the formation and continuance of business and professional offices intermingled harmoniously with residences and certain other commercial areas.

10. Permit uses that allow conversion of existing buildings in a manner that maintains the visual character and architectural scale of existing development within the O-T District.

11. Encourage a coordinated pedestrian path system to provide efficient, pleasant, and convenient pedestrian access from parking areas to and among the various permitted uses.

B. **APPLICABILITY.** All properties in the Old Town, as defined herein, that involve a redevelopment or involve a petition for a planned development, shall be rezoned to O-T District. Residential properties in the O-T District that are not rezoned to O-T District and that have an underlying residential zoning district shall be governed by those underlying district regulations, except for those provisions contained in Section 21.6. L herein.

C. **PERMITTED USES.** Permitted uses in the O-T District shall include the following:

1. **Professional Offices**. Offices for lawyers, engineers, architects, accountants, e-commerce, government, and other similar professional businesses.

2. **Retail Specialty Shops**. Sale of gifts, antiques, flowers and plants, books, art galleries, jewelry, pharmaceuticals, housewares, hardware, sporting goods, wearing apparel, or craft shops making articles exclusively for sale for retail on the premises; and the retail sale and repair of jewelry, clocks, optical goods, cameras, and their accessories.

3. **Eateries**. Restaurants without drive-through facilities, bakeries, confectioneries, coffee houses, cafes, bars, taverns, pubs, and delicatessens.

4. **Personal service shops**. Barbershops and/or hairdressers, shoe repair, tailor, and similar services.

5. **Studios**. Studios for dance, music, photography, art, and similar uses, including fitness centers.

6. **Residential**. Dwelling units above the ground floor as secondary uses to primary commercial and office uses.

7. **Churches**. See Section 21.12, Special Uses, herein for specific criteria.

8. **Brewery, Winery, Distillery.** Open to the public with a retail component.

D. **PROHIBITED USES.** In support of the general intent of this Section, the following uses, except for legal non-conforming uses, shall be prohibited:

1. Automobile or other vehicle sales, service, and/or repair businesses.

2. Gasoline service/filling stations.

3. Drive-through facilities.

4. Car washes.

5. Building supplies and bulk storage.

6. Rental storage facilities including mini-warehouse facilities.

7. Uses requiring outdoor sales and storage areas.

8. Palmists, tattoo parlors, piercing studios, and any adult business activities as defined in Section 21.3 herein.

9. Uses of a similar nature to the uses listed within Section 21.6-D.

E. **SETBACK REQUIREMENTS.** See Section 21.5, Bulk Chart, herein.

F. **EMERGENCY ACCESS AND MAINTENANCE EASEMENT.** For all buildings constructed at or less than 10 feet from the side yard property line, an emergency access and maintenance easement, approved by the Village Attorney, shall be provided across the entire width of the side yard.

G. **ZERO-LOT LINE DEVELOPMENT.** In order to promote design efficiency and flexibility, development may be permitted to abut property lines in compliance with the following:

1. A building may be located along one, two, or three abutting lot lines; may share a party wall with one or two buildings; or it may be an independent, detached structure along one, two, or three abutting lot lines.

2. For an independent, detached structure to be permitted to be built along a property line, the property owners of both lots shall be required to enter into binding legal arrangements, approved by the Village Attorney, that include:

a. An easement to permit maintenance of the wall from the abutting lot; and

b. An agreement permitting construction of a future building attached to the abutting wall.

H. **ACCESSORY USE SETBACKS.** No accessory use shall be permitted within the front or side yards except for patio or sidewalk dining areas. The setback for accessory uses for the rear property line shall be 5 feet.

I. **MAXIMUM BUILDING HEIGHT.** No building shall exceed 3½ stories or 40 feet in height, unless the Village Board grants a variance as part of an approved planned development.

J. **HISTORIC SETBACKS.** The restoration or replacement of historic home features may be erected at setbacks less than required by this Section if historic photographs, building plans, or plats can, in the opinion of the Building Commissioner, prove that the original setbacks were less than what is now required by law. More restrictive regulations contained in Chapter 23, Building Codes, of this Code shall supersede any regulations contained in this Section.

K. **PARKING REGULATIONS.**

1. **Parking Setbacks.** Parking spaces, areas, and driveways serving the spaces shall be set back a minimum of 5 feet from rear and side property lines unless common parking is shared with one or more abutting lots, in which case parking may abut

or cross the property lines shared by the common users. Shared parking will be permitted if:

a. Access easements and maintenance agreements or other suitable legal mechanisms are provided and in a form acceptable to the Village; and

b. Liability safeguards for all property owners and lessees served by the common parking area are provided and approved by the Village.

2. **Parking Lot Design Standards**.

a. All parking spaces shall be set back a minimum of 5 feet from all buildings.

b. All required parking shall be paved and designed consistent with Chapter 26, Site Plan and Development Review Requirements, of this Code.

c. No parking shall be allowed in the front yard.

d. Parking shall only be allowed in the side yard if the physical character of the property, including dimensions or topography, or by other extraordinary situation or condition of such property precludes the parking area from being located in the rear yard.

3. **Parking Capacity Regulations**. The minimum number of off-street parking spaces required shall be determined by application of the standards outlined below or in Chapter 26, Site Plan and Development Review Requirements, of this Code. In no case shall less than three off-street parking spaces be provided for each individual non-residential use. The number of uses in a building shall equal the number of leasable units in the building, including owner-occupied units. Parking shall be provided for each use in a mixed-use development. Minimum parking for a residential dwelling shall be two spaces per dwelling unit, unless a credit is given for nearby on-street or public parking lots.

4. **Parking Held in Reserve**. If the number of parking spaces required is substantially larger than the number anticipated by the applicant, the parking held in reserve concept may be utilized to avoid unnecessary paving, in accordance with the following criteria:

a. The total number of spaces, which must be provided initially, may be reduced by up to 50 percent as determined by the Community Development Department.

b. Suitable area must be available and reserved for construction of the balance of the total number of spaces otherwise required. In addition, a re-evaluation of parking capacity shall be required upon a change in status (use, building addition, or number of employees). Following the re-evaluation, the property owner may be required to install the additional parking spaces.

5. **Cash In-Lieu of Parking Spaces**. If there is no room to accommodate the additional parking on site, then the developer may buy parking credits. The

developer must pay the Village $5,000 per parking space that cannot be provided on the subject property. The cash will be kept in an escrow account by the Village for the future improvement of public parking spaces in the O-T District. To qualify for the reserve parking concept, or the cash in-lieu of parking option, the applicant shall provide evidence supporting reduced parking needs to the Community Development Department.

6. **Loading Zones**. Loading and unloading areas that do not conflict with pedestrian or vehicular movement shall be provided.

7. **Other Criteria.** Chapter 26, Site Plan and Development Review Requirements, of this Code, shall govern all other parking lot criteria not specifically outlined in this Section.

L. **BUILDING DESIGN, PURPOSE.** These design guidelines address the improvement of existing buildings as well as new construction, and are focused on promoting high quality and compatible building developments that will complement and enhance the existing scale and character of the O-T District. The purposes of the design guidelines below are to:

1. **Improve Buildings**. Improve the image and appearance of individual buildings.

2. **Preserve Historic Interest**. Preserve and retain buildings with architectural and historic interest.

3. **Promote Compatibility**. Promote more design compatibility among buildings and groups of buildings.

4. **Preserve District Image**. Ensure that new structures enhance the traditional image and identity of the Old Town District.

5. **Building Height**. Rehabilitation and new construction shall respect the existing scale of Downtown and avoid extreme differences in building height; two-story buildings shall predominate. Somewhat taller buildings may be appropriate adjacent to major intersections or at other selected locations, provided they are in character with the surrounding area. New one-story buildings are considered too small to maintain the urban character and street wall and shall be discouraged along Main Street.

6. **Building Bulk and Proportion**. Most older commercial buildings within Downtown have relatively small footprints and are located on lots with narrow widths. New construction shall respect the existing scale and proportion of existing buildings. Architectural details on new buildings shall be used to help maintain the traditional scale and proportion of Downtown. These details include the size of windows; the location of doorways; and the design and placement of columns, pilasters, moldings, and other decorative features. Columns, pilasters, window placement, and other architectural features shall be used to subdivide the facades of new buildings into several smaller vertical segments to reflect the scale and proportion of adjacent properties. Multiple storefronts that are part of the same building shall have complementary facade designs, particularly with respect to color, cornice line, and decorative materials.

7. **Building Placement and Orientation**. A portion of the Main Street shopping area is characterized by continuous rows of commercial buildings constructed at the sidewalk's edge. This development pattern creates a strong and distinctive street wall effect that creates visual interest, enhances the pedestrian environment, and establishes a human scale within the district. Setbacks throughout the Downtown shall be held to a minimum. In blocks where a street wall is already in place, new construction shall be positioned at or very near the sidewalk line. New construction shall also occupy the entire width of the lot. If buildings within certain blocks are setback from the sidewalk, setbacks shall be consistent throughout that block. Buildings shall front the street; the placement of buildings at odd or irregular angles to the street shall be avoided. While main entrances shall be at the front of the building and shall face the sidewalk, corner buildings should take advantage of their prominent locations with recessed or angled corner entrances. Any breaks in the street wall shall be used for open space, plazas, public art, or pedestrian ways. Where building setbacks and parking exist along primary shopping streets, the street wall shall be maintained through the use of landscaping, pedestrian amenities, and decorative walls or fencing.

8. **Architectural Style**. Downtown Algonquin has been developed over a period of many years and its buildings reflect a variety of architectural styles. While overall design compatibility shall be promoted, architectural diversity shall be encouraged and enhanced. New buildings need not be historic replicas, but shall offer high-quality and compatible interpretations of the predominant styles now present within the Downtown. Building improvements and additions shall reinforce and enhance the original architectural characteristics of a building rather than apply new or different stylistic treatments. The distinguishing features of Downtown's older buildings shall be retained and restored as required, particularly decorative cornices, columns, reliefs, and other significant facade detailing. Where original features have been covered up, buildings shall be closely examined and old photographs reviewed (if they are available) prior to undertaking significant improvements. Developers are encouraged to review the Algonquin Historic Commission archives illustrating specific properties and buildings.

9. **Building Materials**. The building materials most common within Downtown are earth-toned brick and stone in the red and buff color ranges. Ceramic tile and terra cotta are also used as ornamentation around doors, windows, and cornices. New buildings shall be constructed of traditional building materials such as brick or stone. Whenever possible, original building materials shall be maintained and restored. New materials, including the color, size and finish of brick and stone, shall be compatible with older existing materials; new mortars shall also be compatible in color and texture. The use of EIFS and similar exterior surface materials shall be discouraged; in particular, these materials shall not be used to conceal or cover up important existing features of a building's façade. Aluminum siding, exposed concrete block and plastic panels shall not be used.

10. **Doors and Entrances**. The front doors of new buildings shall reflect the doorway placements and proportions of existing buildings along the same block. New doors shall be compatible with the architectural style and character of the façade.

Entrances shall be clearly identified and emphasized with address numbers and attractive doorway detailing. Recessed entrances are encouraged.

11. **Windows**. The size and placement of windows on new buildings shall reflect the window types, sizes, proportions, and patterns on nearby existing buildings. Ground floor display windows are encouraged. Blank walls shall be avoided, particularly next to pedestrian walkways. Where existing windows are important, architectural features in a building's facade, window size and configuration shall be maintained. Window glazing shall be clear or slightly tinted, not dark or reflective.

12. **Rear Yards and Facades**. Rear entrances to stores are strongly encouraged, particularly in blocks where public parking or pedestrian walkways are located behind the buildings. Rear entrances to stores and shops shall be attractive, safe, and inviting, and shall be characterized by design treatments that are comparable to front entrances.

13. **Rooflines and Parapets**. New buildings shall reflect and complement the established rooflines and cornice treatments of adjacent buildings. The original roofline and cornice treatment of existing buildings shall be maintained and restored. Roof parapets shall be encouraged to create an interesting building profile when combined with neighboring buildings; parapets shall extend above the roof to hide vents, coolers, and other rooftop mechanical equipment. Sloped mansard, shake, or shingle roofs shall not be allowed for new commercial buildings, unless approved by the Village Board as part of a planned development.

14. **Painting and Color**. The selection of colors on individual buildings shall complement the predominant hues of adjoining buildings. Color shall be used to unite the elements of a facade and to highlight important features like historic detailing, interesting design motifs, and special cornice treatment. The predominant color for most buildings shall be relatively subtle; the natural brick and stone colors of red, buff, cream, and gray shall predominate. Darker or brighter hues shall be used for accent or to draw attention to details such as doorways; very dark and very bright colors shall be avoided unless there is a clear historic precedent. Ceramic tile, terra-cotta, brick, stone, and glass surfaces shall not be painted.

15. **Awnings and Canopies**. Awnings and canopies shall be in character with the architectural style of the building. Awnings and canopies shall be positioned at least 8 feet above the sidewalk. Awnings shall fit within the frame of the storefront; and shall not hide the building's facade, distort its proportions, or cover architectural features. Where several storefronts were developed as a single building, they shall have awnings of the same style and similar color. Adjacent buildings developed at different times shall have awnings of a compatible style and color scheme. Awnings shall be made of a canvas or durable fabric material that can be easily cleaned. Metal and barrel type awnings shall not be used. Awning frames shall be an accessory to the building facade and not a permanent fixture. Shingle and mansard canopies shall not be permitted.

16. **Lighting**. Front and rear entries shall be adequately but not overly illuminated. Most exterior lighting sources shall be concealed; where concealment is not

practical, light fixtures shall be compatible with storefront design. Warm LED lighting creates a warm atmosphere and shall be encouraged for store identification and accent lighting. Exterior spotlighting may be used to illuminate prominent buildings and/or building details.

17. **Signs**. All signs erected shall be consistent with Chapter 29, Sign Code, of this Code.

Section 21.7
RESIDENTIAL DISTRICTS

A. **PURPOSE**. The residential districts set forth herein are established in order to protect public health and promote public safety, convenience, comfort, morals, prosperity, and welfare. These general goals include, among others, the following specific purposes:

1. To protect residential areas against fire, explosion, noxious fumes, offensive odors, noise, smoke, vibrations, dust, heat, glare, and other objectionable factors.

2. To protect residential areas to the extent possible and appropriate in each area against unduly heavy motor vehicle traffic, especially through traffic, and to alleviate congestion by promoting off-street parking.

3. To protect residential areas against undue congestion of public streets and other public facilities by controlling the density of population through regulation of the bulk of buildings.

4. To protect and promote the public health and comfort by providing for ample light and air to buildings and the windows thereof.

5. To promote public comfort and welfare by providing for usable open space on the same zoning lot with residential development.

6. To provide sufficient space in appropriate locations to meet the probable need for future residential expansion and to meet the need for necessary and desirable services in the vicinity of residences that increase safety and amenity for residents and that do not exert objectionable influences.

7. To promote the best use and development of residential land in accordance with a comprehensive land use plan, to promote stability of residential development, and protect the character, desirable development, and protect the value of land and improvements and so strengthen the economic base of the Village.

B. **PERMITTED OBSTRUCTIONS.** The following shall not be considered obstructions when located within or over required yards, and in no case shall any permitted obstruction extend over the property line:

1. Terraces, provided the side yard is not reduced to less than 5 feet;

2. Awnings and canopies, provided the side yard is not reduced to less than 5 feet;

3. Chimneys not projecting more than 2feet provided the side yard is not reduced below 5 feet;

4. Steps not over 4 feet in height or ADA ramps;

5. Arbors and trellises;

6. Fences as defined and provided for in Section 15, herein;

7. Breezeways, open porches and decks (rear yards only); and

8. Open parking areas.

C. SETBACK REQUIREMENTS. See Section 21.5, Bulk Chart, herein.

D. PERMITTED USES. The following uses are considered permitted uses in the Residential dwelling districts.

RESIDENTIAL USE CHART							
USES	R-1	R-2	R-3	R-4	R-5	R-1E	R-1A
One-family Detached Dwelling	X	X	X	X	X	X	X
Home Occupations, as defined in Section 21.3 and regulated in Section 21.8	X	X	X	X	X	X	X
Gardening/Horticulture (no buildings or sales on site)	X	X	X	X	X	X	X
Temporary construction buildings, one year time limit	X	X	X	X	X	X	X
Public Parks and Playgrounds	X	X	X	X	X	X	X
Municipal Facilities and Utilities	X	X	X	X	X	X	X
Two-family Dwellings			X	X	X		
Attached Multiple Family Dwellings				X	X		
Homes originally constructed as single family may be remodeled to house not more than two families				X	X		
Multiple Family Dwellings and Apartments					X		
Churches, as regulated in Section 21.12			X	X			
Community Residences	X	X	X	X	X	X	X
Accessory Buildings, as regulated in Section 21.15	X	X	X	X	X	X	X
Off-Street Parking, as regulated in Chapter 26 of the Code	X	X	X	X	X	X	X
Planned Developments, as regulated in Section 21.11	X	X	X	X	X	X	X
Signs, as regulated in Chapter 29 of the Code	X	X	X	X	X	X	X

Section 21.8
HOME OCCUPATIONS

A. **PURPOSE.** The conduct of business or commercial activity in dwelling units may be permitted under the provisions of this Section. It is the intent of this Section to:

1. Ensure the compatibility of home occupations with other uses permitted in residential zoning districts;

2. Maintain and preserve the character of residential neighborhoods;

3. Promote the efficient use of public services and facilities by assuring that services are provided to the residential population for which they were planned and constructed rather than provided to commercial uses; and

4. Prevent the generation of vehicular or pedestrian traffic in greater volumes than would normally be expected in a residential neighborhood.

B. **REQUIREMENTS.** Home occupations shall be a permitted use in all residential zoning districts, subject, however, to the following regulations:

1. **Incidental Use**. The use for the home occupation must be clearly incidental and secondary to the use of the dwelling unit as a residence. The Village's standard in this regard is that the home occupation should not ordinarily exceed 25 percent of the floor area of the dwelling unit.

2. **No Exterior Evidence**. There shall be no activity, structure, sign, or other exterior evidence that the dwelling unit is being used for any nonresidential purpose in order to conduct the home occupation.

3. **Employees**. No more than one person who is not a full-time resident of the dwelling unit shall be working at the home occupation dwelling unit at any one time. An off-street parking place shall be provided while the employee is on the premises.

4. **Origin of Goods**. Goods that are the subject of the home occupation may be fabricated or produced on the premises, as well as manufactured elsewhere (also known as "stock-in-trade"), subject, however, to further regulations herein.

5. **Displays**. No article or stock-in-trade shall be displayed so it is visible from the exterior of the dwelling unit.

6. **Limits on Deliveries**. No deliveries of raw materials, goods, supplies, or merchandise to the dwelling unit related to the home occupation shall be permitted by vehicles with a gross vehicle weight greater than 10,000 pounds.

7. **Customer Sales and Pick-Up**. Direct sales of products or services from the dwelling unit are prohibited, but a person may pick up an order placed earlier.

8. **Signage**. No sign may be used to identify the home occupation.

9. **Equipment**. No mechanical or electrical equipment shall be installed or maintained other than what is customarily incidental to a dwelling unit. No mechanical or electrical equipment shall be operated that interferes with the use and enjoyment of neighboring properties or indicates that the structure is being used for a non-residential purpose.

10. **Parking**. The conduct of the home occupation shall not require more vehicle parking space than exists on the residential drive on the property, or on assigned parking spaces servicing the dwelling unit. The conduct of the home occupation shall not reduce or render unusable any areas provided for required off-street parking, or prevent the number of vehicles intended to be parked in a garage from doing so. If a greater restriction on parking is imposed by any private covenants or homeowners' association declarations, then such covenants or declarations shall govern.

11. **Vehicle Use**. Parking and use of trucks or other vehicles associated with a home occupation, whether on private or public property, shall conform with regulations concerning parking and use of commercial vehicles in residential areas as delineated in this Chapter, the Code, or any other Village ordinance, including the establishment of load limits upon the streets of the Village. There shall be a limit of one vehicle that is associated with the home occupation. Vehicles used in a home occupation shall not have a higher class than "B" license plates and shall not exceed a gross vehicle weight of 8,000 pounds if parked at home.

12. **Nuisances Prohibited**. Home occupations shall not be operated in such a manner as to create or cause a nuisance. Examples of nuisances include, but are not limited to, the following:

    a. Noise in excess of normal daily activity for a residential area, measured at the lot line of the premises, or exterior to party walls in attached single-family or multi-family dwelling units.

    b. The emission of odorous matter, vibrations, smoke, dust, heat, or glare in such quantities as to be readily detectable at any point along lot lines, or exterior to party walls in attached single-family or multi-family dwelling units.

    c. The creation of aesthetic problems or health hazards in the storing or disposing of refuse or waste materials emanating from the activity.

    d. The creation of hazards that would or could endanger the dwelling unit or its occupants, or other structures, or their occupants, by reason of additional fire, health, safety, or environmental hazards.

13. **Health and Safety Requirements**. The person(s) engaging in the home occupation shall comply with all applicable regulations of the Community Development Department, Police Department, fire protection district, and other applicable agencies, including the right of inspection.

14. **Accessory Structures and Garages**. Accessory buildings or garages (attached or

detached) shall not be used exclusively or predominantly for a home occupation.

15. **Exterior Storage Prohibited**. There shall be no exterior storage of materials or products for a home occupation on the premises.

16. **Animal Care Services Prohibited**. Home occupations shall not involve the keeping or care of animals, birds, or reptiles on site. Incidental care of limited duration for a pet of a friend or neighbor shall not be deemed a home occupation.

17. **Human Care Services Limited**. Home occupations that involve human care services shall be limited to the keeping or care of humans for babysitting and day care services (subject, however, to the Illinois Compiled Statutes), and a limit of one station for beauty or hair care.

18. **Certain Home Occupations Prohibited**. Examples of occupations deemed to be prohibited home occupations include, but are not limited to, the sale of firearms, explosives or ammunition, gunsmith services, clinics, doctors' or dentists' offices, hospitals, restaurants or cafes of any type, boarding houses, animal hospitals, shelters, kennels, livery services, the repair and/or servicing of vehicles, salvage or recycling, tattooing, piercing, or massage therapy. A medical professional may use their dwelling unit for emergency consultation or treatment, but not for the general practice of their profession.

Section 21.9
BUSINESS DISTRICTS

A. **PURPOSE**. The Business Districts set forth herein are established to protect public health, promote public safety, comfort, convenience and the general welfare, and protect and enhance the economic base of the Village and the value of property. These general purposes include, among others, the following specific objectives:

1. To promote the most desirable use of land in accordance with a well-considered plan so adequate space is provided in appropriate locations for the various types of business uses, thereby protecting and strengthening the economic base of the Village.

2. To place in separate districts those businesses that may create noise, odors, hazards, unsightliness, or that may generate excessive traffic.

3. To permit selected business uses in districts where adjacent to or inclusion in a residential area has sufficient elements of service or convenience to such areas to offset the disadvantage.

4. To encourage the grouping in appropriate locations of compatible business uses which will tend to draw trade that is mutually interchangeable and so promote public convenience and business prosperity and contribute to the alleviation of traffic and pedestrian congestion.

5. To provide for the establishment of off-street parking facilities, permitted and required, so traffic congestion is alleviated, which will promote shopping convenience and business prosperity.

B. **OUTSIDE SALES**.

1. **Outside Sales**. Notwithstanding the provisions of this Section, the Village Board may grant a daily permit to conduct activities permitted in a Business District outside of an enclosed building. No more than three such daily permits shall be issued to any one business during a one-year period. A daily permit fee, found in Appendix B of the Code, shall be payable upon the issuance of a daily permit. Except as specifically provided herein, all requirements of this Chapter shall apply to activities conducted pursuant to this Section. Outside sales will be allowed for the business that occupies the building and will be allowed only for those items normally sold within the building. These sales must take place on the property where the building housing the associated business is located. These sales may not endanger public safety in any way or create a public nuisance.

2. **Seasonal Event Sales**. The Village may grant a Seasonal Event Sales Permit to conduct seasonal events outside of an enclosed building. These seasonal events, which shall include sales such as Christmas trees and pumpkins, as well as “sidewalk” sales, craft fairs, farmers’ markets and art fairs, may be conducted on

sidewalks, parking lots, and vacant lots provided permission has been granted by the property owner.

In granting a Seasonal Event Sales Permit, the Village, shall determine how long the permit shall be valid. The Village at its discretion, may issue or deny the Seasonal Event Sales Permit and may impose any conditions as deemed appropriate. In no event shall a Seasonal Event Sale endanger public safety or in any way create a public nuisance.

A daily permit fee, found in Appendix B of the Code, shall be payable upon the issuance of the permit. The Manager may waive the fee for a not-for-profit organization.

Application for a Seasonal Event Sales Permit shall be made in writing at least 21 days prior to the event and shall contain the consent of the property owners. If application is made less than 21 days prior to the event, the permit can only be issued with the approval of the Manager. Both the applicant and the property owner, if different from the applicant, shall be responsible for compliance with all terms of this Chapter. The application shall contain a site plan, a time schedule for set up and clean up, parking and lighting plan, and indicate points of ingress, egress, and traffic control, and indicate the type and location of fencing.

C. **FENCES.** Whenever a business abuts a residential district or a residential use, the owner of said business property shall be required to erect and maintain a board-on-board fence not less than 6 feet in height to screen the business use from said residential district or residential use. The Village Board may allow the use of a landscaped berm treatment in-lieu of a fence, if approved as part of a planned development. Fencing shall not be required in the Old Town District unless specified by the Village Board.

D. **ARCHITECTURAL STANDARDS.** Construction of all commercial buildings within a business district shall be constructed pursuant to the following architectural standards:

1. **Building Orientation.** The building shall be compatible to surrounding buildings to maintain the character of the area. Visual interest and pedestrian scale shall be considered in the site layout. The rear and sides of a building shall have architectural features similar in quality and design to the front of the building.

2. **Building Materials**. The building shall be full-dimensional face brick on all elevations provided they are visible to public areas. Other masonry materials may be considered if the building is over 50,000 square feet. Accent features may be other materials; however, the amount of EFIS and standing seam metal should be limited. Architectural shingles, synthetic slate, or slate shall be used on roofs.

3. **Building Design**. Architectural features shall break up the building massing. The use of columns, brick patterns, windows, false windows, medallions, cornices, pilasters, quoins, decorative lighting, and protrusions must provide interest in the building elevations. The roofline must also be varied. A full pitch roof is preferred;

however, other roof types will be considered. All mechanical equipment shall be screened from view on all sides of the building through the use of parapet walls or appropriate screening.

4. **Building Color**. The building color shall blend into surrounding buildings and the natural environment. The predominate color for most buildings shall be relatively subtle; the natural brick or stone colors of red, gray, and brown shall predominate. Darker or brighter accent colors may be used provided they are not garish or overpowering. Brick, stone, glass, and tile surfaces shall not be painted. All service doors shall be painted to match the building. Window glazing shall be clear or slightly tinted, not dark or reflective. Building color schemes approved by the Village Board shall not be altered without prior approval from the Village Board through a planned development amendment process.

5. **Awnings and Canopies**. Awnings and canopies shall be in character with the architectural style of the building. Awnings and canopies shall be positioned at least 8 feet above the sidewalk. Awnings shall fit within the frame of the storefront; they shall not hide the building's façade, distort its proportions, or cover architectural features. Where several storefronts are developed as a single building, they shall have awnings of the same style and similar color. Adjacent buildings developed at different times shall have awnings of a compatible style and color scheme. Awnings shall be made of canvas or a durable fabric material that can be easily cleaned. Awning frames shall be an accessory to the building façade and not a permanent feature.

6. **Pedestrian Amenities**. Street furniture (benches, trash receptacles, lighting, walkways, etc.) shall be considered when designing commercial centers and shall be required in certain developments. Bicycle racks shall be required for developments adjacent to bike paths. Bicycle racks shall be located near the entrances of buildings, convenient for riders to use.

7. **Shopping Carts.** Shopping cart corrals shall not have any advertising or roof structures. Shopping cart storage areas shall be inside the building or screened with a brick wall.

8. **Sustainable Designs.** Sustainable, environmental, designs are encouraged. These designs may include, but are not limited to, green roofs, electric vehicle charging stations, solar panels, permeable pavement, etc., and shall be reviewed by Village staff for compliance with local, state, and federal regulations.

9. **Refuse Containers.** All refuse and recycling containers shall be enclosed with a 6-foot tall brick surround to match the building with latchable wooden or metal gates. The materials stored within the enclosure shall not extend above the walls of the enclosure.

E. **SETBACK REQUIREMENTS**. See Section 21.5, Bulk Chart, herein.

F. B-1 BUSINESS DISTRICT, LIMITED RETAIL.

1. **Permitted Uses**. All activities, except for automobile off-street parking facilities as permitted or required in this B-1 Business District, Limited Retail, shall be conducted wholly in an enclosed building. The following uses are considered permitted uses in the B-1 Business District, Limited Retail:

   a. Brewery, Winery, Distillery: open to the public with a retail component.

   b. Financial institutions: Banks, Savings and Loan, except such are not permitted on lots with frontage on Randall Road, West Algonquin Road, East Algonquin Road, and Longmeadow Parkway.

   c. Food Stores: Candy, Ice Cream, Dry Goods, Meat Markets, Liquor.

   d. Municipal Facilities/Utilities.

   e. Offices: Business, medical, and professional, in a one- or two-story building. Hospitals require a Special Use Permit.

   f. Public Parks or Public Playgrounds.

   g. Retail Sales: Bicycle Sales, Cameras, Computers, Books, Department Stores, Electronics, Furniture, Guns, Appliance, Clothing, Sporting Goods, Auto Parts Store, where there is no service or repair to any vehicles.

   h. Residential: Dwelling units above the ground floor as secondary uses to primary commercial and office uses, in Old Town (Downtown) only.

   i. Restaurant: Tearoom or cafe, when the establishment is not a drive-through.

   j. Services: Beauty Parlors, Tailors, Dry Cleaners, Interior Decorators, Photography Studios, Massage Therapists, Optometrists only when accessory to an eyewear retailer.

   k. Specialty Stores: Antiques, Art Supplies, Costume Rental, Florists, Gift Shops, Hobby, Jewelry, Medical Supplies, Musical Instruments, Pet Shops, Pharmacies, Printers, Rummage.

   l. Off-street parking facilities, as required or permitted in Chapter 26, Site Plan and Development Review Requirements, of the Code.

   m. Signs, as defined and regulated in Chapter 29, Sign Code, of the Code.

   n. Any other similar type use not specifically listed herein, and that is compatible with the established uses on adjoining property, as interpreted by the Zoning Administrator.

G. **B-2 BUSINESS DISTRICT, GENERAL RETAIL.**

1. **Permitted Uses**. All activities, except for automobile off-street parking facilities as permitted or required in this B-2 Business District, General Retail, shall be conducted wholly within an enclosed building. The following uses are considered permitted uses in the B-2 Business District, General Retail:

   a. Any use permitted in the B-1 Business District, Limited Retail.

   b. Cultural: Dance Studios, Art Galleries, Museums.

   c. Municipal Facilities/Utilities.

   d. Public Parks or Public Playgrounds.

   e. Retail Sales: Building Materials, Home Improvement.

   f. Restaurant: Taverns, places with drive-through require a Special Use Permit.

   g. Services: Catering, Contractor Offices, Locksmiths, Small Appliance Repair, Fitness Center, Gun Repair.

   h. Off-street parking facilities, as required or permitted in Chapter 26, Site Plan and Development Review Requirements, of the Code.

   i. Signs, as defined and regulated the Chapter 29, Sign Code, of the Code.

   j. Any other similar type use not specifically listed herein, and that is compatible with the established uses on adjoining property, as interpreted by the Zoning Administrator.

H. **OR&D OFFICE, RESEARCH, AND DEVELOPMENT DISTRICT (OR&D DISTRICT)**.

1. **Purpose**. The OR&D District is intended to provide for innovative, well-designed and maintained office and nuisance-free research uses in an environment that is characterized by controlled ingress and egress to major streets and extensive setbacks and yard areas, imaginative landscaping and high quality building architecture.

2. **Permitted Uses**.

   a. Accessory uses, subject to the provisions of Section 21.15 herein.

b. Business Offices: Corporate Headquarters, District, Branch, Sales, Insurance, Real Estate, Advertising, Computer Facility and other similar business offices.

c. Financial offices: Commercial Banks, Savings and Loan, Stock or Commodities Brokers, Commercial and Real Estate Financing, Real Estate Title and other similar financial offices. A Special Use Permit is required for drive-through facilities.

d. Governmental offices.

e. Hotels.

f. Municipal Facilities/Utilities.

g. Off-street parking and loading facilities as required in Chapter 26, Site Plan and Development Review Requirements, of this Code.

h. Professional offices: Legal Offices, Certified Public Accountants, and other similar professional offices. Medical offices require a special use permit.

i. Research Laboratories, including the testing of products, but not including the manufacturing of products, except as incidental to the research and testing of products.

j. Sales Offices, with incidental repairs and service for business and office equipment and supplies with incidental indoor storage of parts and supplies not to exceed a storage area of 100 percent of the gross square foot area of the sale area and offices.

k. Wholesale sales and subordinate offices, but not including storage or warehousing.

3. **Special Uses**. A Special Use Permit shall be required for any of the following uses in the OR&D District. (Also refer to Section 21.12 herein for additional special uses.)

a. Any public building erected or leased by any department, county, state, or federal government, other than office uses as permitted in this district.

b. Any building erected or leased by any public utility (light, gas, telephone, water, sewer) for use as a branch office, excluding a distribution center.

c. Services or commercial uses intended primarily to serve the immediate convenience needs of persons employed in the area, including stationery and office supply stores, restaurants (but not drive-through facilities) and similar uses.

d. Buildings greater than 75 feet in height or 6 stories, whichever is greater.

4. **Pedestrian and Motor Vehicle Circulation**. Pedestrian and motor vehicle circulation shall be coordinated between properties within the OR&D District through the incorporation of the following:

a. Each lot shall be connected to open space amenities and the trail system by a 5-foot wide concrete sidewalk or an 8-foot wide asphalt bicycle path. The Village Board shall determine the appropriate trail construction method after evaluating the location of the property in question and its relationship to the trail system.

b. All primary access points to individual lots shall be from minor roads to ensure that major roads or collector roads are retained as safe and efficient thoroughfares.

c. Entry court parking areas shall be provided for visitors to the main entrance of the building in order to keep these parking areas separate from loading areas.

d. Landscaped medians in the entry drive shall be provided for office developments greater than 10 acres in size. The length of the median shall equal the depth of the required setback. Special paving treatments shall also be required within the entry drive in order to differentiate building entrances.

e. Loading areas must be located to the rear or side of the building.

5. **Landscaping and Screening**.

a. All developments in the OR&D District shall be designed consistent with Chapter 30, Landscaping Code.

b. Wherever possible existing vegetation, such as mature trees, hedgerows, and wetland plantings, shall be preserved and incorporated into the landscape design.

c. Trash enclosures, utility boxes, meters, pedestals, and loading/service areas must be screened from adjacent properties, public rights-of-way, parking areas, and pedestrian walkways. Screening shall consist of a solid wall or fence, or landscape material, equal in height or taller than the material being screened.

d. Refuse and recycling collection areas shall be provided at the rear of each structure or positioned in or near the common parking lot or a driveway and shall be completely screened from view on all sides, with a solid masonry

wall constructed to match the building, to a height of 7 feet, and shall include a concrete pad and a solid operable door of adequate width. Each refuse area shall be provided with a closed and covered trash container and recycling container of a type and size pursuant to Village ordinances. It shall be the responsibility of the owner and/or manager of the property to ensure the refuse areas are kept in a neat and well-ordered manner at all times. The owner and/or manager of the structure shall ensure that any spillover at the time of refuse removal is promptly and properly cleaned up, and that refuse is removed on a regular basis pursuant to Village ordinances.

e. Off-street parking and loading facilities shall be provided as required in Chapter 26, Site Plan and Development Review Requirements, of the Code.

f. Overnight truck and semi-tractor trailer outdoor parking and storage are prohibited. Overnight truck and semi-tractor trailer parking and storage shall be permitted within an enclosed loading dock, garage, or within a walled and gated sight screen enclosure. Said enclosure shall be open to the sky and constructed of the same masonry exterior materials as the principal building and of a height equal to the height of the first floor of the principal building. Temporary overnight parking, not to exceed 48 hours, may be permitted for delivery vehicles which arrive after normal business hours.

g. The outdoor storage of any materials is prohibited.

6. **Stormwater Management**.

a. In order to eliminate the need for individual parcels to provide their own stormwater management areas, all corporate campus and light industrial uses shall consider participating with the development and maintenance of common detention/retention areas as part of an integrated stormwater management system that serves the entire area.

b. Stormwater management facilities shall be provided as required in Chapter 28, Stormwater Management, of this Code.

7. **Architectural Criteria**. Common architectural standards shall be established for all buildings in the OR&D District in order to establish an attractive, unified visual image. The standards include:

a. Buildings shall be in scale with adjacent developments and with the ultimate character planned for the area. Building components, such as windows, doors, eaves, roof spans, etc., shall be appropriately proportioned to one another.

b. Large, blank wall faces are discouraged. Facade articulation and visual interest shall be increased by the introduction of windows, doors, and

vertical or horizontal elements. When possible, buildings and building components should be of varied height to add variety and interest.

c. All cooling towers, mechanical equipment appurtenances, vents, intakes or stacks, or other rooftop structures shall be screened from view on all sides of the building by a parapet wall, or other means. Screens shall be constructed of materials that are compatible to the primary facades.

d. All accessory structures on a lot shall share a common architectural theme with the primary structure. Architectural expression shall be consistent in color, materials, and design.

e. All structures must be of masonry construction, to include split face block, precast concrete and brick.

f. Complete or partial pitched roofs are strongly encouraged to enhance building appearance.

g. Sustainable, environmental designs are encouraged. These designs may include, but are not limited to, green roofs, electric vehicle charging stations, solar panels, permeable pavement, etc., and shall be reviewed by Village staff for compliance with local, state, and federal regulations.

8. **Parking**.

a. Parking shall be provided on the same lot as the main buildings that require the parking, unless joint parking lots or structures are developed.

b. It is encouraged that parking areas be located to the side or rear of buildings on each lot. Limited visitor or short-term parking may be located in front of the building if necessary, provided such parking is well screened from the right-of-way.

c. The design of parking areas shall minimize conflicts between pedestrian and vehicular circulation.

d. Landscaped parking islands shall be provided at both ends of parking rows. A minimum of two trees is required per landscaped island. One island is required for every 25 parking spaces.

e. A 25-foot wide fire lane shall be provided within parking lots to provide adequate access for emergency vehicles.

f. The number of parking spaces for each lot shall be determined pursuant to Chapter 26, Site Plan and Development Review Requirements, of this Code, with the exception of office uses which must provide five parking spaces for every 1,000 square feet of floor area. A reduction of up to 10 percent of

required parking, based on substantiated projection of reduction in parking demand, may be taken for any building or use exceeding 50,000 square feet gross floor area that institutes and maintains a locally approved carpooling/vanpooling program. Such reduction may be terminated upon failure of the owner, operator, tenant, or others responsible for such program to maintain the program in an ongoing and acceptable manner.

g. Cumulative parking requirements for mixed-use occupancies may be reduced where it can be determined that the peak requirement of the several occupancies occurs at a different time (either daily or seasonally). The Shared Parking Report published by the Urban Land Institute shall be used as a guideline in the estimation of parking demand. Shared use agreements shall be formalized with appropriate legal documents including letters of agreement between shared parking facility owners. A copy of any executed shared-use agreements shall be filed with the Village.

9. **Lighting**.

a. Street lighting shall be provided as required in Chapter 22, Algonquin Subdivision Ordinance, of this Code.

b. LED or metal halide lighting shall be required. Other types of lighting may be reviewed at the discretion of the Village Board, provided the lighting is uniform with and comparable to metal halide in terms of color, temperature, glare, lighting levels, or other specifications.

c. Finishes of fixtures shall be durable and easily maintained, in dark neutral colors.

d. All light bulbs shall be flush with the housing.

e. All lighting shall be designed to minimize glare. All building or pole-mounted lights shall be aimed directly downward only, and floodlights intended to light signage, landscape features, and facades shall be aimed only at those features.

f. Alternative lighting designs, such as acorn style lighting, may be acceptable if reviewed by the Community Development Department and approved by the Village Board as part of a planned development.

g. The Village Board shall have the ability to make additional modifications to the site lighting if, upon an inspection of the lights after installation, it is determined that the lighting is too intense.

10. **Signs.** All signs are subject to the regulations of Chapter 29, Sign Code, of the Code. The provisions of Section 29.14, Randall Road Corridor District Regulations, shall apply to all properties within one-half mile of Randall Road.

11. **Association**. Business center associations shall be formed when there are shared facilities and maintenance responsibilities between property, building and business owners. Associations shall be responsible for the collection of assessments; maintenance of all common areas, such as open spaces, ponds and detention facilities; all other landscape features not maintained by the Village or individual property owners, review and formulation of any other policies; and activities that will contribute to the security, image and success of the district. Property owners shall be required to submit to the Village a set of restrictive covenants and conditions on the property to address issues including, but not limited to, cross-access easements, cross-parking easements, storm water detention facility maintenance, shared property maintenance, shared refuse enclosure, and similar joint responsibilities between the owners. The covenants and conditions shall be reviewed and approved by the Community Development Department and Village Attorney.

Section 21.10
INDUSTRIAL DISTRICTS

A. **PURPOSE.** The industrial districts set forth herein are established to protect public health, safety, comfort, convenience and the general welfare and to protect the economic base of the Village as well as the value of real estate, by regulating industrial development in appropriate locations. These general objectives include, among others, the following specific objectives:

1. To protect established residential areas, and the health of families living therein, by restricting those nearby industrial activities which may create offensive noise, vibration, smoke, dust, odors, heat, glare, fire hazards, and other objectionable influences to those areas which are appropriate therefore.

2. To provide adequate space in appropriate locations for most types of industrial and related activities so the economic structure of the community may be strengthened and employment opportunities may be found in the interest of public prosperity and welfare.

3. To provide more space for industrial activities in locations accessible to highways, so the movement of raw materials, finished products and employees can be carried on efficiently and with a minimum danger to public life and property.

4. To establish proper standards of performance which will restrict obnoxious industrial activities, while at the same time encourage and permit the industrial activities which have adopted facilities for the processing of finished products without adversely affecting the health, happiness, safety, convenience and welfare of the people living and working in nearby areas.

5. To protect industrial districts from incompatible uses of land by prohibiting the use of such space for new residential development, thereby preserving the land for a more appropriate use in accordance with the plans for Village improvement and development.

6. To promote the most desirable use of land in accordance with a well-considered plan of land use for all of the Village, to conserve the use of property, to promote stability of industrial activities and related development, to protect the character and established development in each area of the community, and to enhance and stabilize the value of land and to protect the tax base of the Village.

B. **FENCES.** Whenever an industrial use abuts a residential district or a residential use, the owner of the industrial property shall be required to erect and maintain a board-on-board fence of not less than 6 feet in height or install a 6-foot tall landscaped berm to screen the industrial use from the abutting residential district or residential use. The fence materials and landscaping shall be approved by the Village.

C. **SETBACK REQUIREMENTS.** See Section 21.5, Bulk Chart, herein.

D. **ARCHITECTURAL CRITERIA**. Common architectural standards shall be established for all buildings in the Industrial District in order to establish an attractive, unified visual image.

a. Buildings shall be in scale with adjacent developments and with the ultimate character planned for the area. Building components, such as windows, doors, eaves, roof spans, etc., shall be appropriately proportioned to one another.

b. Large blank wall faces are discouraged. Facade articulation and visual interest shall be increased by the introduction of windows, doors, and vertical or horizontal elements. When possible, buildings and building components should be of varied height to add variety and interest.

c. All cooling towers, mechanical equipment appurtenances, vents, intakes or stacks, or other rooftop structures shall be screened from view on all sides of the building by a parapet wall, penthouse, or other means. Screens shall be substantially compatible to the primary structure in terms of material, type, and design of construction, finish, and color.

d. All accessory structures on a lot shall share a common architectural theme with the primary structure. Architectural expression shall be consistent in color, materials, and design.

e. All structures must be of masonry construction, unless otherwise approved by the Village Board as part of a planned development. Precast panels shall not be permitted on buildings fronting Randall Road.

f. Complete or partial pitched roofs are strongly encouraged to enhance building appearance.

g. Sustainable environmental designs are encouraged. These designs may include, but are not limited to, green roofs, electric vehicle charging stations, solar panels, permeable pavement, etc., and shall be reviewed by Village staff for compliance with local, state, and federal regulations.

h. All refuse and recycling containers shall be enclosed with a 6-foot tall brick surround to match the building with latchable wooden or metal gates. The materials stored within the enclosure shall not extend above the walls of the enclosure.

E. **I-1 INDUSTRIAL DISTRICT, LIMITED (I-1 DISTRICT)**.

1. **Permitted Uses**. Since most uses permitted in this district will be in proximity to residential districts, it is hereby declared that performance standards shall be high, and that all manufacturing, processing or assembly of materials and products must be carried on in a manner not injurious or offensive to the occupants of adjacent premises by reason of the emission of odors, fumes or gases, dust, smoke, noise, vibrations or fire hazards. All uses shall be performed in a completely enclosed building. Therefore, provided there is compliance with the performance standards established herein, the following uses are considered permitted uses in the I-1 Industrial District, Limited:

a. Any use permitted in the B-1, Limited Retail, B-2, General Retail or OR&D Districts, but not including residences or apartments, except such dwelling accommodations as may be needed to house a caretaker or watchman employed on the premises and their families.

b. Brewery, Winery, Distillery: Wholesale and/or retail sales, tasting room permitted.

c. Building Materials: Tools, Hardware.

d. Machine Shops: Tool and Die Shops, Metal Polishing, Plating, Metal Stamping.

e. Manufacturing: Electronics, Mattresses, Bicycles, Boats, Brushes, Cork, Ceramic, Glass Products, Sheet Metal Products, Plastic Products, Tobacco Products, Pharmaceutical, Perfumes and Cosmetics, Toys, Carpet, Textiles, Canvas, Coated Fabrics, Drapery, Rubber Products, Musical Instruments, Sporting Goods.

f. Municipal Facilities/Utilities.

g. Public Parks and Playgrounds.

h. Services: Rug Cleaning, Dry Cleaning, Dairies, Engraving.

i. Any other similar type use that can be operated in compliance with the requirements of this Section, without creating objectionable noise, odors, dust, smoke, gas, fumes or vapor and that is a use compatible with the use and occupancy of adjoining properties, as determined by the Zoning Administrator.

F. **I-2 INDUSTRIAL DISTRICT, GENERAL (I-2 DISTRICT)**.

1. **Permitted Uses**. The uses permitted in this district generally include those manufacturing and industrial activities which cannot be operated economically without creating some conditions which may be objectionable or obnoxious to the occupants of adjoining properties and for that reason must be grouped in areas where similar industrial uses are now located or where the permitted uses will be best located in accordance with the comprehensive land use plan of the Village, which is designed to protect the welfare of the community. Therefore, provided there is compliance with the performance standards established herein, the following uses are considered permitted uses in the I-2 District, General:

a. Any use permitted in the I-1 District, Limited.

b. Building Materials: Prefabricated Houses, Composition Wallboards, Partitions and Panels, Linoleum, Porcelain Products.

c. Churches. See Section 21.12, Special Uses herein for more specific information.

d. Machine Shops: Motor Testing.

e. Manufacturing: Crates, Bricks, Corrugated Metal, Dyes and Inks, Glass Blowing, Graphite Products, Lumber, Brass Foundry, Railroad Equipment, Wax Products, Cooperage Works.

f. Municipal Facilities/Utilities.

g. Public Parks and Playgrounds.

h. Radio and television transmitting or antenna towers. See Section 12.12, Special Uses, herein for more specific information.

i. Services: Blacksmith, Feed Milling, Meat Packing.

j. Any other similar type use that can be operated in compliance with the requirements of this Section, without creating objectionable noise, odors, dust, smoke, gas, fumes or vapor and that is a use compatible with the use and occupancy of adjoining properties, as determined by the Zoning Administrator.

G. **B-P BUSINESS PARK DISTRICT (B-P DISTRICT)**. *Amended, 2016-O-05, 2011-O-25*

1. **Purpose**. The B-P District is intended to provide for well-designed, attractive and innovative buildings housing nuisance-free, light industrial and compatible uses in an environment that is characterized by controlled ingress and egress to major streets and extensive setbacks and yard areas with imaginative landscaping, and that will provide screening and landscaping necessary to create a proper relationship with adjacent areas.

2. **Permitted Uses**.

a. Any use permitted in the I-1 District designed to meet the above purpose.

b. Accessory uses, subject to the provisions of Section 21.8 herein.

c. Blueprint, Photostating, Bookbinding, Lithographing.

d. Off-street parking and loading facilities as regulated by Chapter 26, Site Plan and Development Review Requirements, of this Code.

e. Printing and publishing.

f. Salesrooms and offices incidental to the permitted uses.

g. Warehouse storage of nonhazardous materials, products, and equipment, wholly enclosed within the building.

3. **Special Uses**. A special use permit shall be required for any of the following uses in the B-P District. Also refer to Section 21.12 herein for additional special uses.

   a. Any public building erected or leased by any department of a county, state or federal government.

   b. Outdoor storage subject to the provisions of paragraph 7.d., below.

4. **Nonconforming Use.** Notwithstanding the provisions of Section 21.14 herein, not more than one church shall be allowed within the B-P District, within an existing church building, subject to the following provisions:

   a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;

   b. The church building shall not be expanded or enlarged in any fashion;

   c. The building and property must otherwise comply with all Village code requirements;

   d. If the building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;

   e. These provisions are applicable for a period of not more than three years from the date of the adoption of this amendment by Ordinance 2021-O-34 (November 2, 2021); and

   f. Prior to the end of said three-year period, the use of the property as a church shall cease and the building shall be demolished. If any church use ceases for a period of six months or more prior to the expiration of the three-year period, no church use shall be re-established and the building shall be demolished.

5. **Prohibited Uses.** Any production, processing, cleaning, services, testing, repair or storage of materials, goods, or products that could be injurious or offensive to the occupants of adjacent premises by reason of the emission or creation of noise, vibration, smoke, dust, or other particulate matter, toxic or noxious materials, odors, fire or explosive hazards, glare, or heat are not allowed.

6. **Height Regulations**.

   a. Any FCC-licensed commercial A.M.-based transmitting facility granted a special use permit may have one radio broadcasting tower located on the premises granted a Special Use Permit, such tower shall not exceed 165 feet in height.

b. All cooling towers, mechanical equipment or appurtenance, vents, intakes or stacks, or other rooftop structures shall be screened from view on all sides of the building by a parapet wall, solid sightscreen or other means that shall completely conceal the rooftop structures from view. A chimney constructed of the same masonry as the exterior of the building is excepted, but a chimney of any other material must be screened. The Building Commissioner shall determine the need for sightscreens, and the screens shall comply with all building code requirements for fire rating, wind loads, and structural integrity.

7. **Other Regulations**.

a. All uses shall be in compliance with all applicable local, state, and federal laws and guidelines.

b. All lots shall be regulated by Section 21.4, Performance Standards, herein.

c. Refuse and recycling collection areas shall be provided at the rear of each structure or positioned in or near the common parking lot or a driveway and shall be completely screened from view on all sides, with solid fencing of masonry construction to match the building to a height of 7 feet, and shall include a concrete pad and an operable door of adequate width. Each such refuse area shall be provided with a closed and covered trash container and recycling container of a type and size pursuant to Village ordinances. It shall be the responsibility of the owner and/or manager of the structure to ensure that the refuse areas are kept in a neat and well-ordered manner at all times. The owner and/or manager of the structure shall ensure that any spillover at the time of refuse removal is promptly and properly cleaned up, and that refuse is removed on a regular basis pursuant to Village ordinances.

d. Any uses that involve the storage of any materials, products, goods, vehicles, or any other equipment or raw or finished materials, either repetitively or for periods longer than 48 hours, must be conducted entirely and wholly within the building, unless the Village Board grants a special use permit or approves the outdoor storage as part of a planned development, in which case adequate screening must be provided.

e. There shall be no sale of any goods or services outside of an enclosed building except by a special use permit, planned development approval, or Seasonal Sales Permit, granted by the Village.

8. **Pedestrian and Motor Vehicle Circulation**. Pedestrian and motor vehicle circulation shall be coordinated between properties in the B-P District through the incorporation of the following:

a. Each lot shall be connected to open space amenities and the trail system by a 5-foot wide concrete sidewalk or an 8-foot wide asphalt bicycle path, or, if the corridor is immediately adjacent to a wetland, an 8-foot wide limestone trail. The Village Board shall determine the appropriate trail

construction method after evaluating the location of the property in question and its relationship to the trail system.

b. All primary access points to individual lots shall be from minor roads to ensure that major roads or collector roads are retained as safe and efficient thoroughfares.

c. Entry court parking areas shall be provided for visitors to the main entrance of the building in order to keep these parking areas separate from loading areas.

d. Landscaped medians in the entry drive shall be provided for office developments greater than 10 acres in size. The length of the median shall equal the depth of the required setback. Special paving treatments shall also be required within the entry drive in order to differentiate building entrances.

e. Loading areas shall be located to the rear or side of the building. Buildings less than 75,000 square feet shall be permitted two loading docks in the front of the building, if necessary. The Village Board may approve loading docks in the front of the building as part of a planned development.

9. Landscaping and Screening.

a. All developments in the B-P District shall be designed consistent with Chapter 30, Landscaping Code, of this Code.

b. Wherever possible, existing vegetation such as mature trees, hedgerows, and wetland plantings shall be preserved and incorporated into the landscape design.

c. Trash enclosures, utility boxes, meters, pedestals, and loading/service areas must be screened from adjacent properties, public rights-of-way, parking areas, and pedestrian walkways. Screening shall consist of a solid wall or fence, or landscape material, equal in height or taller than the material being screened.

d. Overnight truck and semi-tractor trailer outdoor parking and storage are prohibited. Overnight truck and semi-tractor trailer parking and storage shall be permitted within an enclosed loading dock, garage, or within a walled and gated sightscreen enclosure. All enclosures shall be constructed of the same masonry exterior materials as the principal building and of a height equal to the height of the first floor of the principal building. Temporary overnight parking, not to exceed 48 hours, may be permitted for delivery vehicles that arrive after normal business hours.

10. **Stormwater Management**.

a. In order to eliminate the need for individual parcels to provide their own stormwater management areas, all corporate campus and light industrial uses shall consider participating with the development and maintenance of

common detention/retention areas as part of an integrated stormwater management system that serves the entire area.

b. Refer to Chapter 28, Stormwater Management, of this Code for specific requirements.

11. **Architectural Criteria**. Common architectural standards shall be established for all buildings in the B-P District in order to establish an attractive, unified visual image.

a. Buildings shall be in scale with adjacent developments and with the ultimate character planned for the area. Building components, such as windows, doors, eaves, roof spans, etc., shall be appropriately proportioned to one another.

b. Large, blank wall faces are discouraged. Facade articulation and visual interest shall be increased by the introduction of windows, doors, and vertical or horizontal elements. When possible, buildings and building components should be of varied height to add variety and interest.

c. All cooling towers, mechanical equipment appurtenances, vents, intakes or stacks, or other rooftop structures shall be screened from view on all sides of the building by a parapet wall, penthouse, or other means. Screens shall be substantially compatible to the primary structure in terms of material, type, and design of construction, finish, and color.

d. All accessory structures on a lot shall share a common architectural theme with the primary structure. Architectural expression shall be consistent in color, materials, and design.

e. All structures must be of masonry construction, unless otherwise approved by the Village Board as part of a planned development. Precast panels shall not be permitted on buildings fronting Randall Road.

f. Complete or partial pitched roofs are strongly encouraged to enhance building appearance.

g. Sustainable, environmental, designs are encouraged. These designs may include, but are not limited to, green roofs, electric vehicle charging stations, solar panels, permeable pavement, etc., and shall be reviewed by Village staff for compliance with local, state, and federal regulations.

12. **Parking**.

a. Parking shall be provided on the same lot as the main buildings that require the parking, unless joint parking lots or structures are developed.

b. It is encouraged that parking areas be located to the side or rear of buildings on each lot. Limited visitor or short-term parking may be located in

front of the building if necessary, provided such parking is well screened from the right-of-way.

c. The design of parking areas shall minimize conflicts between pedestrian and vehicular circulation.

d. Landscaped parking islands shall be provided at both ends of parking rows. A minimum of two trees is required per landscaped island. One island is required for every 25 parking spaces.

e. A fire lane shall be provided within parking lots to provide adequate access for emergency vehicles.

f. The number of parking spaces for each lot shall be determined by the provisions of Chapter 26, Site Plan and Development Review Requirements, of this Code, with the exception of office uses that must provide five parking spaces for every 1,000 square feet of floor area. A reduction of up to 10 percent of required parking, based on substantiated projection of reduction in parking demand, may be taken for any building or use exceeding 50,000 square feet gross floor area that institutes and maintains a locally approved carpooling/vanpooling program. Such reduction may be terminated upon failure of the owner, operator, tenant, or others responsible for such program to maintain the program in an ongoing and acceptable manner.

g. Cumulative parking requirements for mixed-use occupancies may be reduced where it can be determined that the peak requirement of the several occupancies occurs at a different time (either daily or seasonally). The Shared Parking Report published by the Urban Land Institute shall be used as a guideline in the estimation of parking demand. Shared-use agreements shall be formalized with appropriate legal documents, including letters of agreement between shared parking facility owners. A copy of executed shared-use agreement shall be filed with the Village.

13. **Lighting**. Street lighting shall conform to standards in Chapter 22, Algonquin Subdivision Ordinance, of this Code and in this Section.

a. LED or metal halide lighting shall be required. Other types of lighting may be reviewed at the discretion of the Village Board, provided the lighting is uniform with and comparable to metal halide in terms of color, temperature, glare, lighting levels, or other specifications.

b. Finishes of fixtures shall be durable and easily maintained in dark, neutral colors.

c. All light bulbs and lenses shall be flush with or recessed into the housing.

d. All lighting shall be designed to minimize glare. All building or pole-mounted lights shall be aimed directly downward only. Floodlights in-

tended to light signage, landscape features, and facades shall be aimed only at those features.

e. Alternative lighting designs, such as acorn style lighting, may be acceptable if reviewed by the Community Development Department and Public Works Director and approved by the Village Board as part of a planned development.

f. The Village shall have the ability to make additional modifications to the site lighting if, upon an inspection of the lights after installation, it is determined that the lighting is too intense, that areas of glare or excessive spillage exist, or similar issues.

14. **Signs**. All signs are subject to the regulations of Chapter 29, Sign Code, of this Code. The provisions of Section 29.14, Randall Road Corridor District Sign Regulations, apply to all properties within one-half mile of Randall Road.

15. **Association**. Business center associations shall be formed when there are shared facilities and maintenance responsibilities between property, building, and business owners. The associations shall be responsible for the collection of assessments; maintenance of all common areas, such open spaces, ponds and detention facilities; all other landscape features not maintained by the Village or individual property owners; and review and formulation of any other policies and activities that will contribute to the security, image, and success of the district. Developers shall be required to submit to the Village a set of restrictive covenants and conditions on the property to address issues including, but not limited to, cross-access easement, cross-parking easement, stormwater detention facility maintenance, shared property maintenance, shared refuse enclosure, and similar joint responsibilities between the owners. The covenants and conditions shall be reviewed and approved by the Community Development Department and Village Attorney.

Section 21.11
PLANNED DEVELOPMENTS

A. **PURPOSE.** The development and execution of a zoning ordinance is based upon the division of the Village into districts, within which districts the use of land and buildings and the bulk and location of buildings and structures in relation to the land are substantially uniform. It is recognized, however, that there are unique uses that, because of their characteristics, cannot be properly classified in any particular district or districts without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location. It is also recognized that new types and procedures in land development or redevelopment are emerging and that the mixing of uses and variations in heights and yards can produce very satisfactory and lasting results, if properly designed and planned, without adverse influence upon surrounding property.

B. **PLANNED DEVELOPMENT**. A planned development is a tract of land containing two or more principal buildings that is developed as a unit under single ownership or control and that may not completely conform to all of the regulations of the district in which it is located. Any condominium project of any size, any townhouse project of any size, or any other residential project containing eight units or more, whether in one building or more than one building, shall be considered a planned development. Any redevelopment project within the O-T District, as defined and regulated in Sections 21.3 and 21.6 herein, shall be considered a planned development.

C. **MINIMUM AREA.** No minimum lot area or acreage is required to be eligible for consideration as a planned development area. The major requirement is that the tract be both self-contained and homogeneous, as well as being improved to benefit the entire Village with no adverse effect upon the surrounding property.

D. **PROCEDURE, APPLICATION, AND REFERRAL.** A concept plan, at the discretion of Village staff, preliminary plan and final plan are required for each development. For specific information regarding the application and procedure refer to Section 22.03, Subdivision/Planned Development Procedures, of this Code.

E. **GENERAL STANDARDS.** A planned development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.

2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.

3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:

a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;

b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;

c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;

d. That the use exceptions allowed are on file in the Community Development Department;

4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.

5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.

6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.

7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

F. BULK REGULATIONS. In the case of any planned development, the Planning and Zoning Commission may recommend, and the Village Board may authorize, exceptions to the applicable bulk regulations of this Section within the boundaries of such development, provided the Planning and Zoning Commission finds:

1. That such exception shall be solely for the purpose of encouraging a desirable living environment no less beneficial to the residents or occupants of such development, as well as of neighboring properties, than would be obtained under the bulk regulations of this Chapter for buildings developed on separate zoning lots.

2. Other standards for height, density, yard regulations, parking, loading, and screening for a planned development shall be governed by the standards of the residential, commercial, or industrial zoning district(s) most similar in nature and function to the proposed planned development as determined by the Planning and Zoning Commission. The applicable ordinances and laws of the Village shall govern standards for public improvements. Exceptions to these standards by the Planning and Zoning Commission and the Village Board are possible when these bodies find that such exceptions are warranted in terms of the total proposed development.

G. APPROVAL. Whenever the Planning and Zoning Commission and the Village Board approve the final plan and accompanying agreements, the Building Commissioner shall issue the necessary permits for all of the project or for such phases thereof that are to be first constructed provided it is consistent with all approved plans, fees are paid, and building codes are met. The Manager may, from time to time, approve minor changes within the project, but such changes shall not be of a nature that would affect the character and standard of the planned development.

H. TIME LIMIT. If, after approval of preliminary plans, no application is made for final approval, the preliminary plans shall be declared null and void after a 2-year time period. The Board may issue one extension of 2 years. If no construction has been started on any phase of development within 2 years from the date of approval of the final plan, the permits shall be declared null and void and the project shall not be initiated unless it is resubmitted and reapproved in the same manner that it was approved in the first instance. The Village Board may, however, extend the period for initiating construction upon a showing of good and sufficient cause.

I. VIOLATIONS. See Section 21.22, Violations; Penalty, herein.

Section 21.12
SPECIAL USES

A. **PURPOSE.** The principal objective of this Chapter is to provide for an orderly arrangement of compatible building and land uses, and for the proper location of all types of uses required for the social and economic welfare of the Village. To accomplish this objective, each type and kind of use is classified as permitted in one or more of the various districts established by this Chapter. However, in addition to those uses specifically classified and permitted in each district, there are certain additional uses that it may be necessary to allow because of their unusual characteristics or the service they provide the public. These special uses require particular consideration as to their proper location in relation to adjacent established or intended uses, or to the planned development of the community. The conditions controlling the location and operation of such special uses are established by the following provisions of this Section.

B. **AUTHORITY.** The Village Board shall have authority to permit the following uses of land or structures, or both, subject to conditions contained herein, if it finds that the proposed location and establishment of any such use will be desirable or necessary to the public convenience or welfare and will be harmonious and compatible with other uses adjacent to and in the vicinity of the selected site or sites. Unless otherwise limited by the Village Board, a special use is granted to the property, not a particular person. Conditions may be imposed to ensure compliance with this Section.

C. **SPECIAL USES.** The following uses require a special use permit. In addition to the special use permit, the following uses are only permissible in the zoning districts indicated. Also refer to the OR&D and B-P Districts for additional uses that shall require a special use permit.

1. **Adult Business**, in the I-2 District. See Section 21.12.H for additional regulations.

2. **Airport, heliport, balloon port, ultralite port, landing field, or landing strip** in the I-2 District, subject to the Federal Aviation Administration certifying that a new or reoriented runway will not interfere with the flight pattern of any established airport, landing field, or landing strip.

3. **Auditorium, amphitheater, stadium, arena, armory, gymnasium, billiard and pool room, game room, arcade, club, fraternal organization, night club, bowling alley, dance hall, banquet and event facility, amusement park, meeting hall, conference center, lodge hall, health club, theatre and movie theatre, and other similar places for public events** in any use district other than Residential Districts.

4. **Bed and breakfast establishment.** Bed and Breakfast establishments, subject to the provisions of 50 ILCS 820/ *et seq*., as amended, in R-4, R-5, B-1, B-2 and O-T Districts.

5. **Bulk storage, mini-storage, self-storage, climate-controlled facilities** in I-2 District.

6. **Bus terminal or any other public transportation terminal facilities** in any use district.

7. **Cemetery or mausoleum** in any use district.

8. **Chemical manufacturing** in B-P and I-2 Districts.

9. **Church** in R-1, R-2, R-5, R-1A, and R-1E Districts. Permitted by right in R-3, R-4, O-T, and I-2 Districts. Churches shall be on a minimum lot size of 10,000 square feet, with a 75-foot minimum width. The front yard setback shall be at least 30 feet, the rear yard shall be a minimum of 30 feet and the side yards at least 25 feet. The height of the building shall be a maximum of 45 feet with the tower no taller than 75 feet.

10. **Commercial Solar Energy Facility** in the I-2 District. See Section 21.12.H.2 for additional regulations.

11. **Compost facility** in the I-2 District.

12. **Day care center** in any use district other than Residential Districts.

13. **Dining, open air** designed for more than 12 customers, in B-1, B-2, O-T and OR&D Districts. In no case shall the open-air dining facility block the sidewalk or entrances, or extend beyond the storefront, or extend beyond the property limits.

14. **Residential dwellings,** above the ground floor, as secondary uses to primary commercial and office uses, in B-1 and B-2 districts, anywhere other than the Old Town (Downtown).

15. **Drive-through/up service** in any use district, other than Residential and O-T Districts.

16. **Extraction or processing of gravel, sand, minerals or other raw materials including asphalt plant and concrete plant** in the I-2 District.

17. **Fire station** in any use district.

18. **Freight terminal** in I-1, I-2, and B-P Districts.

19. **Funeral home, mortuary** in B-1, B-2, I-1 and I-2 Districts.

20. **Golf course, public or private** in any use district.

21. **Group home, halfway house** in B-1, B-2, R-4 and R-5 Districts.

22. **Gun ranges, skeet and trap shooting, archery ranges**, in the I-2 District.

23. **Hospital** in any use district.

24. **Hotel, motel** in B-1, B-2 and O-T Districts. Permitted by right in the OR&D District.

25. **Kennel, animal shelter, veterinarian clinic, animal hospital, grooming, pet day care** in B-1, B-2, I-1 and I-2 Districts.

26. **Marina commercial** in B-1, B-2 and O-T Districts.

27. **Massage establishment** in the B-1, B-2, O-T, I-1, and I-2 Districts. See Section 21.12.H.5 for additional regulations.

28. **Medical Cannabis, Cultivation** in the I-2 District.

29. **Medical Cannabis, Dispensary** in B-2 and I-1 Districts and not permitted within 1,000 feet of Randall Road.

30. **Medical clinic/office** in B-1, B-2, OR&D, O-T, and B-P Districts. Not including massage therapist or optometrist when associated with retail eyewear store.

31. **Miniature golf, driving ranges, batting cages, and other outdoor recreation uses** in B-2, I-1 and I-2 Districts.

32. **Motor vehicle detailing, car wash, oil change, minor repair** in the B-2 District and not permitted on lots with frontage on Randall Road, West Algonquin Road, East Algonquin Road, and Main Street.

33. **Motor vehicle (new) sales and services, automobile service station** in the B-2 District.

34. **Motor vehicle (used) sales and services; major automotive repair; automobile bodywork and painting** in I-1 and I-2 Districts.

35. **Motor vehicle wrecking yard** in the I-2 District.

36. **Motor vehicle and other private vehicle storage yard**, in the I-2 District.

37. **Off-street parking areas and garages** in R-3, R-4 and R-5 Districts. Permitted by right in B-1, B-2, OR&D, I-1, I-2 and B-P Districts.

38. **Outside display, sales, and storage** in B-1, B-2, I-1, and I-2 Districts. See Section 21.12.F for additional regulations.

39. **Pawn shops or payday advance** in I-1 and I-2 Districts, but not on any property within 1,000 feet of Randall Road or Algonquin Road, regardless of the zoning classification.

40. **Planned development** in any use district.

41. **Privately-owned recreation building or community center** in any use district.

42. **Private park or private playground** in any use district.

43. **Racetrack, raceway, race course** in the I-2 District.

44. **Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures, and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers** in any use district; however, permitted by right in the I-2 District. See Section 21.12.H for additional regulations.

45. **Recycling drop-off centers** in I-1 and I-2 District, where, if in the I-1 District, there is no processing on-site other than bailing or bundling, and no outdoor processing or storage of any materials, equipment, or product of any kind.

46. **Rest home, nursing home, assisted living** in B-1, B-2, R-4 and R-5 Districts.

47. **Salvage yard, junkyard, waste disposal, waste recycling, or sanitary landfill** in the I-2 District.

48. **Schools, elementary, high and college, business or trade, public or private** in any use district.

49. **Slaughter house** in the I-2 District.

50. **Tattoo and body piercing** in the I-2 District.

51. **Tobacco and Alternative Nicotine Products and Accessories** in the B-1, B-2, O-T, I-1, and I-2 Districts. See Section 21.12.H.6 for additional regulations.

52. **Vehicle Rental Facility** in the B-2, I-1 and I-2 Districts. See Section 21.12.H.4 for additional regulations.

53. **Zoo** in any use district other than Residential Districts.

54. And any other similar uses as determined by the Zoning Administrator in writing.

D. CONDITIONS OF APPROVAL. The Planning and Zoning Commission may recommend and the Village Board may impose such conditions or restrictions as appear necessary to minimize the possible detrimental effects of such special use upon other properties in the neighborhood or community.

E. PROCEDURE. The procedure to be followed in considering applications for special uses shall be as follows:

1. **Applications**. An application verified by the owner or authorized agent of the owner of the property involved shall be filed with the Community Development Department for the attention of the Planning and Zoning Commission that shall contain or be accompanied by all required information. Village application forms shall be used and are available in the Community Development Department.

2. **Public Hearing**. Upon receipt of such verified application, the Community Development Department shall notify the Planning and Zoning Commission Chairperson who shall schedule a public hearing. Notice of said hearing shall be pursuant to Section 21.18, Public Hearings, herein.

3. **Determination**. The Planning and Zoning Commission shall then make its findings and recommendations to the Village Board within 30 days following the date of the adjournment of the public hearing on each application. The Village Board may then authorize a special use as defined herein by specific ordinance, provided the evidence presented established beyond reasonable doubt:

   a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;

   b. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;

   c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

4. **Appeal.** An applicant or other person who disagrees with the determination of the Village Board may file an appeal with the Village Board requesting it to reconsider its determination. Upon receipt of said appeal, the Village Board shall schedule and hold a new hearing on the special use application. Notice of the hearing shall be made in accordance with Section 21.18 herein. At the hearing, the Village Board will consider the evidence and witnesses presented by the applicant and any evidence and witnesses presented by any objectors. The proceedings shall be transcribed by a certified court reporter, and the Village shall maintain a full record of the proceedings. After all the evidence is presented, the Village Board shall make its determination on the appeal. Any party dissatisfied with the Village Board's decision then has the right to appeal to the 22nd Judicial Circuit Court of McHenry County.

5. **Termination or Expiration of Special Uses (Including Planned Developments)**. The term and expiration of special use permits shall be as follows:

   a. Unless otherwise limited by the Village Board, the special use runs with the property, not an individual.

   b. No special use permit shall be valid for a period longer than 12 months unless such use is established within such period. Provided, however, that where such use permitted is dependent upon the erection or alteration of a building, the special use permit shall continue in force and effect if a building permit is obtained within such period and the erection or alteration is started and proceeds in accordance with such permit. The Village Board

may, within a particular ordinance approving a special use permit, extend the period for initiating the special use upon a showing of good and sufficient cause without a further public hearing.

c. Whenever any special use (including a planned development, or any portion of the planned development) has been discontinued for a period of six consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon any portion of the special use, the special use permit shall be considered terminated subject to Section 21.12 E.5.e of this Code.

d. No use that was authorized by a special use permit that has terminated, abandoned, unused, or expired shall be re-established unless the Village Board grants a new special use permit in accordance with this Chapter. In reviewing such a request, the Village Board shall not be obligated to consider the approval of, or the conditions of, any prior special use permit as precedent.

e. The Village Board shall, in its sole discretion, determine whether the special use should expire or continue to run with the property. In the event the Village Board determines the special use is terminated, the special use shall not be re-established, nor the affected property re-developed, without a notice and a public hearing as provided for the establishment of a special use and as approved by the Village Board pursuant to this Chapter. When approving a special use for a land area that was previously granted a special use, the Village Board may establish stipulations and conditions for the property that results in a re-development that is consistent with the intent of the originally approved special use.

F. OUTSIDE DISPLAY, SALES, AND STORAGE REGULATIONS. No outside display, sale, or storage of materials (raw, semi-finished, or finished in nature), vehicles, equipment, merchandise, and other similar goods or containers shall be permitted except by issuance of a Special Use Permit. Consideration for the issuance of an Outside Display, Sales, and Storage Special Use Permit shall be based upon the following criteria:

1. A site plan, site lighting plan, sign design plan, landscape plan, engineering plan, and building elevations shall be provided, as applicable, to demonstrate that the proposed special use will not have a negative effect upon the surroundings or adjacent properties. An engineering plan that addresses stormwater management in accordance with Chapter 28, Stormwater Management, of the Code shall be required where paving of display, sales, or storage areas occurs, since such paving will contribute to or increase on-site runoff. A building permit and site development permit (as determined by the Public Works Department) must be issued prior to the use of any outside display area.

2. An on-site circulation plan for both pedestrians and vehicles illustrating the location of the outdoor display, sales, or storage area shall be provided that demonstrates that no adverse effect on circulation, parking, or general functioning of the site will occur.

3. All outdoor storage areas shall be enclosed by a screening fence, wall, berm, or densely planted evergreen hedge and associated appropriate landscaping treatment of a height sufficient to screen such containers, storage areas, or products from view of adjoining properties or public and private streets. The primary requirement shall be for landscaping screening. The substitution of walls or fencing shall be deemed a secondary solution subject to proof of hardship. Stored materials shall not exceed the height of the screening, and no materials, goods, vehicles, and the like may be displayed, sold, or stored outside of the screened area. Solid latchable doors or gates thereto shall be required. Walls or fencing shall be of the same material as the principal building or shall be of a compatible material. The Village shall reserve the right to regulate the nature, height, and location of the screening and to impose any other terms and conditions in the best interests of the Village as part of the review of the special use.

4. Written evidence shall be provided that standards and requirements for health, safety, and environmental protection required by the Village, as well as those required by jurisdictions other than the Village, have been met.

5. All activities involving the manufacturing, fabricating, assembly, disassembly, repairing, cleaning, servicing and testing of materials, products, vehicles, and goods shall be deemed ineligible for an Outside Display, Sales, and Storage Special Use Permit and shall be conducted solely within completely enclosed buildings.

6. All display, sales, and storage areas shall be confined to locations in the rear of the building erected on the premises, or at the side of said building and behind the front line of said building as extended, but not both, unless the applicant can demonstrate that no adverse impact is created.

7. Anything displayed, sold, or stored outdoors that has a tendency to be windborne shall be effectively covered so it is not windblown.

8. All areas to be used for outside displays, sales, or storage shall be paved with a hard surface, with a thickness of not less than 2 inches of asphalt or 4 inches of concrete, or as the Village shall otherwise require.

9. Existing outside display, sales, or storage uses that are rendered non-conforming by virtue of enactment of these regulations shall be made conforming with either issuance of the Special Use Permit or with screening approved by the Village or shall otherwise be removed within 6 months from approval of this Chapter.

G. VIOLATIONS. See Section 21.22 Violations; Penalty, herein.

H. ADDITIONAL REGULATIONS.

1. **Adult Business**, in the I-2 District only.

   a. Purpose and Intent. It is the intent of this Section to protect and preserve the health, safety, welfare and morals of the citizens of the Village by regulating Adult Business within the Village.

b. General Standards.

I. A separate special use permit must be issued for each Adult Business as defined in Section 21.3.

II. Location Restrictions: No Adult Business shall be operated within 1,000 feet of a residential zoning district or within 1,000 feet of the property boundaries of any school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility and church. The distance limitation shall be measured in a straight line from the lot lines of said Adult Business and applicable residential zoning district, school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility, and place of religious worship.

III. Only one Adult Business shall be permitted per block face.

IV. Sign Requirements: The following sign requirements shall apply to any Adult Business:

i. All signs shall be flat wall signs.

ii. The amount of allowable sign area shall be 1 square foot of sign area per foot of lot frontage on a street, or as permitted by Chapter 29, Sign Code, of the Code, whichever is more restrictive.

iii. Window areas shall not be covered or made opaque in any way. No sign shall be placed in any window. One, 1-square foot sign may be placed on the door to state hours of operation and admittance to adults only.

V. Advertising: No merchandise or pictures of the products or entertainment on the premises shall be displayed in window areas or any area where they can be viewed from the sidewalk in front of the building.

VI. Alcoholic Liquor Prohibited: It shall be unlawful for any Adult Business to sell, distribute, or permit beer or alcoholic beverages on the premises.

2. **Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers** in any use district; however, permitted by right in the I-2 District. *[PLEASE NOTE: Notwithstanding any provisions of this zoning code to the contrary, pursuant to Illinois Public Act 100-0585, the Small Wireless Facilities Deployment Act, effective June 1, 2018, small wireless facilities shall be classified as permitted uses if they are collocated in rights of way in any zone or outside of rights of way in property zoned exclusively for commercial or industrial use. By state law, such*

uses shall not be subject to zoning review or approval. The regulation for such facilities is now contained in the Village's Municipal Code at Section 39.24 – Small Wireless Facilities. All other qualified facilities continue to be subject to the code provisions that follow.]

a. Purpose and Intent. To provide specific regulations for the placement, construction and modification of personal wireless service facilities. These provisions are not intended to prohibit and shall not be interpreted to prohibit or to have the effect of prohibiting the provision of personal wireless services, nor shall the provisions of this Section be applied in such a manner as to unreasonably discriminate between providers of functionally equivalent personal wireless services.

b. Applicability.

I. Antennas or towers located on property owned, leased, or otherwise controlled by the Village provided a license or lease authorizing such antenna or tower has been approved by the Village.

II. Amateur Radio Station Operators/Receive Only-Antennas: This shall not govern any tower, or the installation of any antenna, that is less than 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive-only antennas.

III. AM Array: An AM array consisting of one or more tower units and supporting ground system that functions as one AM broadcasting antenna shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

c. General Requirements.

I. Lot Size: For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including, but not limited to setback requirements, lot-coverage requirements and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.

II. Inventory of Existing Sites: Each applicant for an antenna and/or tower shall provide to the Community Development Department an inventory of its existing towers, antennas or sites approved for towers or antennas, that are either within the jurisdiction of the Village or within 1 mile of the corporate boundaries thereof, including specific information about the location, height and design of each tower.

III. Aesthetics: Towers and antennas shall meet the following requirements:

i. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color to reduce visual obtrusiveness.

ii. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

iii. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure to make the antenna and related equipment as visually unobtrusive as possible.

iv. Lighting: Towers shall not be artificially lighted unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.

v. State or Federal Requirements: All towers shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas.

vi. Building Codes; Safety Standards: To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the Village concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said 30 days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

vii. Measurement: For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the Village irrespective of municipal and county jurisdictional boundaries.

viii. Not Essential Services: Towers and antennas shall be regulated and permitted pursuant to this special use and shall not be regulated or permitted as essential services, public utilities, or private utilities.

ix. Franchises: Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a wireless communication system in the Village have been obtained and shall file a copy of all required franchises with the Community Development Department.

x. Signs: No signs shall be allowed on an antenna or tower.

xi. Buildings and Support Equipment: Buildings and support equipment associated with antennas or towers shall comply with the requirements of Chapter 23, Building Codes, of this Code.

xii. Multiple Antenna/Tower Plan: The Village encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

d. Information Required. In addition to any information required for applications for special use permits pursuant to this Section, applicants for a special use permit for a tower shall submit the following information:

I. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.

II. The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.

III. Method of fencing, finished color and, if applicable, the method of camouflage and illumination.

IV. A notarized statement by the applicant as to whether construction of the tower will accommodate co-location of additional antennas for future users.

V. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the Village.

VI. A description of the suitability of the use of existing towers, other structures, or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower.

VII. A description of the feasible location(s) of future towers or antennas within the Village based upon existing physical, engineering, technological, or geographical limitations in the event the proposed tower is erected.

e. Factors in Granting Special Use Permit.

I. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Village Board that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the Village Board related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:

i. No existing towers or structures are located within the geographic area, that they meet applicant's engineering requirements.

ii. Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.

iii. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.

iv. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

v. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

vi. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

vii. The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered

transmitters/receivers attached to a wireline system, is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

f. Site Requirements.

I. Towers shall be set back a distance, as determined appropriate during the special use permit process, from any adjoining lot line.

II. Guys and accessory buildings shall satisfy the principal structure minimum zoning district setback requirements.

III. Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 1 herein, except as otherwise provided in Table 1.

IV. Separation requirements for towers shall comply with the minimum standards established in Table 1.

Table 1:

Off-Site Use/Designated Area	Separation Distance
Single-family or duplex residential units	200 feet or 300% height of tower, whichever is greater
Vacant single-family or duplex residentially zoned land that is either platted or has preliminary subdivision plan approval that is not expired	200 feet or 300% height of tower,[1] whichever is greater [1] Separation measured from base of tower to the closest building setback line.
Existing multiple-family residential units greater than duplex units	100 feet or 100% height of tower whichever is greater
Non-residentially zoned lands or non-residential uses	None; only setbacks apply

V. Separation distances between towers shall be applicable for and measured between the proposed tower and pre-existing towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 2 herein.

Table 2

Existing Towers - Types				
	Lattice	Guyed	Monopole 75' in height or greater	Monopole less than 75’ in height
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 75' in height or greater	1,500	1,500	1,500	750
Monopole less than 75' in height	750	750	750	750

VI. Security Fencing: Towers shall be enclosed by security fencing 6 feet in height and shall also be equipped with an appropriate anti-climbing device excluding barbed or razor wire fencing.

VII. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least 4 feet wide outside the perimeter of the compound.

g. Buildings and Equipment Storage.

I. Antennas Mounted on Structures or Rooftops:

i. The cabinet or structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height. In addition, for buildings and structures that are less than 65 feet in height, the related unmanned equipment structure, if over 150 square feet of gross floor area or 10 feet in height, shall be located on the ground and shall not be located on the roof of the structure.

ii. If the equipment structure is located on the roof of a building, the area of the equipment structure and other equipment and structures shall not occupy more than 150 square feet or 20 percent of the roof area.

iii. Equipment storage buildings or cabinets shall comply with all applicable building codes.

II. Antennas Mounted on Utility Poles or Light Poles:

i. In residential districts, the equipment cabinet or structure may be located:

a) In a front or side yard provided the cabinet or structure is no greater than 4 feet in height or 24 square feet of gross floor area and the cabinet/ structure is located a minimum of 6 feet from all lot lines. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of at least 42-48 inches and a planted height of at least 36 inches.

b) In a rear yard, provided the cabinet or structure is no greater than 6 feet in height or 24 square feet in gross floor area. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.

ii. In commercial or industrial districts, the equipment cabinet or structure shall be no greater than 6 feet in height or 64 square feet in gross floor area. The structure or cabinet shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches. In all other instances, structures or cabinets shall be screened from view of all residential properties, that abut or are directly across the street from the structure or cabinet by a solid fence, 6 feet in height or an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.

III. Antennas Located on Towers:

i. The related unmanned equipment structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height, and shall be located in accordance with the minimum yard requirements of the zoning district in which located.

Removal of Abandoned Antennas and Towers. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the Village notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

3. **Commercial Solar Energy Facility**, in the I-2 District.

a. Purpose and Intent: To provide specific regulations for the placement, construction, and modification of Commercial Solar Energy Facilities.

b. Applicability: Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

c. Site Requirements: the following standards for site development shall apply in addition to the requirements set forth in Chapters 21, 22, 26, and 30.

I. Solar panels, structures, and electrical equipment shall be erected no less than two hundred (200) feet from any lot line.

II. All utilities servicing the site shall be buried under the ground.

III. Solar panels shall have a surface that minimizes glare and shall not create glare on surrounding buildings.

IV. To prevent erosion, manage run-off, and provide ecological benefit, the area under and between the solar panels shall include plant species approved by the Public Works Director or their designee.

V. The perimeter of the facility shall include a landscape screening buffer that is at least twenty feet (20') wide and consists of a berm, shrubs, and evergreen trees that are at least as tall as the solar panels.

VI. Buildings shall include a masonry exterior façade and shall be no more than fifteen feet (15') in height. All roof-mounted mechanical equipment shall be screened by a parapet wall.

VII. The Commercial Solar Facility shall meet all applicable building codes.

d. Safety

I. Prior to construction, the operator shall prepare an emergency management plan acceptable to the Village and the local fire district. The operator shall be responsible for the training of emergency personnel, as needed.

II. A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.

III. Access shall be granted, provided appropriate advance notice, for periodic inspections of the site by the Village and the local fire district.

IV. Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of damage. The ground shall remain free of debris from damaged solar panels at all times.

V. The operator shall maintain the ground cover at all times and dried brush shall be removed immediately.

e. Abandonment

I. The Commercial Solar Energy Facility shall be considered abandoned if the operator fails to pay rent, taxes, and/or ceases to generate electricity for a period of twelve (12) consecutive months. A report of electrical power production shall be provided to the Village upon request. An abandoned Commercial Solar Energy Facility shall be decommissioned and removed within ninety days (90) days from the time it is deemed abandoned. The operator may appeal in writing to the Village Manager for an extension of time in order to remove the Commercial Solar Energy Facility.

II. Decommissioning and removal of the Commercial Solar Energy Facility shall be the responsibility of the operator upon

abandonment or repeal of the Special Use Permit. The following shall be provided prior to a Site Development Permit being issued for the site:

i. The operator shall submit a decommissioning plan that shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require the removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, ground cover, and landscaping may remain upon review and approval by the Village.

ii. The operator shall submit an engineer's estimate of cost for decommissioning the COMMERCIAL SOLAR ENERGY FACILITY and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Village Engineer of the estimate, the operator shall obtain a bond or letter of credit to be held by the Treasurer in the amount of one hundred twenty (120%) of the estimate.

iii. During the operation of the facility, a new engineer's estimate of the cost for decommissioning shall be submitted every ten (10) years to the Village. Upon approval of the estimated costs by the Village Manager, a revised surety shall be provided to the Village in the amount of one hundred percent (100%) of the new estimate.

4. **Vehicle Rental Facility**, in the B-2, I-1, and I-2 Districts.

a. Purpose and Intent: To provide specific regulations for the design of Vehicle Rental Facilities.

b. Applicability: Any facility that supports the pick-up, return, storage, service, and preparation of vehicles for rental purposes.

c. General Standards:

I. Rental vehicles being stored shall be stored in the rear of the facility.

II. No vehicle repairs shall occur inside or outside of the facility unless a separate special use permit for said purposes is issued.

III. Rental vehicle pick-up and drop-off can occur in the front or sides of the facility. The rental vehicle shall be moved to the rear of the facility within twenty-four (24) hours.

IV. A site plan shall be submitted with the special use permit application. The site plan needs to show the location of the parking stalls dedicated to stored rental vehicles in the rear of the facility.

There shall be enough remaining parking stalls for employees, customers, and other businesses on the property (if applicable).

V. Rental vehicles shall be operational and in a state of good repair at all times.

d. Existing Vehicle Rental Facilities: All existing vehicle rental facilities are required to apply for a special use permit within six (6) months of the passage of this code.

5. **Massage Establishment** in the B-1, B-2, O-T, I-1, and I-2 Districts.

a. Purpose and Intent: To provide specific regulations for the location and operation of massage establishments to protect the health, safety, and welfare of the citizens of the Village.

b. Applicability: Any establishment that provides massage or massage therapy services as defined in Section 21.3 of this Chapter.

c. General Standards:

I. Massage establishments and businesses providing massage therapy as an accessory use shall be subject to the regulations of this Section as well as Chapter 31 Business Regulations of the Algonquin Municipal Code. A massage license application shall be submitted for approval to the Algonquin Police Department in accordance with the Algonquin Municipal Code.

II. Massage uses that are accessory to a medical office or clinic are a permitted use.

III. All massage establishments require the granting of a Special Use Permit, including any change in ownership of an existing establishment.

IV. The public entrance to establishments offering massage therapy in private rooms shall be clearly visible from the street or main public parking area. The exterior windows in the front reception area must be clear and transparent, allowing an unobstructed view from the outside.

V. Features of the massage establishment, such as the floor plan, transparency of the front reception area, hours of operation, and staffing levels, that are specifically included in the approval legislation for the business may not be modified without first obtaining prior approval. The Community Development Director shall review such proposed changes, referring the business to a public meeting or public hearing as needed.

d. Existing Massage Establishments: Existing businesses lawfully established at the effective date of this amendment, shall be deemed to be a legal nonconforming use and may be continued, subject to the regulations of Section 21.14 of this Chapter, unless there is a change in ownership.

6. **Tobacco and Alternative Nicotine Products and Accessories** in the B-1, B-2, O-T, I-1, and I-2 Districts.

    a. Purpose and Intent: To provide specific regulations for the placement of tobacco retailers.

    b. Applicability: Retail or wholesale sales uses that derive more than fifty (50) percent of sales or usage fees from tobacco products, tobacco accessories, and alternative nicotine products.

    c. General Standards:

        I. All applicable establishments require the granting of a Special Use Permit, including any change in ownership of an existing establishment.

        II. In addition to a Special Use Permit, a tobacco dealer's license shall be required in accordance with the Algonquin Municipal Code.

    d. Existing Tobacco Product Sales: Existing businesses lawfully established at the effective date of this amendment, shall be deemed to be a legal nonconforming use and may be continued, subject to the regulations of Section 21.14 of this Chapter, unless there is a change in ownership.

Section 21.13
WATERSHED PROTECTION OVERLAY DISTRICT

A. **AUTHORITY, PURPOSE, AND INTENT**.

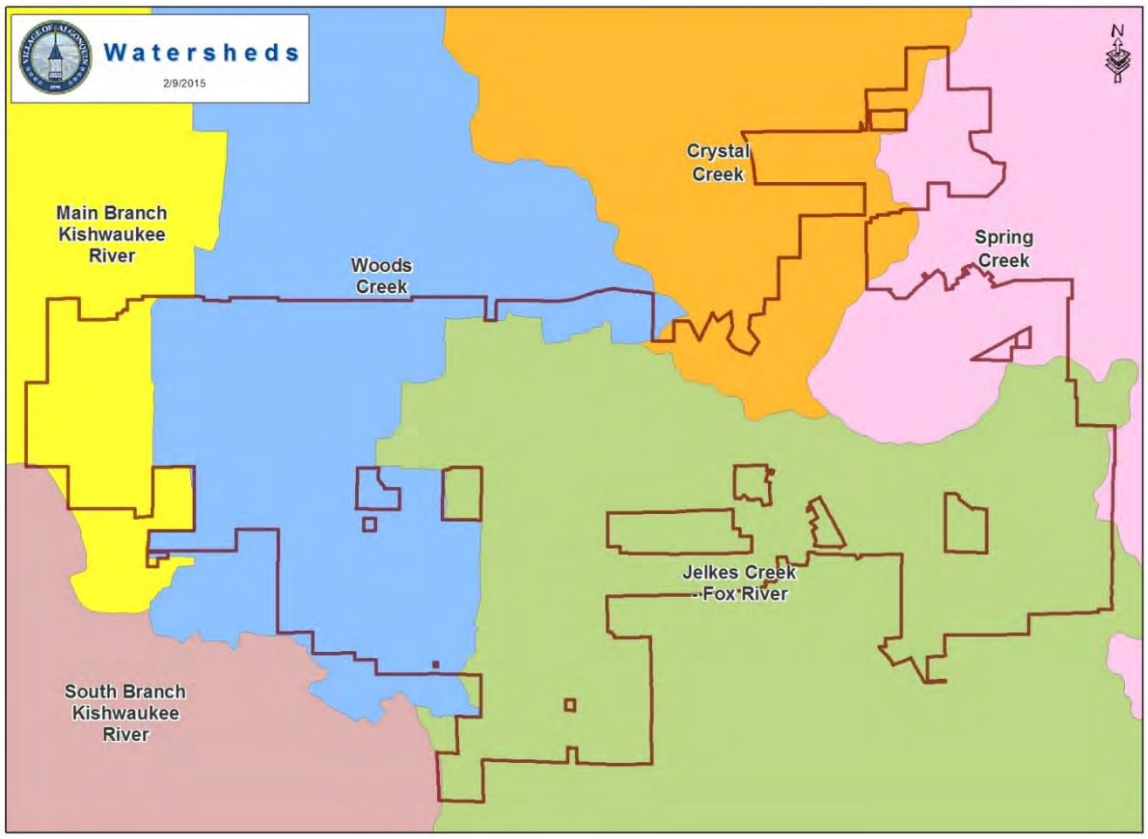
1. **Authority**. The Watershed Protection Overlay District (District for purposed of this Section) is enacted pursuant to the police powers granted to the Village by the Illinois Complied Statutes, 65 ILCS 5/11-13-1, *et seq*.

2. **Purpose**. The purpose of this District is to promote public safety, enjoyment, and general welfare of the public by preserving, protecting and enhancing the natural areas associated within each watershed.

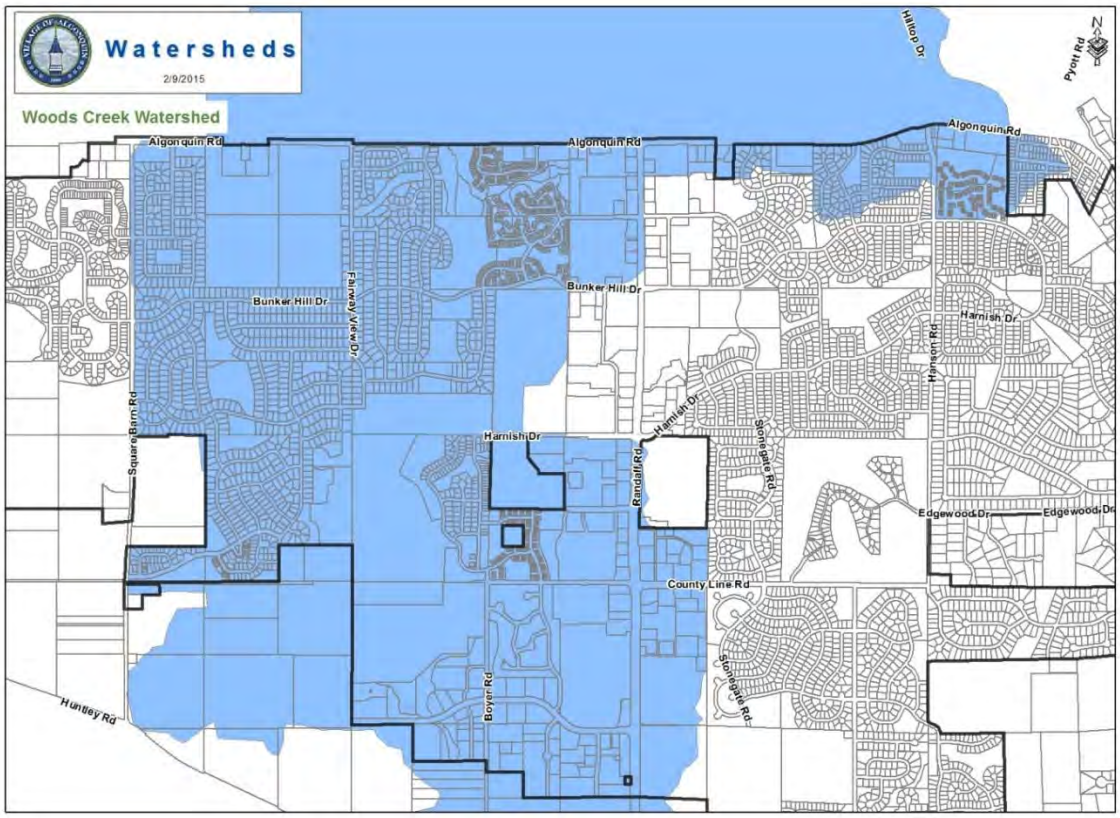
3. **Intent**. The District is created to provide a means of implementing the adopted Watershed Protection Plans approved by the Village Board. Such action will protect the valuable natural resource within the Village for the enjoyment of the residents, providing habitat for native plant and animal communities, and maintaining the quality of the watershed for the future. The District ensures appropriate measures are taken to preserve the watershed and still allow quality commercial and residential development simultaneously.

4. **Applicability**. All property to be developed and located within a watershed boundary with an approved Watershed Based Protection Plan shall conform to the standards of that specific Watershed Plan and this District. The approved watershed based plans include: the Woods Creek Watershed Based Plan, dated January 2013, prepared by Applied Ecological Services, Inc., and approved by the Village Board on September 17, 2013; the Jelkes Creek-Fox River Watershed Action Plan, prepared by Geosyntec Consultants and approved by the Village Board on September 17, 2013.

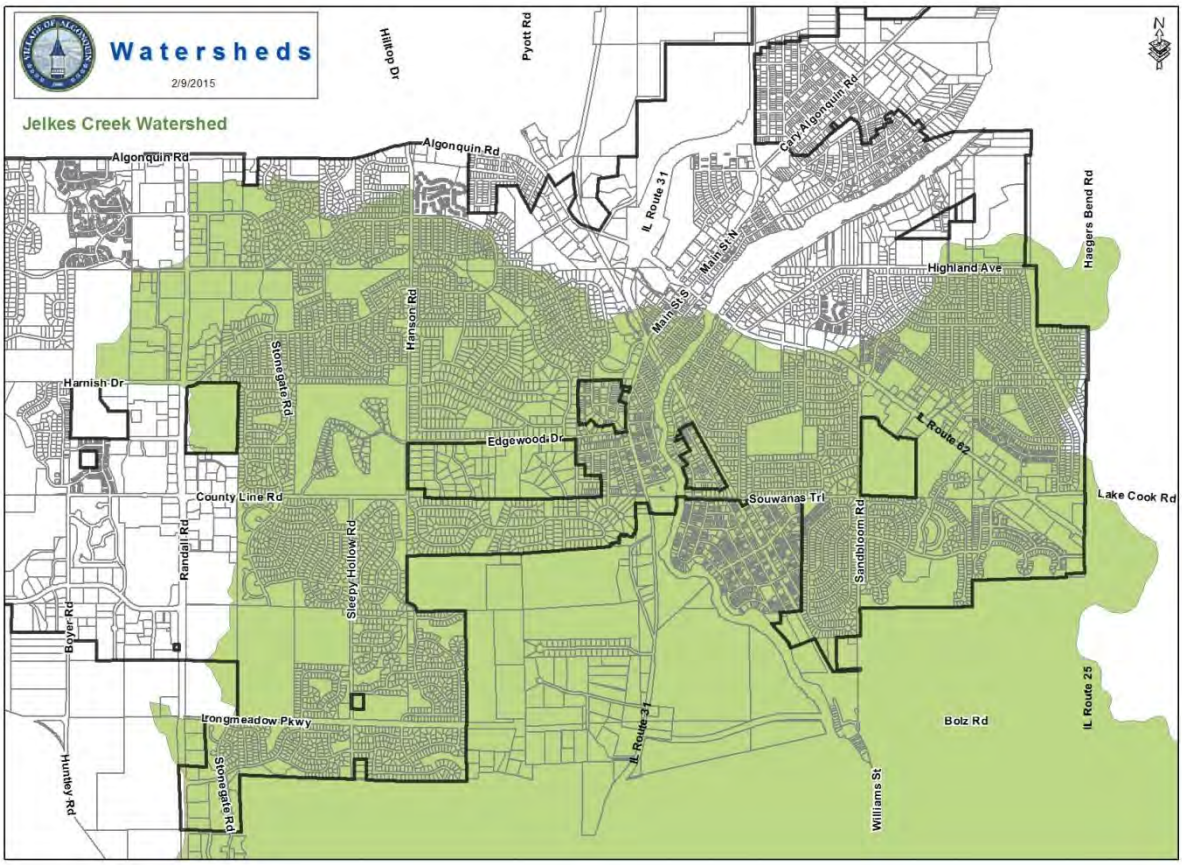
B. **WATERSHED DISTRICT BOUNDARIES**. Map 1, herein shows the estimated boundaries of the watersheds within the Village. See approved Watershed Based Protection Plans for specific parcel information.



Map 1 Watershed Boundaries



Map 2 Woods Creek Watershed Boundary



Map 3 Jelkes Creek Watershed Boundary

C. **DEVELOPMENT REQUIREMENTS**. All developments within the District shall meet the following requirements.

1. Each development proposed within the District shall conform to section 21.4-Q, Conservation Design Standards and Procedures.

2. Each development shall take into consideration the size and type of proposed use, proximity to the creek and rare fens and wetlands to determine the best management practices for the development, all in accordance with the approved watershed based protection plan.

3. Site design and structural and administrative considerations shall be given to each project to reduce negative impacts to the District.

4. Eco-corridors. All natural resource areas within the District shall be connected by eco-corridors.

D. **WATERSHED PROTECTION FEES.** A means of providing funding for ongoing management of these resources is through an impact fee paid by developers and property owners as land is developed within the approved Watershed Based Protection Plan boundaries. Through annexation agreements and planned developments approved by the Village, a watershed protection fee pursuant to Appendix B of this Code may be required to be paid and shall be payable to the Village.

Section 21.14
NONCONFORMING BUILDINGS AND USES

A. CONTINUANCE OF USE.

1. Any lawfully established use/building, at the effective date of this Chapter or of amendments hereto, that does not conform to the use regulations for the district in which it is located shall be deemed to be a legal nonconforming use/building and may be continued, except as otherwise provided herein.

2. Any legal nonconforming building or structure may be continued in use provided there is no physical change other than necessary maintenance and repair except as otherwise permitted herein.

3. Any building for which a permit has been lawfully granted prior to the effective date of this Chapter, or of amendments hereto may be completed in accordance with the approved plans, provided construction is started within six months and diligently carried out to completion. Such building shall thereafter be deemed a lawfully established building.

B. DISCONTINUANCE OF USE/BUILDING.

1. Whenever any part of a building, structure, or land occupied by a nonconforming use is changed or replaced by a use conforming to the provisions of this Chapter, such premises shall not thereafter be used or occupied by any nonconforming use, even though the building may have been originally designed and constructed for the prior nonconforming use.

2. Whenever a nonconforming use of a building or structure, or part thereof, has been discontinued for a period of six consecutive months, if the building was originally designed and constructed for a residential use, or for a continuous period of 12 months if the building was originally designed and constructed for a non-residential use, or whenever it is evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not, after being discontinued or abandoned, be re-established, and the use of the premises thereafter shall be in conformity with the regulations of the district.

3. Where no enclosed building is involved, discontinuance of a nonconforming use for a period of six months shall constitute abandonment.

4. A nonconforming use/building not authorized by the provisions of this Chapter in effect at the time this Chapter becomes effective shall be discontinued and not re-established, except when the provisions of this Chapter find the use/building to be conforming to the district in which is it then located.

C. CHANGE OF USE/BUILDING. Any part of a building, structure, or land occupied by a nonconforming use that is changed or replaced by a use conforming to the provisions of this Chapter, shall not thereafter be used or occupied by a nonconforming use.

D. REPAIRS AND ALTERATIONS.

1. Normal maintenance of a building or structure containing a nonconforming use is permitted, including necessary non-structural repairs and incidental alterations that do not extend or intensify the nonconforming use/building.

2. No structural alterations shall be made in a building or other structure containing a nonconforming use except in the following situations:

   a. When the alteration is required by law;

   b. When the alteration will eliminate the nonconforming use; or

   c. When a building containing residential nonconforming uses may be altered in any way to improve livability, provided no structural alteration shall be made that would increase the number of dwelling units or the bulk of the building.

E. DAMAGE AND DESTRUCTION. If a nonconforming use/building is damaged or destroyed by any means to the extent of more than 50 percent of its assessed value (for property tax purposes) at the time, the building or other structure can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of the district. In the event the damage or destruction is less than 50 percent of its assessed value, based upon prevailing costs, the building may then be restored to its original condition and the occupancy or use of such building may be continued that existed at the time of such partial damage or destruction. The Building Commissioner shall determine the extent of the damage.

In either event, restoration or repair of the building or other structure must be started within a period of one year and diligently prosecuted to completion.

F. ADDITIONS AND ENLARGEMENTS.

1. A nonconforming use/building may be enlarged or extended only if the entire addition or enlargement conforms to all the regulations of the district in which it is located.

2. No building partially occupied by a nonconforming use shall be altered in such a way it permits the enlargement or expansion of the space occupied by the nonconforming use.

3. No nonconforming building in any residential district shall be altered to increase the number of dwelling units therein.

4. No nonconforming use may be enlarged or extended in such a way to occupy any land beyond the boundaries of the zoning lot or property line as it existed at the effective date of this Chapter or to displace any conforming use in the same building or on the same parcel.

Section 21.15
ACCESSORY BUILDINGS AND USES

A. **ACCESSORY BUILDING AND USES**.

1. Where an accessory building is structurally attached to a main building, it shall be subject to and must conform to all regulations of this Chapter applicable to the main building.

2. When any part of an accessory building is in a side yard it may not be located nearer to any interior lot line than that permitted for the main building. However, when an accessory building is located in the rear yard, it may not be located within 5 feet of any lot line.

3. No accessory buildings or trees shall be placed on drainage or utility easements or right-of-way, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. The Village has the right, but not the obligation to, at any time, abate any obstructions placed on or over the easement area. Any costs incurred by the Village or its agents and subcontractors to abate the obstructions shall be paid for by the property owner. If the costs are not paid, a lien shall be placed on the property.

4. An accessory building or use shall not be erected prior to the establishment or construction of the main building to which it is accessory.

5. No accessory building shall be located on a reverse corner lot beyond the front yard required on the adjacent lot to the rear, nor be located nearer than 5 feet to the side lot line of the adjacent building.

6. Building permits are required for most accessory structures.

B. **BULK REQUIREMENTS.**

1. Accessory structures shall be a minimum of 5 feet from any property line.

2. No accessory structures shall be located in the side yard or front yard unless otherwise noted herein.

3. Accessory structures shall be located at least 10 feet away from the principal structure.

4. Only one of each type of accessory structure shall be allowed. Types of accessory structures include swimming pools, water gardens, gazebos, sheds, and detached garages as contained herein.

C. **SATELLITE DISH ANTENNAS.**

1. **Satellite Dish Antennas.** The purpose of this Section is to regulate satellite dish antennas (dish for the purpose of this Section) as accessory structures, as defined in Section 21.3 herein.

2. **Location**. If installed as a freestanding structure, dishes shall only be permitted in rear yards and shall be mounted directly upon the ground. Miniature dishes, less than 25 inches in diameter, shall be located no closer than 5 feet from any property line measured from the center of the foundation of the antenna support pole. Regular dishes shall be permitted only in rear yards, containing 900 square feet or more and shall be located no closer than 10 feet from any property line measured from the center of the foundation of the antenna support pole.

3. **Height**. If installed as a freestanding structure, the maximum height of a dish shall not exceed 10 feet from ground level.

4. **Mounting**. A miniature dish may be installed on the roof or the side or rear walls of a dwelling unit provided that dishes on walls shall be installed so that the bottom of the dish is no lower than 25 inches below an eave or the peak of the roof, and provided that dishes on roofs shall be installed so that the top of the dish is no higher than 25 inches above the peak of the roof. Placement of a miniature dish shall be on a rear wall unless signal reception demands warrant side wall installation.

   Dish or its support structure shall not be erected closer to any street than the wall of the building to which it is attached that is nearest to such street. Dishes shall not be attached to or mounted upon chimneys. Dishes shall not be mounted, installed or otherwise placed on towers, similar forms of structural supports, or other accessory structures.

   A regular dish not exceeding a diameter of 10 feet may be installed on the roof of a business or industrial establishment, provided that it is set back at least 3 feet from any edge of the roof and is mounted such that it does not exceed 11 feet in height as measured from the roof line. Screening shall be employed around the dish similar to screening for HVAC equipment.

5. **Appearance**. No advertising or logos may be painted, decaled or externally affixed to any dish, although a logo that is not of direct contrast color to the color of the dish that is stamped or etched into the face of the dish by the manufacturer is permitted. No dish may be illuminated. All dishes must be neutral in color and of one solid shade.

6. **Construction Specifications**. Before constructing, erecting, mounting, or installing a regular dish, a building permit is required. The building permit application shall identify the manufacturer's specifications for the antenna and all supports and engineering details of the proposed installation to show that the combination will meet the Village building codes. In particular, all dishes must be designed to withstand a 60 miles per hour wind without the support of guy wires. All freestanding dishes must be erected in accordance with Village building codes, and all electric and/or transmission cable connecting the antenna to the principal structure shall be underground. All dishes shall be appropriately grounded.

7. **Screening**. All freestanding regular dishes shall be effectively screened by a 6-foot fence or dense evergreen-type shrubbery or screening material to a minimum height of 6 feet above ground level from any adjoining lot or street.

8. **Quantity**. A maximum of one large dish or two miniature dishes shall be permitted on each residential lot. A maximum of one large dish or three miniature dishes shall be permitted on each non-residential lot. Dishes shall not be permitted on undeveloped lots.

D. **FENCES**.

1. **Fence Standards**. For purposes of this Chapter all fences constructed in the side or rear yard shall comply with the following standards:

   a. Fences shall be allowed in rear and side yards, except that decorative corner fences shall be allowed in front yards as provided in this Section.

   b. On corner lots, the yard opposite the narrowest frontage adjacent to the street shall be considered the back yard.

   c. Decorative corner fences that are not solid/opaque shall be allowed in front yards if such fences are not more than 30 inches high and extend not more than 10 feet along the lot line or driveway line in either direction from the corner of the lot or the corner formed by the lot line and the driveway.

   d. No solid fence shall be allowed which obstructs the free flow of light and air to adjacent properties.

   e. No fence shall be allowed in excess of 6 feet in height except that privacy fences around swimming pools, patios, and decks may be 7 feet in height. Privacy fences shall be allowed in back and side yards only. When a privacy fence is installed around a patio or deck it shall be immediately adjacent to the dwelling unit.

   f. No fence, nor any other obstruction including trees, bushes, and shrubs, shall be planted or constructed that obstructs sight or vision of passing motorists or in any way causes a dangerous or hazardous traffic condition.

   g. Fences may be permitted in the drainage easement, utility easement, or right of way providing the property owner signs a waiver of property damage claim agreement approved by the Manager or designee. The Village has the right, but not the obligation to abate any obstructions placed on or over the easement area. Any costs incurred by the Village, or its agents, and subcontractors, to abate the obstructions shall be paid for by the property owner. If the costs are not paid, a lien shall be placed on the property.

   h. Unless otherwise determined by the Public Works Department, any fence located in a drainage easement shall have 4 inches of clearance from the ground to allow the free flow of stormwater.

   i. In order to allow a property enclosed by a fence to be accessible to fire, police, and other emergency response personnel, or the Public Works Department, a gate shall be provided along all fence lines adjacent to public

streets. Said gates shall be a minimum of 36 inches in width, must not be locked, but may have a latch. All gates shall be mounted in such a manner that the gate swings back over private property and not over the public right-of-way.

j. The following fences are prohibited:

I. Barbed wire;

II. Electrified fences;

III. Chain link fences with slats;

IV. Snow fences;

V. Solid fences: A "stockade" type fence or a "butted board" shall be considered a solid fence unless the surface contains a minimum of ¾ inches of open space every lineal 6¾ inches, measured either vertically or horizontally along the fence surface. "Alternating board" and "basket weave" fences shall not be considered solid fences;

VI. Chicken wire fences;

VII. Masonry fences or walls; or

VIII. Plastic weave construction or landscape fences (unless required during permitted construction).

k. Any fence that has an unfinished side shall be erected so the unfinished side and supporting members face inward.

l. All fences shall require the application for and issuance of a building permit, and shall comply with the Village building codes.

m. Whenever a business or industrial use abuts a residential district or a residential use, the owner of said business or industrial property shall be required to erect and maintain a board on board fence of not less than 6 feet nor more than 7 feet in height to screen said business or industrial use from the residential district or residential use. A landscaped berm that forms a solid vegetated buffer may be used in lieu of a fence, if approved by the Village Board as part of a Planned Development.

n. Fence requirements for swimming pools are found in Chapter 23, Building Codes, of this Code.

2. **Front Yard Fences Old Town District**. Fences are permitted in front yards within the Old Town (Downtown), subject to the following:

a. **Height**. Height shall be measured from the average grade of the front yard. Fence posts shall not exceed 48 inches in height. In order to allow the incorporation of decorative features, caps or finials measuring up to 6 inches in height may be added to the fence posts. Fence materials between the posts shall be not less than 36 inches in height nor more than 42 inches in height.

b. **Degree of Openness**. Fences shall be at least 40 percent permeable by light and air when viewed perpendicular to the plane of the fence, and as determined by calculating the surface area of the slats, posts, bars, or other solid materials in relation to the effective surface area of the apertures. Any plantings located along the fence shall be maintained to prevent the plant materials from interfering with the specified degree of openness.

c. **Setback**. Fences shall be no closer to the street than the property line or 24 inches inside of the inner edge of the public sidewalk closest to the building, whichever provides the greater setback from the public right-of-way.

d. **Materials and Style**. Fences shall be constructed of wrought (forged) iron, cast iron, split rail, wrought or cast aluminum or PVC painted to resemble iron (replica aluminum) or wood, or sawn wood posts or wood pickets. Support posts may be made of the same material or of stone or masonry, and said posts shall not be greater than 24 inches in width. Posts greater than 12 inches in width shall be spaced at least 8 feet apart. In keeping with the historic flavor of the Old Town District, all iron or replica aluminum fences shall be ornamental in style, employing the use of such motifs as scrollwork, finials, or other decorative features. Plain, contemporary styles shall be prohibited. Wood fences shall be decorative in style and shall be painted and maintained. Chain link, wire, board-on-board, basket weave, stockade, or similar types of fence styles are not permitted in front yards. Fence colors shall be related naturally to their styles and be compatible with the architectural design of the building on the lot where the fence is to be erected. For safety reasons, no fence should have unshielded sharp points or finials.

e. **Construction**. Fences shall be erected so that all horizontal or vertical supporting members shall face inward.

3. **Corner Lot Side Yard Fences**. Exterior side yard fences shall be permitted in the R-1E, R-1, R-1A, R-2, R-3, and O-T zoning districts, subject to the following:

a. **Height**. Exterior side yard fences shall not exceed forty-two inches (42”) or seventy-two inches (72”) in height depending on the degree of openness. Height shall be measured from the average grade of the exterior side yard.

b. **Degree of Openness**. Exterior side yard fences that are up to forty-two inches (42”) in height shall be at least forty percent (40%) permeable by light and air when viewed perpendicular to the plane of the fence, and as determined by calculating the surface area of the slats, posts, bars, or other solid materials in relation to the effective surface area of the apertures. The height of an exterior side yard fence may be increased to seventy-two inches

(72”) if the degree of openness is a minimum of sixty percent (60%) permeable by light and air.

c. **Setback**. Exterior side yard fences shall be set back a minimum of 5 feet from the property line or 5 feet from the inner edge of the public sidewalk closest to the building whichever provides the greater setback from the public right-of-way.

d. **Materials and Style**. Exterior side yard fences shall be constructed of wrought (forged) iron, cast iron, split rail, wrought or cast aluminum or PVC painted to resemble iron (replica aluminum) or wood, or sawn wood posts or wood pickets or coated chain link. Support posts may be made of the same material or of stone or masonry. Board-on-board, basket weave, stockade, or similar types of fence styles shall not be permitted in exterior side yards. Fence colors shall be related naturally to their styles and be compatible with the architectural design of the building on the lot where the fence is to be erected.

4. **Variations**. See Section 21.17 herein.

E. **RETAINING WALLS**.

1. No retaining walls shall be constructed in Village easements or right of ways.

2. Mortar/concrete block is the recommended material for retaining walls. Retaining walls shall not be constructed of wood, timbers, or railroad ties.

3. Retaining walls less than 26 inches above the lower grade level shall be buried at least 6 inches below grade and do not require a site development permit.

4. Retaining walls 26 inches or more above the lower grade level shall be required to obtain a site development permit. Walls installed during mass grading will be reviewed with the grading permit. When possible, all retaining walls shall be installed at the time of mass grading. Walls installed after mass grading require a separate site development permit.

5. Plans for retaining walls 26 inches or more shall be stamped by a structural engineer to verify that the type of wall is appropriate for the specific location and the materials to be used are sufficient for the intended use.

6. Slopes of 2 to 1 or steeper shall warrant the use of retaining walls.

7. For safety purposes retaining walls over 4 feet above the lower grade level shall have a fence on top.

8. Retaining walls constructed more than 10 feet above the lower grade level shall be terraced to include a landscaped area to break up the wall.

F. **SWIMMING POOLS AND WATER GARDENS**.

1. No portion of a swimming pool or water garden or its equipment, including but not limited to a deck, patio, pump, filter, or walkway, shall be located less than 5 feet from property line.

2. Specific swimming pool barrier requirements are found in Chapter 23, Building Codes, of this Code.

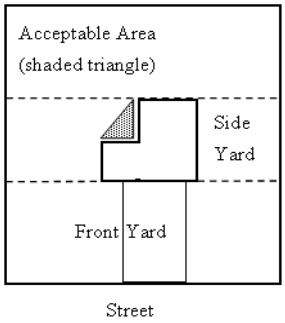
G. **GAZEBOS**.

1. If attached to the principal structure, either directly or via a deck, the gazebo shall conform to the setback requirements regulating the principal structure.

2. Setbacks for freestanding gazebos shall conform to those regulating accessory structures as defined in this Section.

3. The maximum height of a gazebo shall be 16 feet.

H. **SHEDS**.



1. The maximum size of a shed shall be 120 square feet (10' X 12').

2. Only one shed per lot shall be permitted.

3. The maximum height of a shed shall be 10 feet.

4. Sheds located in side yards shall meet the principal structure setbacks.

5. Moveable, plastic storage sheds or boxes, less than 100 cubic feet, shall be located in rear yards or the side yard if it does not project past the plane of the house and is not visible from the right-of-way. No building permit is required to install. No more than three per lot shall be permitted.

I. DETACHED GARAGES.

1. Detached garages shall not exceed the size of the principal structure in square feet or be greater than 725 square feet, whichever is more restrictive.

2. The height of a detached garage shall not exceed the height of the principal structure or be greater than 16 feet in height, whichever is more restrictive.

J. CHILDREN'S PLAYHOUSES.

1. The maximum height of a children's playhouse shall be 16 feet.

2. The maximum size of a children's playhouse shall be 120 square feet (10' X 12').

3. Children's playhouses are only permitted in the rear yard.

4. A building permit is not required for a playhouse; however it shall meet the applicable provisions of Chapter 23, Building Codes, of this Code.

K. **RECREATIONAL VEHICLES**. In all residential districts where parking facilities are incorporated, off-street storage of recreational vehicles and equipment shall be provided in accordance with the following requirements. (Refer to Chapter 23, Building Code, of this Code for specific information.)

1. Recreational vehicles shall be parked in a completely enclosed building in a lawful manner or on a hard surface of not less than 2 inches of asphalt or 4 inches of concrete.

2. Not more than two recreational vehicles shall be visible on a zoning lot.

3. Recreational vehicles shall be accessible to the host vehicle without either being maneuvered over grass, lawn, unpaved surfaces, or curbs.

4. Recreational vehicles may only be set up for maintenance purposes for a period not to exceed 48 hours.

5. Recreational vehicles shall be properly licensed and in good repair.

6. Recreational vehicles shall meet the height and weight requirements as set forth in Chapter 625 of the Illinois Compiled Statutes.

7. No part of any recreational vehicle shall be allowed to encroach into the right-of-way or public sidewalk.

8. Parking of recreational vehicle on public property is prohibited.

L. **PORTABLE STORAGE CONTAINERS.**

1. A building permit is required for portable storage containers on site for more than 14 days. The maximum permitted time is 90 days.

2. Portable storage containers are permitted only one time each calendar year.

3. Portable storage containers shall be placed on a paved surface.

4. Placement of portable storage containers on public property or encroaching on a public sidewalk is prohibited.

M. **TEMPORARY/SEASONAL VESTIBULES.**

1. A building permit is required.

2. A vestibule shall be a solid color to match the building.

3. No signage shall be permitted on the vestibule.

4. A vestibule shall only be allowed between November 1 and April 15.

5. Temporary/seasonal vestibules are not permitted on doorways with existing vestibules.

6. Vestibule shall comply with Chapter 23, Building Codes, of the Code.

Section 21.16
OFF-STREET PARKING AND LOADING

A. **PURPOSE**. The purpose of this Section is to alleviate or prevent congestion of the public streets and to promote the safety and welfare of the public by establishing minimum requirements for the off-street parking and loading and unloading of motor vehicles in accordance with the use of the property.

B. **GENERAL PROVISIONS, PARKING, AND LOADING**.

1. **Procedure**. An application for a building permit for a new or enlarged building, structure, or use shall include a plot plan, drawn to scale, and fully dimensioned showing any parking or loading facilities to be provided in compliance with the requirements of this Chapter.

2. Chapter 26, Site Plan and Development Review Requirements, of this Code shall be referred to for more specific parking requirements.

3. **Extent of Control**. The off-street parking and loading requirements of this Chapter shall apply as follows:

   a. All buildings and structures erected and land uses initiated after the Effective Date of this Chapter shall provide accessory off-street parking or loading facilities as required hereinafter for the use thereof, except that a building or structure for which a building permit has been issued prior to the Effective Date shall not be required to furnish additional parking or loading facilities to meet the requirements of this Section if construction is begun thereon within six months of the Effective Date and diligently prosecuted to completion.

   b. When a building or structure erected prior to or after the Effective Date shall undergo any decrease in number of dwelling units, gross floor area, seating capacity, number of employees, or other unit of measurement specified hereinafter for required parking or loading facilities, and further, when said decrease would result in a requirement for fewer total parking or loading spaces through application of the provisions of this Chapter, and there is no apparent existing parking problem as determined by the Zoning Administrator, parking and loading facilities may be reduced accordingly, provided that existing parking or loading facilities shall be decreased only when the facilities remaining would at least equal or exceed the parking or loading requirements resulting from application of the provisions of this Chapter to the entire building or structure as modified.

   c. When a building or structure shall undergo any increase in the number of dwelling units, gross floor area, seating capacity, or other unit of measurement specified hereinafter for required parking or loading facilities, and further, when said increase would result in a requirement for additional total parking or loading spaces through application of the provisions of this Chapter, parking and loading facilities may be increased

accordingly, provided that existing parking or loading facilities shall be increased so that the facilities would at least equal or exceed the parking or loading requirements resulting from application of the provisions of this Chapter to the entire building or structure as modified.

4. **Existing Parking and Loading Spaces**. Accessory off-street parking and loading spaces in existence on the Effective Date may not be reduced in number unless already exceeding the requirements of this Section for equivalent new construction in which event said spaces shall not be reduced below the number required herein for such equivalent new construction.

5. **Permissive Parking and Loading Spaces**. Nothing in this Section shall prevent the establishment of off-street automobile parking or loading facilities to serve any existing use of land or buildings, subject to full compliance with the provisions of this Section, unless on a lot adjacent thereto without authorization by the Village Board.

6. **Damage or Destruction.** Any building, structure, or use that is in existence and is a conforming use on the Effective Date and that subsequently shall be damaged or destroyed, less than 50 percent as determined by the Building Commissioner, by fire, collapse, explosion, or other cause may be reconstructed, re-established, or repaired with or without off-street parking or loading facilities, except that parking or loading facilities equivalent to any maintained at the time of such damage or destruction shall be restored or continued in operation. However, it shall not be necessary to restore or maintain parking or loading facilities in excess of those required by this Chapter for equivalent new construction.

7. **Tables for Required Parking and Loading**. Requirements governing the number and location of off-street parking and off-street loading facilities in relation to the use of property are established herein, or refer to Chapter 26, Site Plan and Development Review Requirements, of this Code.

C. ADDITIONAL REGULATIONS, PARKING.

1. **Use of Parking Facilities**. Off-street parking facilities accessory to residential use and developed in any residential district in accordance with the requirements of this Section shall be used solely for the parking of vehicles owned by occupants of the dwelling structures to which such facilities are accessory or by guests of said occupants.

   Under no circumstances shall required parking facilities accessory to residential structures be used for the parking or storage of commercial vehicles higher than class "B" license plates and shall not exceed a gross vehicle weight of 8,000 pounds, or for the parking of vehicles belonging to the employees, owners, tenants, visitors, or customers of business or manufacturing establishments.

2. **Joint Parking Facilities.** Off-street parking facilities for different buildings, structures, or uses, or for mixed uses, may be provided collectively in any zoning district in which separate parking facilities for each constituent use would be permitted, provided that the total number of spaces so located together shall not

be less than the sum of the separate requirements for each use. If joint parking facilities are provided for uses with different peak hours, than the parking requirements shall be decreased by 20 percent, or as approved by the Village Board.

3. **Control of Off-Site Facilities**. When required accessory off-street parking facilities are provided elsewhere than on the lot on which the principal use served is located, they shall be in the same possession, either by deed or long-term lease, as the property occupied by such principal use, and the owner shall be bound by covenants filed of record in the office of the Recorder of Deeds of the appropriate county requiring the owner and its heirs and assigns to maintain the required number of parking spaces during the existence of said principal use.

4. **Permitted Districts for Accessory Parking**. Accessory parking facilities provided elsewhere than on the same zoning lot with the principal use served may be located in any zoning district except as follows:

   a. No parking facilities accessory to an apartment use shall be located in the R-1 or R-2 Districts;

   b. No parking facilities accessory to any business or manufacturing use shall be located in a Residential District, except when authorized by a Special Use Permit approved by the Village Board as prescribed hereinafter.

5. **Nonresidential Parking in Residential Districts**. Accessory off-street parking facilities serving nonresidential uses of property may be permitted in the R-3 and R-4 Districts when authorized by a special use permit approved by the Village Board, subject to the following requirements in addition to all other relevant requirements of this Section:

   a. The parking lot shall be accessory to and for use in connection with one or more nonresidential establishments located in adjoining districts or in connection with one or more existing professional or institutional office buildings or institutions;

   b. Said parking lot shall be used solely for the parking of passenger automobiles;

   c. No commercial storage, repair work, or service of any kind shall be conducted on said parking lot;

   d. No sign of any kind, other than signs designating entrances, exits, and conditions of use, shall be maintained on said parking lot;

   e. The parking lot may be open from 7:00 A.M. to 9:00 P.M. and shall be closed at all other times, provided, however, that when supervised by one or more full-time attendants, the parking lot may be kept open until 12:00 midnight;

f. Each entrance to and exit from said parking lot shall be at least 20 feet distant from any adjacent property located in any residential district except where ingress/egress to the parking lot is provided from a public way or public alley separating the residential areas from the proposed parking lot;

g. In addition to the foregoing requirements, such parking lots shall conform to any further requirements and conditions as may be prescribed by the Village Board for the protection of properties adjacent to and in the vicinity of the proposed parking lot.

6. **Design and Maintenance**.

a. **Parking Space, Description.** A required off-street parking space shall be 9 feet wide by 18 feet long, exclusive of access drives or aisles, ramps, columns, landscaped areas, and work areas, accessible from streets or alleys or from private driveways, or aisles leading to streets or alleys, and to be used for the storage or parking of passenger automobiles or commercial vehicles under 1½-ton capacity.

Requirements for Aisle Widths	
Parking Angle (Degrees)	Aisle Width (Feet)
90	24
75	22
60	18
45	13.5

b. **Measure of Space.** When determination of the number of required off-street parking spaces results in a requirement of a fractional space, any fraction shall be rounded up to a complete parking space.

c. **Access.** Parking facilities shall be designed with appropriate means of vehicular access to a street or alley in such a manner as will least interfere with the movement of traffic. No parking lot driveway or curb cut in any district shall exceed 35 feet in width.

d. **Signs.** No signs shall be displayed in any parking area within any residential district except such as may be necessary for the orderly use of the parking facilities.

e. **Surfacing.** All open off-street parking areas shall be improved with an asphalt or concrete surface in accordance with Village ordinances.

f. **Wheel Stops.** No wheel stop shall be permitted in parking lots unless approved by the Village Board as part of a planned development.

g. **Screening and Landscaping.** Parking lot screening and landscaping shall comply with Chapter 30, Landscaping Code, of this Code.

h. **Lighting.** Any lighting used to illuminate an off-street parking area shall conform to lighting standards in Chapter 26, Site Plan and Development Review Requirements, of this Code.

i. **Special Use Public Parking Areas.** Any vehicle parking area developed for transient trade and not accessory to specific main uses or groups of uses for which parking is required by this Chapter, shall be treated as a special use permit as allowed in accordance with the provisions of Section 21.12 herein by the Village Board.

D. ADDITIONAL REGULATIONS, LOADING.

1. **Loading Berth, Description**. An off-street loading berth shall be a hard-surfaced area of land, open or enclosed, other than a street or a public way, used principally for the standing, loading, or unloading of motor trucks, tractors, and trailers to avoid undue interference with the public use of streets and alleys. A required loading space shall be not less than 10 feet in width, 45 feet in length and 14 feet in height, exclusive of access aisles and maneuvering space, except as otherwise specifically dimensioned hereafter.

2. **Location**. No permitted or required loading berth shall be closer than 50 feet to any property in a residential district unless completely enclosed by building walls. A loading berth may be located closer than 50 feet to a residential district if fencing or a berm with landscaping is approved by the Village Board as part of a planned development. No permitted or required loading berth shall be located within 25 feet of the nearest point of intersection of any two streets.

3. **Measurement of Berth**. When the determination of the number of required off-street loading berths results in a requirement of a fractional berth, any fraction up to and including one-half shall be disregarded, and fractions over one-half shall be interpreted as one loading berth.

4. **Surfacing**. All open off-street loading berths shall be improved with asphalt or concrete in accordance with Village ordinances.

E. LOCATION OF PARKING AREAS.

1. **Extent of Control**. Off-street vehicle parking facilities shall be located as hereinafter specified; where a distance is specified, such distance shall be walking distance measured from the nearest point of the parking area to the nearest entrance of the building that said parking area is required to serve.

2. For one- and two-family dwellings on the same lot with the buildings they are required to serve.

3. For three- and four-family dwellings not over two stories in height, on the same lot or parcel of land as the building they are required to serve. For the purpose of

this requirement, a group of such uses constructed and maintained under single ownership or management shall be assumed to be on a single lot or parcel of land.

4. For apartment houses containing four or more dwelling units on the same lot or parcel of land as the building they are required to serve, or on a separate lot or parcel of land not more than 300 feet from the nearest entrance to the main building being served, provided the lot or parcel of land selected for the parking facilities is located in a R-5 District or a less restricted district.

5. For uses other than those specified above, off-street parking facilities shall be provided on the same lot or parcel or land as the main building being served, or on a separate lot or parcel of land not more than 1,000 feet from the entrance of the main building, measured from the nearest point of the parking area, provided the separate lot or parcel of land intended for the parking facilities is located in the same district as the principal permitted use or in a less restricted district.

F. SCHEDULE OF MINIMUM PARKING REQUIREMENTS.

1. For single-family dwellings, two parking spaces.

2. For two- or more family dwellings, two parking spaces for each family dwelling unit.

3. For all other uses see Chapter 26, Site Plan and Development Review Requirements, of this Code.

Section 21.17
ADMINISTRATION

A. ZONING ADMINISTRATOR. The Zoning Administrator shall be responsible for the interpretation of the Zoning Ordinance. The Manager shall designate the Zoning Administrator.

B. ZONING ENFORCING OFFICER. The Building Commissioner is the Zoning Enforcing Officer and shall be responsible for the enforcement of the requirements in this Chapter.

C. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

1. **Building Permit**. No building or structure shall hereafter be erected or structurally altered until a building permit has been issued by the Building Commissioner stating that the building or structure and use of land comply with the regulations of this Chapter and all building, health laws and ordinances of the Village.

   All applications for building permits shall be submitted in accordance with Chapter 23, Building Codes, of this Code. A careful record of such applications and plats shall be kept in the office of the Building Commissioner.

2. **Certificate of Occupancy**. No building or structure hereafter erected or structurally altered shall be occupied and used until the Building Commissioner has issued a Certificate of Occupancy. The Certificate of Occupancy shall be issued only after the Building Commissioner makes a finding that the building or structure has been erected or structurally altered in conformance with the provisions of this Chapter and other health and building laws and in accordance with a building permit.

   Application for a Certificate of Occupancy shall be coincident with the application for a building permit and shall be issued within 10 days after the erection and alterations of such building have been satisfactorily completed. A record of all certificates shall be kept on file in the office of the Building Commissioner.

D. PLANNING AND ZONING COMMISSION. Refer to Chapter 18 of this Code.

E. VARIATIONS. Petitions for variations from this Chapter shall come before the Planning and Zoning Commission before being considered by the Village Board.

1. **Standards**. When evidence in a specific case shows conclusively that literal enforcement of any provision of this Chapter would result in a practical difficulty or particular hardship because of unusual surroundings or condition of the property involved, or by reason of exceptional narrowness, shallowness, or shape of the zoning lot, or because of unique topography, underground conditions, or other unusual circumstances, the Planning and Zoning Commission may determine and vary the application of the provision and the Village Board may grant, by ordinance, a variation to permit relief from any provision relating to the construction or alteration of buildings or structures.

The property owner's desire to build an accessory structure in a location only possible via a variation is not grounds for a variation if the improvement may be made elsewhere on the property without a variation. A reasonable alternative may include modifying the plans of the proposed structure, such as making it smaller than desired.

Before recommending any variation, the Planning and Zoning Commission shall first determine and record its finding that the evidence justifies conclusions that the proposed variation (a) will not impair an adequate supply of light and air to adjacent property, (b) will not unreasonably diminish the values of adjacent property, (c) will not unreasonably increase congestion in the public streets or otherwise endanger public safety, and (d) is in harmony with the general purpose and intent of this Chapter. Where the evidence is not found to justify such conclusions, that fact shall be reported to the Village Board with a recommendation that the variation be denied.

2. **Conditions**. The Planning and Zoning Commission may recommend, and the Village Board in granting any variation, may impose such conditions or restrictions that appear necessary to minimize possible detrimental effects of such variation upon other properties in the neighborhood. Conditions regarding time limitations, and limited to current property owner, may be placed on the variation, provided the conditions are related to the hardship.

Section 21.18
PUBLIC HEARINGS

A. **PUBLIC HEARING NOTICE**. Within a reasonable time following receipt of all papers and documents relating to an appeal, an application for special use or, a planned development, or a petition for an amendment of the regulations or zoning district boundaries established by this Chapter, there shall be published in the official newspaper (*Northwest Herald* or *Daily Herald*) a notice of the time and place of the public hearing thereon. Such notice shall be published not less than 15 days nor more than 30 days before the hearing date and shall contain (i) the common street address or addresses and (ii) the property index number ("PIN") or numbers of all the parcels of the real property contained in the affected area, (iii) the approximate size of the property in acres, or square feet if under an acre, and (iv) a brief description of the nature of the matter to be heard.

Notice shall also be mailed to the individuals who last paid taxes on the property adjacent to the subject property of the petition (exclusive of rights-of-ways). Said notices shall be mailed, by certified mail (with return receipt), by the petitioner/applicant, not less than 15 days or more than 30 days before the hearing date. All return receipts shall be submitted to the Community Development Department prior to the public hearing.

In addition to the other notices provided for herein, the petitioner/applicant shall post notice of said hearing by the erection of a sign, to be provided by the Village, on the subject property for a period of not less than 15 continuous days immediately preceding the date of the hearing and not more than 30 days before the date of the hearing. The required sign shall be posted in a conspicuous place allowing unobstructed public viewing.

B. **ACTION BY VILLAGE BOARD.** Upon receipt of a recommendation(s) from the Planning and Zoning Commission, the Village Board may adopt with or without modification, reject, or deny the report and recommendations of the Planning and Zoning Commission, or may refer any matter back to the Planning and Zoning Commission for further consideration. Any proposed variation that fails to receive the approval of the Commission shall require a favorable two-thirds vote of all trustees on the Village Board. Approval by the Planning and Zoning Commission is defined as four affirmative votes.

Approval of proposed amendments, planned developments, special uses, and variations shall be by an ordinance.

C. **TIME LIMIT.** No order for a variance permitting the erection or alteration of a building or structure shall be valid for a period longer than six months, unless such use is established within such period, provided, however, that where such use permitted is dependent upon the erection or alteration of a building, such order shall continue in force and effect if a building permit is obtained within such period and the erection or alteration is started and proceeds in accordance with such permit.

Section 21.19
AMENDMENTS

A. **INITIATION**. The regulations imposed and the zoning districts hereby created may be amended from time to time by ordinance, but no such amendments shall be made without a public hearing before the Planning and Zoning Commission. Amendments may be proposed by the Village Board, Planning and Zoning Commission or by petition of any owner of property in the Village, filed with the Community Development Department and accompanied by the required filing fee.

B. **PROTESTS.** In the event that a written protest against any amendment is filed with the Village Clerk and is signed and acknowledged by the owners of 20 percent of the frontage immediately adjoining or across a street or alley there-from, or by the owners of 20 percent of the frontage proposed to be altered, or by the owners of 20 percent of the frontage directly opposite the frontage proposed to be altered, such amendment shall not be passed except by a favorable two-thirds vote of all trustees on the Village Board then holding office. In such cases, a copy of the written protest shall be served by the protestor or protestors on the petitioner for the proposed amendments and a copy upon the petitioner's attorney, if any, by certified mail at the address of such petitioner and attorney shown on the petition for the proposed amendment.

C. **RESUBMISSION.** If the Village Board rejects a proposed text or map amendment, it or one substantially similar may not be resubmitted within 12 months of the date of rejection.

D. **PLANNED DEVELOPMENT PERMIT.** Any person entitled to file an application for a zoning amendment may contemporaneously file an application for a planned development or special use permit. A single notice and hearing may be used for such joint application. The Planning and Zoning Commission shall make specific findings of fact with respect to each application and shall make its recommendations both on the application for the amendment and on the application for the planned development or special use permit. The Village Board shall make separate decisions on both applications, with the decision on the application for the planned development being governed by the provisions of Section 21.11 herein. If, during the course of a hearing on an application for an amendment reclassifying specific property to a different district, the applicant's representations or evidence tend to show that the proposed development would constitute a planned development as defined in Section 21.11 herein, the Planning and Zoning Commission may, on its own motion, treat the application as a joint application pursuant to this Section, for both the amendment requested and for the grant of a planned development permit. Such joint application shall be handled according to the procedures specified herein. In such a case, the previously published notice of the hearing on the application for amendment shall be deemed to have constituted notice that an application for a planned development was requested, provided, however, that no application which grants any use exceptions pursuant to Section 21.11 herein shall be granted unless the previously published notice specifically indicated that such planned development permit might be granted, or unless the Planning and Zoning Commission orders an additional notice and hearing pursuant to Section 21.11. The provisions of Section 21.11 shall be printed on every application for an amendment.

Section 21.20
INTERPRETATION, PURPOSE, AND CONFLICT

In interpreting and applying the provisions of this Chapter, the provisions shall be held to be the minimum requirements for the promotion of the safety, health, convenience, comfort, prosperity, and general welfare. It is not intended by this Chapter to interfere with, abrogate, annul, or repeal any ordinances, rules, or regulations previously adopted, and not in conflict with any of the provisions of this Chapter or that shall be adopted pursuant to law relating to the use of buildings or premises, nor is it intended by this Chapter to interfere with or abrogate or annul any easements, covenants, or other agreements between parties, except that where this Chapter imposes a greater restriction upon the use of land, buildings, or premises, or upon the height of buildings, or requires larger open spaces than are imposed or required by such other ordinances, or such other easements, covenants, or agreements, the provisions of this Chapter shall control.

Section 21.21
FEES

Fees pertaining to petitions for zoning amendments, special use permits, certificate of compliance, variation and for appeals to the Commission shall be established by action of the Village Board from time to time. Such fees shall be paid to the Village Clerk. A receipt shall be issued for all fees received. The petitioner/applicant shall, in addition to such fees, be responsible for the cost of any required publications and such as fees charged by the Village hired professionals, such as land planners or consultants, attorneys and engineers, and court reporter, if required, regarding any petition for zoning amendments, special use permits, certificates of compliance, variations, annexation, and planned developments. This Section shall not be applicable for Village initiated petitions. Refer to Appendix B of this Code for a specific list of fees.

Section 21.22
VIOLATIONS; PENALTY

Unless otherwise stated in this Chapter, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Chapter shall be fined pursuant to Appendix B of the Code for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

For any violation of the conditions of a Planned Development, a daily fine, found in Appendix B of the Code, shall be charged per violation until the violation is corrected. The Village shall notify the property owner in writing of the violation and the property owner shall have one day to correct the violation before a fine is charged.

For any violation of the conditions of a Special Use Permit, a daily fine, found in Appendix B of the Code, shall be charged per violation until the violation is corrected. Each day that a violation continues shall be considered a separate offense. The Village shall notify the property owner in writing of the violation and the property owner shall have one day to correct the violation before a fine is charged.

Any person accused of violating the provisions of this Chapter may settle and compromise the claim against him or her for said violation as follows:

1. Any person who receives a notice of violation in lieu of a citation to appear in court may avoid a court appearance by showing proof, within 10 days of receipt of notice, that the violation or violations have been corrected and the fine paid.

2. Proof of the correction may be shown by appearing in person at the office of the Building Commissioner.

3. A receipt shall be issued for all money so received.

The Building Commissioner is hereby authorized to refrain from instituting a prosecution for the alleged violation for which an administrative fee has been paid and proof of correction shown.

Failure to pay the administrative fee and correct the violation within 10 days will result in a referral of the matter to the 22nd Judicial Circuit Court of McHenry County, or in the alternative, may be processed through the Village's administrative adjudication process. If the violation is referred to the Circuit Court, the violator will be subject to the procedures and increased penalties as set forth in the Village codes and ordinances.

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 12, 2026

SUBMITTED BY: Patrick Knapp, AICP, Community Development Director
Nadim Badran, Deputy Village Manager/Director of Public Works

DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance Amending Appendix A: Definitions, Appendix B: Penalty, Salary, Bonds, and Fees, Chapter 22: Subdivision Regulations, Chapter 23: Building Codes, Chapter 26: Site Plan and Development Review Requirements, Chapter 29: Sign Code and Chapter 31: Business Regulations

ACTION REQUESTED:

Village of Algonquin staff is requesting text amendments to the Village Code with the intent to modernize definitions, clarify existing regulations, and introduce new standards to address evolving land uses, emerging technologies, and operational issues identified by staff. A Zoning Code update under another Committee of the Whole agenda item will separately addresses amendments to the Zoning Code.

DISCUSSION:

Appendix A: Definitions

- reorder Building definition to be alphabetical and updated the definition to match the definition in the zoning code
- combine Building Commissioner definitions
- delete extra Building Commissioner definition
- define Vehicle Impact Protection Device

Appendix B: Penalty, Salary, Bonds, and Fees

- reorder and clarify fee for Seasonal outside sales permit, temporary outside sales permit
- add Site Development Permit Violation from Chapter 26
- clarify fee for Zoning Violation, Planned Development Violation, and Special Use Violation
- reorder Sign Permit Fees, Confiscated Signs, Storage, Penalties for Erecting Off-Site Subdivision Identification Sign, and add a fee for Ground and Freestanding Sign Panels
- reorder License Fee: Public Event, Entertainments
- simplify the fee for a Certification of Occupancy, non-residential
- add Certificate of Completion and include at no fee as this will be automatically generated

- update the Temporary Certificate of Occupancy, non-residential to have the ability to have a longer duration if sought in the winter months
- update the Temporary Certificate of Occupancy, non-residential extension to increase each with each extension
- remove Christmas Tree sales lot as this is now defined as a Seasonal outside sales permit, temporary outside sales permit
- change Special event (fair, carnival, sidewalk/outdoor sales) to only read Public event
- update the required Construction Escrow to match a 2025 code amendment

Chapter 22: Subdivision Regulations

- update Driveway definition to match new definition in Zoning Code amendment
- update and clarify Driveway Approach design requirements to match existing design guidelines and Public Works requirements

Chapter 23: Building Codes

- update referenced International Energy Conservation Code from 2021 to 2024 as required by the State

Chapter 26: Site Plan and Development Review Requirements

- clarify that one- and two-family dwellings that are not part of a larger Site Development Permit, need an individual Site Development Permit
- clarify that a fraction of a Parking Space is rounded up
- remove requirement that extra Parking Spaces shall be permeable pavement as this requirement is tied to available stormwater facilities
- remove the word "Guidelines" from the Off-Street Parking Requirements table
- relocate Access to street of alley requirements from Zoning Code
- remove Seasonal Outdoor Sales as it is already located in Zoning Code
- relocate Surface requirements from Zoning Code
- combine Barrier Curb language from Chapter 26 and Zoning Code
- add Residential Driveway standards that match current guidelines and handouts
- add Vehicle Impact Protection Device requirments and standards
- add material dimensions as a required element of building elevation submittals
- update special standards for Commercial buildings to match Zoning Code
- clarify special standards for Metal

Chapter 29: Sign Code

- update Menu Board standards to include multi-lane drive-throughs

Chapter 31: Business Regulations

- change the application requirements for a Public Event to meet realistic application, review, and approval timeline. Can be less, but code warns that failure to do so may result in denial.

    - 60 days for basic events
    - 90 days for events requiring police protections, street closures, and serving/selling liquor
- remove filing fee from this chapter and reference Appendix B for the actual fee
- remove outdated reference to temporary use permit
- remove electrical permit fee from this chapter and reference Appendix B for the actual fee
- add Police Detail Request Form as a possible requirement

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Text Amendment to Appendix A: Definitions, Appendix B: Penalty, Salary, Bonds, and Fees, Chapter 22: Subdivision Regulations, Chapter 23: Building Codes, Chapter 26: Site Plan and Development Review Requirements, and Chapter 31: Business Regulations, as outlined in Exhibit A.

ATTACHMENTS:

- Exhibit A Red-lined Text Amendments

Building: Any structure (or group of structures in condominium developments) with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are not communicating doors, windows, or openings; and which is designed or intended for the shelter, enclosure, or protection of persons or animals. ~~Any residential or nonresidential support, shelter or enclosure of persons, animals or movable property of any kind, and which is permanently affixed to the land.~~

Commented [PK1]: Match Zoning Code Definition

Building Commissioner: That person appointed by the Manager as the Building Commissioner for the Village pursuant to Section 3.05 of this Code. Building Commissioner is also synonymous with Building Inspector, Building Official and Building and Zoning Officer. Building Commissioner shall also mean the Building Commissioner's designee.

Commented [PK2]: From duplicative definition

Buttocks: The area at the rear of the human body (sometimes referred to as the gluteus maximus) which lies between two imaginary straight lines running parallel to the ground when a Person is standing, the first or top such line being one-half inch below the top of the vertical cleavage of the nates (i.e., the prominence formed by the muscles running from the back of the hip to the back of the leg) and the second or bottom such line being one-half inch above the lowest point of the curvature of the fleshly protuberance (sometimes referred to as the gluteal fold), and between two imaginary straight lines, one on each side of the body (the "outside lines"), which outside lines are perpendicular to the ground and to the horizontal lines described above and which perpendicular outside lines pass through the outermost point(s) at which each nate meets the outer side of each leg. Notwithstanding the above, buttocks shall not include the leg, the hamstring muscle below the gluteal fold, the tensor fasciae latae muscle or any of the above-described portion of the human body that is between either (i) the left outside perpendicular line and the left outside perpendicular line or (ii) the right inside perpendicular line and the right outside perpendicular line. For the purpose of the previous sentence the left inside perpendicular line shall be an imaginary straight line on the left side of the anus (i) that is perpendicular to the ground and to the horizontal lines described above and (ii) that is one-third of the distance from the anus to the right outside line. (The above description can *generally* be described as covering one-third of the buttocks centered over the cleavage for the length of the cleavage.) *98-O-32*

~~**Building**: Any residential or nonresidential support, shelter or enclosure of persons, animals or movable property of any kind, and which is permanently affixed to the land.~~

Commented [PK3]: Moved to be alphabetical

~~**Building Commissioner**: The Village Building Commissioner pursuant to Section 3.05 of this Code. Building Commissioner shall also mean the Building Commissioner's designee.~~

Commented [PK4]: Duplicative

Cellar: A portion of a building located partly or wholly underground and having half or more than half of its clear floor to ceiling height below grade.

Chapter: When "Chapter" appears within a chapter of this Code, it means that particular chapter.

Charitable Organization: An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefits upon the public.

Street Trees: Trees, shrubs, bushes and all other woody vegetation located within any Village street, alley or other public right-of-way. *96-O-72*

Subdivision Code: Chapter 22 of this Code.

Supplied: Paid for, installed, furnished or provided by and under the control of the owner or operator at its own expense.

This Code: The Algonquin Municipal Code.

Topping: The severe cutting back of limbs of a tree to stubs larger than three inches in diameter within the tree's crown, and shall mean such cutting as would remove the tree's normal canopy and disfigure the tree. *96-O-72*

Treasurer: The duly appointed Treasurer of the Village pursuant to Section 3.02 of this Code.

Underage: Any person under 18 years of age, the legally minimum age at which one can purchase or view adults-only items. (Statutory Reference: 720 ILCS 5/11-20) *98-O-30*

Vehicle: A machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners or slides and transport persons or property or pull machinery and shall include, without limitation the following: abandoned vehicle, antique vehicle, automobile, camping trailer, derelict vehicle, house trailer, junk vehicle, motorcycle, motor driven cycle, mini motor home, motor carrier, motor home, motorized pedalcycle, motor vehicle, off-highway motorcycle, passenger car, recreational vehicle, road tractor, semitrailer, special hauling vehicle, specially constructed vehicle, stinger-steered semitrailer, street rod, tank vehicle, tow truck, trailer, travel trailer, truck camper, trickster, truck tractor and van camper. *Amended, 2007-O-15*

Vehicle Impact Protection Device: Devices used to safeguard pedestrians, buildings, and building occupants from motor vehicles.

Veterans Organization: An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

Video gaming terminal or **video gaming device**: Any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only. (Statutory Reference: 230 ILCS 40/5). *16-O-35, amended 23-O-21*

Video gaming café: An establishment whose primary or a major focus of the establishment is video gaming and the service of alcohol; food is secondary to the operation of video gaming. The

Section	Purpose	Dollar Amount[1]
11.03-A	Towne Park Group Activity, Resident Permit Fee	$200
11.03-A	Cornish Park, Riverfront Park, Hill Climb Park, Stoneybrook Park Group Activity, Resident Permit Fee	$125
11.03-B	Presidential Park Group Activity – Hourly Field Rental for Fields A or C, Resident Permit Fee	$45
11.03-B	Presidential Park Group Activity – Hourly Field Rental for Field B-Championship Field, Resident Permit Fee	$60
11.03-B	Presidential Park Group Activity – Daily Tournament Rental for 3 Fields, Resident Permit Fee	$500
11.03-C	Parks and Presidential Group Activity, Deposit	$125
11.03-C	Presidential Field Group Activity Tournament Rental Deposit	$500
11.03-D	Towne Park Group Activity, Non-Resident Permit Fee	$325
11.03-D	Cornish Park, Riverfront Park, Hill Climb Park, Stoneybrook Park Group Activity, Non-Resident Permit Fee	$250
11.03-D	Presidential Park – Hourly Field Rental for Fields A or C, Non-Resident Permit Fee	$65
11.03-D	Presidential Park Group Activity – Hourly Field Rental for Field B-Championship Field, Non-Resident Permit Fee	$80
11.03-D	Presidential Park Group Activity – Daily Tournament Rental for 3 Fields, Non-Resident Permit Fee	$650
11.04	Alcoholic Liquor in Parks, Permit Fee	$50
11.08	Preservation and regulation of Natural Areas	$100/1,000
12.06	Leaving or Abandoning Vehicles	$200 minimum
12.10	Illicit Discharge of Non-Stormwater Substances	$100/1,000
13.02-H	Curbside Solid Waste and Recycling Collection, penalty	$1,000 maximum
13.08-B1	Commercial scavenger license	$1,000
13.08-E	Commercial scavenger bond	$10,000
13.08-E	Commercial Scavenger, penalty	$500
14.01-10	Dogs and Other Animals	$50/1,000
14.04	Permit, horse drawn carriage	$50 per day
18.01-F	Compensation, Per Diem	
	Chairman	$40
	Members	$35
21.9-B	Seasonal outside sales permit, temporary outside sales permit	$50 per day, $175 maximum per permit
21.13	Watershed Protection Fee	$250/residential unit and $100 per 10,000 square feet of commercial /industrial building
21.22	Zoning Violation	$500 per day maximum~~$25/200~~
21.22	Planned Development Violation	$500 per day maximum
21.22	Special Use Violation	$500 per day maximum
24.23	Effect of Noncompliance	$35/1,000
26.07	Site Development Permit Violation	First offense $100 to $1,000 per day, Subsequent offenses $500 to $1,000 per day
29.16-B	Sign Permit Fees	

Commented [PK1]: Moved from another location in Appendix B. Clarified maximum fee.

Commented [PK2]: From Chapter 26

Section	Purpose	Dollar Amount[1]
	Ground and Freestanding Signs	$75 base permit fee plus $2 per square foot of sign face
	Ground and Freestanding Sign Panels	$75 per monument sign
	Wall and Projecting Signs	$75 per sign
	Illuminated Signs	$60 electrical permit fee per sign
	Temporary Signs and Flag Poles	$40 per sign or flag pole
29.17-E	Confiscated Signs, Storage	$25 per sign
29.17-G	Penalties for Erecting Off-Site Subdivision Identification Sign	$500 per sign
29.~~16~~18	Sign Variation, Review Fee	$~~100~~600
31.01-G	License Fee, Bill Posting, etc.	$25 per day
31.02-B	License Fee, Auctioneer	$25
31.03-B	License Fee, Motion Picture Theater	$500 per screen per year
31.04	License Fee: Public Event, Entertainments	$95 per day
31.05-B	License Fees:	
	Each Billiard or Pool Table	$25
	Each Bowling Alley	$25 per lane
	Each Shooting Gallery	$30 per station
31.05-B1	License Fee, Each Electronic Amusement Device	$120
31.05-B2	License Fee, Each Electronic Amusement Device	$50
31.06-C	Vending Machine, each	$12
31.06-C	Tobacco Vending Machine, each	$30
31.07-I	Raffles, Penalty	$50/1,000
31.09-C	Massage establishment license fee	$250
31.09-Q	Massage establishment penalty	$1,000 minimum
31.11-E	Garage/Yard Sales, Penalty	$25/1,000
31.12	Ammunition and Firearms	$100/1,000
34.03	Solicitor, Registration Fee	$25 per day
35.14	Bicycles, Penalty	$1,000 maximum
38.05	Emergency energy plans, fine	$2,500/10,000
39.04(F)	Application fee for permits to work in the right of way (unless otherwise provided by franchise, license or similar agreement) and excepting small cell devices which are addressed in Section 39.24	fee based on actual review costs incurred by the Village
39.24(C)(4)(a)	Application fee to collocate single small wireless facility on existing utility pole or wireless support structure	$650
39.24(C)(4)(a)	Application fee for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.	$350
39.24(C)(4)(b)	application fee for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.	$1000
41.01	§11-1301.3, Unauthorized use of parking places reserved for persons with disabilities	$500
41.01-B	Traffic Regulations, Fine	$750/2,500
41.04	Parking of Boat Trailers	$25
41.09-C	Turning Restrictions, Penalty	$1,000, maximum

Commented [PK3]: Fee was not previously called out separately.

Commented [PK4]: $600 will match the minimum Zoning submittal fee. Will cover materials and staff time.

Commented [PK5]: Moved from another location in Appendix B.

Over 500 heads	$980 plus $1.10 per each additional head
Additions and alterations to existing sprinkler system	50% of new installation; $85.00 minimum
Residential one-family detached & attached sprinkler system	$190.00
Complete fire alarm system, new installation	$0.215 per square foot of building area; $200 minimum
Partial fire alarm system or alteration of existing alarm system	$0.011 per square foot of building area; $200 minimum
Commercial hood & duct suppression	$200.00 per hood
Fee for fire protection system reviewed by consultant	Equal to 10% of the invoiced review fee; $85.00 minimum

Plan Examination:

New one-family detached & attached	$95.00 dwelling unit
Residential one-family addition, alteration, Remodeling	10% of the permit fee, calculated per Section 23.23.A.1; $45.00 minimum
Non-residential additions, alterations, remodeling	10% of permit fee, calculated per Section 23.23.A.2; $85.00 minimum
New buildings:	
1-60,000 cubic feet	$375
60,001-80,000 cubic feet	$450
80,001-100,000 cubic feet	$500
100,001-150,000 cubic feet	$575
Over 150,000 cubic feet	$750 + $7.50 per each additional 10,000 cubic feet or fraction thereof
Mechanical Code review	25% of Building Code review fee; $95 minimum
Plumbing Code review	25% of Building Code review fee; $95 minimum
Electrical Code review	50% of Building Code review fee; $95 minimum
Accessibility Code review	25% of Building Code review fee; $95 minimum
Building plans reviewed by consultant	Equal to the invoiced review fee plus $50.00

Miscellaneous:

Certificate of Occupancy, one-family detached & attached	$75.00 dwelling unit
Certificate of Occupancy, non-residential	~~$20.00 per 1,000 square feet of area or fraction thereof; minimum $100.00~~$100
Certificate of Completion	No Fee
Temporary Certificate of Occupancy, residential one-family	$100.00 per dwelling unit
Temporary Certificate of Occupancy, non-residential	$200.00 for the first $90 days, $50 per month for each additional month
Temporary Certificate of Occupancy, non-residential extension	$100 for 30 days, subsequent 30 day extensions increase $100 for each extension

~~Christmas Tree sales lot~~	~~$175.00 per season~~
Deck, gazebo, dock/pier	$85.00 for the first 150 square feet of area plus $20 for each additional 150 square feet of area or fraction thereof.
Demolish or relocate entire residential one-family detached structure	$300.00
Demolish or relocate entire non-residential structure	$500.00
Limited demolition, residential one-family detached & attached	$40.00
Limited demolition, non-residential	$85.00
Elevator, escalator, dumbwaiter	$300.00 per car or escalator
Biannual elevator inspection	$75.00
Fence, dog run	$45.00
Fireplace	$45.00
Patio (concrete or pavers)	$45.00
Public walk, private walk, approach, driveway	$45.00
Roofing, new & re-roof, residential one-family	$45.00 per dwelling
Roofing, new & re-roof, non-residential	$1.50 per 100 square feet of roof area or fraction thereof; $85.00 minimum
Window, door replacement	$10.00 per window; minimum $45.00
Storage shed	$45.00
Shipping container for temporary storage	On site over 14 consecutive days and no more than 90 consecutive days, $150.00
Hot tub, spa	$45.00
Storable, temporary swimming pool	$45.00 per season
On-ground swimming pool	$150.00
In-ground swimming pool	$300.00
Telecommunication/data transmission freestanding tower	$750.00
Telecommunication/data transmission antenna	$150.00 per antenna
Fuel dispensing tank installation	$0.11 per gallon capacity of tank; $150. Minimum
Underground storage tank removal	$95.00 per tank
Temporary structure	$150.00 for the first 90 days plus $50.00 for each additional 30 days or fraction thereof
~~Special~~ Public event ~~(fair, carnival, sidewalk/outdoor sales)~~	$95.00 per day
Reinspection	$45.00 per inspection
Permits, miscellaneous	
Permit extension (Note: All requests for a permit extension shall be made in writing.)	
First 6-month extension	25% of permit fee; $45 minimum
Second 6-month extension	50% of permit fee; $45 minimum
Third 6-month extension	100% of permit fee; $45 minimum

Commented [PK6]: Move cell to 21.9-B to be sequential. Rename permit type to include many types of outdoor sales permits.

Commented [PK7]: Moving above to be sequential.

Withdrawn permit	In the event a permit application is reviewed, approved and issued, and the work for which the permit was issued has not been started within six months of issuance, the permit shall be voided. If a permit is withdrawn by the applicant or is revoked or voided by the Village, a portion of the permit fee may be refunded pursuant to a written request from the applicant, the plan review portion of the permit shall be retained by the Village and not refunded, and in no case shall the amount retained be less than $45.
Work performed without a permit	Penalty of 100% of the permit shall be added to the cost of a permit if construction is started without first obtaining an approved permit.

Chapter 25, Escrow Fee Requirements:

Matter	**Escrow Sum**
Zoning variation	$3,000
Special use permit (other than planned development)	$3,000
Rezoning of Property	$3,000
Annexation of Property	$3,000
Planned Development/Subdivision	
Less than 1 acre (PUD only)	$6,000
1 acre, up to 5 acres	$8,000
5 acres, up to 10 acres	$10,000
10 or more acres	$12,000
Subdivision or Consolidation:	
Less than 1 acre	$3,000
Construction/Development:	
3-4% of the Village Engineer's estimated cost of public and private improvements.	
In the event a petitioner is seeking more than one action, such as annexation and zoning, only the higher escrow fee shall be paid.	

Chapter 26, Development Review Fees:

Single Lot Residential Request		$600
Annexation, Amendment to the Zoning Ordinance, Appeal, Variation, Zoning and Special Use		$600
Plat of Subdivision	Up to 2.0 acres (flat fee)	$500
	Each additional acre or part thereof above 2.0 acres	$25/acre
Residential Planned Development and Planned Development Amendment	Up to 2.0 acres (flat fee)	$1,000
	Each additional acre or part thereof above 2.0 acres up to 50.0 acres	$25/acre
	Each additional acre above 50.0 acres	$10/acre
Non-Residential Planned Development and Planned Development Amendment	Up to 2.0 acres (flat fee)	$900
	Each additional acre or part thereof above 2.0 acres up to 50.0 acres	$20/acre
	Each additional acre above 50.0 acres	$10/acre

~~**Chapter 29, Sign Code:**~~

~~Type~~	~~Fee~~
~~Section 29.16-B, Permit Fees~~	

Commented [PK8]: Moved in to above table to be sequential and remove duplications in Appendix B

~~Ground and Freestanding Signs~~	~~$75 base permit fee plus $2 per square foot of sign face~~
~~Wall and Projecting Signs~~	~~$75 per sign~~
~~Illuminated Signs~~	~~Additional $60 electrical permit fee per Sign~~
~~Temporary Signs and Flag Poles~~	~~$40~~
~~Section 29.17 E, Confiscated Signs~~	
~~Storage~~	~~$25 per sign~~
~~Section 29.17 G, Penalties for Erecting Off-Site Subdivision Identification Sign~~	
~~Penalty~~	~~$500~~
~~Section 29.18, Variations~~	
~~Review fee~~	~~$100~~

Block: A tract of land bounded by streets, or by a combination of streets, public parks, cemeteries, railroad rights-of-way, bulkhead lines, or shorelines of waterways, or boundary lines of the Village and/or surrounding municipalities.

Bond: Cash, cashier's check, or certified check, a subdivision improvement completion and payment bond or an irrevocable letter of credit as approved by the Treasurer that is posted with the Village to guarantee the completion of public improvements and payment therefore.

Building: Any structure with a permanent roof separated on all sides from adjacent open space by exterior or party walls, erected partially or wholly above ground, built for the shelter or enclosure of persons, animals, personal possessions or movable property of any kind. The term includes, but is not limited to, gas or liquid storage tanks, prefabricated buildings and mobile homes permanently fixed on a site and connected to water and sanitary sewer, or a septic system and/or a private well. Prefabricated buildings and mobile homes must also meet the requirements of the Zoning Ordinance and Chapter 23, Building Codes, of this Code. The term "building" includes both the above ground and the below ground portions of the structure.

Building Line: A line defining the buildable area of a lot, set back from its front lot line, or lines in the case of a corner lot. No building or structure shall be constructed between such building line and the front lot line(s) of such lot or in a required yard. (See the Zoning Ordinance for permitted obstructions in front, side, and rear yards.)

Committee of the Whole: The standing committee of the Village Board established in Section 2.08 of this Code.

Comprehensive Plan: The Official Comprehensive Plan of the Village, as approved and amended from time to time pursuant to 65 ILCS 5/11-12-6.

Detention Area: A stormwater storage area designed to be normally dry and contains water only when excess stormwater runoff occurs.

Development: Any man-made change to improved or unimproved real estate, including, but not limited to, earth moving, excavating, filling, grading, and paving; mining, drilling, or dredging operations; the construction of or substantial improvements made to any building or other structure; and the placement of trailers or mobile homes on a site. In addition, "development" shall include any activity, excavation or fill alteration, subdivision, change in land use, or practice including, without limitation, redevelopment, undertaken by public or private entities that affects the discharge of stormwater.

Driveway: A vehicular access way located on a lot, providing ingress and egress between a street or alley and a garage, parking area, or other lawful parking space. A driveway is designed for access and maneuvering and is not intended for the long-term storage of vehicles unless expressly permitted by this Code. For purposes of this definition, a driveway includes any associated driveway edging. ~~A pathway for motor vehicles from a street to a structure or use used for service purposes or for access to the structure or use only.~~

Commented [PK1]: Matching new Zoning Code definition

Easement: An authorization or grant by a property owner for the use of private property, or a strip or portion thereof, by the Village, other governmental entity, or any person or entity for a specific purpose or purposes; or the right to use such private property, or a strip or parcel thereof, for a

conforming to the *Standard Specifications for Road and Bridge Construction*.

b. For additional standards refer to Appendix H, Standard Specifications for Construction and Estimating, herein.

2. Waiver of Sidewalk Requirements: The Village Board may waive the requirements for public sidewalks for subdivisions/ planned developments where a multi-use path is provided in lieu of a sidewalk along certain public rights-of-way.

3. Accessible Sidewalks: All sidewalks shall be provided with ramps from streets to sidewalks at all intersections and pedestrian crosswalks to accommodate persons with disabilities. Refer to Appendix H, Standard Specifications for Construction and Estimating, herein, for specific standards.

4. Sidewalk Transverse Slope: All sidewalk sections shall be sloped from the property line side of the sidewalk to the street side of the sidewalk at one-quarter inch per foot.

5. Maintenance: After dedication to the Village, sidewalk maintenance shall be the responsibility of the abutting property owner.

J. Multi-Use Paths: Multi-use paths shall be required within or adjacent to a subdivision/planned development where a multi-use path shown on the Comprehensive Plan runs through all, part of, or adjacent to such subdivision/planned development. Multi-use paths may be installed in lieu of sidewalks with approval from the Village Board. Standards for bicycle paths shall be as follows:

1. All multi-use paths shall be constructed of a crushed gravel base course (C.A. - 6) and a hot-mix asphalt (HMA) surface course conforming to the requirements of the IDOT *Standard Specifications for Road and Bridge Construction*.

2. For additional standards, refer to the Appendix H, Standard Specifications for Construction and Estimating, herein.

3. Maintenance: After dedication to the Village, multi-use path maintenance shall be the responsibility of the abutting property owner.

K. Driveway Approaches: A P.C.C. concrete driveway approach shall be required between the curb (or edge of pavement where there is no curb) and property line or sidewalks for each lot before a Certificate of Occupancy is issued.

1. Each residential unit shall be permitted no more than one access onto a ~~public~~ street or alley.

2. Driveway Approach Widths: The width of the driveway approach shall ~~be no less than what is listed below and no more than 35 feet~~meet the following

widths:

Driveway Type	Width of driveway at sidewalk or property line	Maximum width at curb or edge of street pavement*
Residential Lot with No Garage or 1 Car Garage	10 foot Maximum	15 feet
Residential Lot with 2 Car Garage	10 foot Minimum 20 foot Maximum	28 feet
Residential Lot with 3+ Car Garage	10 foot Minimum 30 foot Maximum	35 feet
Non-Residential Use with One-Way Driveway	16 foot Maximum	24 feet
Non-Residential Use with Two-Way Driveway	24 foot Maximum	30 feet

* Width at curb or edge of street pavement shall not be less than the driveway width at the sidewalk or property line.

~~a. Residential Lots With a One-Car Garage: Ten feet wide measured at the sidewalk or property line and 15 feet wide measured at the curb or edge of street pavement.~~

~~b. Residential Lots With a Two-Car Garage: Twenty feet wide measured at the sidewalk or property line and 28 feet wide measured at the curb or edge of street pavement.~~

~~c. Residential Lots With a Three-Car Garage: Thirty feet wide measured at the sidewalk or property line and 35 feet wide measured at the curb or edge of street pavement.~~

~~d. Commercial, Industrial, Institutional, Office/Research Uses With One-Way Approach: Sixteen feet wide measured at the sidewalk or property line and 24 feet wide measured at the curb or edge of street pavement.~~

~~e. Commercial, Industrial, Institutional, and Office/Research Uses With Two-Way Approaches: Twenty-two feet wide measured at the sidewalk or property line and 30 feet wide measured at the curb line or edge of street pavement.~~

3. Materials: Material standards are found in Appendix H, Standard Specifications for Construction and Estimating, herein. Placement of all materials shall be in accordance with the IDOT *Standard Specifications for Road and Bridge Construction,* current edition.

4. Slope of Drive Approaches: All drive approaches shall have a minimum slope of 1 percent and a maximum slope of 8 percent with drainage from the property line to the street. Slope from the street to the property line will be permitted only if it can be demonstrated that stormwater runoff can be intercepted within the rights-of-way and carried by the street or storm sewer system.

5. The width of a driveway approach shall be uniform on both sides of the sidewalk.

6. For residential driveway design standards applicable to areas behind the sidewalk or property line, refer to Chapter 26 (Site Plan and Development Review Requirements) of this Code.

L. Landscaping: All landscaping shall conform with Chapter 30, Landscape Code, of this Code. All parkway areas, including landscaped islands and cul-de-sacs, and all landscape materials, including lawns, shrubs, and trees, shall be maintained by the applicable property/homeowners' association or the property owners that abut said parkway or island.

M. Public Utilities Underground: All subdivisions/planned developments shall be provided with a complete system of public utilities including telephone, electric, natural gas, and cable television. All such utility lines shall be placed underground in rear lot line easements with minimal utility installation in public rights-of-way and side yard areas. When cables or conduits are placed within easements or public rights-of-way, they shall not conflict with the Village's public improvements.

N. Drainage, Public Utility Easements: Easements for drainage and public utilities shall be provided on all side and rear lot lines. Such easements shall be not less than 5 feet wide on each side of common side and rear lot lines, or 10 feet wide in cases when a 5-foot easement cannot be acquired from the adjoining property or properties. If it is determined by the Village Board, on the basis of the Village Engineer's recommendation, that additional easements or wider easements are required, the subdivider/developer shall provide such wider easements. In addition:

1. In cases where rear or side lot lines abut an existing subdivision/planned development an easement of sufficient width shall be provided to create an easement 10 feet wide.

2. Easements on newly subdivided lots shall, whenever possible, be aligned and continuous with easements on adjoining lots.

3. No permanent buildings or trees shall be placed in an easement. However, an easement may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the easement uses or rights herein granted. Fences may be permitted providing the property owner signs a waiver agreement approved by the Manager or designee. The Village has a right, but not the obligation to, at any time, abate any obstructions placed on or over the easement area. Any costs incurred by the Village or its agents and subcontractors to abate the obstructions shall be paid for by the property owner. If the abatement costs are not paid, a lien shall be placed on the property.

4. On days of extensive rain events, stormwater may be present in drainage easements up to 48 hours.

5. Impermeable surfaces shall not be placed on drainage easements.

6. When cables or conduits are placed within easements or public right-of-

Accessible fire alarm cable, conduit, and junction boxes shall be the color red in their entirety.

25. Requirements for Electrical Contractors:

It shall be unlawful for any person to engage in the business of electrical contracting without being a licensed Electrical Contractor. If such person is licensed for the current year in another City or Village within the State of Illinois, in conformity with the State Statutes, such Electrical Contractor shall be required to show proof of such license. The term "Licensed Electrical Contractor" as used in Section shall be understood to mean any person installing or altering electric equipment for the utilization of electricity supplied for light, heat or power; not including radio apparatus or equipment for wireless reception of sounds and signals, conductors and other equipment installed under the jurisdiction of the Illinois Commerce Commission, for use in their operation as Public Utilities; but the term "Licensed Electrical Contractor" does not include employees of an electrical contractor who perform and supervise work. The Corporate Authorities, by virtue of the Illinois Compiled Statutes, requires candidates for electrical contracting to successfully complete a written examination administered by any Illinois Municipality that administers written examinations.

23.14 ILLINOIS STATE PLUMBING CODE/2014

The Illinois State Plumbing Code, 2014 edition, (State of Illinois Plumbing License Law, Plumbers Licensing Code and Plumbing Code) ("Plumbing Code") be and the same, is hereby adopted by reference and made part of this Section, subject to the modifications set forth herein and shall be applicable to the Village. No plumbing work, unless modified by this Chapter, shall be undertaken prior to the issuance of a permit by the Building Commissioner. The application for a permit shall be made on forms provided by the Building Commissioner and shall be accompanied by the prescribed permit fees as set forth in Appendix B.

23.15 INTERNATIONAL ENERGY CONSERVATION CODE/2021 *amended 24-O-28*

The International Energy Conservation Code, ~~2021~~ 2024 edition ("Energy Conservation Code") be and the same, is hereby adopted by reference and made part of this Section, subject to the modifications set forth by the State of Illinois, and shall be applicable to the Village.

23.16 MODIFICATIONS TO THE ENERGY CONSERVATION CODE

The Energy Conservation Code shall be amended as follows:

1. Section C101.1, insert Village of Algonquin

2. Section C109 shall be amended to add the following:

C109.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the Code Official relative to the application and interpretation of this code, an appeal may be made to the Village Board.

3. Section C109.3 Qualifications, shall be deleted in its entirety

26.03 GENERAL PROVISIONS *Amended, 21-O-43*

A. Site Plan and Development Permit:

1. No development of property permitted by right or permitted by special use by the Zoning Code including accessory or temporary use shall be established or changed; no structure shall be erected, constructed, altered, raised or removed and no building shall be used, occupied or altered with respect to its use after the effective date of this Chapter until a Site Plan and Development Permit has been issued by the Public Works Director. Said permit may include recommendations of the Staff Site Plan and Development Review Committee. Except as otherwise provided in this Chapter, no person shall commence to perform any clearing, grading, stripping, excavating or filling of land without first having obtained a Site Plan and Development Permit from the Public Works Director.

2. New one-family and two-family dwellings that are not part of a larger development with an active Site Development Permit shall be required to obtain a Site Plan and Development Permit prior to construction.

~~2.~~3. Nothing herein shall relieve the applicant of the additional responsibility of seeking a building permit or any other permit required by any applicable statute, ordinance, regulation or compliance with all of the terms of the Zoning Code and Subdivision Code.

~~3.~~4. A sign permit must be secured for properties on which a sign is proposed to be erected, altered or relocated in accordance with Chapter 29, Sign Code, of this Code. Receipt of a Site Plan and Development Permit and a building permit shall not relieve the applicant of the additional responsibility of seeking a sign permit, even if general sign locations are designated on plans or drawings submitted for the purposes of receiving a Site Plan and Development Permit and/or a building permit.

B. Exceptions: A Site Plan and Development Permit shall not be required for any of the following:

1. Agricultural use of land, including the implementation of conservation measures included in a conservation plan approved by the McHenry County Soil and Water Conservation District or Kane DuPage Soil and Water Conservation District, and including the construction of related agricultural structures.

2. Installation, renovation or replacement of a septic system to serve an existing building or structure.

3. One-family and two-family dwelling additions, accessory structures, sheds and fences, as well as building additions for non-residential uses where the addition constitutes no more than 10 percent of the square footage of the

(1) Number of Spaces: For non-residential developments, the parking standards designated in Table 1 herein shall be used ~~as a guideline~~. When determination of the number of required off-street parking spaces results in a requirement of a fractional space, any fraction shall be rounded up to a complete parking space. ~~If additional parking is desired, the additional parking spaces shall be constructed using permeable pavement.~~ The Village Board shall have the authority to determine the total number of required spaces for final approval of PUDs or special uses.

Commented [PK1]: From 21.16

Commented [PK2]: Moved below to pavement requirements.

(2) Size of Spaces: Every off-street parking space shall measure 9 feet in width by 18 feet in length. Where spaces overhang landscaped areas, spaces may be reduced in length by 1½ feet. Accessible parking space requirements for physically challenged persons shall also be required pursuant to appropriate state and federal requirements.

(3) Conflict Minimization: The design of parking areas shall minimize conflicts between pedestrian and vehicular movements.

Table 1
~~Guidelines for~~ Off-Street Parking Requirements

Automobile Service Stations	At least 1 space for each employee on duty and for each service stall.
Banks	At least 3 spaces for each 1,000 square feet of floor area.
Bowling Alleys	At least 5 spaces for each alley, plus additional spaces as may be required for affiliated uses such as restaurants and the like.
Day Care Centers	At least 3 spaces for each 1,000 square feet of floor area.
Furniture/Appliance Stores	At least 1 space for each 300 square feet of floor area.
Hair Care Center	At least 2 spaces for each operator chair.
Motels/Hotels	At least 1 space for each guest room, plus 1 additional space for each employee on duty, plus additional spaces as may be required for affiliated uses such as restaurants and the like.
Office, Business, Professional 0-149,999 square feet	At least 3 spaces for each 1,000 square feet of floor area.
Office, Business, Professional 150,000 square feet or more	At least 3 spaces for each 1,000 square feet of floor area
Office - Medical	At least 4 spaces for each 1,000 square feet of floor area.
Places of Worship	At least 1 space for each 3 auditorium seats. Adequate space shall also be provided for buses used in conjunction with activities of the institution.
Restaurants	15 spaces per 1,000 square feet.
Retail Establishments (unless specified elsewhere)	4 spaces for each 1,000 square feet of floor area.

Table 1 ~~Guidelines for~~ Off-Street Parking Requirements	
Shopping Centers (Retail)	4 spaces for each 1,000 square feet of floor area.
Theaters	At least 1 space for each 3 seats in the theater and 1 space for each employee on duty.
Other Off-Street Parking Requirements	
Business Vehicles	In addition to the parking requirements above, 1 space shall be provided for each vehicle used in the conduct of the business.

(4) Accessible Parking Spaces:

(a) Accessible parking spaces for mobility impaired persons shall be at least 16 feet wide including an 8-foot wide access aisle; adjacent parking spaces shall not share a common access aisle. All access aisles shall be diagonally striped and shall be provided with a gradual transition to an accessible route to the on-site destination. Such spaces shall also measure 19 feet in length. Where such spaces overhang landscaped areas, spaces may be reduced in length by 1½ feet.

(b) The number of spaces required and their placement within the parking facility shall be in accordance with State of Illinois accessibility standards. Some flexibility in the placement of such spaces may be considered if interpretation of such standards permits.

(5) Service Area Parking Spaces: Parking spaces located in the rear area of project sites or the service area of a project shall be discouraged. Where permitted, it shall be limited to employee and service parking only.

(6) Off-street Parking (residential areas): Off-street parking lots intended for residential guest parking shall be located a minimum of 10 feet from any adjacent right-of-way, and shall not be placed in the required minimum side or rear yard areas of any residential unit.

b. Aisle Widths: The width of all aisles providing direct access to individual parking spaces shall be in accordance with the requirements specified in Table 2 herein.

Table 2 Aisle Width Requirements

Parking Angle (degrees)	Aisle Width (feet)
90	24
75	22
60	18
45	13.5

c. Service Drives: The minimum width of a service drive shall be 24 feet. Such drives shall not be encroached upon by refuse or recycling enclosures, utility installations, accessory structures or other such uses or equipment as required by the occupant of such building. One-way service drives are prohibited.

d. Landscaping: Landscaping for all parking facilities shall be provided in accordance with the standards set forth in Chapter 30 of this Code.

e. Parking Island Design: Landscaped island widths shall be a minimum of 6 feet wide if parking is limited to one side of the island, or 8 feet wide back of curb to back of curb if there is parking on both sides of the island.

f. Speed Control Devices: The use of speed bumps or other similar speed control devices shall be prohibited.

g. Traffic Control Measures: Traffic control measures internal to the parking facility or at entrances or exits shall be posted as required by the Police Department or the Village prior to the issuance of any Certificate of Occupancy. Such measures may include, but are not limited to: parking, stopping, standing, fire lane, directional and/or other instructional signs. The Village desires to exercise such rights of traffic and parking regulations pursuant to the powers vested in it as set out in the Illinois Compiled Statutes. An owner of any private property other than a single-family lot, which controls a parking area located within the corporate limits of the Village, may, by contract, empower the Village to regulate parking and traffic in such parking areas. Owners who desire to authorize the Village to regulate and enforce the parking and traffic at the parking area shall enter into a Private Property Traffic Enforcement Agreement with the Police Department. The Manager is authorized to enter into Private Property Traffic Enforcement Agreements.

h. Sight Triangles: No structure or landscape material shall be located within a sight triangle in such a manner that limits or obstructs the sight distances of motorists entering or leaving an intersection.

i. Access to street or alley: Parking facilities shall be designed with appropriate means of vehicular access in such a manner as will least interfere with the movement of traffic.

~~i.~~j. Access to State and County Roads: The submission of site plan application materials shall include a letter from the applicable agency controlling permits and access to adjacent roadways indicating preliminary approval has been given to the proposed access drives.

~~j.~~k. Maintenance: All parking areas shall be paved and maintained at all times in a broom clean condition without potholes, broken curbing or other surface irregularities. All landscaping shall be maintained in a flourishing condition. Pavement striping shall be maintained and kept visible at all times, and all illumination shall be maintained in functioning condition.

l. Parking Lot Inter-Connections: Connections shall be provided between parking areas to allow vehicles to travel among adjacent commercial or office uses. Cross-easements or other recordable mechanisms must be employed.

~~l. Seasonal Outdoor Sales: Seasonal outdoor sales, whether held on sidewalks or parking lots, shall be subject to the conditions of site plan approval and the Zoning Code.~~

m. Surface: All open off-street parking areas shall be improved with an asphalt or concrete surface in accordance with Village ordinances. Where on-site stormwater capacity is insufficient to accommodate the impervious surface associated with required parking, permeable pavement may be considered at the discretion of the Village Engineer.

Commented [PK3]: In Zoning Code

Commented [PK4]: From Zoning Code and Above

~~m.~~n. Barrier Curb: Barrier curb shall be employed for all perimeters of ~~and~~ islands in parking lots, as well as for all service drives, loading dock areas and the equivalent. Wheel stops shall be prohibited in parking lots unless approved by the Village Board as part of a planned development.~~Curb stops shall be prohibited~~. Relief from this provision may be considered for rear yard parking facilities in industrial zoning districts or for hardship cases, such as projects where barrier curb installation would conflict with drainage requirements. Depressed curbs for all driveway and sidewalk intersections shall be provided by the pour-in-place method and shall not be saw-cut.

~~n.~~o. Stop Signs: All egresses from parking facilities and service drives onto public or private streets shall be signed with an official stop

sign and a stop bar shall be painted or affixed onto the pavement adjacent to each stop sign.

2. Service Walks: Service walks shall be provided to assure pedestrian access both within the site and to connect to adjacent off-site sidewalks and areas as specified in the following standards:

   a. The minimum width shall be 4 feet. Where parking spaces overhang such walks, the width of the walk shall be increased 1 foot.

   b. Ramps or depressed walks shall be provided for handicapped accessibility and designated on the site plan.

   c. A walk shall be placed along the portions of commercial buildings that abut parking areas.

3. Driveways, Residential:

   a. Refer to Chapter 22: Subdivision Regulations for apron design requirements

   b. Widening. Where a driveway widens beyond the width established at the sidewalk or property line, such widening shall occur at an angle not to exceed forty-five (45) degrees from the centerline of the driveway.

   c. Location. When leading to an attached garage the driveway shall only be located in the area directly in front of the garage or in that portion of the front yard between the closest interior side lot line and the garage. No portion of any driveway may be located in front of a non-garage portion of the dwelling.

      When leading to a detached garage located in the front or side yard, the driveway shall align with and lead directly to the garage door opening. The driveway shall not deviate from alignment with the garage door opening except as necessary to connect to the driveway approach at the sidewalk or property line, and no portion of any driveway may be located in front of the primary structure. No portion of any driveway may be located in front of a non-garage portion of the dwelling.

      When leading to a detached garage located in the rear yard or otherwise behind the primary structure, the driveway shall run along one interior side yard of the lot from the driveway approach to the garage. The driveway shall not exceed the maximum permitted width at the sidewalk, and shall align with and lead directly to the garage door opening upon reaching the rear yard. No portion of any driveway may be located in front of the dwelling.

      When leading to a sideload attached or detached garage on a corner lot,

the driveway shall only be located in the area directly in front of the garage or in that portion of the front yard between the closest interior side lot line and the garage. No portion of any driveway shall be expanded or extended in the direction of the front lot line.

In cases not expressly addressed by the foregoing provisions, the Building Commissioner shall have the authority to make a final determination regarding driveway location based on the intent and standards set forth in this Section.

d. Materials. The driveway surface shall be constructed of the same material. Driveway edging may be constructed of a different material than the driveway, but shall be a hard surface and no wider than two feet (2').

e. Site Development Permit. A site development permit shall be required prior to the construction or expansion of any driveway where such construction or expansion results in any of the following: (i) alteration of existing drainage patterns or stormwater flow; (ii) regrading of the lot; or (iii) construction of a retaining wall exceeding twenty-six (26) inches in height.

f. Easements. No driveway or driveway extension shall be constructed over an existing easement without first obtaining a waiver from the Village.

~~3.~~4. Utilities: All utility services proposed on site and new utilities off site to serve the development shall be located underground. Proposed locations of utility structures located within parking lot areas or adjacent to structures shall be noted on the site plan, and where possible be screened by landscape materials and painted a color to match the finished exterior of the adjacent structure.

~~4.~~5. Fences: Fences or walls may be required as screening barriers and when provided shall comply with height requirements found in the Zoning Code. All fences and walls shall be shown on the site plan. All fencing shall be maintained in good repair.

6. Vehicle Impact Protection Devices:

a. Applicability: Vehicle Impact Protection Devices are used to safeguard pedestrians, buildings, and building occupants from motor vehicles. The degree of Vehicle Impact Protection is determined by building use, building design, and parking lot design.

(1) The Vehicle Impact Protection Devices are required to be installed in the following circumstances:

(a) All projects consisting of new construction and additions.

(b) Alterations to exterior elements including but not limited to windows and doors.

(c) Interior alterations to the public entrance(s) or interior alterations exceeding fifty percent (50%) of the floor area of a tenant space.

(2) Vehicle Impact Protection Devices shall be installed in each of the following instances:

(a) In front of all public entrances.

(b) Storefronts, Permanent Open-Air Dining Areas, Outdoor Entertainment Areas, Outdoor Play Areas, and walls where windows are less than two feet off of the ground where:

i. Adjacent parking spaces are perpendicular to or angled towards the use

ii. Drive aisles are perpendicular to the use

b. Location: Vehicle Impact Protection Devices may be located alongside the outside wall of a building, along the edge of the adjacent sidewalk, at the end of an adjacent parking space, or in another location as approved by the Building Commissioner.

c. Standard: Vehicle impact protection devices shall be designed to achieve an impact resistance level of five thousand pounds (5,000 lbs.) traveling at thirty miles per hour (30 mph) (such as ASTM F3016 S30 or similar, as determined by the Building Commissioner).

d. Design: Vehicle Impact Protection Devices shall be designed in accordance with the following requirements:

(1) May include bollards, planters, or other design features that meet the specifications of this section. Material and color shall be complementary to the design of the associated use.

(2) Shall be a minimum of three feet (3') in height.

(3) The distance between Vehicle Impact Protection Devices shall measure no more than forty-eight inches (48") from inside edge to inside edge.

e. Access. Vehicle Impact Protection Devices must not restrict access to the building. The spacing and location of the Vehicle Impact Protection

Devices shall be designed to meet the Illinois Accessibility Code and all additional applicable laws. Vehicle Impact Protection Devices shall not impede any accessible route.

~~5.~~7. Retaining Walls: The use of wood retaining walls as a structural element is prohibited. Treated landscape timbers used as an element of a landscape plan are acceptable. Railroad ties in retaining walls are prohibited.

~~6.~~8. Building Elevations: Application materials shall include drawings of all elevations. Such drawings shall include the following:

a. A description of all materials, dimensions, and colors.

b. All elevations shall be of a finished material equal in quality to the front elevation.

c. All heating, ventilation and air conditioning roof-top equipment shall be screened (on front and side elevations and rear elevations where abutting residential districts) by a parapet wall equal in height to the equipment. All other rear elevations shall screen such equipment by the use of a parapet wall or other approved enclosure.

d. Heating, ventilation and air conditioning equipment placed at grade shall be screened by walls, fences or other such elements as designated on the landscape plan.

~~7.~~9. Building Floor Plan: A general floor plan of proposed structures shall be provided indicating the proposed uses for all areas of the structure and total gross square footage for the structure. A typical floor plan shall be provided for multistory structures where each floor plan will be similar in nature.

~~8.~~10. Engineering Plan: An engineering plan shall be prepared in accordance with the requirements of the Subdivision Code and other applicable sections of this Code on utilities and street design, soil erosion control and stormwater detention.

~~9.~~11. Landscape Plan: A landscape plan shall be prepared in accordance with the standards set forth in Chapter 30 of this Code.

~~10.~~12. Lighting Plan: A lighting plan shall be submitted with each site plan application. Photometric plans shall be prepared using the Outdoor Lighting Code Handbook as prepared by the International Dark Sky Association. A photometric plan shall include specifications for parking lot lighting fixtures, fixture locations, height of poles, and foot candles. The plan shall identify any proposed security lighting fixtures, including location and fixture specifications. Where decorative or accent lighting is proposed for the structure or other site elements, such fixtures shall be identified on the plan. The intended hours of operation shall be specified and automatic

switches provided to operate the lights. The height and shielding of lighting fixtures shall provide proper lighting without hazard to motorists on adjacent roadways or nuisance to adjacent residents by extending onto adjacent property. "Shielding" means that a) the bulb/light source and cover portion of a fixture that transmits the light shall not extend beyond or below the opaque portion of such fixture so the bulb/light source is not visible from general side view, and b) the fixture itself is angled properly so the bulb/light source is not visible from general side view. The design of lighting standards and fixtures shall be appropriate to the development. The positioning and shielding of lighting fixtures shall be subject to inspection prior to issuance of a Certificate of Occupancy. Parking lot and general site lighting is prohibited from being placed on signs, sign supports or buildings unless the above shielding standards are met. Security lighting may be placed on buildings, but shall meet the shielding standards herein.

~~11.~~13. Wetlands: Applications for site plan review shall be accompanied by written documentation from a qualified individual regarding the presence of wetlands. Approval of any appropriate permits required by the Army Corp of Engineers shall be a condition of any approval by the Village as well as compliance with Chapter 28 of this Code.

~~12.~~14. Refuse Disposal and Recycling Storage Areas: All refuse disposal and recycling storage areas shall be located in areas designed to provide adequate accessibility for service vehicles. Locations shall generally be to the rear of buildings or in areas where minimal exposure to public streets will exist. Where residential uses are located adjacent to a development, refuse disposal and recycling storage areas shall be discouraged from being placed in adjacent areas. Refuse disposal and recycling containers and other equipment such as grease containers or outdoor storage of materials such as pallets, shall not be placed outside of enclosures. Such enclosures shall not be located in required aisles or landscaped buffers. Refuse and recycling enclosures for food establishments shall not be located adjacent to boundaries with residential districts. All refuse and recycling enclosures shall be screened by a solid fence or wall to a height not greater than 6 feet. Containers or material within the fence enclosure shall not extend above the height of the fence. The area shall be secured by a solid latchable gate. The use of chain link fences with slats shall be prohibited.

~~13.~~15. Waste Generation Report and Recycling: A waste generation report shall be prepared indicating the types and volume of solid waste that will be produced on the site. If recycling of materials is intended a plan for how they will be handled shall be submitted. Provisions shall be made for the temporary storage of recyclable materials produced on-site. Such storage shall be placed in a building or an enclosed fenced area. Fenced enclosures for temporary recyclable material storage shall conform to the requirements for refuse enclosures. Utilization of recycled materials is encouraged in site development when feasible.

~~14.~~16. Building Permits: All buildings shall comply with applicable building codes of the Village. Final site plan approval by the Village Board shall authorize the applicant to file application materials for a building permit with the Building Department. Nothing contained within the Site Plan Development Review process shall be interpreted to authorize the approval of a building permit which does not comply with Village building codes.

~~15.~~17. Signs: All signs shall be in conformance with Chapter 29 of this Code. Site Plan and Development Permit approval shall not authorize the placement of any signs on the subject property. However, proposed signs shall be reviewed in relation to site design, traffic patterns and building elevations.

~~16.~~18. Impact Fees: Impact fees or improvements, where applicable, shall be required for site and site-related capital improvements, as well as unusual Village service needs for all projects on a proportional basis as those impacts are identified during hearings, such as through traffic studies or other means.

~~17.~~19. Building Design: The evaluation of building appearance shall be based on the quality of the design and the relationship to surrounding land uses.

a. Buildings shall be in scale with the ultimate development planned for the area, and be compatible with permanent neighboring developments.

b. Materials shall:

(1) Have good architectural character and be in harmony with nearby buildings.

(2) Be durable and suitable for the type of building and design in which they are used.

c. Building components such as windows, doors, porches, eaves, roof spans, etc., shall be appropriately proportioned to one another.

d. Colors shall be harmonious and use compatible accents. A structure shall utilize principal colors which are similar to those found on other buildings in the area. Accent colors (expressed as stripes, color bands or other similar features) shall be permitted on a limited portion of the building. The accent colors shall not dominate the visual image of the building and shall not serve as signage for the use of the building. Garish and vivid colors or color schemes shall be prohibited.

e. Monotony of design shall be avoided. Variation in detail, form and setting shall be used to provide visual interest. Variation shall be balanced by coherence of design elements.

f. Where topographic features contribute to the beauty or utility of a development, they shall be preserved and integrated into the development design. Modification of topography will be permitted where it contributes to good appearance and design.

g. A list of visual considerations shall be submitted by the developer with each site plan. These considerations shall include an inventory of the existing and planned areas of high visual interest in the project area. A detailed description shall be presented reviewing how the owner will design or locate buildings, and retain or alter existing terrain and trees in such a way as to maintain, enhance or create views within and into the site, as well as develop areas of visual interest. Landscape treatment shall be provided to enhance architectural features, strengthen vistas and develop important axes.

~~18.~~20. Special Standards:

a. Commercial buildings shall be full-dimensional face brick on all elevations visible from public areas. Elevations not visible from public areas shall be constructed of high-quality materials, including masonry, stone, brick, or fiber cement. For buildings exceeding 50,000 square feet, alternative masonry materials may be considered. Accent features may incorporate other materials; however, the use of EIFS and standing seam metal shall be limited. Roofs shall be finished with architectural shingles, synthetic slate, or slate. Any substitution of materials may be considered through the approval of a Planned Unit Development (PUD). ~~that are located in or adjacent to the Randall Road corridor or which front along Algonquin Road are strongly encouraged to be constructed wholly or primarily of face brick or stone or the equivalent. Buildings of concrete block, split face block and/or primarily of drivit construction or its equivalent are strongly discouraged.~~

Commented [PK5]: Changed to match Zoning Code

b. Buildings with visible metal roofs are discouraged.

c. ~~Buildings of metal are~~Metal as an exterior material on a building wall is prohibited. Buildings of pre-cast concrete construction or its equivalent are discouraged, except that such structures may be considered for interior lots only in industrial districts.

26.07 ENFORCEMENT

It is the policy of the Village that enforcement of this Chapter and any related chapters of this Code or Village ordinances shall be deemed in the highest public interest of the Village. If any person, firm, or corporation violates the provisions of this Chapter or the terms of any permits issued hereunder, the Village may exercise any or all of the remedies and penalties available under law including, but not limited to the following:

a. Number: There shall be a limit of one ground sign per lot, shopping center, shopping center outlot, or multiple business center, that shall be erected for the purpose of identifying the establishment.

b. Height: No ground sign shall exceed 12 feet in height from grade.

c. Surface Area: No ground sign shall exceed a maximum surface area of 50 square feet if single-faced or 100 square feet if double-faced.

d. Setback: No ground sign shall be located closer than 5 feet to any property line. Such signs shall be placed no closer than 18 feet to any building or structure it identifies and shall not obscure any architectural features of a building, such as entrances, display windows, or decorative cornices when viewed from any street.

e. Shape: Signs of excessively complicated outlines or composed of several different connected shapes are not acceptable. The outlined shape and silhouette of a ground sign shall be simple and compatible with the building to which it relates.

f. Scale and Proportion: A ground sign shall be compatible with the building or buildings it identifies, and the sign may not be of such a size that it visually overpowers the building on the site.

g. Illumination: Ground signs may be internally or externally illuminated.

h. Tenant Identification Panels: Provision for identifying tenants within a shopping center or multiple business center as part of the permitted square footage of the sign identifying the shopping center or multiple business center as a whole shall be permitted, provided that there shall be a limit of two panels or divisions of said sign for such purposes.

i. Menu Board Signs: In addition to the one permitted ground sign, up to two~~one~~ freestanding single-faced menu board signs shall be permitted per drive-through lane~~lot or outlot~~ for restaurants with drive-through facilities, consisting of one menu board sign and one pre-order menu board sign. ~~provided that such~~The combined surface area of both signs per drive-through lane ~~sign does~~ shall not exceed fifty (50) square feet in surface area, and neither sign shall exceed ~~or~~ eight ~~8~~ feet (8') in height. Such signs may only be internally illuminated and shall not include video, animation, or flashing images. Menu board signs shall be permitted only in business zoning districts.

which is based within the Village corporate boundaries, or provides its primary service within the Village, shall not be subject to licensing, registration or fee requirements.

3. Any organization that is not subject to this Section shall comply with Section 31.01-E herein regarding the method of distribution, as well as any applicable limitations or regulations found in Chapter 34 of this Code.

G. Fees: The fee for a license under this Section shall be found in Appendix B.

31.02 **AUCTIONEERS** *Amended, 91-O-87*

A. License Required: No person shall act as auctioneer or carry on the business of auctioneer in the Village without a license issued by the Clerk.

B. Fee: The fee for an auctioneer's license shall be found in Appendix B.

C. Exceptions: Exceptions to this Section are as follows:

1. This Section shall not apply to persons or officers acting under legal process or to any person who is a resident of the Village.

2. Not-for-profit organizations shall be exempt from paying a license fee as outlined in Section 31.02-B.

31.03 **MOTION PICTURE THEATERS**

A. License Required: No person shall operate any motion picture theater in the Village without a license approved by the Village Board.

B. Fee: The fee for the annual license shall be found in Appendix B.

31.04 **PUBLIC EVENTS, ENTERTAINMENTS** *Amended, 15-O-41, 08-O-19, 06-O-21, 01-O-45*

A. License Required: A Village license is required for all public events in the Village including, but not limited to, outdoor exhibitions, shows, carnivals, circuses, concerts and musical performances. In the event the event sells or serves alcoholic liquor, a liquor license shall be required pursuant to Chapter 33 of this Code. In the event one or more raffles will be conducted at the event, such activity shall be governed by Section 31.07, Raffles, of this Code.

Public event licenses are issued after approval of Village staff. If the event meets certain criteria (e.g., multi-day event, selling or serving alcoholic liquor, use of public property, road closures, enhanced police protection, admission fees and amplified music), as determined by Village staff, Village Board approval, with any conditions attached as the Village Board deems appropriate to protect the health, safety and welfare of the public, will be required.

B. Application: Not less than ~~45~~ sixty (60) calendar days before the public event an application~~, available at the Village Hall,~~ shall be submitted to the Deputy Clerk. Public event~~s~~ applicants requesting enhanced police protection, street closures, or the selling or serving of alcoholic liquor~~,~~ should apply not less than ninety (90) calendar days in advance of the event, as failure

to do so may result in denial of the application due to insufficient time for review and approval. The application shall include:

1. A site plan showing the layout of the event.
2. An indemnification and hold harmless agreement signed by the public event licensee in favor of the Village and proof of the following insurance:

    a. All public events permits shall be supported by evidence of insurance coverage for the terms of the permit. Prior to commencing any of the activities approved by the public event permit, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements of this Section. All policies of insurance are (1) subject to Village approval of the insurance company, form, and coverage; (2) must be primary to and non-contributory with all other insurance and self-insurance maintained by the Village; and (3) must protect the Village from any and all claims and risks in connection with the permitted activity.

    b. Minimum Insurance Requirements:

        i. Commercial General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, and property damage, and two million dollars ($2,000,000) in the aggregate. Coverage shall be written on an industry standard form no more restrictive than the ISO CG 00 01 1001. This requirement applies to every permit application submitted for approval.

        ii. Liquor Liability (Dram Shop): One million dollars ($1,000,000) per occurrence for bodily injury, and property damage, and two million dollars ($2,000,000) aggregate. This requirement applies when alcohol is being sold or consumed on private or public property.

        iii. Business Automobile Liability: One million dollars ($1,000,000) combined single-limit per accident for bodily injury and property damage. Coverage shall be written on an industry standard form no more restrictive than the ISO CA 00 01. This requirement applies when a sponsor, organizer, or vendor is using vehicles as part of the event set-up, take down or being operated in relation to the event.

        iv. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and employers' liability limits of five hundred thousand dollars ($500,000) per accident. This requirement only applies when a sponsor is using employees (not subcontractors or vendors) as part of the event set-up, take down or working in relation to the event.

c. Additional Insured Coverage: All insurance policies of event sponsors, coordinators, organizers, and vendors must be endorsed to name the Village as an "Additional Insured" on an industry form no more restrictive than the ISO forms CG 20 26 (CGL) and CA 20 48 (business auto liability) and shall provide for primary and non-contributory coverage limits. A copy of all additional insured endorsements must be supplied with the permit application.

d. Certificate of Insurance: Certificates of insurance evidencing the insurance coverage required for sponsors, organizers, coordinators, and vendors must be supplied with the permit application. Insurance certificates must be on Acord 25 form, and must include the following language:

The Village of Algonquin is, and has been, endorsed as an additional insured under the above reference policy number _____ _____ on a primary and non-contributory basis for general liability coverage of the [EVENT NAME] on [DATE OF EVENT] taking place at [EVENT LOCATION].

e. With reasonable notice to the sponsors and event organizers, the Village reserves the right to require insurance of the event sponsors, organizers, and vendors other than that specifically provided herein, and to change the minimum acceptable limits of liability based on the Village's determination, in its sole discretion, that the risk presented by the public event warrants such changes. The Village does not warrant or represent that the specified insurance is adequate to protect the interests or liabilities of the sponsor, organizer, or vendors.

f. All insurance documents must be submitted not less than 30 days prior to the event. A public event permit cannot be issued without approved insurance.

3. The fee for the license shall be found in Appendix B.~~The filing fee, which is $50 for each day the public event will run~~. Said fee will be waived for Village not-for-profit organizations that submit a copy of their certificate of incorporation.

4. A letter of consent from the property owner if the event will be held on private property or a letter to the Village Board requesting the use of public property.

5. Temporary ~~S~~sign~~/temporary use~~ permit issued by the Community Development Department, if appliable.

6. Electrical permit issued by the Community Development Department with a copy of the contractor's electrical license and a detailed drawing that includes the power source and circuitry. The fee for this permit is shall be found in Appendix B ~~$35~~.

7. Copy of the county temporary food service permit, if applicable.

8. Receipt in the amount of $750 issued by the Finance Department for connection to the Village's potable water system, if applicable.

~~8.~~9. Police Detail Request form, if applicable.

C. Carnivals, Circuses: The following shall apply for carnivals and circuses:

1. The location for any carnivals or circus shall be approved by the Village.

2. The event shall not exceed 10 days.

3. The event shall not be located in or directly adjacent to any developed residential area, with the exception that it may be on church, school or public park property even if located next to residential property.

4. The event must be operated or sponsored by a not-for-profit organization based in the Village.

5. No location may host more than one carnival/circus per year.

6. Unless authorized by the Chief of Police, no employee, agent or other representative of the carnival/circus may live, sleep or otherwise remain overnight on the premises of the carnival. Persons providing security on the site may receive an exemption from this requirement.

7. All carnival workers must keep government issued photo identification on their person at all times during the public event. The government issued identification must be presented at any time to an officer of the Village upon request.

8. Only those carnival/circus employees who have completed a background check through the Algonquin Police Department will be permitted to work on the premises. The background check is valid for the calendar year in which it is conducted and is subject to review after the initial approval. No person will be allowed to work on the public event site if he/she:

- is a registered sex offender, as defined in the Sex Offender Registration Act (730 ILCS 150/1.1 *et seq.*; or
- has been convicted of any offense set forth in Article 9 or 11 of the Criminal Code of 1961; or
- has been convicted of a felony in the past five years; or

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 12, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Cliff Ganek, Deputy Director of Public Works/Village Engineer

SUBJECT: Recommendation to Authorize the Illinois Department of Transportation to Execute an Agreement to Award the Bid for the Boyer Road Improvement Project

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The Boyer Road Improvement project was publicly bid through the State of Illinois on Friday, April 24, 2026, with six (6) responsible bidders submitting bids. The low bidder, Berger Excavating Contractors, Inc. (Berger), is being recommended with a bid amount of $3,694,061.66, which is below the Engineer's Estimate of $4.1 million and within a reasonable range of expected costs.

The proposed improvements include roadway reconstruction, water main installation, drainage improvements, installation of a new multi-use path, and landscape enhancements. These improvements are necessary to improve the poor roadway conditions, enhance system reliability, improve pedestrian and multimodal access, and address long-term infrastructure needs in this corridor.

A total of six bids were received for this project, ranging from $3.69 million to $4.51 million. While Berger submitted the lowest bid, two additional bidders also submitted bids below the Engineer's Estimate, indicating that the low bid is consistent with current market conditions and not an outlier.

The Village has not previously worked with Berger; however, they are a large earth-moving and underground contractor with extensive experience delivering projects of similar size and complexity. Berger regularly performs Illinois Department of Transportation (IDOT) and municipal projects ranging from $2 million to $15 million. Based on Berger Contractors' qualifications and experience with similar roadway and utility reconstruction projects, staff believes the contractor is well-qualified to successfully complete the project. Attached reference checks from comparable projects further support staff's confidence in Berger's ability to perform the work effectively and efficiently.

The Village will receive approximately $1.45 million in Surface Transportation Program (STP) funding to offset construction costs. Additionally, $4.4 million has been budgeted in the current fiscal year across the Street Improvement and the Water & Sewer Improvement Funds, which is sufficient to cover the total project cost. Additionally, the Village has already entered into a Joint Agreement to fund this project; therefore, invoicing will go through the State. Before officially awarding the project, a recommendation to award the bid to Berger with an accompanying Resolution to the State is required.

Summary

1. Boyer Road is a key north-south collector that is in dire need of roadway, underground infrastructure, and pedestrian improvements.
2. Construction is fully funded between the STP-L grant and the FY2026/27 Capital budgets
3. Berger is a respectable general contractor with many successful projects of similar size and scope.
4. The State requires a Resolution from the local agency to move forward with the project.

Recommendation

Staff recommends that the Committee of the Whole advance this recommendation and Resolution to the Village Board approving the State let bid in the amount of $3,694,061.66 to Berger Excavating Contractors, Inc.

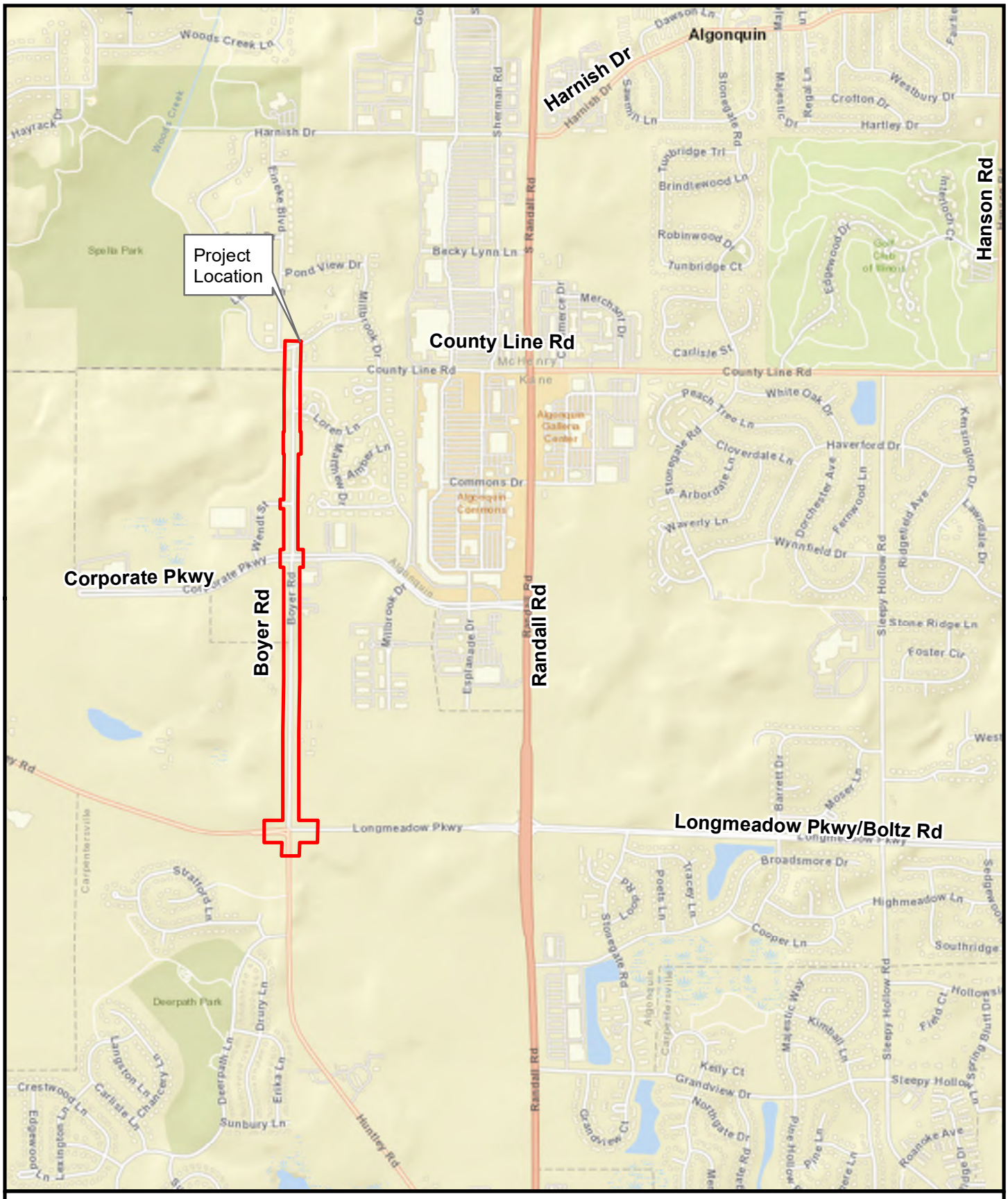
Boyer Road Improvement Project
Bid Summary

Authorized Bidders and Submitted Bid Amounts

Contractor	Location	Bid Amount
Berger Contractors, Inc.	Wauconda, IL	$3,694,061.66
A Lamp Concrete Contractors, Inc.	Schaumburg, IL	$4,297,972.63
Alliance Contractors, Inc.	Woodstock, IL	$4,279,336.39
Martam Construction Inc.	Elgin, IL	$4,510,343.44
Plote Construction, Inc.	Hoffman Estates, IL	$3,721,740.43
Schroeder Asphalt Services, Inc.	Marengo, IL	$3,988,475.32

Berger Contractors, Inc. submitted the lowest responsive bid and is within a reasonable approximation of the Engineer's Estimate.

Recommended low bidder



CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

Boyer Road
Section #: 22-00093-00-PV
Project Location Map
Algonquin, Illinois

N
W E
S

0 750 1,500 3,000
Feet

Berger Contractors Reference Checks

Compiled reference checks and contractor-provided reference information for the Boyer Road Reconstruction Project.

Reference Check – CBBEL

Project: Bernard Dr Reconstruction – Buffalo Grove, IL

Agency: IDOT

Contact: Kevin Wilson, 847-833-0274 - Kwilson@cbbel.com

Contract Cost: $8,285,000.00

Scope: Roadway Recon, Pre Cast Box Culvert Installation, Storm Sewer 12",15" 30", 42", 45" and 48". Water Main 6" and 10". Sanitary Sewer 6". Catch Basin Install 50 Ea., Manhole Install 38 Ea.

REFERNCE

1. **What project did you work with Berger Excavating on, and what was the approximate construction cost and scope (roadway, water main, sewer, drainage, etc.)?**

Water main, sanitary sewer. 30-day road closure and culvert with creek to work around.

2. **Did Berger perform the majority of the work with their own crews, or was a significant portion subcontracted?**

Yes, they self-performed everything except the asphalt. They like controlling the progress and have a lot of equipment and manpower.

3. **How would you rate their overall performance, including quality of construction, workmanship, and attention to detail?**

Good. A- or B+ (can't be perfect). They're great, and the crews are professional. They hire skilled foremen and superintendents, and laborers aren't far behind them. They have good attention to detail – daily schedules and 2-week look-ahead schedules. Keep in mind that some of their daily schedules may vary from what they do based on the equipment on site. Sometimes, the person creating the daily isn't on-site to see what changed. But they are communicative, and the work is good.

4. **Was the project completed on time and within budget? If not, how did Berger handle delays or cost issues?**

On time, yes. The village ended up extending the end time due to a delay in the new sanitary sewer and gas line. The goal was to finish before December, and they did. Regarding budget: it was over budget by 500K, but for the new service lines and misc work (sidewalks, added new services, and sanitary sewers). The Village budged 9.5 mil, so the project fell within that budget, but it went over the bid amount through IDOT.

Cost issues: They are good with verbal direction on changes via email and will continue making progress on the work instead of waiting for Springfield to approve. Extra cost stuff – they will

ask for it because they have the manpower to do so- be mindful, and you can push back on extra costs if they ask. But they always provide an RFI or cover letter – for extra money.

5. **How effectively did Berger handle challenges in the field, coordination with utilities, or unforeseen conditions? Were they responsive and easy to work with?**

There was an issue with hitting Nicor lines. Cbbel takes some blame, as did Berger. There were several shallow gas services, and they potholed ahead of work. They hit services in the roadway, which should have been marked. The project manager, Chris Lepley, was a good manager. However, they stopped work for 2-4 weeks during prime construction weather while Nicor fixed their mains. He did mention they did some small work, but nothing substantial. He said Berger should have known about the new main Nicor that had recently dropped there. (only negative thing said). I asked if he thinks they learned a lesson from the shutdown, and he said it's hard to know because the company is so big and he isn't sure if they're sharing that kind of info among the crews.

6. **Would you work with Berger Excavating again on a similar roadway or underground project? Why or why not?**

Yes. They are currently in Crystal Lake on a big job. Berger is one of their top choices for large projects. Extra costs can be a pain, but you can keep them in check. Berger will work hard, even on Saturdays, because they want to be aggressive and get jobs done quickly. However, their quality of work isn't affected by their speediness.

Reference Check – GHA Engineers

Project: 2025 Northwood Utility and Site Improvements – Buffalo Grove, IL

Agency: Village of Buffalo Grove

Contact: Nico Cascella, 847-478-9701 – Ncascella@gha-engineers.com

Contract Cost: $8,470,604.00

Scope: Roadway Reconstruction, New Storm Sewer Install 12", 15", 18", 24", 30", 36", 42" and 48". Water Main Removal and Installation. Adjustments of Existing structure and Grade work. Manhole install 29 Ea., 4' Catch Basin install 41 Ea., and Sanitary Sewer Install 12".

I have worked with Berger on a few different projects, the last one being the 2025 Northwoods Street & Utility Improvements project in the Village of Buffalo Grove and Vernon Township.

2025 Northwood Street & Utility Improvements project in the Village of Buffalo Grove. The projects' main focus was to improve the water storage and storm sewer improvements within a neighborhood. They excavated two large basins, and installed large diameter storm sewer, which included elliptical pipe and box culverts. Also, they performed roadway reconstruction on several streets; their civil crews performed all concrete/roadway removal, and fine grading of the new road base. Project cost is $9.2-9.3 million.

Berger performed most of the work besides concrete replacement, landscaping, and paving.

Berger performs high quality work on-site. They have a lot of crews and equipment to tackle almost any job.

This particular project went past the completion date and budget due to additional sanitary sewer work. This was a result of a utility conflict discovered during storm sewer installation. Nothing Berger could have done to avoid this. Even with this 3-4 week add on, the project was substantially complete before the winter. Berger and subs worked long hours to get the job done and the neighborhood back to normal as quick as possible.

From my experience we had numerous utility conflicts with our proposed storm sewer and existing utilities, the sewer foreman would help with resolving these issues. They are always willing to collaborate to keep the project progressing. On this project we had to work with Nicor/Miller Pipeline who were installing a new gas mains to avoid conflicts with the new storm sewer. There was constant communication between all parties. Berger are easy to work with in the field and at the management level. I have found that keeping an open line of communication between crews and project managers is the best bet for success.

Yes, I would like to work with Berger on future projects similar to this one. I said it before they can pretty much complete any type of project with the staff they have in the field/office and the equipment.

Reference Check – Lake County

Project: Hunt Club Rd. and Washington St. Recon – Gurnee, IL

Agency: LCDOT

Contact: Glen Petko, 847-377-7400 - Gpetko@lakecountyil.gov

Contract Cost: $15,767,314.35

Scope: Roadway Reconstruction, Storm Sewer 10”, 12”, 15”, 18” 24” and 36” Installation and Removal. DIP Water Main Install 16”, 20”, 24” and 30”. Fire Hydrants moved, adjusted and removed. Manhole install 12 Ea.

REFERENCE:

1. **What project did you work on with Berger Excavating, and what was the approximate construction cost and scope (e.g., roadway, water main, sewer, drainage)?**

Arlington Heights Rd Reconstruction (Lake-Cook to IL83) 2 miles of asphalt pavement 2 lanes either direction with center median with drainage replacement and added Village of Buffalo Grove watermain relocation. $17.8m Hunt Club Rd @ Washington St Widening & Overlay – Intersection safety improvements to add dual left turn lanes for protected phases – relocate water for CLCJAWA, Lake County Public Works & Village of Gurnee $16.5m

2. **Did Berger perform the majority of the work with their own crews, or was a significant portion subcontracted?**

Berger completed over 50% of the work themselves, but did have subcontractors for paving, traffic control, striping, signals, landscaping and other related work. They generally do a fine job of coordinating these subs and provide look ahead schedules (2-week & daily) for your management.

3. **How would you rate their overall performance, including quality of construction, workmanship, and attention to detail?**

Berger has done dozens of projects with us over the years and has been named our IRTBA Contractor of the Year about 10 times in the last 20 years as either the general contractor or part of a joint venture on larger underpass projects. We have worked through many challenges in the field together over the years, mainly with utility delays and/or village facilities found in locations or conditions that were not anticipated where sanitary or water relocation was added.

4. **Was the project completed on time and within budget? If not, how did Berger handle any delays or cost issues?**

Berger may not give you an initial 'clean' progress schedule showing their proposed work in a perfect world – IDOT and LCDOT frequently struggle with getting this and we hold back the first pay estimate until this is obtained. Instead, Berger prefers to incorporate utility conflicts which we would rather see on a second progress schedule showing proposed delays. That's how they roll and other than this initial disagreement, we typically work through any delays and extra costs caused by other amicably.

5. **How effectively did Berger manage field challenges, coordinate with utilities, or address unforeseen conditions? Were they responsive and easy to work with?**

Berger management will work with you through these challenges and has many good ideas for how to resolve if you need their advice. They have many resources in-house (vactor trucks, asphalt placing abilities, water, sewer, erosion control solutions, etc.) as well as having quick access to specialty subs they've worked with before for unusual things like ground penetrating radar, flowable fill, etc. We have often partnered with them to approach Villages on extra work to keep our roadway projects progressing smoother by having the same contractor tackle the extras for the village as part of our project rather than us stopping and bringing in another contractor which leads to delays and inefficiencies.

6. **Would you choose to work with Berger Excavating again on a similar project? Why or why not?**

Berger frequently is our low bidder on many projects, so their bid is accepted.

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 30, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

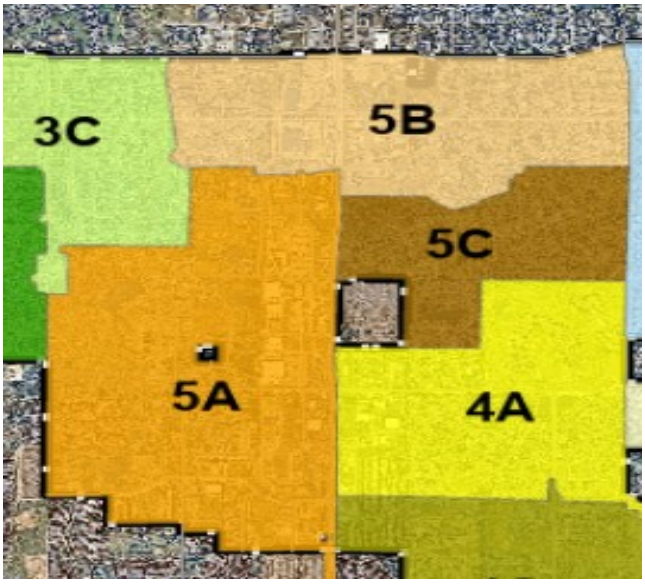
FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Annual Tree Trimming Program Contract

The Village began contracting its annual tree trimming services several years ago. The past 3-year contract was up for renewal, D Ryan Tree and Landscaping Service out of DeKalb, IL offered to keep their prices the same for the next three-year contract.

Based on our experience the Village would like to renew our contract with D. Ryan Tree and Landscaping Service. We believe we will continue to get the best service from this contractor as they are already familiar with our requirements and we don't have to go through the process of training a new company.

The following zones are scheduled to be trimmed this season; 5A, 5B, and 5C as noted on the map. This includes the following subdivisions; Arbor Hills, Fieldcrest Farms, Falcon Ridge, High Hill Farms, Tunbridge, Millbrook, Grand Reserve, Canterbury, and Esplanade.



Funds for this work are budgeted in the General Services budget for $140,000.00 The estimated proposal for D Ryan Tree and Landscape Services is $146,687.00. We will apply cost savings from tree removals in this fund to cover the overage.

Due to the competitive pricing received for the next three years, and the exceptional service provided by D Ryan Landscape, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of tree trimming services in the amount of $146,687.00 for 2026-27 and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years (2027-28 & 2028-29) at the prices provided in the bid document.

Village of Algonquin

The Gem of the Fox River Valley

TREE TRIMMING SPECIFICATIONS

1. Contract Term: Pruning for 2026/27 and all subsequent seasons is to be performed between December 15th and April 15th. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contact may be extended up to two additional pruning seasons at rates as submitted on the proposal.

2. **Please see the attached Village PO Vendor Services for the contract terms and conditions. This will be completed by both parties upon successful selection of a contractor and approval of the contract by the Village Board.**

3. Please see attached for Village insurance requirements.

4. Working Hours: Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

5. Unsatisfactory Performance: The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.

6. Contractor Representative: The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.

7. Extent of Services: The Village reserves the right to modify the work quantity in any way. Quantities listed for each season are estimates and may not fully reflect the total work, or available funding for each season. Actual quantities and available budgets will be related prior to the commencement of work.

8. Reports: Contractor shall provide a detailed monthly (or more often if requested) service report outlining services and billing for the services provided during that previous month. Reports shall include as a minimum: size, quantity, and location of each tree serviced.

9. Employees: Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised by a qualified International Society of Arboriculture Certified Arborist, and uniformed at all times.

10. Equipment and Vehicles: Equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public. Work must be performed in a manner that any debris is thrown away from nearby persons or property and debris will not be discharged on to private property.

DESCRIPTION OF SERVICES

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that pruning is performed in a manner that will maintain a healthy, clean, and professional appearance.

General Requirements

1. Pre-Tree Trimming Operations Meeting

   The successful contractor shall be required to attend a meeting scheduled by the Village of Algonquin prior to performing any tree-trimming operations. A written trimming schedule shall be submitted to the Village at this meeting. If the contractor finds it necessary to deviate from this schedule, the Village is to be notified prior to any changes being made. The Village shall be notified at least seven (7) working days prior to the start of tree trimming operations. Attendance by the contractor at this meeting declares that the contractor has carefully examined the proposal, plans, specifications, standards, form of contract and supplemental specifications and the contractor understands that he waives all right to plead misunderstanding regarding tree trimming operations and contract procedures.

2. Observance of Laws, Ordinances, and Regulations

   The contractor at all times during this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

3. Protection of the Public

   Public safety is of the utmost importance. The contractor shall exercise all necessary caution to protect pedestrian traffic and the motoring public. The contractor shall be responsible for maintain proper traffic control and is required to comply with all OSHA, ANSI, and IDOL trade standards as well as all safety laws of the Federal, State, local and Village governments. The current specification of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition shall apply to the maintenance operation. Proper warning signs and devices are required during all hours of tree trimming operations. The contractor shall make every effort to ensure that driveway aprons and the street are not obstructed with branches and materials that would prevent residents from entering and leaving their property.

4. Protection of Public and Private Property

   All necessary and reasonable precautions shall be taken to avoid damage to existing structures, plants, and lawns. Any pavements, sodded and planted areas, structures and substructures, which are disturbed during the execution of any work, shall be restored to their original condition or better by the contractor. Should any damage or unauthorized disturbance to and public property (including pavements and sidewalks) or utility facility occur, the contractor shall immediately notify the Village of Algonquin Public Works Department.

5. Protection of Overhead Utilities

   Contract tree trimming operation will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from

damage, shall immediately contact the appropriate utility company if damage should occur and shall be responsible for damage due to contractor's operations. The contractor shall make arrangement with the appropriate utility company for removal of all necessary limbs and branches, which may conflict with, or create a personal injury hazard in conducting the trimming operations of this contract.

6. Street or Lane Closures

Closure of any street or lane shall not be permitted unless authorized by the Director of Public Works. If approval is granted, all proper barricading and detouring of traffic shall be accomplished in conformance with the latest edition of the State of Illinois Manual of Uniform Traffic Control Devises for Highway Construction and Maintenance Operations and the contractor shall provide certified flaggers if necessary.

7. Work Crew Supervision

The contractor shall provide supervision of each crew at all times while working in the Village. Each supervisor must have an up to date Certified Arborist designation, must be able to converse in the English language and shall be authorized to accept and act upon directives issue by the village or their designee. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury, proper damage, or safety hazards. All employees of the contractor, working in the Village, are expected to conduct themselves in a safe, friendly, and professional manner. The contractor shall immediately notify the Village of any accidents or injuries and provide all pertinent information in a written report. This report shall include, but not be limited to location of the accident or injury, nature of the accident, vehicles involved, and other information requested by the Village. Neither the contractor, nor his agents or employees shall solicit gratuities of any kind for the performance of any work included in the contract. Violation of the provision sf this item shall be grounds for termination of this contract.

8. Hours of Operation

All contractor tree-trimming operations shall be performed between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday. No tree trimming operations shall be performed on Sundays, or legal holidays unless requested in writing and approved by the Director of Public Works. All scheduled tree trimming operation shall be completed by April 15th of the contract year.

9. Resident Notification and Contact

Contractor's crewmembers are likely to have contact with the Village resident during the performance of pruning operations and are expected to respond to residents in a courteous and professional manner. Residents in areas schedule for contract tree trimming operations will receive information from the Village prior to pruning activities. Copies of the information will be provided to the contractor at the pre-tree trimming meeting for furnishing to residents who may not have received the information. Additionally, the contractor will be provided with a phone number of Village personnel for referring resident questions, concerns, etc.

10. Inspections by Village Personnel

The Village at any time, during and/or following tree trimming operations shall inspect the sites, trees, contractors trimming practices, etc., to determine contractor compliance with specifications, requirements, and ordinances. Follow up corrections requested or required are incidental to the contract.

11. Right to Suspend Work

The Village reserves the right to suspend the work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work; or until such time necessary by reason of failure on the part of the contractor to carry out direction given, or to perform any or all provisions of the contract. No additional compensation shall be paid to the contractor because of such suspension.

12. Licenses and Permits

Should it be necessary for tree trimming operations to occur on rights-of-way under the jurisdiction of an entity other than the Village of Algonquin, it shall be the responsibility of the contractor to obtain all necessary permits, lane closure permits, and other needed authorization to conduct trimming operation on these rights-of-way. The contractor shall provide all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

13. Subcontracts

The contractor shall not be allowed to subcontract work under this contract.

14. Severability

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

15. Concurrent Operations

This a non-exclusive contract with the Village. The Village reserves the right to use other contractors or its own employees to perform tree trimming or tree maintenance work similar to that being performed under terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

16. Location and Scheduling of Work

The anticipated areas to be trimmed have been indicated in the trimming schedule exhibit A, attached hereto. This schedule is provided for estimating quantities for tree trimming to be accomplished throughout the term of the contract and is to be used for the purpose of comparing bids only. The Village reserves the right to change, add, or delete areas or quantities to be trimmed in each of the scheduled years as it deems to be in its best interest. The amount of tree trimming to be performed each year is conditioned upon the total amount of funds budgeted and approved for tree trimming g in each fiscal year. Upon approval of the proposal, the Village shall give notice to the contractor of the areas to be trimmed, the approximate number of each size of tree to be trimmed in the areas, and the total amount of the annual trimming contract, which shall not be exceed by the contractor. The contractor shall submit, for approval, a schedule of the trimming operations. All trimming shall be completed no later than April 15th of each year. Unless otherwise authorized by the Director, failure of the contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the contractor is in default of the contract. The contractor shall not exceed the total annual monetary amount authorized. The Village reserves the right to alter any forms issued for us under this contract as needed in order to insure the collection of all data necessary to update records and evaluate contractor performance.

17. Prohibited Equipment

The contractor shall not allow any person to use shoes with spikes, spurs, climbing irons, or any other footwear that may cause injury to the trees under the terms of this contract.

18. Overnight Parking on Street

No vehicles or equipment shall be parked overnight in the street or parkway without prior authorization of the director of Public Works. The Village may, or may not, provide overnight locations for staging of equipment locally.

19. Pruning Requirements

All tree trimming shall be done in accordance with the following:

a. ANSI A300 (Part 1) - 2017 Pruning

b. ANSI Z133 – 2017

c. Best Management Practices 3rd Edition - 2019, International Society of Arboriculture

Tree trimming/ pruning operation shall include maintenance pruning consisting of crown cleaning, crown thinning, crown raising, crown restoration, as well as the removal all objectionable branches otherwise described as dead, dying, diseased, interfering, and weak branches. All tree trimming/pruning operations shall be accomplished within the following requirements:

a. Collar cuts shall be made to promote wound closure under normal conditions. Wound paint/dressing shall not be utilized, unless specified by the Village.

b. Branches and limbs larger than 1 inch in diameter shall be precut (undercut) to prevent splitting or tearing of the bark. All pruned limbs/branches shall be removed from the crown of the tree prior to the end of day's operations.

c. Branches in excess of 4 inches in diameter shall be lowered to the ground with ropes or other mechanical devices/equipment.

d. At least one of all crossing or rubbing branches shall be removed.

e. To the extent possible, all tree trimming operations shall be conducted in an effort to achieve the natural form and shape of the tree. Pruning operations shall leave 50% of the foliage evenly distributed in the lower 66% of the trees crown. Pruning operations shall not remove more than 25% of the total tree foliage in a single year.

f. Limbs shall be removed which overhand building so as to provide a minimum of ten (10) feet of clearance between the building and remaining limbs. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determination cannot be easily made, the Village shall be consulted.

g. Water sprouts and suckers shall be removed from the trunk and main laterals.

20. Equipment

Equipment used by the contractor for pruning shall be of sufficient type, capacity, and quantity to safely and efficiently perform the pruning work as specified. Under no circumstances shall any

motorized equipment be permitted to be driven on parkways, driveways, or public areas while performing work under the provisions of this contract. All equipment to be used by the contractor shall be listed and supplied in writing with the proposal. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on site demonstration of the capability of any proposed equipment to provide satisfactory performance. Testing and certification records for equipment may also be requested/required. In the event the contractor's equipment breaks down in the field or otherwise, the contractor will supply replacement equipment within twenty-four (24) hours of the breakdown.

21. Clean Up and Disposal

All material and/or debris produces as a result of tree trimming operation shall be removed from site each evening prior to work crews leaving the site. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches and logs shall be removed from the parkway at the end of the day's operation. Areas experiencing trimming operations are to be left in a condition equal to that which existed prior to the commencement of trimming operations. Proposer is advised that the proposal includes contractor/proposer hauling and disposal of all tree debris at legal disposal locations of the contractors/proposer's choice, with all associated costs being the responsibility of the contractor/proposer and included in the proposed pricing. No temporary storage of material and/or debris will be permitted on Village sites or work areas.

22. Aerial Line Clearance

It shall be the responsibility of the contractor to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. All relate tree trimming/pruning operations shall be accomplished with the following requirement:

a. Attention is to be give to the extent possible to present a symmetrical appearance after the tree is reduced from proximity to the overhead utility lines. Trees should be shaped to remain in an appearance that is shapely and typical of their species. Sides shall be reduced in order to maintain a tree like form.

b. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.

c. Trees shall not be reduced by more than 1/3 of the total area existing prior to trimming.

23. Precautions

The contractor shall take all necessary steps and precautions to protect the trees from insect and disease damage that may be cause by the contractor trimming operations. The following minimum precautions shall be taken:

a. Trees and branches having thin bark and being susceptible to sun scald shall be trimmed during the dormant season so that damage will be minimized.

b. Trees suspected of being infected or diseased shall be trimmed in a manner to minimize the spread of the infection of disease. Tools and other equipment capable of transmitting the infection or disease shall be disinfected with alcohol after each cut has been make and shall be thoroughly cleaned after each tree had been trimmed.

c. Elm trees susceptible to Dutch Elm Disease shall not be trimmed between the period of May 1 through October 15 without direction of the Village.

24. Notice of Defective Trees

During tree trimming operations, the contractor shall provide written notice to the Village of the locations of all trees suspected of being diseased or infected, structurally weak, having split crotches or branches, and having decayed trunks or branches.

25. Inspection of Work

All phases of the parkway tree trimming operations performed under this contract will be subject to inspection by and with the approval of the Village. The Village shall have the right to inspect any materials or equipment to be used for the duration of the contract. The contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work finished under this contract up to the time of final acceptance by the Village. Items not complying therewith may be rejected by the Village and be replace by the contractor at no cost to the Village.

26. Measurement and Payment

Tree trimming shall be paid for at the contract unit cost each for tree trimming of the size class specified and multiplied by quantity of trees trimmed. The classification of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of tree shall be measured at a height of 4.5 feet above the average ground level of the tree. Multi-stemmed trees having a crotch less than 4.5 feet above the ground shall be measured at the height of one foot below the crotch. It is the contractor's responsibility to ensure that the measurements are consistent for r accurate and proper billing. The information that the Village initially provides is strictly based upon measurements taken within the last 12 months prior to assigning the seasons work according to this request for a proposal. Any inconsistencies with measurement information shall be brought to the attention of the Village prior to billing.

The contractor shall submit invoices on a monthly basis. Payment of such invoices shall be made within thirty (30) days after receipt and following the satisfactory inspection of completed work to permit the updating of necessary records that allow for invoice verification. All invoices shall contain trimming dates, address, number of trees at address, species, DBH, and invoice amount.

Size Classes by DBH

0-6.0 inches
6.1-12.0 inches
12.1-18.0 inches
18.1-24.0 inches
24.1-36.0 inches
36.1 inch or greater

27. Terms of Contract

The initial term of this contract shall be a one (1) year period expiring. Upon mutual agreement of both parties, the contract may be extended up to two additional years at the same unit pricing. The amount of work to be completed in each year of the contract is solely dependent upon the funds appropriated each year by the Village Board for the purposes of contractual tree trimming. This contract places no obligation on the Village to appropriate funds for said work. It is understood by the contractor that the quantities listed in the trimming schedule is an estimate of the work to be completed during each year and are only listed for the comparison of bids and use of preparing annual budgets. The Village reserves the right to add and delete quantities to this contract as it deems in the best interest of the Village.

Proposal Form – Tree Trimming

Date: 4.28.2026

Company: D RYAN TREE + LANDSCAPING SERVICE LLC

Address: 17271 IL RT 23

City, State, Zip: DEKALB IL 60115

Phone Number: 630-800-8767

Contact Person: DARIN RYAN

Authorized Signature: [signature]

Tree Size	Estimated Quantity	Unit Price	Total Price
0-6 Inches	2765	$ 18.00	$ 49770.00
7-12 Inches	1690	$ 24.00	$ 40560.00
13-18 Inches	1095	$ 34.00	$ 37230.00
19-24 Inches	149	$ 48.00	$ 7152.00
25-36 Inches	95	$ 115.00	$ 10925.00
Greater than 36 Inches	6	$ 175.00	$ 1050.00
TOTAL COST	XXXXXXXXXXXXXXXXXXXXX		$ 146687.00

I certify that the above unit prices shall be good for the 2027-28 and 2028-29 seasons should the Village choose to re-new the contact for an additional 2 years beyond the 2026-27 season.

Signature: [signature]

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 05/05/2026

TO: Tim Schloneger, Village Manager
Nadim Badran, Public Works Director/Deputy Village Manager
Vince Kilcullen, Public Works, General Services Superintendent

FROM: Michael Reif, Internal Service Supervisor / Fleet Manager

SUBJECT: Authorization to Purchase 2026 Ford Ranger

Staff recommends the purchase of a 2026 Ford Ranger for the Parks and Ecology division. The Ford Ranger is not currently available through an existing competitive purchasing agreement. However, it is offered through National Auto Fleet Group under Sourcewell Contract #081325-NAF at a total cost of $40,100.12.

In an effort to ensure completive pricing and fiscal responsibility, staff also requested a quote from Sutton Ford of Matteson, Illinois, which currently hold the Suburban Purchasing Agreement contract for the Ford F-150 and Super Duty Trucks. Sutton Ford provided a quote of $37,987.00 for the same vehicle.

The FY 2026-2027 budget includes $48,000 for this vehicle purchase. Both quoted prices fall within the approved budget, with the Sutton Ford quote representing a savings of $2113.12 compared to the Sourcewell contract price.

Staff recommends authorizing the purchase of one 2026 Ford Ranger from Sutton Ford of Matteson, Illinois, in the mount of $37,987, as it provides the lowest responsive quote and best value to the Village.

Prepared for: , Village of Algonquin

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625

Client Proposal

Prepared by:
Nic Cortellini
Office: 815-464-9200
Email: ncortellini@curriemotors.com
Quote ID: 2026-APW1
Date: 05/04/2026

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Algonquin
Prepared by: Nic Cortellini
05/04/2026

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

Exterior: Oxford White
Interior: Ebony w/Cloth Front Bucket Seats

* Running boards
* P255/70RS17 AT BSW front and rear tires
* Lock-up transmission
* Stainless steel single exhaust
* Lead acid battery
* Fuel tank capacity: 17.99 gal.
* Driver selectable drivetrain mode
* Bluetooth wireless audio streaming
* AM/FM stereo radio
* Seek scan
* Vehicle body length: 210.6"
* Standard ride suspension
* Power door mirrors
* DRL preference setting
* Deep tinted windows
* Manual climate control
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* 17 x 7.5-inch front and rear silver aluminum wheels
* Overdrive transmission
* Transmission electronic control
* All-speed ABS and driveline traction control
* Battery run down protection
* Auto stop-start engine
* Steering wheel mounted audio controls
* 10.1 inch primary display
* AM/FM
* SYNC 4 external memory control
* Wheelbase: 128.7"
* Trip computer
* Manual folding door mirrors
* Daytime running lights
* Variable intermittent front windshield wipers
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 6 airbags

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$36,850.00
Equipment Group 100A Standard	N/C
Engine: 2.3L EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: 6,270 lbs	Included
Tires: 255/70R17 All-Terrain BSW	Included
Wheels: 17" Silver-Painted Aluminum	Included
Cloth Front Bucket Seats	Included
128" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo	Included
SYNC 4A	Included
STX Appearance Package	Included
Halogen Fog Lamps	Included
LED Reflector Headlamps	Included
STX Fender Badge	Included
Ebony w/Cloth Front Bucket Seats	N/C
Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Algonquin
Prepared by: Nic Cortellini
05/04/2026

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

Major Equipment

* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer
* Full folding rear seats
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* Rear bench seat
* Bucket front seats
* Front passenger seat with 6-way directional controls
* Manual front seat head restraint control
* Manual reclining driver seat
* Manual driver seat fore/aft control
* Manual height adjustable control passenger seat
* Cloth front seat upholstery
* Manual driver seat lumbar
* 4-wheel antilock (ABS) brakes
* Brake assist system
* Manual rear child safety door locks
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* Rear seat center armrest
* Driver seat with 6-way directional controls
* Height adjustable front seat head restraints
* Front seat center armrest
* Manual height adjustable driver seat
* Manual reclining passenger seat
* Manual passenger seat fore/aft control
* Cloth front seatback upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill start assist

As Configured Vehicle

	MSRP
Front License Plate Bracket	N/C
Black Running Boards	$750.00
Front & Rear Splash Guards/Mud Flaps	$130.00
Tough Bed Spray-in Bedliner	$525.00
Pro Power Onboard - 400W	$225.00
SUBTOTAL	$38,480.00
Destination Charge	$1,895.00
TOTAL	**$40,375.00**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

Fuel Economy

City		Hwy
20 mpg		24 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Algonquin
Prepared by: Nic Cortellini
05/04/2026

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R4P	Base Vehicle Price (R4P)	$36,850.00
Packages		
100A	Equipment Group 100A Standard *Includes:* *- Engine: 2.3L EcoBoost* *Includes auto start-stop technology.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul and slippery.* *- 3.73 Axle Ratio* *- GVWR: 6,270 lbs* *- Tires: 255/70R17 All-Terrain BSW* *- Cloth Front Bucket Seats* *Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift.* *- Radio: AM/FM Stereo* *Includes 6 speakers and A and C USB ports.* *- SYNC 4A* *Includes enhanced voice recognition communications and entertainment system, 10" center display, AppLink, 911 Assist and Apple CarPlay and Android Auto compatibility.* *- STX Appearance Package* *- Wheels: 17" Silver-Painted Aluminum* *- Halogen Fog Lamps* *- LED Reflector Headlamps* *- STX Fender Badge*	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost *Includes auto start-stop technology.*	Included
44T	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal, ECO, sport, tow/haul and slippery.*	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,270 lbs	Included
Wheels & Tires		
STDTR	Tires: 255/70R17 All-Terrain BSW	Included
64E_	Wheels: 17" Silver-Painted Aluminum	Included
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

As Configured Vehicle (cont'd)

Code	Description	MSRP
B	Cloth Front Bucket Seats *Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift.*	Included

Other Options

128WB	128" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo *Includes 6 speakers and A and C USB ports.* *Includes:* *- SYNC 4A* *Includes enhanced voice recognition communications and entertainment system, 10" center display, AppLink, 911 Assist and Apple CarPlay and Android Auto compatibility.*	Included
55J	Pro Power Onboard - 400W	$225.00
153	Front License Plate Bracket *Standard in states where required by law, optional to all others.*	N/C
18D	Black Running Boards	$750.00
86S	Tough Bed Spray-in Bedliner Ford accessory.	$525.00
17B	Front & Rear Splash Guards/Mud Flaps Ford accessory.	$130.00

Exterior Color

YZ_01	Oxford White	N/C

Interior Color

BH_03	Ebony w/Cloth Front Bucket Seats	N/C

Upfit Options

01	Illinois M-Plates	$203.00

SUBTOTAL	$38,683.00
Destination Charge	$1,895.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		$40,578.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Algonquin
Prepared by: Nic Cortellini
05/04/2026

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625 | Quote ID: 2026-APW1

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$36,850.00
Options	$1,630.00
Colors	$0.00
Upfitting	$203.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,895.00
Subtotal	$40,578.00
Discount Adjustments	
Discount Adjustments	-$2,600.00
Total	$37,978.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 5/6/2026

TO: Tim Schloneger, Village Manager.
Nadim Badran, Public Works Director.
Vince Kilcullen, General Service Superintendent.

FROM: Michael Reif, Internal Services Supervisor/Fleet Manager.

SUBJECT: Approval for Purchase of LeeBoy 1000G Paver.

Staff recommends the purchase of a LeeBoy 1000G Paver from Casey Equipment, located in Arlington Heights, Illinois. This equipment is necessary to support the Village's ongoing street maintenance and paving operations. The Village's existing paver is a 2001 model, and has began to have a number of significant maintenance issues, which delay the output of the Street Division's paving operations while in repair.

Casey Equipment is an approved vendor through Sourcewell cooperative purchasing program under contract No.060122-VTL. Utilizing this cooperative contract satisfies the Village's procurement requirements and ensures completive pricing without the need for a separate bid process.

The total cost for the LeeBoy 1000G is $145,000. Funds for this purchase have been approved in the FY2026-2027 budget.

Staff recommends that the Village Board approve the purchase of the LeeBoy 1000G Paver from Casey Equipment in the amount of $145,000 through the Sourcewell Contract No.060122-VTL.

CASEY EQUIPMENT

1603 E. Algonquin Rd.
Arlington Heights, IL 60005
Ph: 847-437-8686
Fax: 847-437-8738

16754 New Ave.
Lemont, IL 60439
Ph: 630-257-1261
Fax: 630-257-0614

1548 Huntwood Dr.
Cherry Valley, IL 61016
Ph: 815-332-8222
Fax: 815-332-3056

Ship To: IN STORE PICKUP

Branch		
01 - ARLINGTON		
Date	Time	Page
04/06/2026	21:26:26 (O)	1
Account No	Phone No	Est No 01
ALGON002		Q01533
Ship Via	Purchase Order	
Tax ID No		
COREY FORD		Salesperson 017

Invoice To: VILLAGE OF ALGONQUIN
110 MEYER DRIVE
ALGONQUIN IL 60102

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 04/22/2026 Amount

COREY FORD

SOURCEWELL CONTRACT # 060122-VTL

WARRANTY: 5 YEAR FULL FACTORY WARRANTY

SALE REQUIRES SIGNED SALES ORDER AND PO#. BALANCE DUE NET
10 DAYS UPON RECEIPT. FOB: CASEY EQUIPMENT ARLINGTON HEIGHTS

NO SALE IS CONSIDERED COMPLETE UNTIL A SIGNED AND ACCEPTED
QUOTE IS APPROVED BY A CASEY EQUIPMENT OFFICER

New LEEBOY 1000G PAVER 137850.00
Hours: 0
****INCLUDING THE FOLLOWING FEATURES****
1000G PAVER
01 LEEBOY 1000G PAVER
02 49 HP KUBOTA ENGINE
03 8'-13' HYDRAULICALLY EXTENDABLE LP SCREED
04 VIBRATING AND HEATED LEGEND SCREED WITH 4 BURNERS
05 WIRED FOR SONIC AUGERS
06 DIGITAL DISCPLAY WITH GAUGE PACKAGE
07 OIL PRESSURE AND WATER TEMPERATURE GAUGES
08 VOLT METER
09 TACHOMETER
10 HOUR METER
11 HORN
12 BACK-UP ALARM
13 LOCKABLE FUEL AND HYDRAULIC CAPS
14 WASH-DOWN SYSTEM W/HD PUMP
15 LOW DECK PROFILE
16 ONE SEAT

This invoice is subject to all the terms, provisions, conditions, and limitations of the parts, service, or sales agreement concerning the goods, services, or equipment sold or leased as described therein. Errors are subject to correction. Examine this invoice carefully as it will be deemed correct unless errors are reported to Casey Equipment Company, Inc. within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fees.

Returns on eligible items but be approved and are subject to a 25% service and restocking charge. No returns are allowed on electrical items. Prices in effect at the time of shipment will apply.

No returns are allowed on any item after 30 days.

Title to the above property shall not pass to the buyer upon delivery but shall remain in seller until the entire purchase price of the item is paid in full.

X

Received By

Thank You For Your Business!

CASEY EQUIPMENT

1603 E. Algonquin Rd.
Arlington Heights, IL 60005
Ph: 847-437-8686
Fax: 847-437-8738

16754 New Ave.
Lemont, IL 60439
Ph: 630-257-1261
Fax: 630-257-0614

1548 Huntwood Dr.
Cherry Valley, IL 61016
Ph: 815-332-8222
Fax: 815-332-3056

Ship To: IN STORE PICKUP

Branch		
01 - ARLINGTON		
Date: 04/06/2026	Time: 21:26:26 (O)	Page: 2
Account No: ALGON002	Phone No:	Est No: 01 Q01533
Ship Via:	Purchase Order:	
Tax ID No:		
COREY FORD	Salesperson: 017	

Invoice To: VILLAGE OF ALGONQUIN
110 MEYER DRIVE
ALGONQUIN IL 60102

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 04/22/2026 Amount

17 AMBER SAFETY STROBE LIGHT
ALL STANDARD FEATURES
****INCLUDING THE FOLLOWING OPTIONS****
1011951 HOSE REEL (LIMITED TO 1)
1022711 SONIC AUGER, SENSORS, AND CORDS
1011957 LED Work Light Package: Qty 4
1022709 Fail-Safe Brake

Miscellaneous Charges/Credits

INBOUND FREIGHT & PREP	Qty: 1	Price:	2750.00	2750.00
LEEBOY EXTENDED WARRANTY	1		4400.00	4400.00

Subtotal: 145000.00
Authorization: _____ Quote Total: 145000.00

This invoice is subject to all the terms, provisions, conditions, and limitations of the parts, service, or sales agreement concerning the goods, services, or equipment sold or leased as described therein. Errors are subject to correction. Examine this invoice carefully as it will be deemed correct unless errors are reported to Casey Equipment Company, Inc. within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fees.

Returns on eligible items but be approved and are subject to a 25% service and restocking charge. No returns are allowed on electrical items. Prices in effect at the time of shipment will apply.

No returns are allowed on any item after 30 days.

Title to the above property shall not pass to the buyer upon delivery but shall remain in seller until the entire purchase price of the item is paid in full.

X _____
Received By

Thank You For Your Business!

1000G Asphalt Paver

Small footprint, large results. The gravity-feed tilt hopper featured on the 1000G can be raised to a steeper level than any other paver in its class allowing for optimum material flow. This paver boasts of a sleek design in which the hopper wings can be retracted. This dynamic feature allows continuous material flow while reducing the machine's overall width. As on all LeeBoy pavers, this smaller track paver features our superior Legend Screed system that is proven to supply one of the best mats in the industry.

Performance Features:

- 49 hp (37kw) Kubota Tier 4 Final Diesel Engine
- Paving Widths Variable Up To 13'
- Low Deck Configuration
- Best-In-Class Tilt Hopper Angle
- Single Lever Hopper and Wing Control
- Ultra-efficient Material Management System
- Under Auger Material Cut-Off Gates
- 5.5 Ton Capacity Material Hopper
- Steel Track for Superior Flotation
- Proven Legend Screed System
- Heated and Vibrating Screed System

1000G Asphalt Paver Specifications

Dimensions	- Length: 9’ 6” - Width: 8’ 6” transport 9’ hopper wings down - Height: 7’ - Total Weight: 11,000 lbs.
Engine	Kubota turbocharged diesel, Tier 4 Final – 49 hp (37kw)
Capacities	- Fuel: 13.5 gallons - Hydraulic reservoir: 45 gallons - Washdown tank: 13.5 gallons
Hopper	Hopper size: 5.5 ton
Paving Widths	- Variable up to 13’
Paving Depths	- Depth: 0” to 6”
Screed	- Legend Propane full free floating screed - Consisting of a main screed and two hydraulically operated screed extensions - Equipped with a electric vibrator
Screed Heat	- Two propane burners on main screed - One propane burner on each extension
Screed Crown/Valley	- Equipped with a crown/valley adjustment - Includes a depth indicator for the operator
Material Handling	- Two independent hydraulically operated under auger material cut-off gates - Two independent hydraulically operated cast augers
Operator’s Platform	Full machine width platform, left side seat
Operator’s Controls	- All control levers are on left side - Right side levers include left/right drive control, right auger, right screed extension hopper - Color graphic control screen with digital read outs. Review and monitor system vitals including: oil pressure, hour meter, fuel gauge, volt meter, water temp, tachometer, hydraulic oil temp, engine diagnostics

Steering	- Independent hydrostatic steering from left or right side of machine
Washdown System	Electric HD pump with two hoses and spray nozzles
Push Rollers	Two rollers with sealed bearings
Track Drive System	- Hydrostatically powered, self-cleaning friction drive tracks - Track size: 14” wide x 4’ long steel (wheel base) - Paving speed: 0 to 220’ per minute (2.5 mph) - Travel speed: 0 to 220’ per minute (2.5 mph)
Additional Standard Equipment	- Back-up alarm - LED beacon light - Horn - Lockable fuel and hydraulic caps - Electric gauge package (oil pressure, voltmeter, fuel) - Wired for sonic auger, sensory and cord
Optional Equipment	- Two-speed track drive (track only) - Fail-safe brake - Rubber tire drive system - Sonic auger, sensors and cords - Slope meter - LED work light package - Hose reel, limited to one - Electric screws for grade controls - Wiring only, grade controls (TopCon), includes A/M modules - Sonic grade control, one side (TopCon)

ST Engineering LeeBoy, Inc. ▪ 500 Lincoln County Parkway Extension ▪ Lincolnton, NC 28092 ▪ 704.966.3300
www.LeeBoy.com

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Product Specifications

LeeBoy 1000G Asphalt Paver

Tilt Hopper, Gravity-Fed

The following specifications are based on the 1000G Asphalt Paver manufactured by LeeBoy. Because of continuous equipment research and development, we reserve the right to change these specifications. For more information, questions or assistance preparing specifications, please contact your local LeeBoy Dealer.

1. **Dimensions:**
   a. Length: 9'6"
   b. Width: 8'6" transport
      9' hopper wings down
   c. Height: 7'
   d. Total Weight (with screed): 11,000 lbs.

2. **Engine:**
   a. Kubota turbocharged diesel
   b. Tier 4 Final – 49hp (37kw) @ 2,600 RPM

3. **Capacities:**
   a. Fuel: 13.5 gallons
   b. Hydraulic: 45 gallons
   c. Washdown tank: 13.5 gallons

4. **Hopper:**
   a. Gravity fed, hydraulically raised hopper
   b. Side wings fold in or out
   c. Hopper size: 5.5 ton
   d. Hopper height: 22"

5. **Paving Widths:**
   a. Variable up to 13'

6. **Paving Depths:**
   a. Depth: 0" to 6"

7. **Available Screeds:**
   a. Legend Propane Screed, Variable up to 13', weight 1,750 lbs
   View detailed Screed specifications

8. **Material Flow Gates:**
   a. Two independent hydraulically operated 4' wide gates located under the augers and constructed of at least .25" A-36 plate steel

9. **Material Augers:**
    a. Two independently operated hydraulic casted augers constructed with .625” segmented A 36 steel
    b. Augers are 9” diameter

10. **Operator’s Platform:**
    a. Full machine width platform with left hand seat

11. **Operator’s Controls:**
    a. All control levers are on the left side
    b. Right side levers include left and right drive control, right auger, right screed extension and hopper
    c. Color graphic control screen with digital readouts. Review and monitor system vitals including: oil pressure, hour meter, fuel gauge, voltmeter, water temp, tachometer, hydraulic oil temp, engine diagnostics

12. **Steering:**
    a. Independent hydrostatic steering from the left or right side of machine

13. **Washdown System:**
    a. Electric HD pump with one 22’ x .375” and one 15’ x .375” diameter hoses and spray nozzles

14. **Hydraulic System:**
    a. Variable volume hydraulic pumps for each drive
    b. A constant volume pump for all other hydraulic functions

15. **Push Rollers:**
    a. Two 3” diameter rollers with sealed bearings

16. **Track Drive System:**
    a. Hydrostatically powered, self-cleaning friction drive tracks consisting of two drive tires and hydraulically adjustable front idler
    b. Drive mechanism consists of two torque hubs for variable speeds
    c. Track size: 14” wide x 48” long steel
    d. Paving speed: 0 to 220’ per minute (2.5 mph)
    e. Travel speed: 0 to 220’ per minute (2.5 mph)

17. **Additional Standard Equipment:**
    a. Back-up alarm
    b. Lockable fuel and hydraulic caps
    c. LED beacon light
    d. Horn
    e. Adaptable for field automation installation

18. Optional Equipment:

a. Two-speed track drive, with fail-safe included
b. Fail-safe brake
c. Rubber tire drive system
d. Sonic auger, sensors and cords
e. Slope meter
f. LED work light package
g. Hose reel, limited to one
h. Electric screws for grade controls
i. Wiring only, grade controls (Topcon), includes A/M modules
j. Sonic grade control, one side (Topcon)

19. Training, Support and Company

a. Training and support manuals
b. Optional on-site operator training by Dealer
c. Two-year, unlimited hours warranty against any manufacturer defects
d. Extended warranty available
e. 55+ years manufacturing experience
f. ISO 9001 Certified
g. Sourcewell Contract #052417-VTL
h. Manufactured in the USA

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 6, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Well 11 Pump Repairs

Background

Following the removal and inspection of the pumping equipment from Well 11, Water Well Solutions Illinois, LLC identified several operational and mechanical deficiencies within the well equipment assembly. Inspection findings determined that the motor is no longer operational, with the motor megger reading at zero and evidence of external heat damage present. Additionally, the pump shaft coupling was seized to the motor shaft.

Further inspection of the bowl assembly revealed buildup within the bowl components and pitting and grooving on the pump shaft. The column assembly was found to be generally serviceable; however, several threaded pipe ends require cutting and rethreading, one coupling requires replacement, and the surge valve should also be replaced. Water Well Solutions also recommended sandblasting and epoxy coating the column assembly for additional longevity, along with replacement of zinc sleeves and pitless O-rings.

Water Well Solutions Illinois, LLC provided a detailed repair proposal and inspection report outlining the recommended repairs necessary to restore the well to reliable operation. The total proposed repair cost is $86,678.00.

Scope of Work

The proposed work includes:

· Rebuild of the pump bowl assembly
· Replacement of the bowl shaft and pump coupling
· Replacement of the existing motor with a new 150HP Hitachi motor
· Replacement of 250 MCM 600V cable
· Cutting and rethreading of column pipe
· Replacement of one 10” coupling
· Sandblasting and epoxy coating of column pipe
· Replacement of pitless O-rings
· Chlorination services

· Reinstallation and testing of pumping equipment

Water Well Solutions Illinois, LLC is the Village's preferred well contractor and is responsible for conducting well evaluations and inspections, annual testing requirements, and repair work associated with the Village's water supply wells.

Recommendation:

Although this repair was not anticipated during the budget preparation process, sufficient funds are available within the Water & Sewer Operating Fund to cover this necessary expense. Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Well 11 pump repairs, in an amount not to exceed $86,678.00, to Water Well Solutions Illinois, LLC.

Water Well Solutions Illinois, LLC

1505 Frontenac Rd
Naperville, IL 60563
www.wwssg.com

Water Well Solutions
P: 630-365-9099

PROPOSAL TO:

Date: 3/24/2026

Company: Village of Algonquin
Address: 110 Meyer drive
City: Algonquin, IL 60102
Attention: Jason Meyer
Chief Water Operator

Phone:
Fax:

Job Name:
Algonquin Well 11 Pump Repairs

Qty	Description	Unit Price	TOTAL
	Algonquin Well No. 11 Pump Repairs		
20	HRS; Machinist & helper, rebuild pump bowl	$440.00	$8,800.00
1	Materials for bowl repair: bearings, cplg, paint, misc items	$2,575.00	$2,575.00
1	New bowl shaft	$966.00	$966.00
93	FT; 250MCM 600v cable	$60.00	$5,580.00
2	Cut & rethread	$250.00	$500.00
1	New 10" coupling	$554.00	$554.00
90	Sandblast and epoxy coat pipe w/ transport	$152.00	$13,680.00
2	Pitless O-rings	$180.00	$360.00
1	Chlorination	$1,850.00	$1,850.00
1	150HP, 4pole, 460v, 12" Hitachi motor	$51,813.00	$51,813.00
	OPTION: 150HP Sunstar Type M 4pole 12" motor	$116,828.00	
	REINSTALLATION PROPOSED IN INITIAL PROPOSAL		
	NO WELL REHABILITATION INCLUDED. SAMPLING BY OWNER		
	Assumed proper rig access and no unusual downhole circumstances		

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 10 days of invoice date, for those materials ordered.

Total Amount Proposed $86,678.00

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date.	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance.
BY: _____ DATE: _____	BY: _____ DATE: _____

Water Well Solutions

Water Well Solutions Illinois, LLC

Village of Algonquin

Well 11

Pump Inspection Report

JOB NAME:	**Algonquin**		**WELL NO:**	**11**	**DATE:**	**3/23/2026**
JOB NO:	20018	**INSPECTED BY:**	John Lilja, Tom Lanan, Todd Kerry			
MOTOR:	150HP Hitachi, 460v, 4pole	**BOWL ASSEMBLY:**	Pump Group J14MC-4stg bowl			
CABLE:	250 MCM, 600v	**COLUMN ASSEMBLY:**	10" T&C, 92 ft			

The motor is megging 0, and the pump shaft coupling is seized to the motor shaft. Moreover, the motor appears to have external heat damage	The bowl has some buildup however, overall the tolerances are acceptable. the pump shaft does have pitting and grooving.

The pipe is in overall OK condition. One of the threaded pipe ends is deeply pitted and requires rehab. The surge valve should also be replaced. Moreover, the column assembly should be sandblasted and epoxy coated ID/OD for further longevity.

Bowl Assembly Comments:

The bowl is repairable, and should be rebuilt after cleaning. The bowl shaft should be replaced as well as the pump coupling.

Motor Comments:

The motor is currently megging 0 with and without the cable. The motor should be replaced

Column Assembly Comments:

The pipe is in overall OK condition. Two of the threaded pipe ends need cutting/rethreading. One cplg should be replaced. The surge valve should also be replaced. Moreover, the column assembly should be sandblasted and epoxy coated ID/OD for further longevity. 2 zinc sleeves should be replaced as well. The Pitless o-rings should be replaced as well.

Cable Comments:

The cable megs well at 2.2 gigaohms, however given the shallow depth and replacement of the motor, WWS has quoted replacement cable.

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: May, 1 2026 **Purchase Order No.**

Project:	**Location:**
Well number eleven repairs	**2000 Sandbloom Rd.**

Originating Department: Water Treatment

Owner	Contractor/Vendor	Architect/Engineer
Owner : Village of Algonquin **Address:** 2200 Harnish Dr Algonquin, IL 60102 **Phone:** 847-658-2754 **Fax:** 847-658-2759 **Contact:** Jason Meyer	Name: Water Well Solutions Illinois, LLC Address: 825 E North Street Elburn, IL 60119 **Phone:** 630-201-0749 **Fax:** 630-365-9069 **Contact: Todd Kerry**	Name: N/A Address: **Phone:** **Fax:** **Contact:**

PREVAILING WAGE NOTICE: This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is $__86,678.00_____.

SCOPE OF WORK: Furnish the Work/items described below in accordance with the following plans and specifications:

Q General Contract, dated _____, 2026__ **Q Specification No(s): _____, dated _____, 2025__**

Q Plans dated : _____ **Q Addendum No(s): _____**

Q Other:_____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Labor and materials required to replace the pumping equipment for well number eleven.	$86,678.00	$_____
Project cost not to exceed $ 86,678.00			**TOTAL**	**$86,678.00**

NOTES:

1) _____

2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (l) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

ACCEPTANCE OF PURCHASE AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR: **PURCHASER: Village of Algonquin**

By: _____ **Title:** _____

Authorized Vendor Representative

Revision Date: August 14, 2018

Dated: _____

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

3. Familiarity With Plans; Qualifications: Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. Workmanship; Safety: All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. Extra's and Change Orders: No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof it the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual

possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall confirm to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

15. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

16. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

17. Records, Reports and Information: Contractor/Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Contractor/Vendor and the results thereof. Contractor/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Contractor/Vendor on a mutually agreed date and time.

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:

_____ Date _____

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 6, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Well 15 Repair & Reinstall

Background

Following the removal and inspection of the pumping equipment from Well 15, Water Well Solutions Illinois, LLC identified significant operational and structural concerns within the well. During the inspection process, sand and gravel were found to have pumped through the equipment, indicating substantial deterioration within the well structure. Additionally, a total depth ("TD") measurement determined that approximately thirty-eight (38) feet of fill material has accumulated at the bottom of the well.

These findings suggest the potential partial collapse or failure of the well structure and present risks including reduced well efficiency, excessive wear and damage to pumping equipment, diminished water quality, and potential operational failure if corrective action is not taken. Water Well Solutions has provided a detailed inspection report and cost proposal outlining the recommended repairs and rehabilitation measures necessary to restore the well to reliable operation.

Scope of Work

The proposed work includes:

· Pipe rehabilitation and threading repairs
· Installation of a new 8" surge control valve
· Replacement of the existing pump with a Goulds 12 CMC 2-stage pump
· Replacement of the motor with a new Hitachi 50HP motor
· Replacement of #4 cable and pitless cap gaskets/O-rings
· Mobilization and demobilization of pump hoist equipment and support tools
· Pump reinstall and testing services

Water Well Solutions Illinois, LLC is the Village's preferred well contractor and is responsible for conducting well evaluations and inspections, annual testing requirements, and repair work associated with the Village's water supply wells.

Recommendation:

Although this repair was not anticipated during the budget preparation process, sufficient funds are available within the Water & Sewer Operating Fund to cover this necessary expense. Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Well 15 repair and reinstall, in an amount not to exceed $67,027.20, to Water Well Solutions Illinois, LLC.

Water Well Solutions

May 6, 2026

Mr. Jason Meyer
Chief Water Operator
Village of Algonquin
10 Meyer Dr.
Algonquin, IL 60102

RE: WELL NO. 15 REPAIRS & REINSTALL PROPOSAL:

Upon pull and inspection of the equipment from Well 15, it was found that sand and gravel had pumped through the equipment. A total depth ("TD") measurement was taken and found that there was approximately 38 feet of fill at the bottom of the well. These two factors indicate that the Well has potentially collapsed. For your records and considerations, the equipment inspection report is attached which includes recommendations for the equipment repairs.

Following remediation, WWS's CasingGuard™ Swage Liner was installed. Subsequent test pumping demonstrated that the installation was successful in restoring the well to operational status. Test results confirmed that well capacity remained consistent, and further development is not warranted at this time.

Water Well Solutions ("WWS") performs work on a time and material basis in accordance with the attached labor rate sheet. The below estimate is a cumulation of the projected total project cost thus far:

Village of Algonquin Well No. 15				
	QTY	Unit	Unit Cost	Extended Total
Prior Approval: Removal & Inspection	-	-	-	$8,920.00
Pipe Rehabilitation				
Threading Machine plus Machinist	2.5	HR	$203.00	$507.50
Yard Help	2.5	HR	$146.00	$365.00
New 8" Surge Control Valve	1	EA	$1,400.00	$1,400.00
New Pump; Goulds 12 CMC 2-Stage	1	EA	$13,850.00	$13,850.00
New Motor; Hitachi; 10" 460V 50HP Motor (6 weeks)	1	EA	$31,315.00	$31,315.00
New Cable; #4 Cable	90	FT	$10.33	$929.70
New Pitless Cap Gasket & O-Rings	1	EA	$2,000.00	$2,000.00
Miscellaneous Items	1	LS	$1,000.00	$1,000.00
Mobilization; Of large pump hoist, tools and support equipment to site	1	LS	$600.00	$600.00
Rig & 2-man crew; pump reinstall & test.				
Small Rig; 1-Man	12	HR	$230.00	$2,760.00
Serviceman & Service Truck	12	HR	$240.00	$2,880.00

Demobilization; Of large pump hoist, tools and support equipment to site	1	LS	$500.00	$500.00
Total Equipment Repairs & Reinstall				**$67,027.20**

WWS recognizes that our clients' needs are dynamic, and we are committed to continuous improvement to deliver satisfaction and comprehensive solutions for our customers, water systems, and assets.

If you have any questions, comments or concerns, please do not hesitate to contact me directly on my cell phone at (630) 201-0749 or at the office at (630) 369-9099.

Sincerely,

Todd E. Kerry
Vice President
Water Well Solutions

Jesse Balluff
Project Manager
Water Well Solutions

Signature:_____

Name:_____

Title:_____

Date:_____

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: May, 1 2026 **Purchase Order No.** _____

Project:	**Location:**
Well number fifteen repairs	**39W180 Huntley Rd.**

Originating Department: Water Treatment

Owner	Contractor/Vendor	Architect/Engineer
Owner : Village of Algonquin **Address:** 2200 Harnish Dr Algonquin, IL 60102 **Phone:** 847-658-2754 **Fax:** 847-658-2759 **Contact:** Jason Meyer	Name: Water Well Solutions Illinois, LLC Address: 825 E North Street Elburn, IL 60119 **Phone:** 630-201-0749 **Fax:** 630-365-9069 **Contact: Todd Kerry**	Name: N/A Address: **Phone:** **Fax:** **Contact:**

PREVAILING WAGE NOTICE: This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is $ 67,027.20 .

SCOPE OF WORK: Furnish the Work/items described below in accordance with the following plans and specifications:

Q General Contract, dated _____, 2026 **Q Specification No(s): _____, dated _____, 2025**

Q Plans dated : _____ **Q Addendum No(s): _____**

Q Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Labor and materials required to replace the pumping equipment for well number fifteen.	$67,027.20	$_____
Project cost not to exceed $ 67,027.20			**TOTAL**	**$67,027.20**

NOTES:

1) _____

2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (l) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

ACCEPTANCE OF PURCHASE AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR: **PURCHASER: Village of Algonquin**

By: _____ **Title:** _____

Authorized Vendor Representative

Dated: _____

SUPPLEMENTAL CONDITIONS

1. **Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. **Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

3. **Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. **Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. **Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. **Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof it the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. **Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual

possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05.**

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall confirm to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

15. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

16. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

17. Records, Reports and Information: Contractor/Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Contractor/Vendor and the results thereof. Contractor/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Contractor/Vendor on a mutually agreed date and time.

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:

_____ Date _____

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 5/6/2026

TO: Tim Schloneger, Village Manager.
Nadim Badran, Public Works Director.
Vince Kilcullen, General Services Superintendent.

FROM: Michael Reif, Internal Services Supervisor/Fleet Manager.

SUBJECT: Approval for purchase of Anti-Ice Sprayer for Hook Lift Trucks.

Staff is requesting approval to purchase an anti-ice sprayer unit designed for use with the Village's existing hook lift trucks. This equipment will support winter operations by applying liquid anti-icing solutions directly to roadways in advance of or during winter weather events.

The proposed anti-ice sprayer will enhance the Village's snow and ice control program by shifting from a strictly reactive approach to a more proactive strategy. By applying liquid anti-icing solutions ahead or during precipitation, the Village can:

- Prevent snow and ice from bonding to pavement surfaces.
- Improve overall roadway safety and drivability.
- Reduce the total amount of salt required.
- Lower long -term material and operational cost.

This method of snow and ice removal is widely utilized by municipalities across the country and has proven to be an effective best practice in winter maintenance operations.

The tank and spraying system will be purchased from Bonnell Industries of Dixon, Illinois in the amount of $63,845.22. Bonnell Industries is a Sourcewell vendor (Vendor number 155876) allowing the Village to utilize cooperative purchasing for this acquisition. The FY27 budget includes funding for this purchase.

Staff recommends approval of the purchase of an anti-ice sprayer to improve roadway safety, increase operational efficiency, and align the Village with modern, cost-effective winter maintenance practices.

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0191071
Quote Date: 4/22/2026

FINANCING AVAILABLE
ASK US FOR DETAILS

Bill To: 0005755
VILLAGE OF ALGONQUIN
2200 HARNISH DRIVE
ALGONQUIN, IL 60102-5995

Ship To: 01
VILLAGE OF ALGONQUIN
110 MITCHARD WAY
ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
Fax:

Confirm To: DAN GRIGGLE Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	5/22/2026

Ordered	Unit	Item Number
1.00	EACH	**TRUCK EQUIPMENT** INSTALL THE FOLLOWING ON EXISTING UNIT WITH A EXISTING HOOK LIFT 138-18-40 3 LANE VARITECH ANTI-ICE SYSTEM. MOUNTED ON A BONNELL SKID (GALVENIZED) HOSES RAN TO FRONT OF BODY FOR STUCCI HOOK UP BEHIND CAB. FEED BACK CABLE TO RUN TO FRONT OF BODY FOR HOOK UP BEHIND CAB. STAINLESS STEEL LIGHT BAR ON BACK OF BODY WITH STOP/TURN/TAILS AND 2 SETS OF WHELEN 500 SERIS AMBER/ GREEN FLASHERS AND 3 BAR CLUSTER. FORCE AMERICA WIRING AND MODULE FOR 3 LANE SYSTEM CONTRLLED BY 6100 ULTRA.
1.00	EACH	***HOSE REEL 1/2"X100'**
1.00	HR	**/LABOR-TE** Truck Labor
1.00	EACH	**35Z51612080604C** STUCCHI GRC6Z (5) [(1) FAP17Z 1 SAE, (1) FAP15Z 3/4 SAE, (1) FAP13Z 3/4 SAE (1) FAP9DZ 1/2 SAE (1) FAP9DZ 3/8 SAE] COMPLETE PLATE
1.00	EACH	**815606259** STUCCHI PARKING STATION GR10-9 MEDIUM SP60
1.00	EACH	**B-S14-07-10BIN** MALE PLUG, 14 PIN WITH 10' OF 16/14 CABLE, SELF-CLOSING STORAGE, NO SPLICE KIT, NORMAL POLARITY, EZ CONNECTOR
1.00	EACH	**FOR-1018613** HARNESS, ISOBUS, TANK SIDE, 3 LANE, 16FT INCLUDES DLA, BRACKET AND HARNESS
1.00	EACH	**FOR-1131982** HARNESS, ISOBUS, CHASSIS SIDE, GEN 5, 10/20 PORT, 30FT INCLUDES POWER HARNESS, CAN HARNESS AND ISOBUS CONNECTOR
1.00	EACH	**LDS-AI2600G-HCL-3NBSDN** 2600 GALLON GALVANIZED 3 LANE ANTI-ICE SYSTEM, HYDRAULIC CLOSED LOOP,

Continued

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0191071
Quote Date: 4/22/2026

FINANCING AVAILABLE
ASK US FOR DETAILS

Bill To: 0005755
VILLAGE OF ALGONQUIN
2200 HARNISH DRIVE
ALGONQUIN, IL 60102-5995

Ship To: 01
VILLAGE OF ALGONQUIN
110 MITCHARD WAY
ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	5/22/2026

Ordered	Unit	Item Number
		BAFFLE BALLS, STAINLESS STEEL SPRAY BAR, DEUTSCH CONNECTORS, NO CONROLS OR CABLES. MOTOR ACCEPTS 16GPM AT 2000PSI.
1.00	EACH	**CUSTOMIZATION-MFG**
		STAINLESS STEEL LIGHT BAR ON BACK OF BODY WITH STOP/TURN/TAILS AND 2 SETS OF WHELEN 500 SERIS AMBER/ GREEN FLASHERS AND 3 BAR CLUSTER. THIS WILL BE FOR A HOOKLIFT ANTI ICE TANK SKID.
1.00	HR	**/LABOR-MFG**
		SANDBLAST AND GALVANIZE LABOR
1.00	EACH	**BON-008420-16**
		HOOKLIFT SKID, 16' V-BOXES, 61-3/4" HOOK HEIGHT, 41-5/8" SKID WIDTH, 18' USABLE LENGTH
2.00	EACH	**BON-008403**
		8"X10" HOOKLIFT SKID WHEEL AND 12-1/2" LONG GREASABLE AXLE
		MODIFIED PIN AND PAINTED
4.00	EACH	**BON-009011**
		SIDE PLATE FOR HOOKLIFT ROLLER
6.00	BAG	**SAND**
		BLASTING MEDIA, BLACK DIAMOND COAL SLAG # 4080 (SMALL GRIT)
1,100.00	LB	**GALVANIZE**
		GALVANIZE ITEM
1.00	EACH	**/SHOP SUPPLIES**
1.00	EACH	**/FREIGHT**
		ESTIMATED FREIGHT

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110 MITCHARD WAY
ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
Fax:

Confirm To: DAN GRIGGLE Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	5/22/2026

Ordered	Unit	Item Number

SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:

- **DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.**
- **NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.**
- **15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS**
- **THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.**

Net Order:	63,845.22
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	63,845.22

AUTHORIZED APPROVAL CONTACT NAME (PRINTED): _____

AUTHORIZED APPROVAL CONTACT (SIGNATURE): _____

APPROVAL DATE: _____ **CUSTOMER PO NUMBER:** _____

0008 Matt Hazelwood BS1

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 5, 2026

TO: Tim Schloneger, Village Manager

FROM: Vince Kilcullen, General Service Superintendent

SUBJECT: 2026 Rock Salt Contract to Salt Xchange Inc.

The Village participated in Lake County's joint bid for the furnishing and delivering of bulk rock salt, and bids were opened on Tuesday, April 23, 2026. The rock salt will be used for snow and ice control, and it will be stored at Public Works.

This is year one (1) with an optional one (1) year bid extension from the 2026 Lake County joint bid. The low bidder is Salt Xchange, Inc., in the amount of $283,800.00. This total comes from the unit price provided by Salt Xchange for a minimum of 80% of the estimated usage to a maximum of 120% of the estimated usage. The Village expects to order 2,200 tons of rock salt at the unit price of $129.00/ton. This is budgeted in the General Service Material Fund, any overages will be transferred from other savings within the General Service Budget. Salt Xchange, Inc. is a reputable company and has completed contracts of this type and scope for many surrounding communities.

Summary

1. This annual program utilizes General Service Material Fund to purchase rock salt for snow and ice control.
2. Salt Xchange, Inc. has provided satisfactory performance with previous contracts.

We ask that the board motion to authorize the Village Manager or his designee to execute this contract with Salt Xchange Inc., for rock salt in the amount of $283,8000.000 for the 2026 – 2027 season, and further authorize the Village Manager or his designee to sign a one (1) year extension to said contract for 2027 -2028, in an amount not to exceed 5% of the previous year's contract price.

64	Village of Algonquin	TONS	2,200	80% - 120% UNIT PRICE	NO BID	NO BID	$	129.26	$	129.00
				120% - 150% UNIT PRICE			$	141.26	$	139.00
				EARLY DELIVERY UNIT PRICE			$	129.26	$	125.00

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 12, 2026

TO: Tim Schloneger, Village Manager

FROM: Cliff Ganek, Deputy Director of Public Works/Village Engineer

SUBJECT: Recommendation for Local Funding Commitment for the 2026 Safe Streets For All Grant Application

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The Village is pursuing grant funding through the Safe Streets and Roads for All (SS4A) program administered through the U.S. Department of Transportation. The proposed grant application would fund a corridor study focused on Sherman Road while specifically addressing the intersection of Harnish Drive and Sherman Road.

In recent years, the intersection has experienced an increase in traffic crashes, with a total of 58 reported accidents between 2020 and 2024. This crash frequency is considered high relative to the traffic volumes on these roadways. In addition, the Village has received numerous complaints from residents and visitors expressing concerns that the intersection is confusing and unsafe. McHenry County has similarly received complaints regarding the intersection and has forwarded those concerns to the Village.

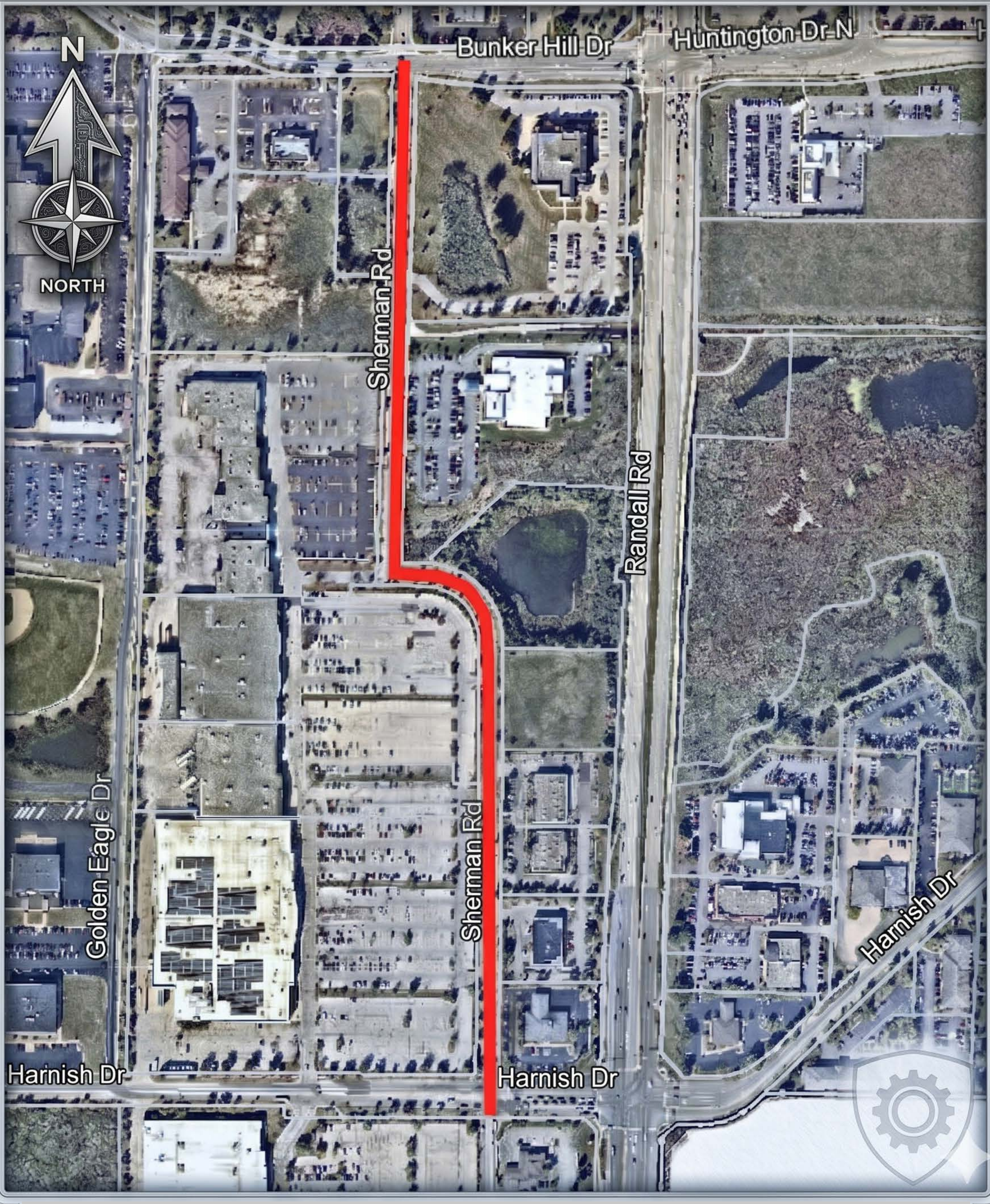
Currently, the four-leg intersection operates with three-way stop control for eastbound, northbound, and southbound traffic, while westbound traffic approaching from Randall Road remains free-flowing. Conversion to a four-way stop is not considered feasible due to the close proximity to Randall Road, which could result in traffic backups affecting Randall Road operations.

Staff believes it is important to evaluate the broader corridor and surrounding traffic patterns rather than focusing solely on the intersection itself. The area includes a mix of commercial uses, restaurants, and other traffic-generating developments that may be contributing to operational and safety concerns.

The SS4A grant application is due May 26, 2026, and provides an 80/20 funding split, with 80% funded through the grant and 20% funded locally. The Village's estimated local share for the study is approximately $26,000. If awarded, staff anticipates utilizing Street Improvement Fund revenues in FY27/28 to fund the Village's local share.

Recommendation

Staff recommends the Committee of the Whole move this item forward to the Village Board for consideration and approval of the Resolution authorizing the required local funding commitment for the SS4A grant application.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