Village of Algonquin
Committee of the Whole
May 19, 2026
7:45 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin

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 Major Amendment to the Planned Development to Allow Outdoor Storage in the Triangle Parking Area for SmartStop Self Storage
   - B. Consider a Public Event License for Fox 14 Marina for Summer Saturday Food Truck Events at 811 North Harrison Street
4. **General Administration**
5. **Public Works & Safety**
   - A. Consider an Agreement with Baxter and Woodman Natural Resources for Arbor Hills Natural Area Maintenance
   - B. Consider an Agreement with Baxter and Woodman Natural Resources for Randall Road Wetland Maintenance
   - C. Consider an Agreement with Suburban Concrete for the 2026 MFT Concrete Program
   - D. Consider Agreement with Brown Equipment Company for the purchase of a Stepp Asphalt Dumping Trailer
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 19, 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

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."

COMMITTEE REVIEW:
The Request was heard at the May 12th, 2026, Committee of the Whole meeting and was continued with the request that the Petitioner provide additional information regarding security operations for the triangle parking and answers to questions raised by the Committee of the Whole. The Petitioner believes that they are prepared and has requested to be on the agenda for their second Committee of the Whole meeting.

DISCUSSION:
Staff update to condition "b." to make sure rear landscaping is planted to the standards required in the 2015 approval:

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. The remainder of the property shall be landscaped per the landscape plan approved in Ordinance 2015-O-16;

Staff update condition "c." to remove marine craft as permitted outdoor storage uses per the Committee's direction.

c. Outdoor storage shall be limited to passenger vehicles, recreation vehicles (RVs), and 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.

Staff also added a condition requiring that a board-on-board fence be installed along the north property line of the Subject Property.

d. SmartStop shall remove the chain-link fence on the Subject Property and 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

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 in the Triangle Parking Area 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. The remainder of the property shall be landscaped per the landscape plan approved in Ordinance 2015-O-16;

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;

d. SmartStop shall remove the chain-link fence on the Subject Property and 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.

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

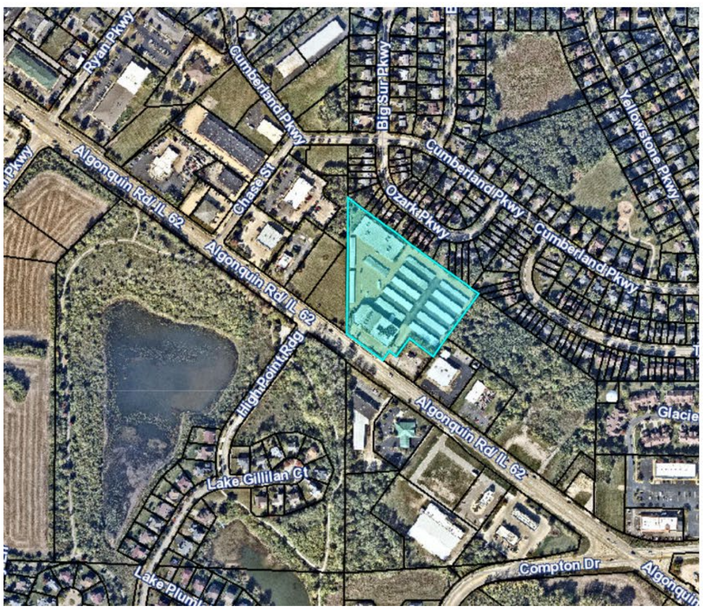
REQUEST SUMMARY

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".

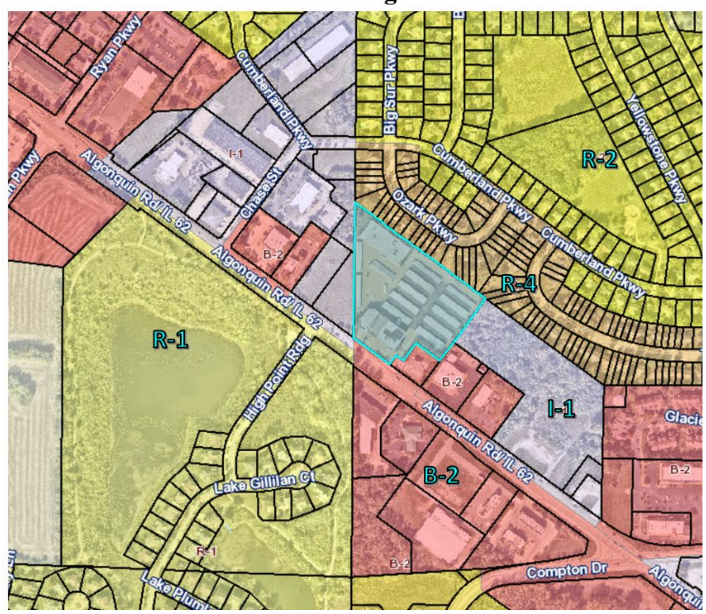
BACKGROUND

<u>Site Information</u>

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.		

<u>Property History</u>

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

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.

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.

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.

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

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)

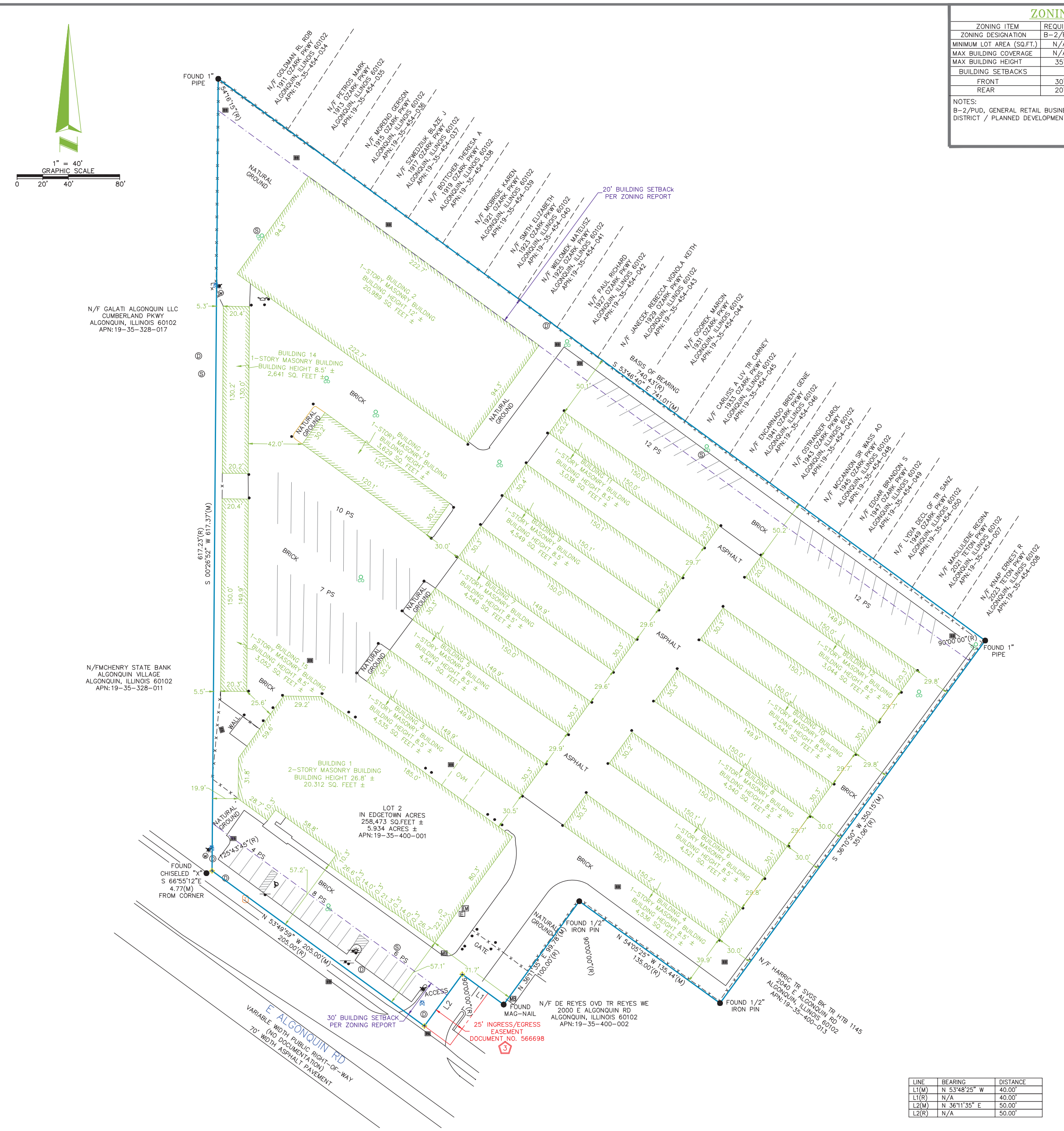
3 — 25 FOOT EASEMENT FOR INGRESS AND EGRESS DISCLOSED IN EDGETOWN ACRES SUBDVISION PLAT RECORDED MAY 17, 1972 AS DOCUMENT 566698 AND TERMS AND PROVISIONS CONTAINED THEREIN.
(AFFECTS, PLOTTED AS SHOWN)

LEGEND

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

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE SURVEY.



LINE	BEARING	DISTANCE
L1(M)	N 53°48'25" W	40.00'
L1(R)	N/A	40.00'
L2(M)	N 36°11'35" E	50.00'
L2(R)	N/A	50.00'

SURVEYED BY:

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

ZONING DATA

ZONING ITEM	REQUIRED
ZONING DESIGNATION	B-2/PUD
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

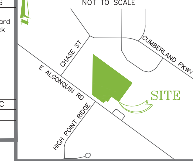
PARKING REQUIREMENTS

Parking is per Site Plan Approval by the Zoning Board for this property per Patrick M. Knapp, Senior Planner, 847.658.2700.

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°09'26.7005"
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:

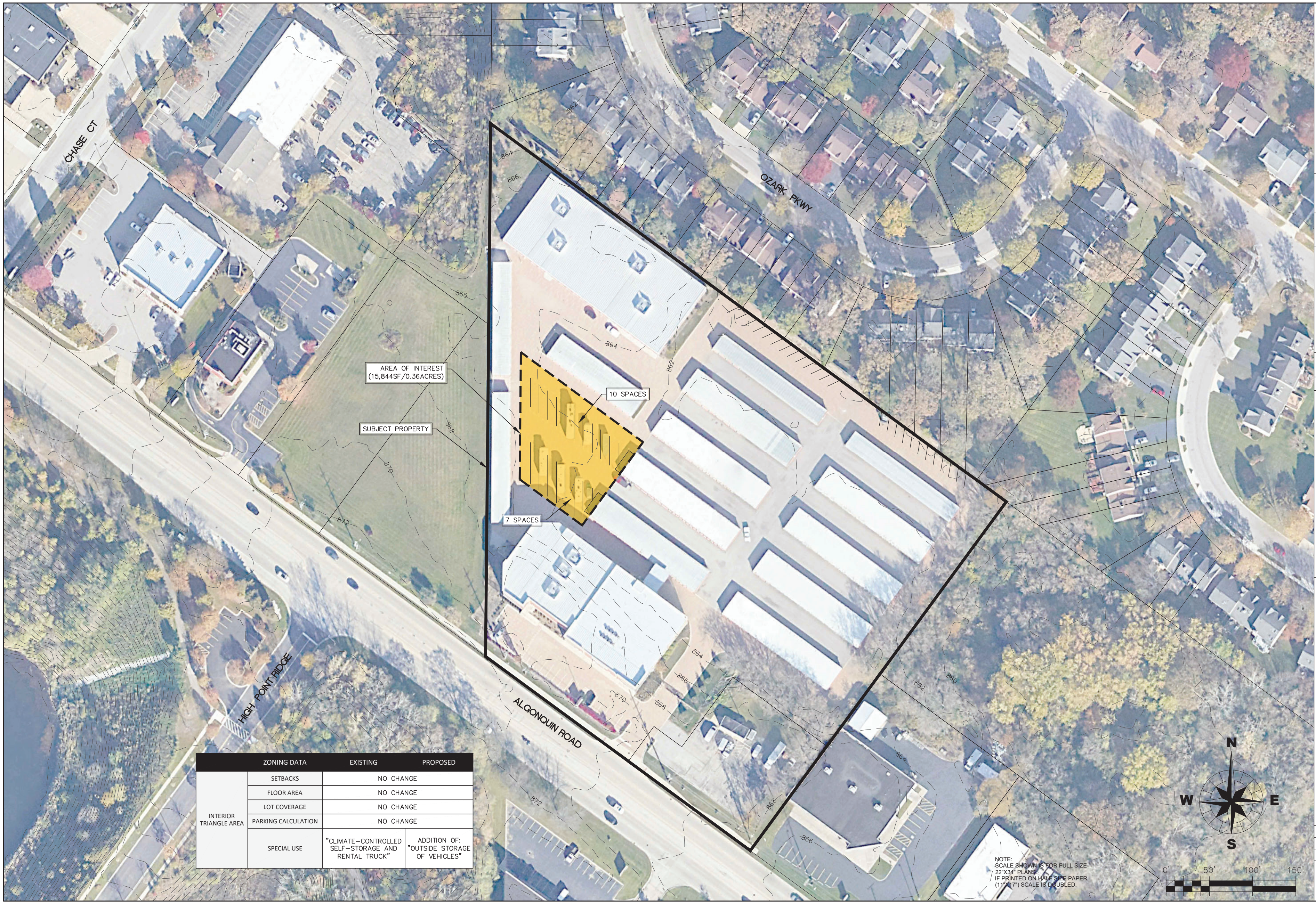
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 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.

PROFESSIONAL LAND SURVEYOR
ROBERT J. WINNICKI
3976
FAYETTEVILLE
ARKANSAS
STATE OF ILLINOIS

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"

TITLE: **PUD AMENDMENT - INTERIOR TRIANGLE AREA**

1910 E. ALGONQUIN RD. ALGONQUIN, IL 60102

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

EX242083 PUD MINOR AMENDMENT - TRIANGLE.DWG

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

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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
Fred Martin
Village Clerk

Michelle Weber
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 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, 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.

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:

John C. Schmitt

Village President John C. Schmitt

(SEAL)

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

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 19, 2026
SUBMITTED BY:	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
DEPARTMENT:	Community Development
SUBJECT:	Consider a Public Event License for Fox 14 Marina for Summer Saturday Food Truck Events at 811 North Harrison Street

ACTION REQUESTED:

Nicole Schroeter, representing the Fox 14 Marina, is seeking approval of a Public Event License to host a food truck at 811 North Harrison Street (Fox 14 Marina) every Saturday through the 2026 summer season, from 12:00 p.m. to 5:00 p.m.

DISCUSSION:

The applicant proposes hosting a food truck on the Fox 14 Marina property every Saturday throughout the summer. The marina has outdoor seating areas available for boaters while docked. The applicant states that food options for marina customers are limited, as there are no restaurants within walking distance of the marina. Port Edward Restaurant is the only restaurant in Algonquin with available dock access, but the applicant notes that dock space there is often limited and that customers are often looking for a quick meal or snack. Please note that a food truck at this location is consistent with the Village's mobile food vendor policies, as there are no existing brick-and-mortar food establishments in the immediate area.

RECOMMENDATION:

If the Committee of the Whole advances this matter to the Village Board for approval of the Public Event License, staff recommends the conditions outlined below:

- The Public Event/Entertainment License Fee shall be paid prior to the event;
- This Public Event/Entertainment License shall be valid through September 26, 2026;
- 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;
- 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;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department and the necessary inspections shall be allowed. A copy of the permit(s) shall be shared with the Village of Algonquin Community Development Department;
- 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
- Event Narrative
- 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: Saturday Food Truck Event

Sponsoring Organization:
Name: Fox 14 Marina Contact Name: Nicole Schroeter
Address: 811 N. Harrison St.
City, State, ZIP: Algonquin, IL 60102
Phone: [redacted] Email: [redacted]

Event Coordinator:
Name: Nicole Schroeter
Home Address: [redacted]
City, Sta[redacted]
Phone: [redacted] Email: [redacted]

Event Information: (Please also refer to attached letter.)

Describe the Nature of the Event: The marina will arrange for a different food truck to be present on the property every Saturday throughout the summer from 12-5pm.

New Event [X] Repeat Event [ ] If repeat, will anything be different this year? This would be a new event we would hope to repeat throughout the summer.

Event Address: 811 N. Harrison St. Algonquin, IL 60102

Date(s) and Time(s) of the Event: Saturdays 12-5pm

Rain Date(s), if applicable:

Set-Up Date/Time: Saturdays 12-5pm

Maximum Number of Attendees/Participants Expected: 50 - 200 (customers of marina)

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): If any revenue is received, customers of the marina will be made aware of what project/updates the money will be put towards.

Event Website: ____________________

Event Details:
Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: ____________________

No security different from what is down there each weekend is necessary, unless Algonquin requests it.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: plenty of parking at the marina The food truck would be parked where customers already there for the weekend would have access.

Will there be a need for road closures? Yes ☐ No ☒ If Yes, please explain: ____________________

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

unless required

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

Are you wishing to post temporary sign(s) announcing the event? Yes ☐ No ☒ 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 ☒

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 ☒
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: ____________________

We provide our own music with the marina's bluetooth speakers.

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.): The staff at the marina has plenty of seating and will not require anything extra for the event.

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

Name of on-site contact during the event (please print): Nicole Schroeter
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

4/28/26
Date

Nicole Schroeter
Printed Name of Applicant

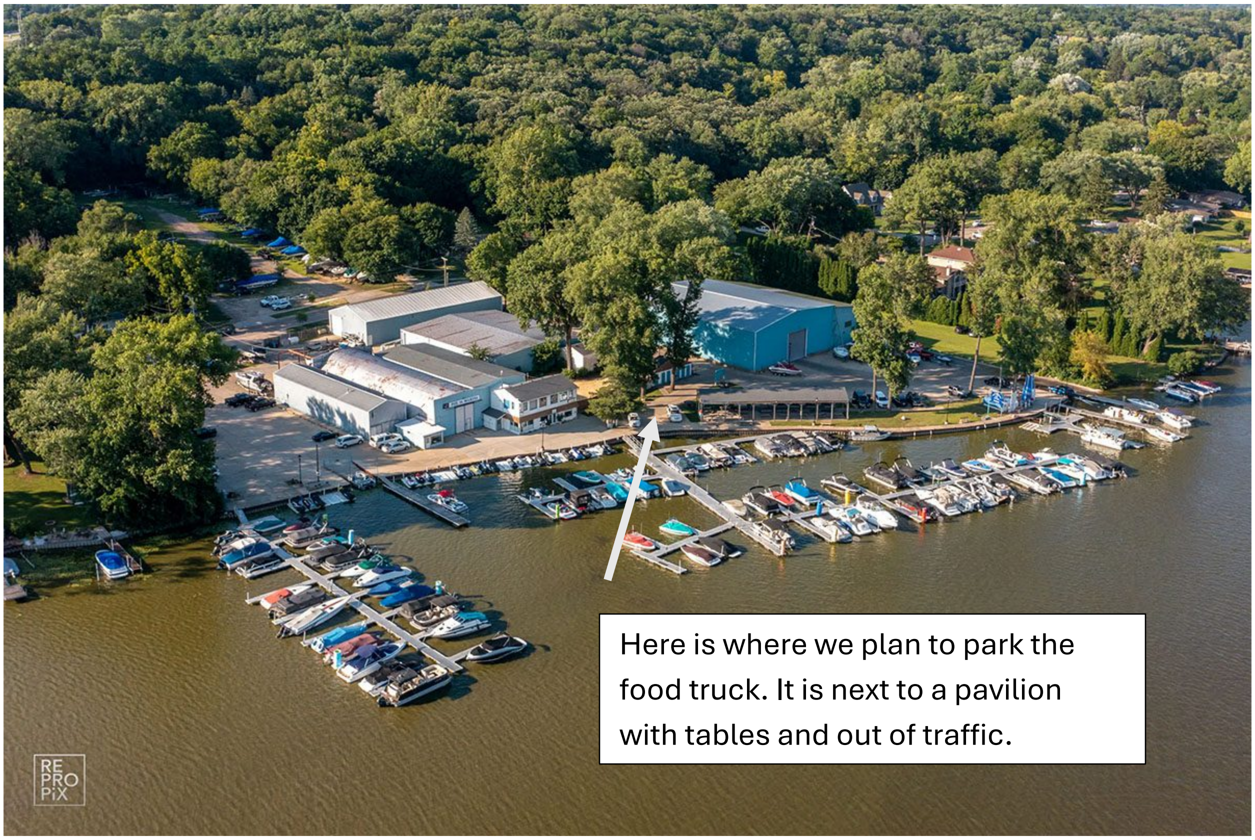
(8/2017)

Village of Algonquin and the Community Development Department:

I am writing on behalf of the Fox 14 Marina team. We acquired ownership of the marina on January 30, 2026. At that time, we sent out customer surveys to get feedback from all our customers. From the helpful feedback we have received, we have learned that customers are really wanting a fun environment that allows people to gather at the marina with their families. We want to do just that for them all summer by offering them unique opportunities. We would really like to host a different food truck on the property each Saturday from 12:00 p.m. until 5:00 p.m. (weather permitting). By offering this to both customers and those who gather at the marina, we feel that we will not only create a fun environment for all those present customers, but we will also create a gathering place and sense of community for those visiting Algonquin along the Fox River. Boaters tend to spend the entire day out on the water with their families and friends. Having a food option that is affordable, convenient and safe for boaters will allow many families to enjoy more time on the water in Algonquin. This will also draw people to our town and will allow boaters and friends to see what else Algonquin has to offer. This can only benefit business for everyone. Currently, there is one other restaurant accessible by boat south of our marina, Port Edwards. This is the only restaurant that offers a place to dock, but often the docks are very full and the restaurant lacks the capacity for additional customers. Additionally, larger families often cannot afford the price associated with a sit down dining experience and a less expensive alternative is more beneficial for them. The closest restaurants heading up North are bars. Bars are generally not family friendly and not as welcoming for families with children they need to feed. We do not feel that we will be taking business away from local restaurants by offering this to our customers. Our customers usually just buy food from our ship store; however, we can offer them something fun and unique and give them something to look forward to each week by having a rotating food truck vendor present at the Marina. Building a sense of community is our utmost priority. We want families to have something to enjoy and talk about each week in Algonquin. Please consider our intentions with the food trucks and allow us to bring something fun and unique to the Village of Algonquin.

Sincerely,

Nicole Schroeter and the Fox 14 Marina Team


Here is where we plan to park the food truck. It is next to a pavilion with tables and out of traffic.
RE PRO PiX

VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 19, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Brad Andresen, Chief Ecologist

SUBJECT: 2026-2028 Arbor Hills Natural Area Maintenance Vendor Services Agreement

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Background

The Arbor Hills Nature Preserve Restoration Project was completed in 2023 as part of the Village's ongoing efforts to improve green infrastructure areas and enhance ecological diversity. Following restoration, the site entered the establishment maintenance phase, which is critical to ensuring long-term success of the restored prairie and wet-prairie plant communities. Although the restoration has progressed well overall, the establishment period has taken longer than originally anticipated due to significant weed pressure throughout the site. Continued maintenance and stewardship efforts are necessary to control invasive and non-native vegetation, so native species can become fully established and self-sustaining. Baxter & Woodman Natural Resources has submitted a proposal to provide ecological stewardship and monitoring services for the 15.5-acre Arbor Hills Nature Preserve from 2026 through 2028.

Discussion

The proposed 2026-2028 Arbor Hills maintenance program will provide continued stewardship and monitoring services necessary to support the successful establishment of native vegetation throughout the site. The maintenance program includes:

- Invasive species control through spot mowing and selective herbicide applications targeting non-native and weedy vegetation.
- One maintenance mowing event during the 2026 growing season to reduce invasive seed production, specifically targeting teasel.
- A prescribed burn will be conducted in 2027 by certified burn professionals to improve native plant health and suppress invasive species.
- Site inspections and annual reporting throughout the three-year contract period to monitor restoration progress.
- Optional supplemental overseeding, if necessary, using the same native prairie and wet-prairie seed mix utilized during the original restoration.

The proposed costs for the 2026-2028 stewardship program are outlined below:

ARBOR HILLS 2026-2028 ECOLOGICAL STEWARDSHIP COSTS

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
1	**Year 1 - 2026**				
1.1	2026 Invasive Weed Control	3	Each	$4,950.00	$14,850.00
1.2	2026 Maintenance Mowing	1	Each	$3,100.00	$3,100.00
1.3	2026 Site Assessment/Annual Report	1	Lump	$1,050.00	$1,050.00
Year 1 - 2026 Subtotal					**$19,000.00**
2	**Year 2 - 2027**				
2.1	2027 Invasive Weed Control	3	Each	$4,950.00	$14,850.00
2.2	2027 Prescribed Burn	1	Lump	$6,100.00	$6,100.00
2.3	2027 Site Assessment/Annual Report	1	Lump	$1,050.00	$1,050.00
Year 2 - 2027 Subtotal					**$22,000.00**
3	**Year 3 - 2028**				
3.1	2028 Invasive Weed Control	3	Each	$4,250.00	$12,750.00
3.2	2028 Site Assessment/Annual Report	1	0	$1,050.00	$1,050.00
Year 3 - 2028 Subtotal					**$13,800.00**
TOTAL					**$54,800.00**
4	**Optional Supplemental Overseeding**				
4.1	Supplemental Overseeding	1	Each	$7,500.00	$7,500.00
Optional Supplemental Overseeding Subtotal					**$7,500.00**

* NOTE THAT ALL COSTS ARE NON-PREVAILING WAGE

The total proposed cost for the three-year stewardship program is $54,800, with an optional supplemental overseeding cost of $7,500 if determined necessary during the contract period. Staff is once again looking to utilize Baxter and Woodman Natural Resources for this work, as they have been the primary maintenance provider to the Village's natural areas, including the original restoration of this site. Entering the site into another three-year maintenance cycle will prevent a larger-scale re-naturalization process in the future, as weed growth will continue to smother native species.

Staff Recommendation

Staff recommends the Village Board approve the Baxter & Woodman Natural Resources 2026-2028 Arbor Hills Ecological Stewardship Vendor Services Agreement at the next Village Board meeting. Staff is requesting approval for an amount not to exceed $62,300 to account for optional supplemental overseeding services, if deemed necessary during the contract period. Sufficient funds are available in the FY27 Natural Area Improvement Fund.

Attachments

Baxter and Woodman 2026-2028 Arbor Hills Maintenance Vendor Services Agreement
Arbor Hills Map

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services) Baxter and Woodman Final

Effective Date: 05/1/2026

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule C – Insurance;**. No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project: 2026-2028 Arbor Hills Natural Area Maintenance	Location: Arbor Hills Nature Preserve, Algonquin IL
Originating Department: **Village of Algonquin Public Works**	
Owner	**Vendor**
Name : Village of Algonquin **Address:** 2200 Harnish Drive, Algonquin, IL 60102 **Contact:** Brad Andresen **Phone:** 847-658-1488 **Email:** bradleyandresen@algonquin.org	**Name:** Baxter and Woodman Natural Resources **Address:** 8678 Ridgefield Rd, Crystal Lake, IL 60012 **Contact:** Lane Linnenkohl **Phone:** (815) 459-1260 **Email:** llinnenkohl@baxterwoodman.com

☐ PREVAILING WAGE NOTICE: If this box is checked, 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. ("the Act"). The Act 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 amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

<u>COST OF WORK</u>: The Contract Price of the Work under this Agreement is:
X Not to Exceed: Not to Exceed $62,300.00

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1	NTE	2026-2028 Arbor Hills Natural Area Maintenance	$62,300.00

<u>TERM/COMPLETION DATE</u>: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is December 31st, 2028

<u>ACCEPTANCE OF AGREEMENT</u>: 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 Agreement the day and year written below.

VENDOR:

____

By:______________________________________

Representative of Vendor authorized to execute Purchase Order Agreement

Title:_____________________________________

Dated:____________________________________

VILLAGE OF ALGONQUIN

By:______________________________________

Title:_____________________________________

Dated:____________________________________

TERMS AND CONDITIONS

1. **Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

2. **Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.

3. **Familiarity with Plans; Qualifications:** 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 any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.

4. **Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. **Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. **Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

8. **Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. **Vendor Standard of Care:** Vendor shall perform the Services with the care and sill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies except workers compensation for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by 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 Owner deems necessary to establish compliance with this provision.

10.2 If required by Owner, 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 Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") including the death of, persons and/or damage to property, caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or employees, by any employee of 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 Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, 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 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 attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws 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, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

15. 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 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 Order.

16. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

17. Tobacco Use: Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

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 Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validly of this 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 recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

May 13, 2026

Mr. Brad Andresen
Ecologist/Horticulturist
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Subject: Arbor Hills Ecological Stewardship from 2026-2028.

Dear Mr. Andresen:

Baxter & Woodman Natural Resources, LLC, is pleased to provide this proposal for ecological stewardship and monitoring on the approximately 16-acre Arbor Hills Nature Preserve in Algonquin, IL from 2026 through 2028. A detailed summary of our proposed scope of services and fees are as follows.

Scope of Services

Invasive Species Control

Invasive species control within the natural areas will be done by a combination of spot mowing and selective herbicide applications.

Spot Mowing –Spot mowing will be conducted annually as needed in all natural areas to target "annual and biennial" non-native and/or weedy species such as ragweed and Queen Anne's lace. Spot mowing will be completed using weed whips and walk-behind mowers.

Selective Herbicide Application – Herbicide will be applied annually to target "perennial" non-native and/or weedy species such as common reed and thistle using a combination of hand-held wick application or spot spraying whenever possible to avoid spraying native species. All Baxter & Woodman employees who apply herbicide will hold a valid Illinois Department of Agriculture Pesticide license.

Maintenance Mowing

Vegetation will be mowed one time during the Year 1 growing season to a height of 8-12 inches before non-native or invasive species go to seed. Teasel will specifically be targeted with this mowing.

Prescribed Burn

A prescribed burn of all natural areas will be conducted in early spring or late fall of 2027. Prior to burning, Baxter & Woodman will obtain an IEPA burn permit, mow burn breaks where appropriate and send burn notification to adjacent residents. The burn will be led by an Illinois Certified Burn Manager and experienced/ trained burn staff.

Site Assessment/Annual Report

The site will be inspected at least twice each year for a period of three years to document areas on the site needing stewardship. Each visit will be conducted by a qualified professional with adequate plant identification skills and/or who is also able to make recommendations regarding stewardship of native plant communities. The site inspector will collaborate over the needed stewardship each year with stewardship staff. An annual report will be generated after each growing season to document the progress of ecological restoration.

Supplemental Overseeding

During the contract timeframe BWNR, in coordination with the Village of Algonquin, will determine if the site will need supplemental overseeding. The same mix of native prairie and wet-prairie species as used in the original seeding will be overseeded either by hand or with a native seed drill.

ARBOR HILLS 2026-2028 ECOLOGICAL STEWARDSHIP COSTS

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
1	**Year 1 - 2026**				
1.1	2026 Invasive Weed Control	3	Each	$4,950.00	$14,850.00
1.2	2026 Maintenance Mowing	1	Each	$3,100.00	$3,100.00
1.3	2026 Site Assessment/Annual Report	1	Lump	$1,050.00	$1,050.00
Year 1 - 2026 Subtotal					**$19,000.00**
2	**Year 2 - 2027**				
2.1	2027 Invasive Weed Control	3	Each	$4,950.00	$14,850.00
2.2	2027 Prescribed Burn	1	Lump	$6,100.00	$6,100.00
2.3	2027 Site Assessment/Annual Report	1	Lump	$1,050.00	$1,050.00
Year 2 - 2027 Subtotal					**$22,000.00**
3	**Year 3 - 2028**				
3.1	2028 Invasive Weed Control	3	Each	$4,250.00	$12,750.00
3.2	2028 Site Assessment/Annual Report	1	0	$1,050.00	$1,050.00
Year 3 - 2028 Subtotal					**$13,800.00**
TOTAL					**$54,800.00**
4	**Optional Supplemental Overseeding**				
4.1	Supplemental Overseeding	1	Each	$7,500.00	$7,500.00
Optional Supplemental Overseeding Subtotal					**$7,500.00**

* NOTE THAT ALL COSTS ARE NON-PREVAILING WAGE

Fee

The Owner shall pay the Ecologist for the services performed or furnished, a lump sum amount of **$54,800.00**.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Lane Linnenkohl at 815-529-3107 or llinnenkohl@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC

Craig D. Mitchell, PE
Vice President

Village of Algonquin

ACCEPTED BY: ____________________

TITLE: ____________________

DATE: ____________________

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC ("BWNR"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BWNR with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR's work shall be extended and the rates and amounts of BWNR's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BWNR's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Opinion of Probable Construction Costs - BWNR's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

Insurance - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation	Statutory Limits	
Automobile Liability:	$1 million combined single limit	
Commercial General Liability:	$1 million each occurrence	$2 million general aggregate
Excess Umbrella Liability	$5 million each occurrence	$5 million general aggregate
Professional Liability:	$1 million per claim	$2 million aggregate
Pollution Liability:	$1 million each occurrence	$2 million general aggregate

In no event will BWNR's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict Liability and otherwise, exceed BWNR's insurance limits under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, gross negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

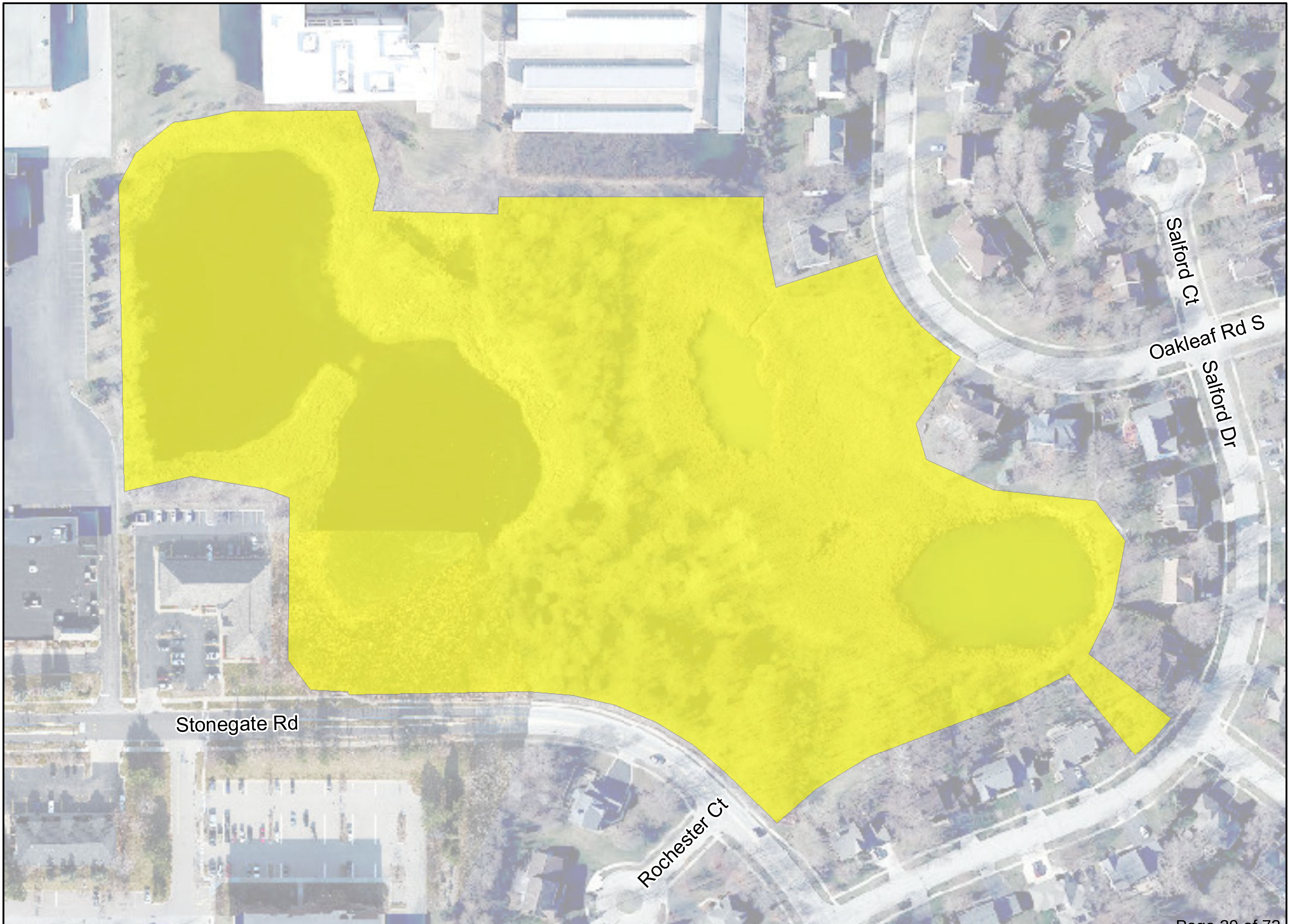
Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

ARBOR HILLS NATURE PRESERVE

15.44 Acres



Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

2. **Commercial General Liability**. Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner

    a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.

    b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.

    c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.

    d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.

3. **Business Automobile Insurance**. Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

VOA: ___________

_________: _________

2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.

5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.

6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.

7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.

8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.

2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.

4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: ___________

_________: _________

VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 19, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Brad Andresen, Chief Ecologist

SUBJECT: 2026-2028 Randall Road Wetland Maintenance Agreement Approval

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Background

In 2021, the Village entered into a contract with Baxter & Woodman Natural Resources for the Randall Road Wetland Enhancements Project under Resolution 2021-R-47. The project area is located east of Randall Road, north of Harnish Drive, west of Stonegate Road, and south of Huntington Drive. Improvements included a 5 year program for wetland and stream restoration, establishment of native prairie, removal of invasive species, flood-control features, and pedestrian improvements. The original construction contract amount approved under Resolution 2021-R-47 was $794,228.15.

The restoration project requires ongoing ecological stewardship and monitoring to ensure compliance with long-term vegetation establishment and performance standards. Annual monitoring reports completed in 2024 and 2025 document continued progress toward restoration goals, including improvements in native vegetative cover and invasive species management. Due to the size and current conditions in the wetland complex, additional years of maintenance are needed. The proposed agreement will continue the existing construction and maintenance contract associated with the Randall Road Wetland project and continue the required ecological stewardship and monitoring services through 2028.

Discussion

Ongoing ecological stewardship and monitoring are required to continue establishment of the restored wetland areas and to ensure compliance with long-term restoration performance standards. Baxter & Woodman Natural Resources has submitted a proposal to provide services from 2026 through 2028 for $49,945.00.
The proposed services include:

- Annual invasive species control through selective herbicide applications and spot mowing
- Selective mowing of target invasive species populations during the 2026 and 2027 growing seasons
- A prescribed burn of the natural area will be conducted in 2027 by an Illinois Certified Burn Manager
- Twice annual ecological monitoring inspections
- Annual reporting documenting vegetation establishment, invasive species management, and progress toward meeting restoration performance standards

RANDALL ROAD WETLAND THREE-YEAR ECOLOGICAL STEWARDSHIP

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST*	TOTAL COST*
1	Year 1 Ecological Stewardship - 2026				
1.1	Invasive Species Control	4	Visits	$2,995.00	$11,980.00
1.2	Selective Mowing	1	Visits	$1,675.00	$1,675.00
1.3	Site Assessment/Annual Report	1	Lump	$2,500.00	$2,500.00
YEAR 1 ECOLOGICAL STEWARDSHIP SUBTOTAL					**$16,155.00**
2	Year 2 Ecological Stewardship - 2027				
2.1	Invasive Species Control	4	Visits	$2,995.00	$11,980.00
2.2	Selective Mowing	1	Visits	$1,675.00	$1,675.00
2.3	Site Assessment/Annual Report	1	Lump	$2,500.00	$2,500.00
YEAR 2 ECOLOGICAL STEWARDSHIP SUBTOTAL					**$16,155.00**
3	Year 3 Ecological Stewardship - 2028				
3.1	Invasive Species Control	3	Visits	$2,995.00	$8,985.00
3.2	Prescribed Burn	1	Lump	$6,150.00	$6,150.00
3.3	Site Assessment/Annual Report	1	Lump	$2,500.00	$2,500.00
YEAR 3 ECOLOGICAL STEWARDSHIP SUBTOTAL					**$17,635.00**
TOTAL					**$49,945.00**

* NOTE THAT ALL COSTS ARE NON-PREVAILING WAGE

The proposed 2026–2028 stewardship program includes invasive species control, selective mowing, prescribed burning, annual site assessments, and monitoring/reporting services. A detailed cost summary is provided below for the total contract amount of $49,945.00.

The monitoring reports prepared for 2024 and 2025 indicate that the site continues to progress toward the required five-year performance standards. The 2025 report documented approximately 85% total vegetative cover with approximately 60% native species cover within the wet-mesic and wet prairie communities. The proposed stewardship services are necessary to protect the Village’s investment in the wetland restoration project, support long-term ecological function, and ensure compliance with required performance standards. Much of the weed pressure at this site originates from the private detention facility to the west of the project site, which drains into the Randall Road wetland.

Staff is once again looking to utilize Baxter and Woodman Natural Resources for this work, as they have been the primary maintenance provider to the Village’s natural areas, including the original restoration of this site. Entering the site into another three-year maintenance cycle will prevent a larger-scale re-naturalization process in the future, as weed growth will continue to smother native species.

Staff Recommendation

Staff recommends approval of the agreement with Baxter & Woodman Natural Resources for 2026–2028 Randall Road Wetland Ecological Stewardship services in the amount of $49,945.00 and authorization for the Village President to execute the necessary contract documents. Funds for this project are budgeted in the FY27 Natural Area and Drainage Capital Improvement Fund.

Attachments

1. Baxter & Woodman 2026–2028 Ecological Stewardship Vendor Services Agreement
2. Randall Wetland Map

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services) Baxter and Woodman Final

Effective Date: 05/1/2026

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule C – Insurance;**. No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project: 2026-2028 Randall Road Wetland Maintenance	Location: Randall Road Wetland, Algonquin IL
Originating Department: **Village of Algonquin Public Works**	
Owner	**Vendor**
Name : Village of Algonquin **Address:** 2200 Harnish Drive Algonquin, IL 60102 **Contact:** Brad Andresen **Phone:** 847-658-1488 **Email:** bradleyandresen@algonquin.org	**Name:** Baxter and Woodman Natural Resources **Address:** 8678 Ridgefield Rd Crystal Lake, IL 60012 **Contact:** Lane Linnenkohl **Phone:** (815) 459-1260 **Email:** llinnenkohl@baxterwoodman.com

☐ PREVAILING WAGE NOTICE: If this box is checked, 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. ("the Act"). The Act 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 amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Agreement is:
X Price as set forth in Schedule A

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1		2026-2028 Randall Road Wetland Maintenance	$49,945.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is April 30th, 2029

ACCEPTANCE OF 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 Agreement the day and year written below.

VENDOR:

____

By:____________________________________
Representative of Vendor authorized to execute Purchase Order Agreement

Title:____________________________________

Dated:____________________________________

VILLAGE OF ALGONQUIN

By:____________________________________

Title:____________________________________

Dated:____________________________________

TERMS AND CONDITIONS

1. **Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

2. **Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.

3. **Familiarity with Plans; Qualifications:** 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 any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.

4. **Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. **Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. **Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

8. **Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. **Vendor Standard of Care:** Vendor shall perform the Services with the care and sill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies except workers compensation for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by 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 Owner deems necessary to establish compliance with this provision.

10.2 If required by Owner, 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 Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") including the death of, persons and/or damage to property, caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or employees, by any employee of 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 Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, 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 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 attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws 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, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

15. 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 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 Order.

16. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

17. Tobacco Use: Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

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 Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validly of this 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 recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

May 13, 2026

Mr. Brad Andresen
Ecologist/Horticulturist
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Subject: Randall Road Wetland Ecological Stewardship from 2026-2028.

Dear Mr. Andresen:

Baxter & Woodman Natural Resources, LLC, is pleased to provide this proposal for ecological stewardship and monitoring on Randall Road Wetland in Algonquin, IL from 2026 through 2028. A detailed summary of our proposed scope of services and fees are as follows.

Scope of Services

Invasive Species Control
Invasive species control within the natural areas will be done by a combination of spot mowing and selective herbicide applications.

Selective Herbicide Application – Herbicide will be applied annually to target "perennial" non-native and/or weedy species such as common reed and thistle using a combination of hand-held wick application or spot spraying whenever possible to avoid spraying native species. All Baxter & Woodman employees who apply herbicide will hold a valid Illinois Department of Agriculture Pesticide license.

Spot Mowing – Spot mowing will be conducted annually as needed in all natural areas to target "annual and biennial" non-native and/or weedy species such as ragweed and Queen Anne's lace. Spot mowing will be completed using weed whips and walk-behind mowers.

Selective Mowing
Vegetation will be mowed in target areas of specific populations of invasive species one time during the Year 1 growing season and Year 2 growing season to a height of 8-12 inches before non-native or invasive species go to seed. Target areas will be identified during monitoring visits and invasive species control visits.

Prescribed Burn

A prescribed burn of all natural areas will be conducted in early spring or late fall of 2027. Prior to burning, Baxter & Woodman will obtain an IEPA burn permit, mow burn breaks where appropriate and send burn notification to adjacent residents. The burn will be led by an Illinois Certified Burn Manager and experienced/trained burn staff.

Site Assessment/Annual Report

The site will be inspected at least twice each year for a period of three years to document areas on the site needing stewardship. Each visit will be conducted by a qualified professional with adequate plant identification skills and/or who is also able to make recommendations regarding stewardship of native plant communities. The site inspector will collaborate over the needed stewardship each year with stewardship staff. An annual report will be generated after each growing season to document the progress of ecological restoration.

RANDALL ROAD WETLAND THREE-YEAR ECOLOGICAL STEWARDSHIP

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST*	TOTAL COST*
1	Year 1 Ecological Stewardship - 2026				
1.1	Invasive Species Control	4	Visits	$2,995.00	$11,980.00
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YEAR 1 ECOLOGICAL STEWARDSHIP SUBTOTAL					**$16,155.00**
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2.1	Invasive Species Control	4	Visits	$2,995.00	$11,980.00
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YEAR 2 ECOLOGICAL STEWARDSHIP SUBTOTAL					**$16,155.00**
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3.3	Site Assessment/Annual Report	1	Lump	$2,500.00	$2,500.00
YEAR 3 ECOLOGICAL STEWARDSHIP SUBTOTAL					**$17,635.00**
TOTAL					**$49,945.00**

* NOTE THAT ALL COSTS ARE NON-PREVAILING WAGE

Fee

The Owner shall pay the Ecologist for the services performed or furnished, a lump sum amount of **$49,945.00**.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Lane Linnenkohl at 815-529-3107 or llinnenkohl@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC

Craig D. Mitchell

Craig D. Mitchell, PE
Vice President

Village of Algonquin

ACCEPTED BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC ("BWNR"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BWNR with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR's work shall be extended and the rates and amounts of BWNR's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BWNR's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Opinion of Probable Construction Costs - BWNR's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

Insurance - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation	Statutory Limits	
Automobile Liability:	$1 million combined single limit	
Commercial General Liability:	$1 million each occurrence	$2 million general aggregate
Excess Umbrella Liability	$5 million each occurrence	$5 million general aggregate
Professional Liability:	$1 million per claim	$2 million aggregate
Pollution Liability:	$1 million each occurrence	$2 million general aggregate

In no event will BWNR's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict Liability and otherwise, exceed BWNR's insurance limits under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, gross negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

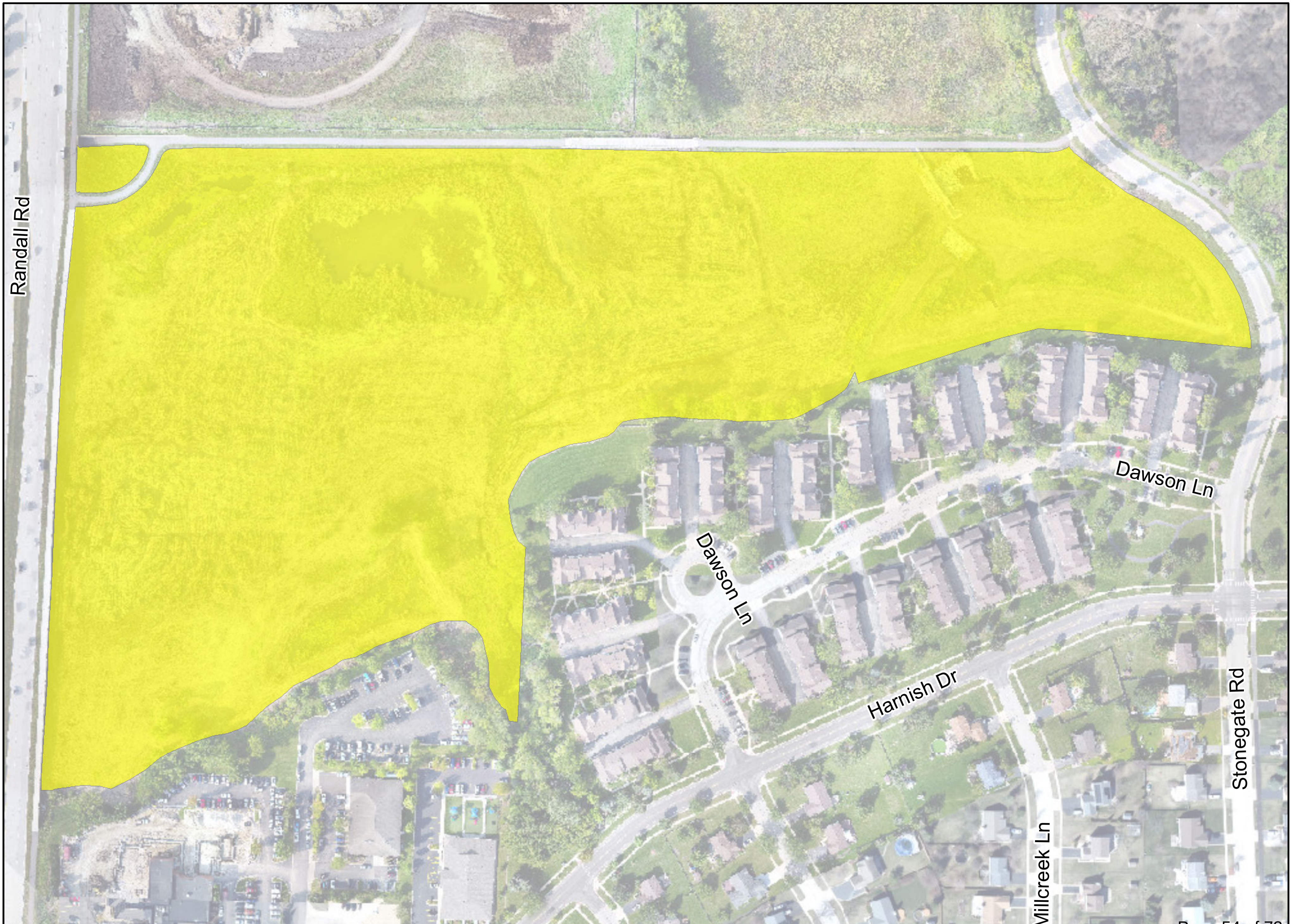
Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

RANDALL ROAD WETLAND COMPLEX

26.89 Acres



Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

2. **Commercial General Liability**. Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner

    a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.

    b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.

    c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.

    d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.

3. **Business Automobile Insurance**. Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.

5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.

6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.

7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.

8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.

2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.

4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: ___________

_________: _________

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project Number: 01.R260048.00000)

VILLAGE OF ALGONQUIN
2026 MFT CONCRETE REPLACEMENT PROGRAM

BID TABULATION
Bid Opening Date: May 12, 2026

BASE BID

Item Number	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SUBURBAN CONCRETE, INC.		GLOBE CONSTRUCTION, INC.		SCHROEDER & SCHROEDER INC.		STRADA CONSTRUCTION CO.		D'LAND CONSTRUCTION, LLC.		ALLIANCE CONTRACTORS, INC.		A LAMP CONCRETE CONTRACTORS, INC.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	35520	$ 9.00	$ 319,680.00	$ 7.70	$ 273,504.00	$ 7.00	$ 248,640.00	$ 8.99	$ 319,324.80	$ 10.00	$ 355,200.00	$ 9.45	$ 335,664.00	$ 12.85	$ 456,432.00	$ 12.25	$ 435,120.00
2	DETECTABLE WARNINGS	SQ FT	304	$ 32.00	$ 9,728.00	$ 30.00	$ 9,120.00	$ 35.00	$ 10,640.00	$ 30.00	$ 9,120.00	$ 27.00	$ 8,208.00	$ 35.00	$ 10,640.00	$ 30.00	$ 9,120.00	$ 25.00	$ 7,600.00
3	SIDEWALK REMOVAL	SQ FT	35520	$ 1.50	$ 53,280.00	$ 1.00	$ 35,520.00	$ 2.00	$ 71,040.00	$ 1.00	$ 35,520.00	$ 1.00	$ 35,520.00	$ 1.20	$ 42,624.00	$ 1.00	$ 35,520.00	$ 3.15	$ 111,888.00
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	325	$ 40.00	$ 13,000.00	$ 38.00	$ 12,350.00	$ 39.00	$ 12,675.00	$ 50.00	$ 16,250.00	$ 43.00	$ 13,975.00	$ 42.00	$ 13,650.00	$ 66.00	$ 21,450.00	$ 62.50	$ 20,312.50
5	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (SPECIAL)	SQ YD	225	$ 96.00	$ 21,600.00	$ 80.00	$ 18,000.00	$ 86.85	$ 19,541.25	$ 90.00	$ 20,250.00	$ 108.00	$ 24,300.00	$ 95.00	$ 21,375.00	$ 122.00	$ 27,450.00	$ 150.00	$ 33,750.00
6	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	450	$ 60.00	$ 27,000.00	$ 65.00	$ 29,250.00	$ 59.00	$ 26,550.00	$ 55.00	$ 24,750.00	$ 72.00	$ 32,400.00	$ 62.00	$ 27,900.00	$ 130.00	$ 58,500.00	$ 75.00	$ 33,750.00
7	STRUCTURES TO BE ADJUSTED	EACH	15	$ 800.00	$ 12,000.00	$ 340.00	$ 5,100.00	$ 290.00	$ 4,350.00	$ 550.00	$ 8,250.00	$ 150.00	$ 2,250.00	$ 400.00	$ 6,000.00	$ 250.00	$ 3,750.00	$ 1,550.00	$ 23,250.00
8	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	$ 4,500.00	$ 4,500.00	$ 750.00	$ 750.00	$ 10,000.00	$ 10,000.00	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	$ 93,300.00	$ 93,300.00
9	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	LSUM	1	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00	$ 100.00	$ 100.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
10	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	LSUM	1	$ 750.00	$ 750.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 4,635.20	$ 4,635.20	$ 250.00	$ 250.00	$ 21,000.00	$ 21,000.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
				TOTAL=	**$ 462,288.00**	**TOTAL=**	**$ 385,844.00**	**TOTAL=**	**$ 408,436.25**	**TOTAL=**	**$ 438,700.00**	**TOTAL=**	**$ 472,603.00**	**TOTAL=**	**$ 479,853.00**	**TOTAL=**	**$ 617,224.00**	**TOTAL=**	**$ 758,972.50**
						As-Read Bid Price:	$ 385,844.00	As-Read Bid Price:	$ 408,436.25	As-Read Bid Price:	$ 438,700.00	As-Read Bid Price:	$ 472,603.00	As-Read Bid Price:	$ 479,853.00	As-Read Bid Price:	$ 670,224.00	As-Read Bid Price:	$ 758,972.00
						Difference:		Difference:		Difference:				Difference:		Difference:		Difference:	

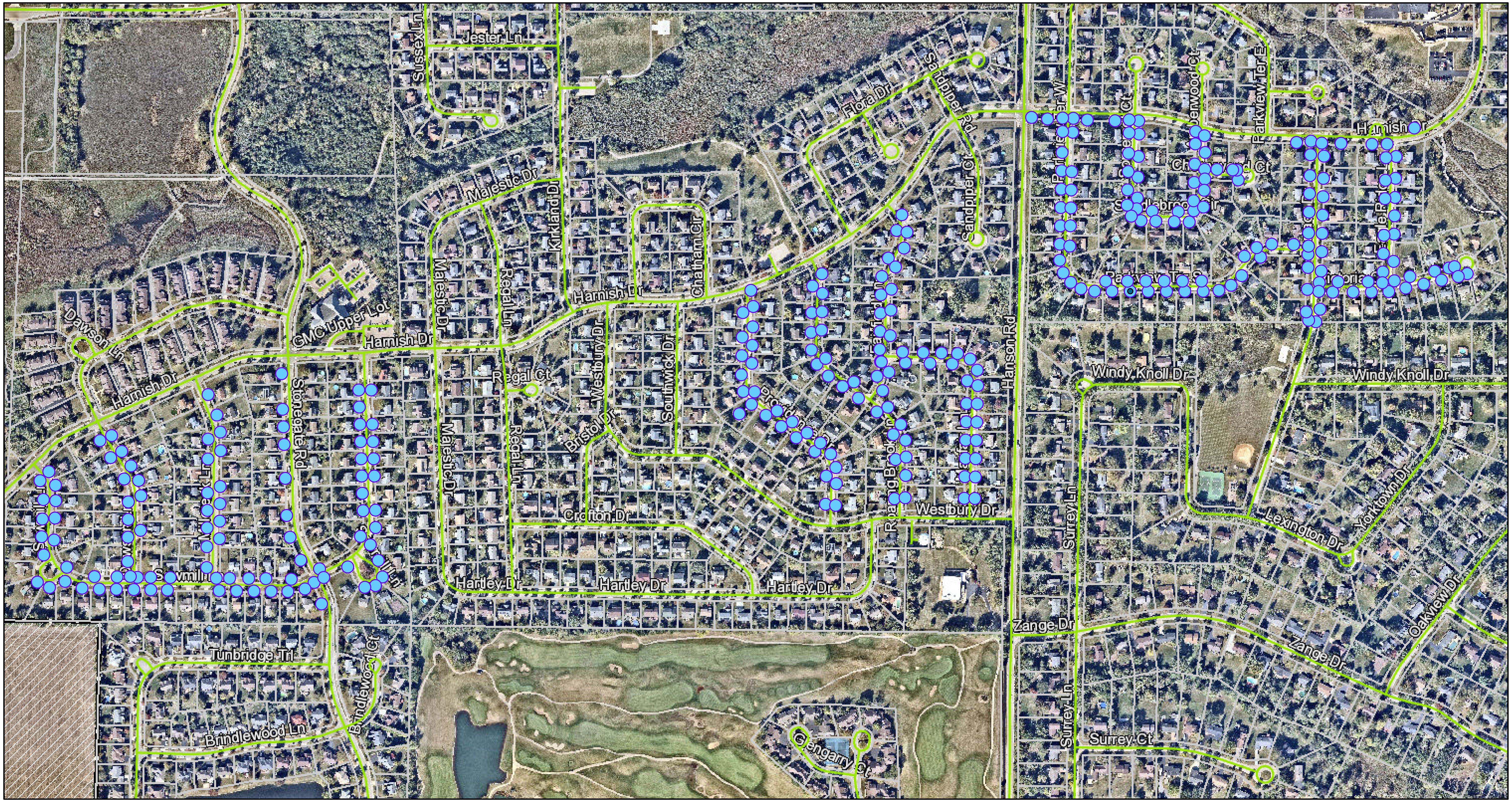
ALTERNATE 1 BID

Item Number	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SUBURBAN CONCRETE, INC.		GLOBE CONSTRUCTION, INC.		SCHROEDER & SCHROEDER INC.		STRADA CONSTRUCTION CO.		D'LAND CONSTRUCTION, LLC.		ALLIANCE CONTRACTORS, INC.		A LAMP CONCRETE CONTRACTORS, INC.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	5820	$ 9.00	$ 52,380.00	$ 7.70	$ 44,814.00	$ 7.00	$ 40,740.00	$ 8.99	$ 52,321.80	$ 10.00	$ 58,200.00	$ 10.00	$ 58,200.00	$ 12.85	$ 74,787.00	$ 12.75	$ 74,205.00
2	DETECTABLE WARNINGS	SQ FT	112	$ 32.00	$ 3,584.00	$ 30.00	$ 3,360.00	$ 35.00	$ 3,920.00	$ 30.00	$ 3,360.00	$ 27.00	$ 3,024.00	$ 35.00	$ 3,920.00	$ 30.00	$ 3,360.00	$ 25.00	$ 2,800.00
3	SIDEWALK REMOVAL	SQ FT	5820	$ 1.50	$ 8,730.00	$ 1.00	$ 5,820.00	$ 2.00	$ 11,640.00	$ 1.00	$ 5,820.00	$ 1.00	$ 5,820.00	$ 1.20	$ 6,984.00	$ 1.00	$ 5,820.00	$ 3.25	$ 18,915.00
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	112	$ 40.00	$ 4,480.00	$ 38.00	$ 4,256.00	$ 39.00	$ 4,368.00	$ 50.00	$ 5,600.00	$ 43.00	$ 4,816.00	$ 45.00	$ 5,040.00	$ 66.00	$ 7,392.00	$ 87.50	$ 9,800.00
5	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (SPECIAL)	SQ YD	40	$ 96.00	$ 3,840.00	$ 80.00	$ 3,200.00	$ 86.85	$ 3,474.00	$ 90.00	$ 3,600.00	$ 108.00	$ 4,320.00	$ 100.00	$ 4,000.00	$ 122.00	$ 4,880.00	$ 200.00	$ 8,000.00
6	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	80	$ 60.00	$ 4,800.00	$ 65.00	$ 5,200.00	$ 59.00	$ 4,720.00	$ 55.00	$ 4,400.00	$ 72.00	$ 5,760.00	$ 65.00	$ 5,200.00	$ 130.00	$ 10,400.00	$ 85.00	$ 6,800.00
7	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	$ 4,500.00	$ 4,500.00	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00	$ 250.00	$ 250.00	$ 150.00	$ 150.00	$ 50.00	$ 50.00	$ 5,000.00	$ 5,000.00	$ 18,400.00	$ 18,400.00
8	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	LSUM	1	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 500.00	$ 500.00	$ 1.00	$ 1.00	$ 150.00	$ 150.00	$ 50.00	$ 50.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
9	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	LSUM	1	$ 750.00	$ 750.00	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 2,147.20	$ 2,147.20	$ 150.00	$ 150.00	$ 6,000.00	$ 6,000.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
				TOTAL=	**$ 83,814.00**	**TOTAL=**	**$ 69,650.00**	**TOTAL=**	**$ 71,862.00**	**TOTAL=**	**$ 77,500.00**	**TOTAL=**	**$ 82,390.00**	**TOTAL=**	**$ 89,444.00**	**TOTAL=**	**$ 111,641.00**	**TOTAL=**	**$ 138,922.00**
						As-Read Bid Price:	$ 69,650.00	As-Read Bid Price:	$ 71,862.00	As-Read Bid Price:	$ 77,500.00	As-Read Bid Price:	$ 82,390.00	As-Read Bid Price:	$ 89,444.00	As-Read Bid Price:	$ 111,641.00	As-Read Bid Price:	$ 138,922.00
						Difference:		Difference:		Difference:				Difference:		Difference:		Difference:	
						TOTAL BASE BID + ALT 1 BID:	**$ 455,494.00**		**$ 480,298.25**		**$ 516,200.00**		**$ 554,993.00**		**$ 569,297.00**		**$ 728,865.00**		**$ 897,894.50**

Indicates discrepancy between the reported bid and the calculated bid price.
Low Bidder

2026 concrete

Base Bid Locations



March 3, 2026

pointLayer

SG SIDEWALK REPLACE

Street Centerlines

Village of Algonquin

Not in Village

Village Limit

Street Name

Tax Parcels

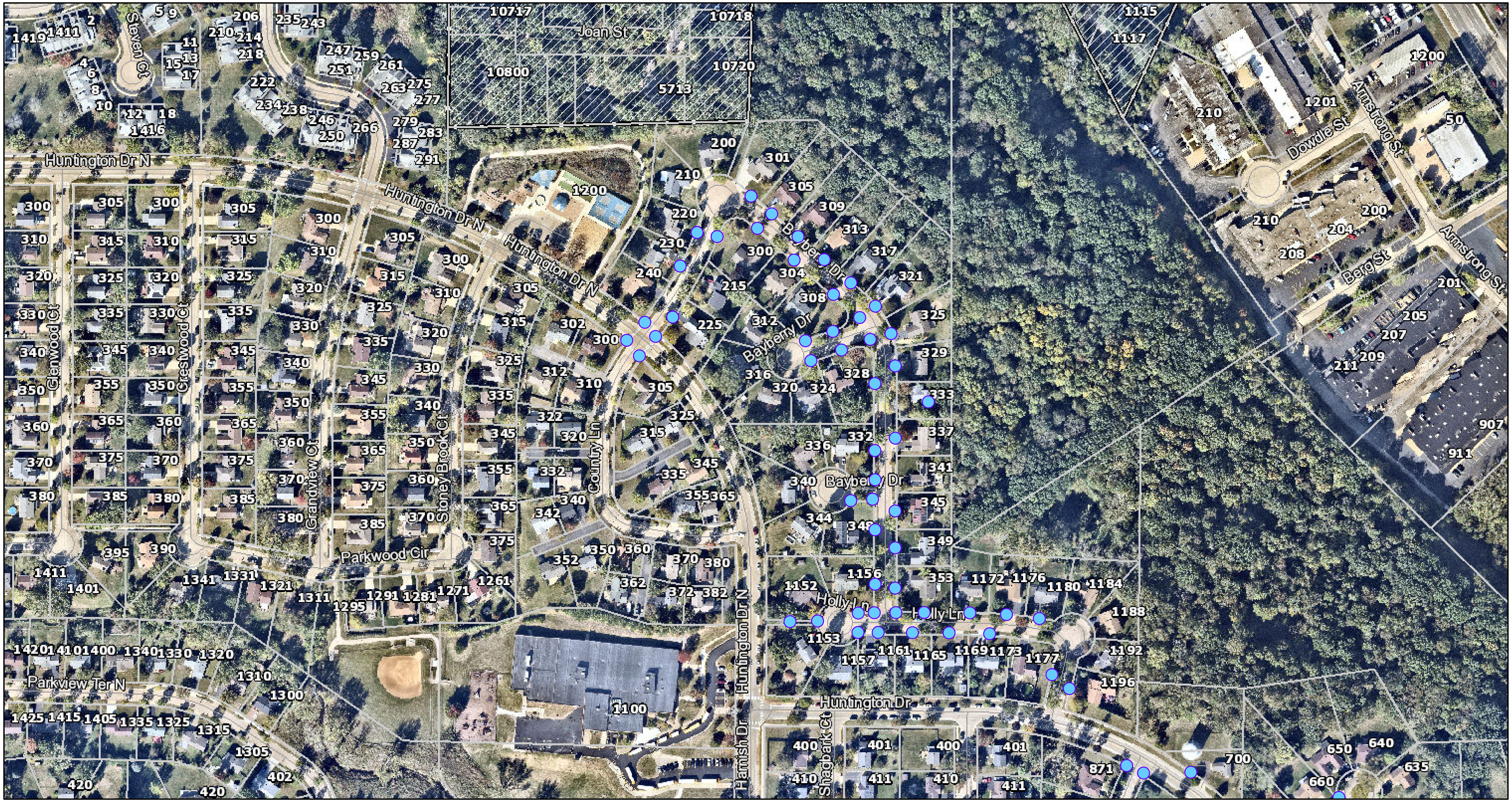
1:5,000

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

2026 concrete on hold Bayberry

Bid Alternate 1 Locations



March 3, 2026

SG- SIDEWALK REPLACE ON HOLD

Not in Village

Village Limit

Street Name

Tax Parcels

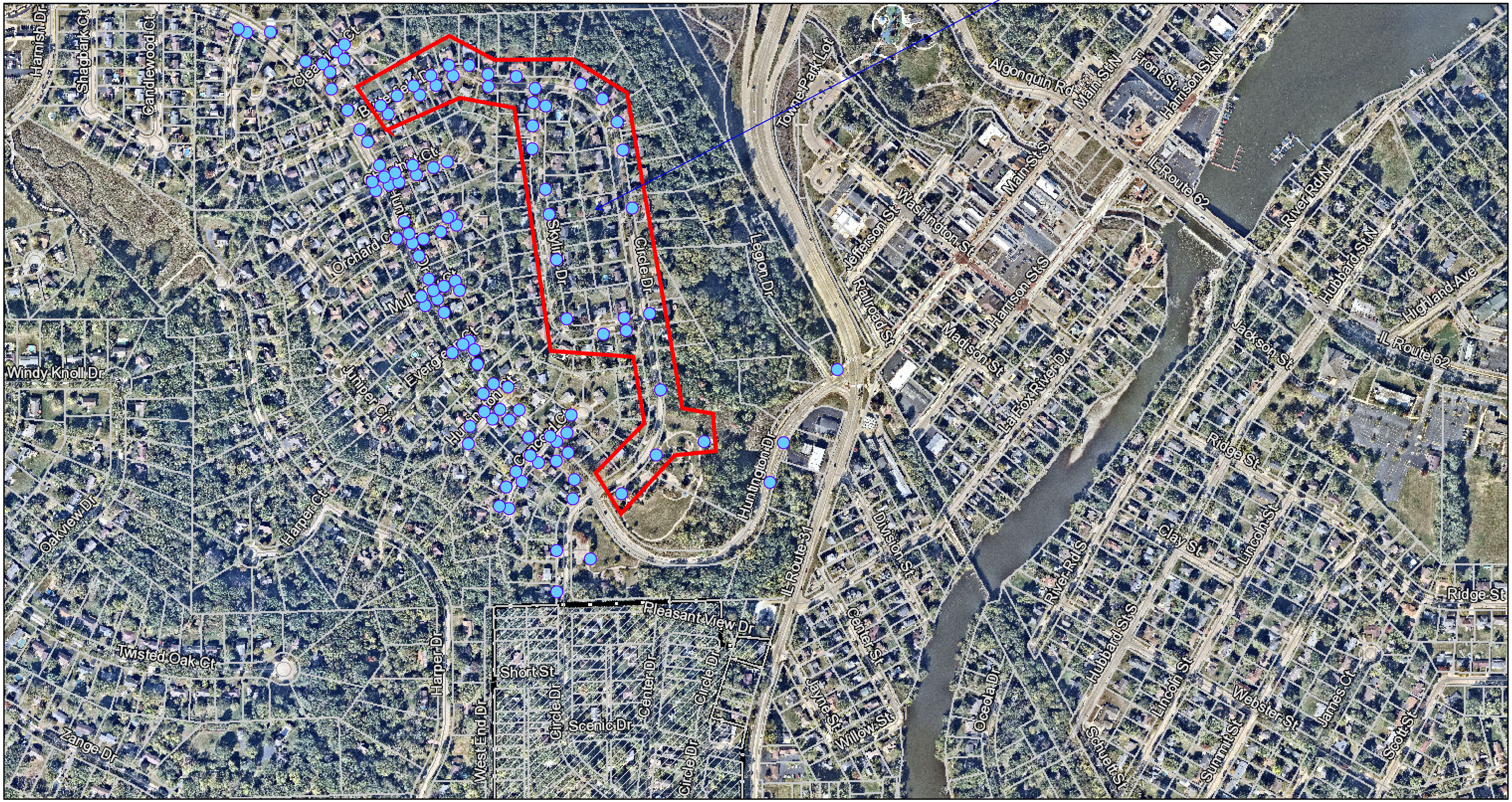
Site Address Points

1:2,500

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

2026 concrete on hold Huntington



March 3, 2026

1:5,000

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

- SG- SIDEWALK REPLACE ON HOLD
- Not in Village
- Village Limit
- Street Name
- Tax Parcels

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 19, 2026

TO: Tim Schloneger, Village Manager

FROM: Razvan Calin, Engineer III/Capital Project Manager

SUBJECT: Recommendation to Award the MFT Concrete Replacement Program to Suburban Concrete, Inc.

The Village opened bids for the 2026 MFT Concrete Replacement Program on Tuesday, May 12, 2026 at 10:00 A.M. The program consists of removing and replacing concrete sidewalk, curb and gutter, and driveway aprons. Public Works staff have aggressively pursued sidewalk inspections, repairs, and replacement to improve walkability and correct vertical separations throughout the Village.

To effectively manage the program, the Village is divided into five sidewalk replacement zones. The 2026 program will primarily focus on locations within Zone B, along with miscellaneous locations identified by staff. A location map is attached for reference.

A total of seven (7) bids were received and are summarized in the attached bid tabulation. The bid package also included one alternate bid item. Following review of the submitted bids, staff determined that the lowest responsive and responsible bidder is Suburban Concrete, Inc., with a base bid of $385,844.00 and an Alternate A bid of $69,650.00.

The approved FY2026 MFT Capital Fund budget includes $400,000 for the program, which is sufficient to cover the base bid and allow for the inclusion of select critical locations from Alternate A. To maintain the Village's proactive sidewalk replacement efforts and avoid falling behind on infrastructure needs, staff recommends awarding the contract to Suburban Concrete, Inc. in an amount not to exceed $400,000. Staff will determine which priority alternate locations can be completed within the approved budget.

Suburban successfully and satisfactorily completed the Village's 2025 MFT Program. The contractor has also completed comparable work for surrounding municipalities.

Summary

1. This program utilizes MFT funds with the focus on sidewalk and ramp replacements.
2. The low bidder, Suburban Concrete, Inc., submitted a base bid within the budgeted amount, with only select locations from Alternate Bid A to be included to maintain the project within the approved budget.
3. Suburban Concrete has provided satisfactory performance on previous concrete projects for the Village and surrounding municipalities.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board to award the 2026 MFT Concrete Replacement Program to Suburban Concrete, Inc., in the amount of not to exceed $400,000.00.

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 14, 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 Stepp SPHD-3.0 Asphalt Dumping Trailer

---

Staff is requesting authorization to purchase a Stepp SPHD-3.0 Asphalt Dumping Trailer from Brown Equipment Company in the amount of $68,364.20.

Brown Equipment Company is an approved Sourcewell vendor under Contract #050625-SMC Vendor #41197.The purchase will be made through the cooperative purchasing process in accordance with Village purchasing policies.

The FY26-27 budget allocated $65,000 for this purchase. The additional $3,364.20 can be absorbed within the current equipment budget due to several other fleet and equipment purchases being completed below budget.

This unit will be utilized by the Public Works Department for year-round pothole repair operations using hot mix asphalt. Hot patch asphalt repairs provide a significantly more durable and longer-lasting repair compared to traditional cold patch materials, resulting in improved roadway conditions and reduced repeat maintenance. The trailer's heated asphalt system will allow crews to maintain workable hot mix material during all seasons, improving repair quality and operational efficiency.

Staff recommends approval of the purchase of the Stepp SPHD-3.0 Asphalt Dumping Trailer from Brown Equipment Company in the amount of $68,364.20.

Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q17367

1/28/2026

Bill To

VILLAGE OF ALGONQUIN, IL
110 Mitchard Way
Algonquin IL 60102
United States

Ship To

VILLAGE OF ALGONQUIN, IL
110 Meyer Dr.
Algonquin IL 60102
United States

TOTAL

$68,364.20

Sales Rep: Jarrett Phillippe

Expires	PO #	Quote Information	Shipping Method
2/27/2026			

Item	Description	Qty	Price	Extended Price
STEPP-SPHD-3.0	STEPP MANUFACTURING MODEL SPHD-3.0 ASPHALT DUMP TRAILER 4-Ton Capacity 120,000 BTU Diesel Burner with Automatic Temperature Control 7 Day 24 Hr Diesel Burner Timer Tandem 7,000 lbs. Suspension (14,000 lbs. GVWR) Adjustable Height Hitch Hydraulic Dump Hopper Oil Jacketed Hopper Gas Shock Assisted Top Doors and Rear Discharge Doors Platform w/ Railing and Steps Electric Overnight Heat 220V 3000W (hot mix use) Flush Mounted Strobe Lights (Set of 2) Compact Plate Carrier Stainless Steel Tool Holders (2) Washdown System with Hose Reel Shovel Cleaning Compartment Freight Included Sourcewell Contract # 050625-SMC Member ID#: 41197	1	$68,364.20	$68,364.20

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal	$68,364.20
Tax (0%)	$0.00
Total	$68,364.20

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Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q17367
1/28/2026

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

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TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty , governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and save harmless the Buyer with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

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8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.
9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.
11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.
14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.
15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.
16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.
17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.
18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
    (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
    (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.
20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.
21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.
22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)	**Signature**
Title	**Date**

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

STEPP MFG™

12325 River Road, North Branch, MN 55056

U.S Pricing Sourcewell Contract

SPHD PRICING 2026

Phone: 651-674-4491
jason@steppmfg.com
ally.bader@steppmfg.com
WWW.STEPPMFG.COM

Stepp Hot Pack Dump Trailer- SPHD

Each Base Unit Includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Dump, Oil Jacket, Battery Charger, Electric Brakes, and a 2 Light System

SIZE	MSRP	Member Price 18% Discount	Qty	Extended
3.0 Cubic Yard (4 ton)	61393.90	**50,343.00**	1	50,343.00
HEAT OPTIONS				
7 Day 24 Hr Diesel Burner Timer	959.76	**787.00**	1	787.00
Electric Overnight Heat 220V 3000W (hot mix use)*	8912.20	**7,308.00**	1	7,308.00
TRAILER OPTIONS				
Flush Mounted Strobe Light (SET OF 2)	1315.85	**1,079.00**	1	1,079.00
Compactor Plate Carrier*	3131.71	**2,568.00**	1	2,568.00
Stainless Steel Tool Holder*	242.68	**199.00**	2	398.00
Platform w/ Railing and Steps (not available with tack tank)	1485.37	**1,218.00**	1	1,218.00
Washdown System*	1445.12	**1,185.00**	1	1,185.00
Hose Reel for Washdown*	1082.93	**888.00**	1	888.00
Shovel Cleaning Compartment*	1408.54	**1,155.00**	1	1,155.00
LIGHT OPTIONS				
7 Pin RV	0.00	**0.00**	1	
PAINT (MUST CHOOSE ONE)				
Hwy Orange	0.00	**0.00**	1	
Black	0.00	**0.00**		
Equipment Yellow	0.00	**0.00**		
Safety Yellow	0.00	**0.00**		
Special Paint: __________	1879.27	**1,541.00**		
HITCH (MUST CHOOSE ONE)				

2-5/16" Ball	0.00	**0.00**		
3" Pintle	0.00	**0.00**	1	
FREIGHT AND TRAINING FOB Factory North Branch MN				
Price Per Loaded Mile (excluding Alaska, Hawaii POR)		**3.68**	390	1,435.20
			SUBTOTAL	68,364.20
			TOTAL	**68,364.20**

Consumer Warranty Guide

12325 River Road, North Branch, MN 55056~ Phone: 651-674-4491~ Fax: 651-674-4221 www.steppmfg.com

Introduction

Congratulations on your purchase of equipment built by Stepp Manufacturing for your asphalt maintenance needs. Your equipment has been designed and constructed to give you the most in performance, ease of use, and reliability. It is our desire that you will find operating the equipment both productive and profitable.

Warranty Procedures Through A Dealer

If your equipment requires repair, or needs parts for repair, please contact your area dealer. For repairs, the unit must be brought to the dealer for warranty. The dealer will require purchase date information, where the machine was purchased, and the Vehicle Identification Number (VIN) of the equipment. This information is needed so the dealer can submit a warranty claim. The dealer will repair your equipment, once warranty is approved, at no charge to you under the provisions of the warranty policy.

Warranty Procedures Direct Through The Factory *(when no servicing dealer is available in your area)*

Contact Stepp Manufacturing's Customer Service Department at (651) 674-4491.

In this situation, it may be advantageous for you to repair the machine and be reimbursed direct from the factory for warranty repairs. If you do not have the facilities, or the technicians, to perform the repair, the unit can be brought to a local repair facility. In either case, Stepp Manufacturing ***MUST*** be contacted and authorize the warranty repair ***PRIOR*** to any work being performed. If work is done prior to authorization, the warranty will not be honored.

If parts are required for the warranty repair, contact Customer Service at Stepp Manufacturing for replacements. When warranty replacement parts are shipped to you, a Warranty Authorization Number will be issued. If asked to return the defective parts, "tag" the defective parts with the Warranty Authorization Number, then package them in the same box the new parts were shipped in. Ten (10) business days will be allowed for return of the defective parts. If the defective part is not received back at the factory within this allotted time, the warranty will not be honored.

You will be billed for all parts shipped that require returning of defective parts. However, when the defective parts are returned and evaluated, you will receive credit for the cost of the part only. Thus, it is important that all defective parts are turned to Stepp Manufacturing in the allotted ten (10) day period.

Engine Warranty Claims

When a warranty issue develops with the engine, bring the unit to the engine manufacturer nearest authorized service center for repair. Be prepared to supply them with proof of purchase information with purchase dates.

Stepp Manufacturing cannot process engine warranty claims. However, we will be happy to offer assistance in locating the nearest service center.

Equipment Owner Responsibilities

As the equipment owner, you are responsible for:

- Using the equipment in accordance with the correct operating procedures as shown in the operators manual.
- Assuring all maintenance items are completed in accordance with the operators/maintenance manuals.
- Transporting the equipment to the place where warranty repairs can be completed.
- Supplying purchase date and VIN information to establish warranty coverage.

General Warranty Statement
Stepp Manufacturing's One (1) Year Limited Warranty,
and Limited Lifetime on Trailer Frames and Hoppers and Tank Leaks

Stepp Manufacturing Co., Inc. hereby warrants, to the original purchaser of new equipment, that products manufactured by Stepp Manufacturing will be free from defects in material and workmanship for a period of one (1) year from the date of purchase from Stepp Manufacturing. Trailer frames, hoppers and product tanks, shall be covered by a limited lifetime warranty on the unit for leaks and or cracks, due to defect in the material and workmanship.

Stepp Manufacturing, at is discretion, will provide for the repair or replacement of any part found, upon examination by Stepp Manufacturing, to be defective, except as noted below. Such repair or replacement shall be free of charge to the original purchaser of new equipment for a period of one (1) year from the date of purchase, except as noted below.

No warranty is extended to cover:

- Product pump wear or damage caused by foreign objects.
- Routine maintenance, cleaning, and adjustments.
- Parts or components that have been altered, misused, improperly adjusted, or improperly maintained.
- Transportation to and from the place of warranty repair.
- Removal of materials from equipment.

The following items are covered solely by their manufacturer's warranty:

- Engines
- Hydraulic components
- Burners
- Pumps
- Axles
- Tires
- Other component parts not solely manufactured by Stepp Manufacturing

The following items are covered by a pro-rata warranty:

- Hoses that carry heated materials
- Heating elements for material hoses and wands

Disclaimer of further warranty:

Stepp Manufacturing makes no warranty, expressed or implied, other than this warranty. The implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Repair or replacement of products or parts proving to be defective in material or workmanship shall be the exclusive remedy for breach of this warranty.

Stepp Manufacturing shall not be liable for incidental or consequential damages. Including, but not limited to, damages for inconvenience, rental or purchase of replacement equipment, loss of profits, or other loss resulting from breach of this warranty.

Stepp Manufacturing reserves the right to incorporate any changes in design into its products without obligation to make such changes on products previously manufactured.

Optional Additional extended warranty

Optional 2 year and 3 extended warranties may be purchased for additional cost. Warranty shall extend for the time period that was selected.

Twelve (12) Month Pro-Rata Limited Warranty
Heated Asphalt Hose and Heating Elements

Effective for Equipment Delivered After 5/1/2012

Stepp Manufacturing Co., Inc. hereby warrants to the original purchaser, on a pro-rated basis, that the heated asphalt hose and heating elements installed on NEW Stepp Manufacturing's equipment shall be free from defects in material and workmanship for period of twelve (12) months for the heated asphalt hose and six (6) months for the heating element.

In the event that a heated asphalt material hose or a heating element fails under normal use during the warranty period, Stepp Manufacturing will supply a replacement heated asphalt hose or heating element, along with one-half (0.5) hour for installation labor on a pro-rated adjustment basis.

- If the failure occurs under normal use within the first three (3) months from date of purchase, Stepp Manufacturing will supply a replacement, and provide for one-half (0.5) hour installation labor at no charge to the customer.
- If the failure occurs under normal use within the fourth (4th) through twelfth (12th) months, Stepp Manufacturing will supply a replacement, and provide for one-half (0.5) hour installation labor on a pro-rata basis.

The pro-rated adjustment is based on the total number of months elapsed since the purchase date of the new equipment from Stepp Manufacturing. This rate is then applied to the one-half (0.5) hour labor rate and the current suggested retail price of the proper replacement heated asphalt hose or heating element supplied by Stepp Manufacturing. This is the amount the customer will have to pay. Freight will not be included in the reimbursement. If a new heated asphalt hose or heating element is needed prior to warranty inspection, you will be billed for all parts shipped that require returning of defective parts. However, when the defective parts are returned and evaluated, you will receive credit for the cost of the part only. **Thus, it is important that all defective parts are turned in to Stepp Manufacturing in the allotted ten (10) day period, or warranty will be denied.**

In no case will the warranty coverage extend beyond the six (6) month period for the heating element or the twelve (12) month period for the heated asphalt hose, from the original purchase date of the new equipment from Stepp Manufacturing. *Physical damage is not covered by this warranty*. Physical damage may include, but is not limited to:

- Broken heating element (typically caused by repeated bending to less than a one (1) foot radius).
- Heated asphalt hoses burnt from the inside (typically caused by operating the heating element in an empty hose).
- External cuts or abrasions on the heated asphalt hose (typically caused by dragging on the ground).

The chart below shows the pro-rated amount, by percentage, that will be allowed by warranty, pending examination of the heated asphalt hose or heating element.

Heated Asphalt Hose		
Failure Date	**Warranty's Responsibility**	**Customer's Responsibility**
0-3 Months *0-90 Days*	100%	0%
3-6 Months *91-180 Days*	70%	30%
6-7 Months *181-211 Days*	60%	40%
7-8 Months *212-242 Days*	50%	50%
8-9 Months *243-273 Days*	40%	60%
9-10 Months *274-304 Days*	30%	70%
10-11 Months *305-335 Days*	20%	80%
11-12 Months *336-365 Days*	10%	90%
After 12 Months	0%	100%

Heating Element		
Failure Date	**Warranty's Responsibility**	**Customer's Responsibility**
0-3 Months *0-90 Days*	100%	0%
3-4 Months *91-121 Days*	60%	40%
4-5 Months *122-152 Days*	40%	60%
5-6 Months *153-180 Days*	20%	80%
After 6 Months	0%	100%