Village of Algonquin
Committee of the Whole
August 11, 2026
7:30 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin

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

1. **Roll Call - Establish a Quorum**
2. **Administer Oath of Office:**
   A. Police Officer Erick Gonzalez
   Police Officer Cory Hesthaven
   Police Officer Patrick Soderquist
   Police Officer Victoria Zychowska
3. **Public Comment - Audience Participation**
   (Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
4. **Community Development**
   A. Consider a Public Event/Entertainment License for Illinois Legends 13U Softball
   B. Consider a Public Event/Entertainment License for Tidal Waves Girls Fastpitch – (CTW) Skeleton Softball Tournament at Presidential Park
   C. Consider a Public Event/Entertainment License for the Lions Club & Vintner – Wine and Beer Tasting
   D. Consider a Public Event/Entertainment License for the St. Vincent de Paul – Walk for the Poor
   E. Consider an Ordinance Issuing a Special Use Permit to Allow a Church at 2210 and 2220 – 2230 Lake Cook Road for The Bridge Church
   F. Consider an Ordinance Approving an Amendment to the Final Planned Development for the Algonquin Commons Retail Center
   G. Consider an Ordinance Amending the Zoning Code Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading
5. **General Administration**
6. **Public Works & Safety**
   A. Consider an Agreement with Patriot Pavement Maintenance for the 2026 Crack Seal Program
   B. Consider an Agreement with USSI of Appleton, Wisconsin, through the Sourcewell Cooperative Purchasing Contract No. 091125-TIM for a New Street Department Bucket Truck for the Sign Shop
   C. Consider an Agreement with Alpha Maintenance and Services Inc for Fire Hydrant Painting
   D. Consider an Amendment to the Sanitary Sewer Flow Monitoring Contract with RJN Group, Inc.
   E. Consider Adopting the Village of Algonquin Bikeway Gap Plan
   F. Consider an Agreement with Resource Environmental Solutions for the Coves Wetland

Restoration Project

G. Vehicles and Equipment to be Deemed Surplus

H. Consider a Memorandum of Understanding Between the Village of Algonquin and the Board of Education of Community School District No. 300 for a School Resource Officer

7. **Executive Session, if Required**
8. **Other Business**
9. **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: August 11, 2026

SUBMITTED BY: Nadim Badran, Director
Patty Ham, Management Analyst

DEPARTMENT: Public Works

SUBJECT: Consider a Public Event/Entertainment License for Illinois Legends 13U Softball Tournament, October 3-4, 2026

ACTION REQUESTED:

Ryan McNeilly, on behalf of the Illinois Legends 13U Softball Organization, is seeking approval of a Public Event License for The Legends of the Fall Softball Tournament occurring October 3-4, 2026.

DISCUSSION:

This event request is a 13U girls softball tournament at Presidential Park in Algonquin. The applicant expects up to 144 participants at various times during the day between 7:00 a.m. and 7:00 p.m. The applicant has requested that the bathrooms be open on both days.

RECOMMENDATION:

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

- 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;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator, and full bags of trash shall be placed in the on-site dumpster;
- Any on-site food truck operators will need to apply for a separate Special Event permit through the Village of Algonquin at least 2 weeks in advance and shall pay the applicable Special Event Fee;
- All temporary tents or structures shall be securely anchored according to the manufacturer's instructions. Cooking is prohibited under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, all temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code, with specific attention to the Public Event/Entertainment section, along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Application

- COI
- Indemification Waiver and Release

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: Legends of the Fall Softball Tournament

Sponsoring Organization:

Name: Illinois Legends 13u Contact Name: Ryan McNeilly

Address: [redacted]

City, State, ZIP: Cary, IL 60013

Phone: [redacted] Email [redacted]

Event Coordinator:

Name: Ryan McNeilly

Home Address [redacted]

City, St[redacted]ry, I[redacted]3

Phone: [redacted] Email: [redacted]m

Event Information:

Describe the Nature of the Event: Girls Softball Tournament, we would be expecting 10 or 12 teams with about 12 girls a team (120-144 players) and their families.

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

Event Address: Presidential Park- 700 Highland Ave Algonquin, IL

Date(s) and Time(s) of the Event: Saturday October 3rd (8:00 AM- 7:00 PM) and Sunday October 4th (8:00 AM-7:00 PM)

Rain Date(s), if applicable: NA

Set-Up Date/Time: An hour and a half before the first game

Maximum Number of Attendees/Participants Expected: 144

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

How will the revenue be used (include donations to non-profit or charitable organizations): Revenue will first be used to pay the expenses of the event (field rental, umpires, awards) and the remaining funds would be used to support the Illinois Legends 13u team for the 2026-2027 season

Event Website: N/A

Event Details:

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

N/A

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled:

Parking Lot at presidential park will be used

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?

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:

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.): _____

If the bathrooms at presideital park can remain open for the weekend, that would be preferred. If they are closed for the season, we would need portable toilets.

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): Ryan McNeilly
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.

Ryan McNeilly — 7/8/26

Signature of Applicant — Date

Ryan McNeilly

Printed Name of Applicant

(8/2017)

ANOTT2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SMALL COMMERCIAL UNIT
		PHONE (A/C, No. Ext):	877-783-1161 FAX (A/C, No): 260-459-5870
		E-MAIL ADDRESS:	SCU@KANDKINSURANCE.COM
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	GRANITE STATE INSURANCE COMPAN 23809
INSURED	LAKE IN THE HILLS YOUTH ATHLETIC ASSOCIATION P.O. BOX 613 HUNTLEY, IL 60142	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2119479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:	Y		AIP3450232802	12:01AM 3/20/25	12:01AM 3/20/26	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence	300000
							MED EXP (Any one person)	5000
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	3000000
							PRODUCTS-COMP/OP AGG	1000000
							Part Lgl Liab	1000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER-STATUE OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OF OMISSIONS OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER

VILLAGE OF LAKE IN THE HILLS
600 HARVEST GATE ROAD
LAKE IN THE HILLS, IL 60156

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Turnbull

ACORD 25 (2016/03)

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Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: _____

Circle all
that apply: (Applicant) Sponsor (Organizer) Promoter

By: Ryan McNeilly
[Print]

_____
[Signature]

Date: 7/8/2026

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: August 11, 2026

SUBMITTED BY: Nadim Badran, Public Works Director
Patricia Ham, Management Analyst

DEPARTMENT: Public Works

SUBJECT: Consider a Public Event/Entertainment License for Tidal Waves Girls Fastpitch – (CTW) Skeleton Softball Tournament, September 12-13, 2026 & May 15-16, 2027

ACTION REQUESTED:

Phil Hempen, on behalf of Tidal Waves Girls Fastpitch (CTW) of Crystal Lake, is seeking approval for a Public Event/Entertainment License for the CTW Skeleton Softball Tournament, to be held at Presidential Park in the fall of this year and spring of 2027, both two-day events. First on the weekend of September 12th and 13th, and second on May 15th and 16th.

DISCUSSION:

CTW is a non-profit that hosts tournaments in the fall and spring each year for youth ages 10-14 at multiple fields throughout the area and southern Wisconsin. This event is a fastpitch girls' tournament at Presidential Park. The applicant expects 8 teams, with approximately 150-200 spectators. The first date is Saturday, September 12, and Sunday, September 13, beginning at 7 am. The Spring event is on Saturday, May 15, and Sunday, May 16, 2027, and begins at 7 am, with no rain dates for either event. The applicant has requested that the bathrooms remain open, that they have a Site Director on site, and that they place all garbage in the dumpster.

RECOMMENDATION:

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

- Public Event License Fees must be paid prior to the event;
- Certificate of Liability for 2027 must be provided prior to the May 2027 event.
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- All garbage/debris from the event shall be deposited in the on-site dumpster by the event coordinator;
- All temporary tents or structures shall be securely anchored according to the manufacturer's instructions. Cooking is prohibited under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, all temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.

- The applicant shall abide by all provisions of the Algonquin Municipal Code, with specific attention to the Public Event/Entertainment section, along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Public Event License Application
- COI
- Indemnification, Waiver and Release

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: CTW Skeleton Softball Tournamen

Sponsoring Organization:

Name: Tidal Waves Girls Fastpitch (CTW) Contact Name: Phil Hempen

Address: [redacted]

City, Sta[redacted]

Phone: [redacted] Email: [redacted]

Event Coordinator:

Name: Phil Hempen

Home Address [redacted]

City, State, ZIP

Phone: [redacted] Email: [redacted]

Event Information:

Describe the Nature of the Event: Girls Fastpitch Softball Tournament

New Event ☐ Repeat Event ☑ If repeat, will anything be different this year?

We host a tournament in the fall and spring of each year. Typically age groups of 10, 12 and 14u age groups. We use multiple fields throughout the area and southern Wisconsin.

Event Address: Presidental Park

Date(s) and Time(s) of the Event: Sept 12 & 13 in the fall and May15 & 16 in Spring Games start at 8am

Rain Date(s), if applicable: N/A

Set-Up Date/Time: Day of Event 7am

Maximum Number of Attendees/Participants Expected: 8 team / Approximately 150 to 200 spectators / players per gem

Admission Fee: Yes ☐ No ☑ If Yes, list fee(s) to be charged:

How will the revenue be used (include donations to non-profit or charitable organizations):

We used the funds to offset program costs within our organization.

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.): We can provide portable toilets if needed.

We can hanvle normal garbage removal if there is a dumpster at the facility.

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): _____

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.

_____ 07/13/2026

Signature of Applicant — Date

Philip G. Hempen

Printed Name of Applicant

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.): We can provide portable toilets if needed.

We can hanvle normal garbage removal if there is a dumpster at the facility.

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): _____
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.

Philip G. Hempen
Signature of Applicant

07/13/2026
Date

Philip G. Hempen
Printed Name of Applicant

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Neis Insurance Agency, Inc. 45 N Virginia St Crystal Lake, IL 60014-4125	PHONE (A/C, No, Ext): (815) 455-6960	FAX (A/C, No): (815) 455-9357
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United States Liab Ins Co	25895
INSURED Tidal Waves Girls Fastpitch DBA Tidal Wave DBA Crush Tidal Waves DBA CTW PO Box 1993 Crystal Lake, IL 60039	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		NPP1585411G	11/1/2025	11/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			XL 2559360F	11/1/2025	11/1/2026	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date: Sep 12 and 13, 2026
Event Name: CTW Fall Skeleton Tournament
Location: Presidential Park 700 Highland Avenue Algonquin, IL 60102

The Village of Algonquin is, and has been, endorsed as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability coverage

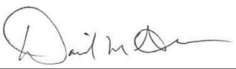
CERTIFICATE HOLDER

VILLAGE OF ALGONQUIN
2200 HARNISH DR
Algonquin, IL 60102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Neis Insurance Agency, Inc.	Tidal Waves Girls Fastpitch DBA Tidal Wave DBA Crush Tidal Waves DBA CTW PO Box 1993 Crystal Lake, IL 60039
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insured
The following items are invalid or too long to fit in the field (unless otherwise noted):
DBA Tidal Wave
DBA Crush Tidal Waves
DBA CTW

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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.): We can provide portable toilets if needed.

We can hanvle normal garbage removal if there is a dumpster at the facility.

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): _____
On-site contact's cell number: 224-558-8806
On-site contact's work number: 224-558-8809
On-site contact's home number: 224-558-8806

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.

Philip G. Hempen
Signature of Applicant

07/13/2026
Date

Philip G. Hempen
Printed Name of Applicant

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: August 11, 2026

SUBMITTED BY: Nadim Badran, Public Works Director
Patricia Ham, Management Analyst

DEPARTMENT: Public Works

SUBJECT: Consider a Public Event/Entertainment License for the Lions Club & Vintner – Wine and Beer Tasting, September 12, 2026

ACTION REQUESTED:

Pam Perrott, on behalf of the Algonquin Lions Club, is seeking approval for a Public Event/Entertainment License for the annual shared event with Vintner for a Wine and Beer Tasting.

DISCUSSION:

This is the 13th annual event, to be held on Saturday, September 12, 2026, from 11:00 am to 3:00 pm at the Vintner, located at 2380 Esplanade Drive, and in the adjacent Esplanade Commons open space. The open space will be temporarily fenced for the duration of the event and used for raffles. All tastings will occur within the Village Vintner's approved footprint. No alcohol consumption is permitted within the Esplanade Commons open space. Note that this event will not include the open carry of alcohol. If the Lions decide to allow open carry of alcohol during this event, they will be required to amend their Public Event/Entertainment License application and obtain new approval from the Village Board.

Ms. Perrott is also seeking a waiver of the $95/day Public Event License Fee.

RECOMMENDATION:

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

- Alcohol consumption is limited to the footprint of Village Vintner. No alcohol consumption shall occur in the open area of the Esplanade Commons;
- The applicant shall obtain a raffle license from the Village of Algonquin prior to the event date;
- All servers shall be Basset certified;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements.

ATTACHMENTS:

- Public Event License Application
- Waiver from Esplanade

VILLAGE OF ALGONQUIN
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION CHECKLIST

A license is required for all public events. This applies to both for profit and not-for-profit organizations, and includes but is not limited to outdoor exhibitions, shows, carnivals, circuses, concerts, and musical performances. The application packet must be completed in its entirety and submitted at least forty-five (45) calendar days before the Public Event to the Village of Algonquin, Community Development Department, 2200 Harnish Drive, Algonquin, IL 60102.

- All public event requests require a permit from the Village of Algonquin.
- The Village may place conditions on the public event as deemed appropriate to protect the health, safety, and welfare of the public.
- The Village Manager or his/her designee may revoke a public event/entertainment license or a carnival worker permit at any time and demand immediate cessation of the event based upon violations of this code, on-premise criminal acts by the event employees or when the event presents an endangerment to public safety.
- Police officers and all other Village officials shall have free access to the grounds and all booths, shows, and concessions on such grounds at all times to ensure that the event is in compliance with this code.

The Public Event Permit Application must include the following:

- [x] Completed Public Event/Entertainment License Permit Application Form
- [ ] Application fee made payable to the Village of Algonquin in the amount of $50 for each day the public event will run
  or: [x] Submit proof of not-for-profit status
- [x] Site approval if needed:
  1. [x] Letter of consent from the property owner or;
  2. [ ] Letter to the Village Board requesting the use of public property
- [x] Site plan showing the layout of the event
- [x] Minimum Insurance Requirements - **See pages 4 and 5 for requirements**. (Proof of insurance shall be filed no less than 30 days prior to the event or the event shall be subject to cancellation.)
- [ ] Electrical Building Permit Application with a copy of the contractor's electrical license and a detailed drawing that includes the source of power and circuitry
- [ ] McHenry and/or Kane County Temporary Food Service permit, if applicable (Copy of approval to be provided to Village within 5 days after event.)
- [x] Will liquor be served at this event? [x] Yes [ ] No VITNER IS the server NO OUTSIDE DRINKING
  If yes, then the appropriate liquor permit from the Liquor Commissioner must be applied for. PERMIT NOT REQUIRED.
- [x] Will a raffle be conducted as part of this event? [x] Yes [ ] No
  If yes, then the appropriate raffle permit from the Village Clerk must be applied for to the start of the event. (Such permit is limited to Algonquin-based, non-profit organizations only.)

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: ALGONQUIN LIONS FOUNDATION Wine and Beer Tasting

Sponsoring Organization:
Name: ALGONQUIN LIONS FOUNDATION Contact Name: PAM PERROTT
Address: [redacted]
City, State, ZIP:
Phone: 847-

Event Coordinator:
Name: DEBORAH Adams | Pam Perrott
Home Address: [redacted]
City, State, ZIP:
Phone: 847-

Event Information:

Describe the Nature of the Event: Beer and Wine tasting with Raffle Prize (To HELP the blind and hearing Impaired) Held at Village Vitner, ALGONQUIN

New Event ☐ Repeat Event ☒ If repeat, will anything be different this year? NO

THIS 13TH Year for event @ Village Vitner - (Helping kids to Camp)

Event Address: 2380 Esplandge Drive, ALGONQUIN

Date(s) and Time(s) of the Event: Sept 12, 2026

Rain Date(s), if applicable: N/A - Move event in Restaurant

Set-Up Date/Time: Am day of event

Maximum Number of Attendees/Participants Expected: 150 - 200

Admission Fee: Yes ☒ No ☐ If Yes, list fee(s) to be charged: $25.00

How will the revenue be used (include donations to non-profit or charitable organizations): Proceeds will go to Camp Lions of ILLINOIS FOR BLIND AND DEAF YOUTH.

Event Website: algonquinlionsclub@gmail.com

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Use of temporary fencing.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: ESPLANADE PARKING (RESTAURANT)

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?

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:

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.): NO

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): Deborah Adams | Pam Perrott
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.

Pamela Perrott
Signature of Applicant

6/24/20
Date

Pamela Perrott
Printed Name of Applicant

ALGONQUIN Lions

(8/2017)

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: _____

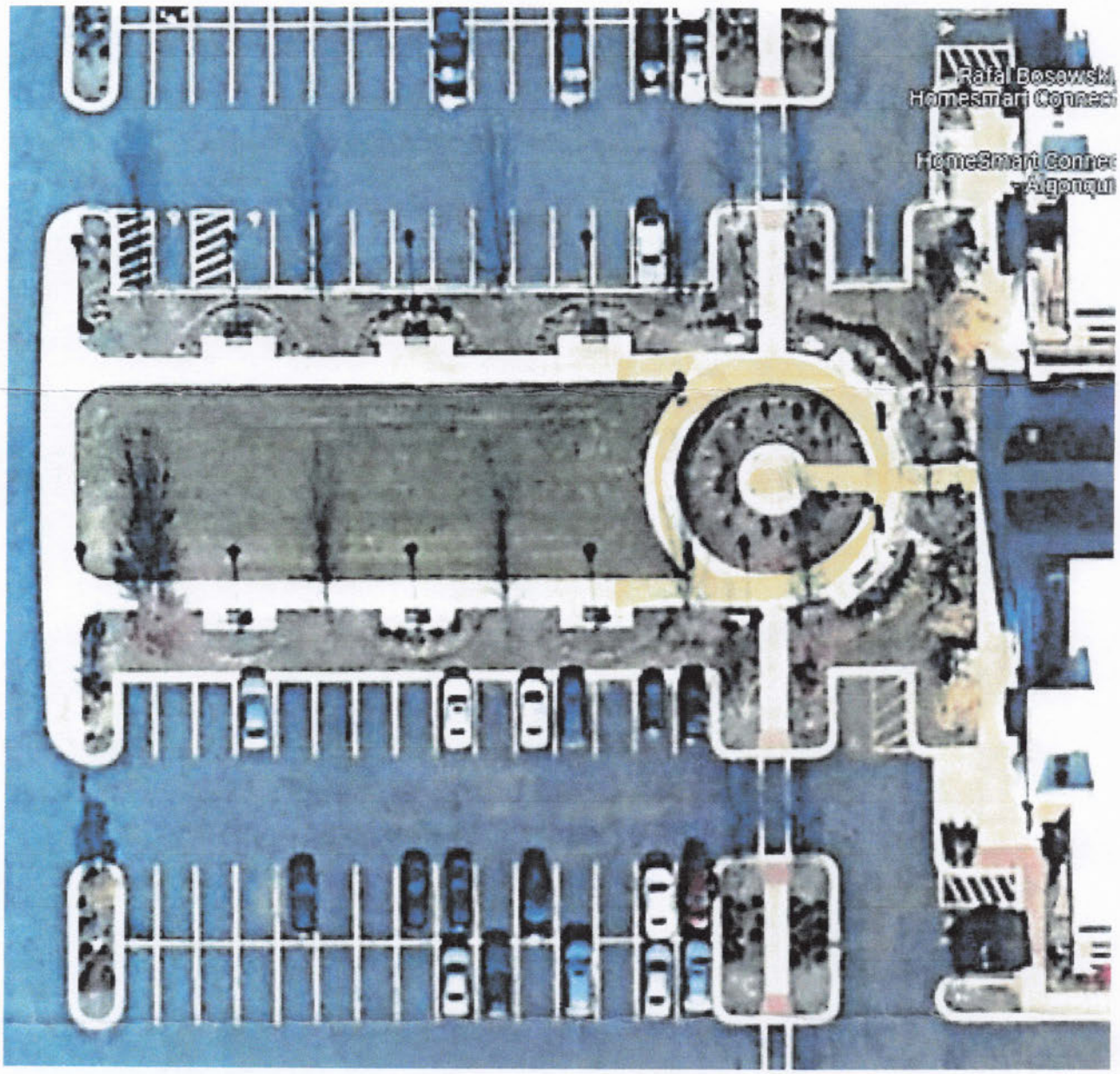
Circle all
that apply: (Applicant) Sponsor Organizer Promoter

By: Pamela Perrott
[Print]
[Signature]

Date: 6/24/26

ALGONQUIN LIONS

EXHIBIT A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- Agonqu

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road Suite 225 Schaumburg IL 60173	CONTACT NAME: Bryan Adams PHONE (A/C, No, Ext): (800) 316-6705 FAX (A/C, No): (847) 934-6186 E-MAIL ADDRESS: lionsclubs@dspins.com
INSURED Algonquin Lions Dist. 1J Algonquin Illinois	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Ace American Insurance Company 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Agg.Per Named Insure						MED EXP (Any one person)	$ 5,000
	is $2,000,000			HDOG49357199	09/01/2025	09/01/2026	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ISA H11428113	09/01/2025	09/01/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above:

09/12/2026 Algonquin Lions Club/Algonquin Lions Foundation Wine & Beer Tasting Event to be held Saturday, September 12th, 2026 as a 1 day event on the premises of Village Vintner, 2380 Esplanade Dr., Algonquin, IL 60102

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

***Village of Algonquin, IL

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER

Village Vintner
2380 Esplanade Dr.
Algonquin Illinois 60102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RLI®
SURETY
PO Box 3967
Peoria, IL 61612-3967
Phone: (800) 645-2402
Fax: (309) 683-1610

Algonquin Lions Club
PO Box 7493
Algonquin, IL 60102

September 16, 2025

RE: Bond Renewal: LFM0034601
Principal: Algonquin Lions Club

Obligee:
Description:

Dear Principal:

This letter will confirm our receipt of your premium payment and notification of your bond renewal. Your bond premium is paid through October 16, 2026.

For questions please contact:
Acrisure Midwest Ptrs Ins Srvs
16805 West Cleveland Avenue
New Berlin, WI 53151

(262) 782-3940

Thank you for placing your bond business with us.

Sincerely,

Olga S Happel

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Olga S. Happel
RLI Surety

ESPLANADE COMMONS, LLC

WAIVER OF LIABILITY

FOR USE OF EVENT LAWN AREA AND COMMON AREAS

Any use of the Event Lawn Area is at the User's sole risk.

Esplanade Commons, LLC, Factotum Management Company, Inc., and Esplanade Building E Condominium Association, Inc.; and their respective successors, agents and assigns, including, without limitation, the Owners, Board of Directors and employees, are all referred to below as the "Indemnified Parties."

As a condition of Landlord allowing the use of the Event Lawn Area, you agree to the following in connection with any use of the Event Lawn Area and any other common areas by or through you:

1. Waiver of Liability. I do acknowledge that I and all such Users by or through me waive any liability on the part of the Indemnified Parties for any personal injury, property damage or loss occurring in or around the Event Lawn Area or common areas, to the fullest extent permitted by law.

2. Indemnification and Hold Harmless. I hereby agree to indemnify and hold harmless the Indemnified Parties from any liability from any loss, claim, award, damage or penalty arising out of any activities by me or any User acting by or through me in the Event Lawn Area and any other common areas, to the fullest extent permitted by law.

Signature:

Print Name: Steve Boyer Date: 6-1-26

Steve Boyer

Signature:

Print Name: Robert Boyer Date:

Robert Boyer

ESPLANADE COMMONS, LLC

WAIVER OF LIABILITY

COMMON AREA USE AGREEMENT

This agreement is made between ESPLANADE COMMONS, LLC ("Landlord") and D'VINE WINE CRAFTERS, LLC dba VILLAGE VINTNER WINERY ("Tenant") whereas Landlord has agreed to allow Tenant to use of the Common Area located to the west of the building ("Event Lawn Area") which boundaries are detailed further in Exhibit A, for the Algonquin Lions Club 12th Annual Beer and Wine Tasting event on Saturday, September 12th, 2026 so long as the following conditions are met.

Conditions of this agreement:

1. The Tenant agrees to supply an insurance certificate to the management company, prior to the event, naming the Landlord, Factotum Property Management, Inc. and Esplanade Building E Condominium Association as "Additional Insured" for the date of the event, which policy is to be in the following minimum limits: Two Million Dollars ($2,000,000.00) aggregate limit, One Million Dollars ($1,000,000.00) occurrence limit, One Million Dollars ($1,000,000.00) personal injury limit, Five Thousand Dollars ($5,000.00) medical expense limit, and Three Hundred Thousand Dollars ($300,000) damage to rented premises. These are the limits as stated in the Lease. The certificate needs to show that the coverage is extended to the Event Lawn Area.
2. Prior to the event, a walk-through with the Property Manager will be conducted to note the condition of the Event Lawn Area. Tenant is wholly responsible for setting up meeting with Property Manager not less than 5 days in advance of event. Walkthrough will occur within Property Manager's schedule.
3. The Tenant agrees to clean up the premises after use. All trash must be picked up and disposed of properly in the Tenant's own facilities. No trash is to remain within the Event Lawn Area or any other common area.
4. The Tenant agrees that any time further spent by Property Manager or Landlord beyond the pre and post inspections shall be reimbursed by Tenant.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

YYY 4-15-2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☐ CLAIMS-MADE ☒ OCCUR	X		BP10026567	8-15-2025	8-15-2026	DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG
	OTHER:						$
							[illegible]
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) $
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DED ☐ RETENTION $						
	[illegible]						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A						[illegible]
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Pavel 4-28-2026

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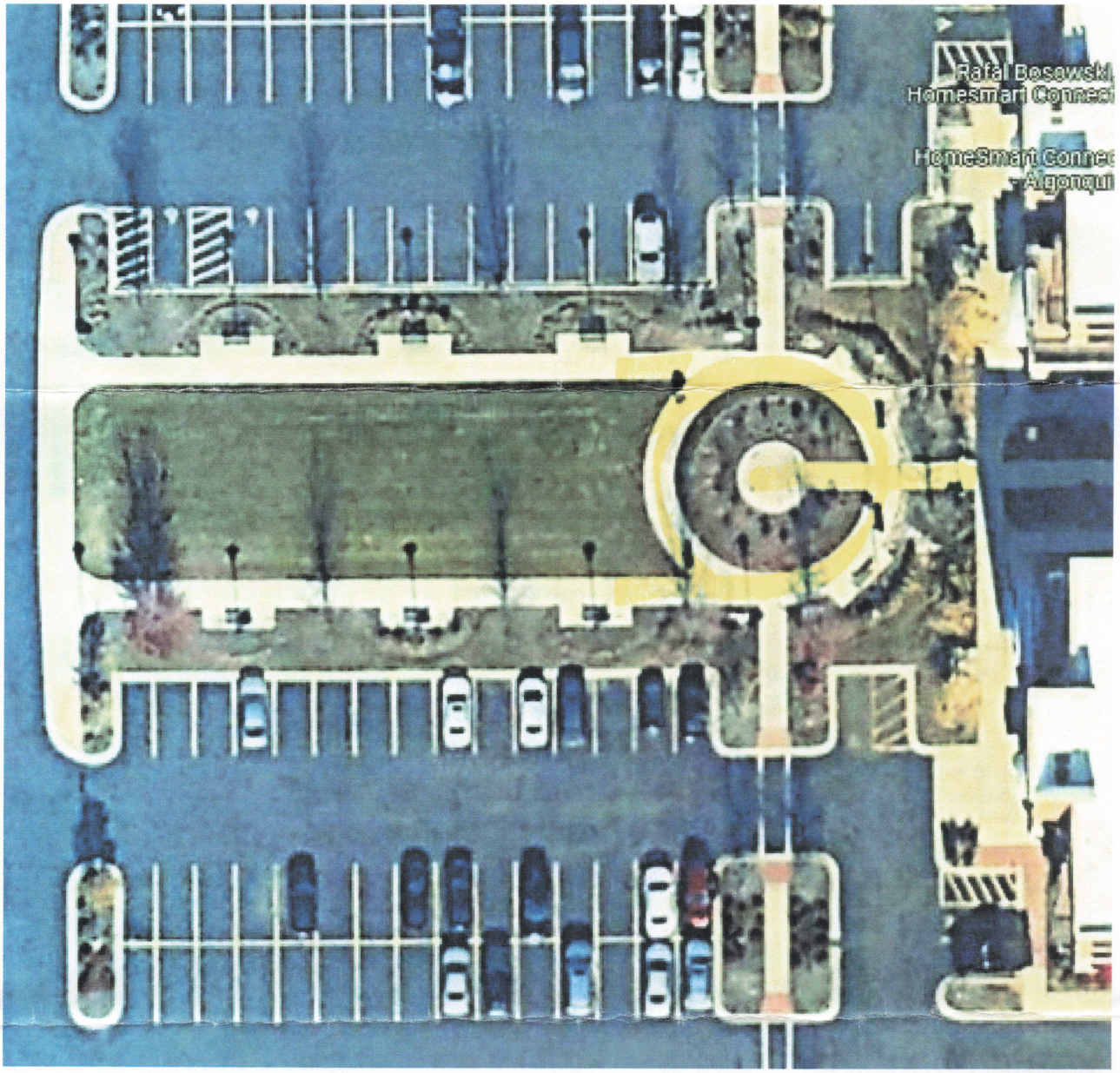
EXHIBIT A


Rafal Bosowski,
HomeSmart Connect
HomeSmart Connec
Algonqu

Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: August 11, 2026

SUBMITTED BY: Nadim Badran, Public Works Director
Patricia Ham, Management Analyst

DEPARTMENT: Public Works

SUBJECT: Consider a Public Event/Entertainment License for the St. Vincent de Paul – Walk for the Poor, September 19, 2026

ACTION REQUESTED:

Mark Minaglia, on behalf of the St. Vincent de Paul Society, is seeking approval for a Public Event/Entertainment License for the annual Walk for the Poor.

DISCUSSION:

The Walk for the Poor will take place on Saturday, September 19, 2026, beginning at 7:00 a.m. It will begin at St. Margaret Mary Church, head south on Hubbard Street, crossing Ridge Street, Clay Street, and Webster Street. They will arrive at Schuett Street and continue the walk on the McHenry County Prairie Path Trail going west over the river past Main Street. They will walk past Route 31, turn around, and walk back to the church on the same path. The walk will only occur on the trail and sidewalks, so street closures are not required. There will be crossing guards wearing vests at each intersection along the walk route. All the money raised will go to the St. Vincent de Paul treasury to assist families in need in Algonquin and Lake in the Hills.

Mr. Minaglia is also seeking a waiver of the $95/day Public Event License Fee.

RECOMMENDATION:

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

- Traffic shall not be impeded in any manner due to the walk;
- Residents along Hubbard Street shall be notified of the walk at least one week before the event;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements.

ATTACHMENTS:

- Public Event License Application

- Map & Indemnification, Waiver and Release

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 60 days prior to the event.

Please type or print legibly.

Official Name of the Event: Walk for the Poor

Sponsoring Organization:

Name: St. Vincent DePaul Contact Name: Mark Minaglia

Address: 111 S Hubbard

City, State, ZIP: Algonquin, Il 60102

Phone: 847-331-9631 Email: stvdp.Algonquin@gmail.com

Event Coordinator:

Name: Mark MINAGLIA

Home Address: [redacted]

City, State, ZIP [redacted]

Phone: [redacted] Email: [redacted]

Event Information:

Describe the Nature of the Event: This is a walk through the neighborhood to the bike trail. It's a 5K walk/run, This is not a competion. There is coffee and donuts after the walk is finished.

New Event ☐ Repeat Event ☑ If repeat, will anything be different this year? No

Event Address: 111 S Hubbard St Algonquin Illinois 60102

Date(s) and Time(s) of the Event: September 19th 2026 7:30am-9am

Rain Date(s), if applicable: None

Set-Up Date/Time: 6:30am

Maximum Number of Attendees/Participants Expected: 30

Admission Fee: Yes ☐ No ☑ If Yes, list fee(s) to be charged:

How will the revenue be used (include donations to non-profit or charitable organizations): StvDp used the money raised to provide assistance with utility, rent/mortgage, car payments and car insurance, auto repairs, gifts cards for food or gas only, and many other bills that are prohibiting our friends in need to get their lives turned around. We are extremely diligent with our funds. Nothing is wasted. 100% goes to our Friends in Need.

Event Website: saintmargaretmary.org

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

We do not have a need for security at this event. We do have crossing guards at each intersection with vests on.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled:

The church has a couple of hundred parking spots so this will not be an issue

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?

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:

Church Grounds

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:

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

None-coffee and donuts are on a table inside the McGivney building on church grounds

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): Mark Minaglia
On-site contact's cell number: [redacted]
On-site contact's work number:
On-site contact's home number: None

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.

Signature of Applicant

July 19th, 2026
Date

Mark Minaglia MARK MINAGLIA
Printed Name of Applicant

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: Mark Minaglia

Circle all
that apply: Applicant Sponsor (Organizer) Promoter

By: Mark Minaglia
[Print]

[Signature]

Date: JULY 19TH 2026

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.): NO

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

Name of on-site contact during the event (please print): MARK MINAGLIA
On-site contact's cell number: 847-331-9631
On-site contact's work number: SAME
On-site contact's home number: SAME

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.

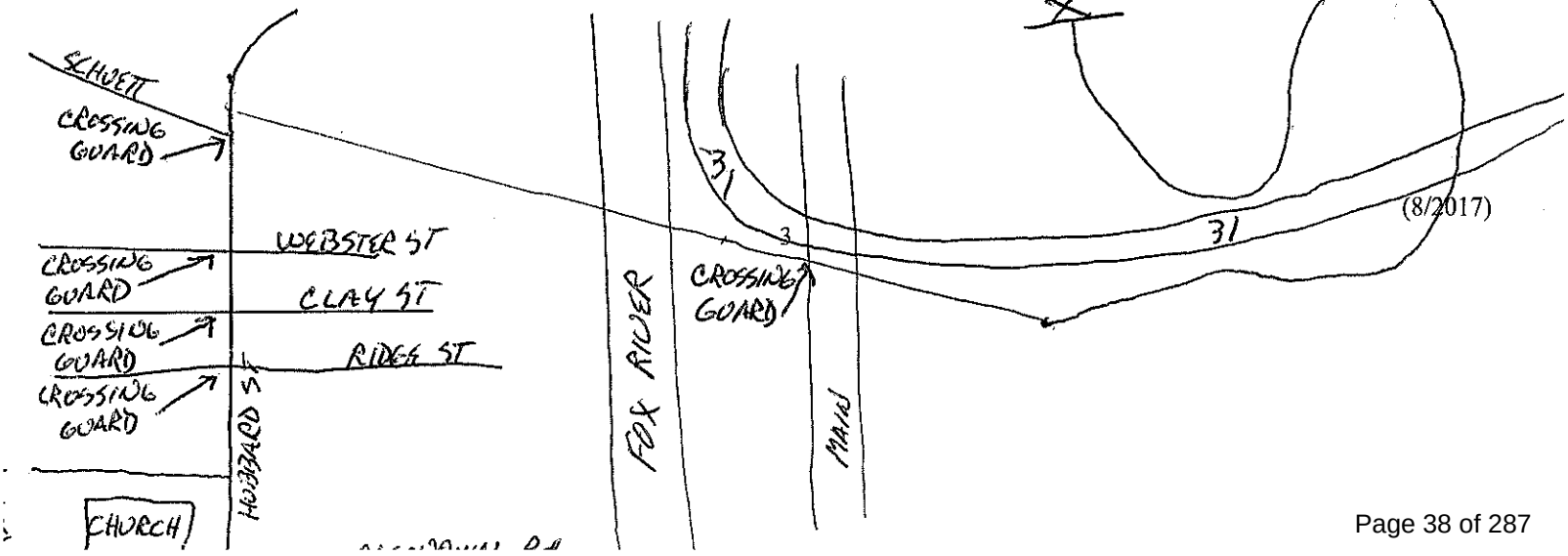
Signature of Applicant

7-22-2024
Date

MARK MINAGLIA
Printed Name of Applicant

EDGUT PATH

STARTING AT THE BACK PARKING LOT AT ST MARGARET MARY, WE GO TO HUBBARD ST + WALK SOUTH PAST RIDGE (1 CROSSING GUARD POSTED) PAST CLAY ST (1 CROSSING GUARD POSTED PAST WEBSTER ST (1 CROSSING GUARD POSTED) TO SCHUETT ST (1 CROSSING GUARD POSTED) FROM THERE WE WILL CONTINUE THE WALK ON THE MCHENRY COUNTY PRAIRIE TRAIL GOING WEST, THE WALK WILL CONTINUE OVER THE RIVER, PAST MAIN ST. (1 CROSSING GUARD) WE WILL WALK JUST PAST 31 & THEN WE TURN AROUND & WALK BACK TO THE CHURCH



(8/2017)

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: MARK MINAGLIA

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: MARK MINAGLIA
[Print]
[Signature]

Date: 7-22-2024

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: August 11, 2026

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

DEPARTMENT: Community Development Department

SUBJECT: Consider an Ordinance Issuing a Special Use Permit for A Church at 2210 and 2220 – 2230 Lake Cook Road for The Bridge Church

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ACTION REQUESTED:

Pastor Todd Berge of The Bridge Church of Algonquin, the "Petitioner", applied for issuance of a Special Use Permit for a Church at 2210 and 2220 to 2230 Lake Cook Road, referred to herein as the "Subject Property".

PLANNING & ZONING COMMISSION REVIEW:

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

There was no public comment. After discussion, the Planning and Zoning Commission accepted (approved 5-0) staff's findings as the findings of the Planning and Zoning Commission and recommended the issuance of the Special Use Permit, as outlined in the staff report for case PZ-2026-11, and subject to staff's recommended conditions.

DISCUSSION:

Although churches are not specifically listed as permitted or special uses in the B-2 Zoning District under the Zoning Code, federal law allows them to be considered in the same manner as comparable assembly uses. As a result, the Petitioner may request approval of a Special Use Permit for the proposed church in the B-2 Zoning District. Specific details about this request can be found in the Planning & Zoning Staff Report attached as "Exhibit A".

STAFF RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for issuance of a Special Use Permit allowing a Church at 2210 and 2220 to 2230 Lake Cook Road, subject to the following conditions:

a. The Special Use Permit shall be valid for an initial period of three (3) years from the effective date of this Ordinance and shall automatically expire thereafter. Should the property owner desire to request an extension of the Special Use Permit beyond the three years, the owner shall be required to petition the Village Board, which, in its sole discretion, and without the matter being referred back to the Planning and Zoning Commission, shall

determine whether the special use should expire or be extended to continue to allow the church use of the building;

b. If the church use is discontinued or abandoned for a period exceeding six (6) consecutive months, this Special Use Permit shall automatically terminate;

c. Prior to occupancy of any tenant space, the Petitioner shall obtain all required building permits and Certificates of Occupancy from the Community Development Department;

d. The following signs shall be prohibited at all times: inflatable signs, flags, pennants, or any other temporary or portable signs. A temporary banner may be displayed only after issuance of a sign permit and shall comply with all applicable provisions of the Sign Code;

e. All church attendees shall park only within designated parking stalls. Parking on adjacent residential streets by church attendees is prohibited. If the Village determines that parking associated with the church use creates inadequate parking or circulation issues within the shopping center, the Petitioner shall implement operational modifications to mitigate such impacts. Such modifications may include, but are not limited to, increasing the number of worship services;

f. All activities shall be located within the buildings;

g. The Village Board reserves the right to require noise abatement measures should the sound levels negatively impact the adjacent residential properties by exceeding the noise limits set by the Illinois Pollution Control Board at the property line;

h. Prior to a Certificate of Occupancy being issued, an updated Private Property Enforcement Agreement shall be submitted by the property owner and accepted by the Village.

ATTACHMENTS:

Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2026-11
Exhibit B. DRAFT Minutes from the July 13, 2026, Planning & Zoning Meeting
Exhibit C. Petitioner's Response to Standards & Parking Analysis
Exhibit D. Project Narrative
Exhibit E. Site Plan & Floor Plans

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

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

CASE NUMBER:	PZ-2026-11
MEMO DATE:	July 9, 2026
PUBLIC HEARING DATE:	July 13, 2026
PROPERTY ADDRESS/LOCATION:	2210 and 2220 – 2230 Lake Cook Road
PETITIONER/PROPERTY OWNER:	Pastor Todd Berge of The Bridge Church of Algonquin/ Algonquin County Line LLC

REQUEST SUMMARY

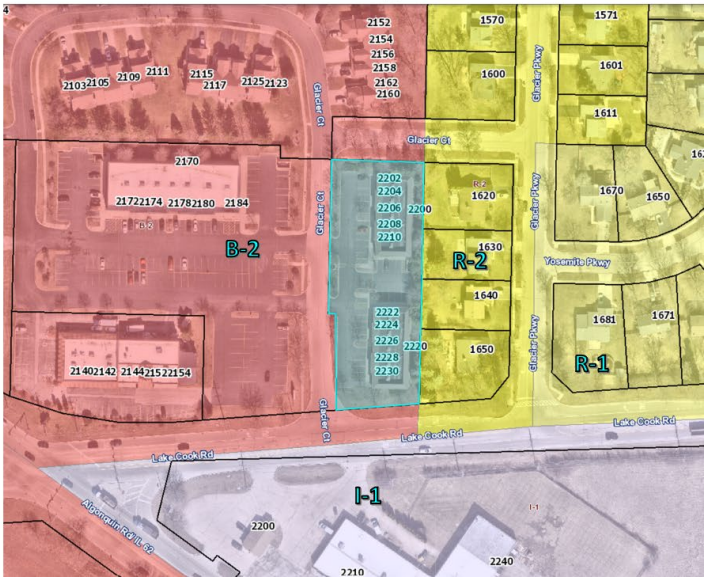
Pastor Todd Berge of The Bridge Church of Algonquin, the "Petitioner", applied for issuance of a Special Use Permit for a Church at 2210 and 2220 to 2230 Lake Cook Road, referred to herein as the "Subject Property".

BACKGROUND

Site Information

Location

Zoning



Existing Zoning:	B-2 Business, General Retail/PUD	**Existing Land Use:**	Commercial
		Proposed Land Use:	Commercial
Property Size:	0.997 acres	**PIN(s):**	19-35-477-056
Surrounding Zoning & Land Use	**North:**	B-2 Business, General Retail/PUD – Townhomes	
	East:	R-2 One-Family Dwelling – Single Family Homes	
	South:	I-1 Industrial, Limited – Commercial	
	West:	B-2 Business, General Retail/PUD – Commercial	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

Property History

The Subject Property is part of a larger tract that was annexed into the Village in 1987. At that time, an approximately 11-acre portion of the property was zoned B-2 Business, General Retail. The property was subsequently resubdivided and approved as a Planned Unit Development (PUD) through Ordinance No. 95-O-28 (*An Ordinance Approving The*

Preliminary Development Plan For County Line Square) and Ordinance No. 95-O-50 (*An Ordinance Approving The Final Plat Of Subdivision For County Line Square And The Final Development Plan For Lots 2, 4, And 5 Of County Line Square*).

The Subject Property consists of multiple tenant spaces within two buildings located on Lot 3 of County Line Square, commonly known as Glacier Plaza. Lot 3 received Final Planned Unit Development approval through Ordinance No. 2006-O-06 (*An Ordinance Approving The Final Planned Development for Lot 3 of the County Line Square Commercial Center (Glacier Plaza)).*

STAFF RECOMMENDATION SUMMARY

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

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

Pursuant to Section 21.12, *Special Uses*, of the Zoning Code, a Special Use Permit is required for a church in the R-1, R-2, R-5, R-1A, and R-1E Districts. Churches are permitted by right in R-3, R-4, O-T, and I-2 Districts.

The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) prohibits zoning regulations that treat religious assemblies less favorably than comparable secular assembly uses. Because assembly uses such as auditoriums, banquet and event facilities, meeting halls, conference centers, theaters, clubs, and similar places of assembly are permitted in the B-2 District with approval of a Special Use Permit, a church may similarly request Special Use Permit approval in the B-2 District.

Zoning Code Definitions

- **Church:** A building primarily used for religious worship. The word church shall include, but not be limited to, chapel, temple, synagogue, and mosque.

The Petitioner is requesting approval to occupy multiple tenant spaces within the two buildings on Lot 3 as the Bridge Church of Algonquin. The Petitioner stated that the Subject Property is a temporary location, as they plan to build a new church building outside of Algonquin on land that they have already purchased. The tenant space at 2210 Lake Cook Road, the southern end unit of the northern building, is approximately 1,125 square feet in area and will serve as the church's administrative office. The entire southern building, addressed 2220 through 2230 Lake Cook Road, is also proposed to be occupied by the church. The northern tenant space is approximately 3,500 square feet in area, while the southern tenant space is approximately 2,135 square feet. These spaces will be used for worship services and related church programming.

County Line Square contains a variety of commercial uses, including restaurants, personal service businesses, a fitness center, and a physical therapy clinic. Shared parking and cross-access easements exist between Lots 2, 3, and 4 as part of the County Line Square PUD. Of the 211 parking spaces serving the shopping center, 33 spaces are located on Lot 3.

Pursuant to Chapter 26 of the Municipal Code, churches are required to provide a minimum of one parking space for every three seats. Based on the Petitioner's anticipated maximum attendance of 120 people, the minimum parking requirement is 40 spaces. The Petitioner estimates that peak attendance will generate approximately 70 vehicles, but believes parking demand will not conflict with other businesses due to differing peak operating hours.

To address potential parking impacts, staff recommends conditions requiring all church attendees to park within marked parking stalls and prohibiting parking on adjacent residential streets. Staff also recommends a condition requiring the Petitioner to implement operational modifications if parking demand creates conflicts within the shopping center. Such modifications may include, but are not limited to, increasing the number of worship services to distribute attendance over multiple service times.

Next Steps
The Special Use Permit request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for consideration of issuance. If at any time the use changes or there is evidence of a clear intent on the part of the owner and/or tenant to abandon any portion of this Special Use for more than six (6) months, this Special Use Permit shall be terminated.

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 issuance of a Special Use Permit allowing a church at 2210 and 2220 to 2230 Lake Cook 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 issuance of a Special Use Permit allowing a Church at 2210 and 2220 to 2230 Lake Cook Road, as outlined in the staff report for case PZ-2026-11 dated July 9, 2026, subject to the following conditions:

    a. The Special Use Permit shall be valid for an initial period of three (3) years from the effective date of this Ordinance and shall automatically expire thereafter. Should the property owner desire to request an extension of the Special Use Permit beyond the three years, the owner shall be required to petition the Village Board, which, in its sole discretion, and without the matter being referred back to the Planning and Zoning Commission, shall determine whether the special use should expire or be extended to continue to allow the church use of the building;

    b. If the church use is discontinued or abandoned for a period exceeding six (6) consecutive months, this Special Use Permit shall automatically terminate;

    c. Prior to occupancy of any tenant space, the Petitioner shall obtain all required building permits and Certificates of Occupancy from the Community Development Department;

    d. The following signs shall be prohibited at all times: inflatable signs, flags, pennants, or any other temporary or portable signs. A temporary banner may be displayed only after issuance of a sign permit and shall comply with all applicable provisions of the Sign Code;

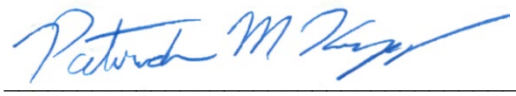
    e. All church attendees shall park only within designated parking stalls. Parking on adjacent residential streets by church attendees is prohibited. If the Village determines that parking associated with the church use creates inadequate parking or circulation issues within the shopping center, the Petitioner shall implement operational modifications to mitigate such impacts. Such modifications may include, but are not limited to, increasing the number of worship services;

    f. All activities shall be located within the buildings;

    g. The Village Board reserves the right to require noise abatement measures should the sound levels negatively impact the adjacent residential properties by exceeding the noise limits set by the Illinois Pollution Control Board at the property line;

h. Prior to a Certificate of Occupancy being issued, an updated Private Property Enforcement Agreement shall be submitted by the property owner and accepted by the Village."

I concur:



Patrick M Knapp, AICP
Director of Community Development

Attachments:
- Exhibit A. Standards & Findings
- Exhibit B. Petitioner's Response to Standards & Parking Analysis
- Exhibit C. Project Narrative
- Exhibit D. Site Plan & Floor Plans

Exhibit A: Standards & Findings of Fact

Special Use Standards – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following standards:

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
3. That the proposed use will comply with the regulations and conditions specified in this Chapter

Petitioner Response:
See Exhibit B.

Staff Response:
The use is 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, provided that it meets staff's recommended conditions. The operator shall be required to obtain all applicable permits prior to commencing operations open to the public and comply with the Special Use conditions.

PLANNING AND ZONING COMMISSION MINUTES

JULY 13, 2026

Roll Call - Establish Quorum

Commissioner Neuhalfen called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

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

- Commissioner Neuhalfen
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Szpekowski
- Commissioner Sturznickel

Member Absent: Chair Patrician and Commissioner Rasek

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney David Noland

Commissioner Szpekowski made a motion to nominate Commissioner Neuhalfen as Chair for the meeting in Chair Patrician's absence. Commissioner Sturznickel seconded the motion and the motion was approved with a 5-0 vote.

Public Comment

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

Approval of Minutes

Chair Neuhalfen asked for approval of the June 8, 2026, Planning and Zoning Commission meeting minutes. A motion was made by Commissioner Bumbales and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 5-0 vote.

Case Number PZ-2026-11 – Consideration of a Request to Issue a Special Use Permit to Allow a Church for The Bridge Church of Algonquin

Planner Barajas confirmed that the public notice requirement had been fulfilled.

Pastor Todd Berge, of 653 Kingsbury Court, and Jerry Davenport gave a verbal presentation to the Planning & Zoning Commission requesting a positive recommendation. Mr. Davenport also provided the Commissioners with a hard copy of the presentation.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission, stating that Staff supports the request.

Commissioner Bumbales asked about the initial lease term and whether neighboring businesses had expressed support for the proposed use. Pastor Berge responded that the lease term is four years. He added that neighboring businesses had not expressed any concerns and noted that the owner of the Subject Property also owns the fitness center within the shopping center. Planner Barajas confirmed that Staff had not received any negative public comments.

Commissioner Bumbales requested clarification on the proposed use of each tenant space. Pastor Berge explained that Unit 2210 (the northernmost unit) would be used for offices, counseling, and meetings, Unit 2222 (the center and largest unit) would be used for worship services, and Unit 2230 (the southernmost unit) would be used for children's activities. Commissioner Bumbales then asked about the anticipated occupancy timeline. Pastor Berge stated that occupancy would occur as soon as possible following issuance of a Certificate of Occupancy by the Village.

Commissioner Szpekowski stated that she had no questions and appreciated the parking analysis provided by the Petitioner.

Chair Neuhalfen asked whether the church anticipated membership growth over the next three to five years. Pastor Berge explained that the congregation previously reached approximately 280 members while meeting at Algonquin Middle School but declined after relocating to Barrington Hills. He stated that he anticipated future growth but noted that, given the size of the Subject Property, the church would likely hold two services if attendance increased significantly.

Chair Neuhalfen asked whether a crossing guard would be provided at the Glacier Court crossing. Pastor Berge responded that a crossing guard would be provided and that individuals requiring accessible parking would be encouraged to park as close to the entrance as possible. Chair Neuhalfen also asked whether the church planned to host weddings or funerals. Pastor Berge responded that very small services might be considered but would likely be limited due to the size of the facility.

Chair Neuhalfen inquired about signage. Pastor Berge stated that the church intended to install wall signage, subject to Village approval. Director Knapp added that a permit would be required for any temporary banner signage.

Commissioner Laipert asked whether the church planned to install a kitchen. Pastor Berge responded that no kitchen was proposed, as a commercial kitchen was not feasible. Commissioner Laipert then asked whether any interior walls would be removed. Pastor Berge explained that no walls would be removed, but an interior doorway would be installed between Units 2222 and 2230.

Commissioner Sturznickel requested clarification regarding the location of the worship area and accessible parking spaces. Pastor Berge identified the worship area on the presentation and confirmed that accessible parking spaces already existed on the site.

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

Gwendolyn Westfall, 2115 Glacier Court, stated that she was speaking on behalf of residents of the County Line Square Townhomes. She explained that their primary concern was parking, as the townhome development already experiences parking constraints.

Chair Neuhalfen asked whether on-street parking was permitted. Planner Barajas responded that one of Staff's recommended conditions prohibited church attendees from parking on adjacent residential streets.

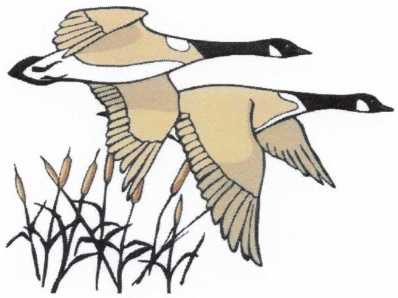
Chair Neuhalfen closed the Public Comment portion of the Public Hearing.

Chair Neuhalfen asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Laipert to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the issuance of a Special Use Permit allowing a Church at 2210 and 2220 to 2230 Lake Cook Road, as outlined in the staff report for case PZ-2026-11 dated July 9, 2026, subject to the recommended conditions. The motion carried (5-0).

DRAFT

Presentation:

Bridge Church of Algonquin



Atty Rodney Piercey, **Appeal** from Admin Decision

Standard for SUP:

Use is Necessary or Desirable at <u>County Line Square Center</u> to Provide a Service

Physical and Spiritual/Emotional

Vacancy Rate

Use is in Interest of Public Convenience

Roots (2013-2018) in Algonquin – Algonquin Middle School

Over 100 of our Members are from Algonquin

Contribute to General Welfare of Community

Space for Neighborhood Meetings (HOA)

Meeting Point for Access to Outdoor Activities

Individual and Family Counseling (Grief, Addiction, Parenting. Death, Illness)

Meals for Persons Recovering from Surgery, Birthing, Incapacity (Care Team)

Mentoring Programs for Kids Coping with Change (Kids Hope)

Not Be Detrimental to General Welfare or Uses in Vicinity

Worship Service (Day, Time, Attendance, Nature of Service)

Civic and Community Services (Small Meetings, Counseling)

Parking and Traffic

Religious Land Use and Institutional Persons Act (RLUIPA)

ZO Sec. 21.12.C.2 Fraternal Organizations, Dance Halls, Meeting Halls, etc.

Sec 21.12.C.8 No longer enforceable as written re Churches in B-2

Approval by Village of Church on Lot 2 in Center in 2006

Traffic and Parking

Restrictive Covenants (page 1 section 1)

Traffic Movement and No. Parking Spaces, Existing Church on IL 59 (May 3)

Time	Vehicles Parked/ Trips In
Prior to 9:00 a.m.	15
9:00 to 9:15 a.m.	4
9:15 to 9:30 a.m.	5
9:30 to 9:45 a.m.	11
9:45 to 10:00 a.m.	**30**
10:00 to 11:00 a.m.	17
	Vehicle Parked/ Trips Out
11:00 to 11:15 a.m.	12
11:15 to 11:30 a.m.	23
11:30 to 11:45 a.m.	25
11:45 a.m. to Noon	17
12:00 p.m. beyond	5

Total: 82 occupied spaces

Arrival: Low Peak: 36%

Exit: Evenly Dispersed.

No Stacking either direction

No. Parking Spaces Occupied and Capacity, at Center, Sunday, May 3, 2026

	8:45 pm.	12:05 p.m.	Capacity
East side of Antigua	0	0	31
South and West side of Antigua	7	10	32
West side of Fitness Center	3	3	21
Front of Fitness Center	6	5	17
South side of Fitness Center	10	9	8
East side of Fitness Center	0	0	18
Sides of Ortho Illinois	0	0	16
Sides of Vacant Building (PIQ)	0	0	17
Total	26	**27**	**212**

Occupancy: 13%

Merge Existing Church Parking Demand with Existing Center Parking

Peak: 11:45 AM to Noon 27 spaces + 27 spaces (Noon) = 54 spaces (26%)

If use Morning Peak: 82 spaces + 27 spaces = 109 spaces (51%) (Antigua opens earlier)

Profile of Existing Space in Center (numbers revised)

Area	Uses	Occupied Sq ft*	Vacant Sq ft	% Occupied
Antigua et al	Restaurant, Salon, Cleaners, Sweet Shop	9,202	0	100%
Fitness Center	Fitness Center, Vacant	6,066	3,600	63%
Ortho Illinois	Medical Offices, Vacant*	4,291	1,050	20%
PIQ	Vacant*		5,364	0%
Total		19,559	10,014	66%

Pedestrian Plan (See attached)

Churches in Commercial Centers (See attached)

Arising Church in Terra Cotta Place in Crystal Lake

Crosspoint Lutheran Church in Lakewood Center

Prepared By Jerry P Davenport, AICP, MRP, JD

Davenport and Associates. City Planning and GIS Services.

July 13, 2026

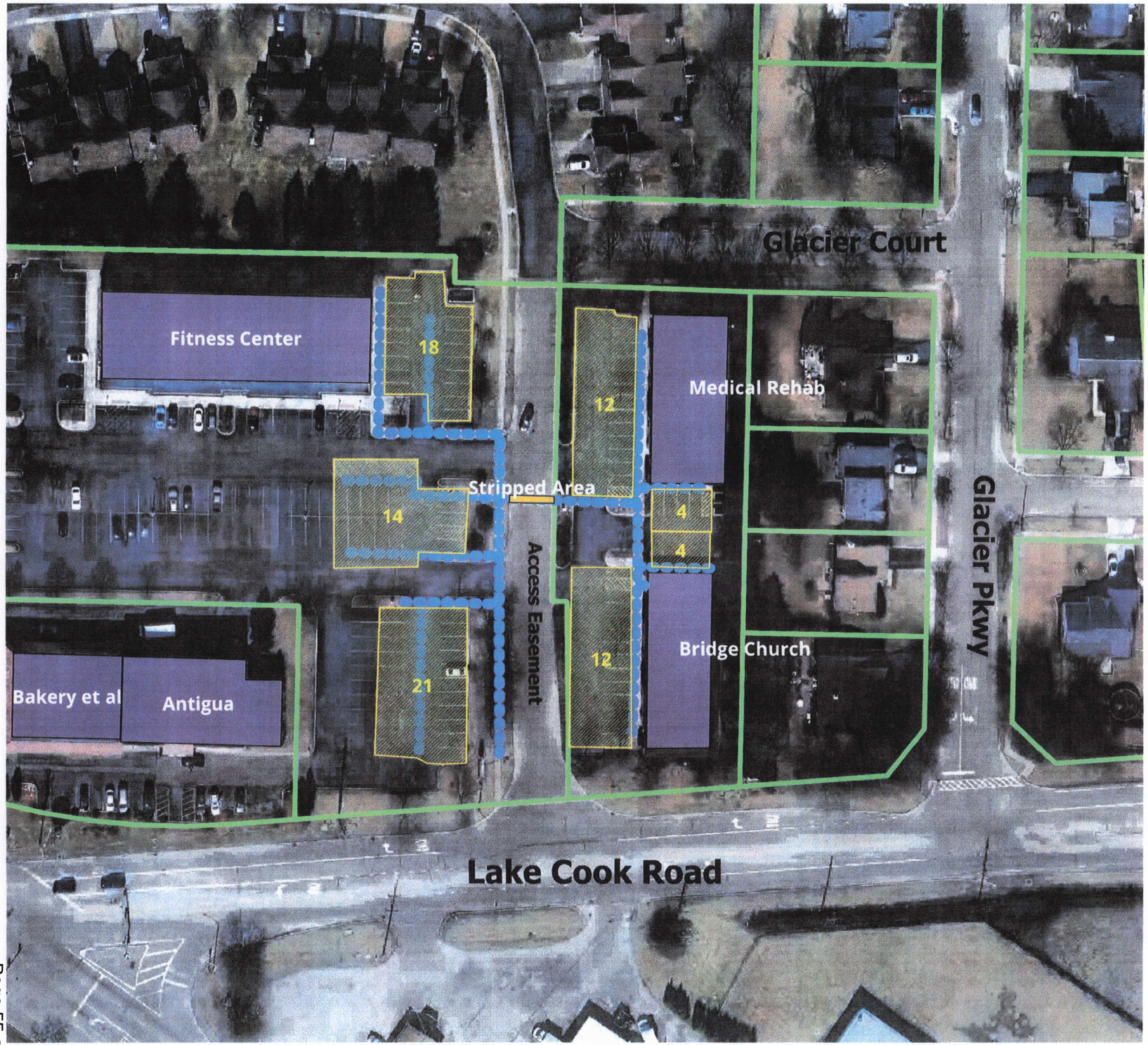
Lakewood Center

Crosspoint Lutheran Church

County Line Square

0 100 200 ft

Prepared for Bridge Church of Algonquin
By Jerry Davenport, MRP, JD, AICP
April 18, 2026



Pedestrian Plan

Bridge Church

- Stripped Pedestrian Crossing
- Proposed Parking Areas Bridge Church
- Walkway
- Taxparcels
- Buildings

Final2025Imagery

0 75 150 f

Prepared by
Jerry P Davenporr,
AICP, MRP, JD
April 28, 2026

Davenport & Associates

City Planning and GIS Services

QGIS Specialists & Land Use Consultants

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Response to Standards for Special Use

Parking Study, Traffic Movement and Proposed Parking Plan and Pedestrian Plan

Analytical Report: Evaluation of Selected Location for Church in Village of Algonquin, Together with Appropriate Actions Needed to Implement the Same.

Submitted By:

Jerry P. Davenport

Jerry P Davenport, AICP, MRP, JD

May 14, 2026 (Pages 1 through 6, Revised June 23, 2026)

The Bridge Church of Algonquin and the Commercial Center

The Bridge Church has entered into a Letter of Intent with the property owner of Lot 3 of the County Line Square Development to occupy the southern building and the easternmost unit of the northern building for a small church. The owner has also consented to the Church using the available parking spaces in all the Lots in the Development as required with and consistent with the restrictive covenants which were approved by the Village in 1995.

This Development (aka Center) is no longer competing as a small commercial retail/office center in a secondary trade market. It must now compete as a convenience, service and community node. Service retail is outperforming goods retail. Internet resistant tenants dominate these smaller centers. Daily need, appointment-based uses drive stability. The goal is to reposition towards medical, fitness and service uses rather than soft goods retail. Typical tenants for these type centers are primary and urgent care, dental, physical therapy, counseling, Other focuses include food and beverage cluster – fast casual, coffee and breakfast; personal services – salon, massage, fitness; last mile community retail – dollar store, ethnic grocery, pet supply, hardware and home repair; education and kids uses – daycare, learning centers, exercise, dance; logistics – shipping, contractor bays, storage. Uses not likely to work are those that compete with e-commerce or stronger retail like Randall Road. Churches fit in if they are fairly small (under 300 attendees), hold only 1-2 main weekly services and use space flexibly.

This Center, a Planned Development, which is over 20 years old, is showing its wear. The retail and office uses of Neighborhood Commercial Center are giving way to low demand for those uses. The results are higher vacancy rates and competition for a smaller range of more peripheral commercial uses. The restaurant, sweet shop, physical therapy, personal grooming and laundry occupy 67% of the space in the Center. The previous use for the PIQ building was a Zumba dance studio/club.

Area	Uses	Occupied Sq ft*	Vacant Sq ft	% Occupied
Antigua et al	Restaurant, Salon, Cleaners, Sweet Shop	9,202	0	100%
Fitness Center	Fitness Center, Vacant	6,066	3,600	63%
Ortho Illinois	Medical Offices, Vacant*	4,291	670	80%
PIQ	Vacant*		5,364	0%
Total		19,559	9,634	67%

*Proposed Bridge Church rental. Assume interior usable spaces are about 90% of external space as measured from aerials.

The proposed use, a small church, occupying 60% of the buildings on the eastern half of the lot north of the private drive which splits the commercial area and leads to the residential multifamily area. is consistent with uses for a Planned Development, which has a neighborhood orientation. PUDs typically include some uses permitted in the zoning district, some that would otherwise require a special use permit and even a few uses that would not have been allowed in a conventional development. It is notable that the multifamily on Lot 5 of this Development appears to have been approved with a modification of the PUD and without a special use permit. The use of the vacant building on Lot 3 (2200 to 2230 Lake Cook Road, and the easternmost unit (2210) from the other building on the lot, all on PIN 19-35-477-056) for a small church in the PUD seems to be a good fit for this Center.

Special Use Standards – If the Village were to determine that the use needs a special use, it would need to meet the standards of Section 21.12 of the Algonquin Zoning Ordinance. That section provides that a Special Use shall conform to the following:

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. The Church will provide community service and quasi-civic services. Hours of operation are typically greatest on Sunday morning between 9:30 a.m. and 11:30 a.m., with a peak between 10:00 and 11:00. The half hour before and after the peak hour are usually dominated by meetings with friends and private prayers. Attendance gradually increases or declines during that half hour as people arrive and depart. The Bridge Church currently has about 90 to 130 onsite Sunday worshipers, of which about 25% are young children. Since 2019 the Bridge Church has been located near the intersection of IL 59 and 62 in Barrington Hills. From 2014 to 2018 services were held at the Middle School of Algonquin. The Bridge Church owns a 45+/- acre tract on Route 25 across from Molino's Mexican Restaurant and conducts some outdoor activities there. The return to this area in Algonquin will fit better with the Church's mission. At present, the Church anticipates only one service. However, in the past the Church offered two services, and could do so again if attendance requires it.

Churches often function as more than places of worship. They act as informal community centers offering social services, education and civic functions. They provide the community with meeting spaces for small neighborhood gatherings, a place for guidance in finding temporary, sometime emergency, food or shelter. They provide individual and family counseling, grief support groups, addiction recovery programs, marriage and parenting classes. They provide meeting places – access points for summer camps and

youth groups (the Church can use its 45 rural acres on Route 25 for the outdoor uses). They can offer a place for limited health services (vaccination clinics, blood drives) as well as a place for civic engagement (voter registration). Churches provide spiritual and life-event services (weddings, memorial services, crisis support during illness, etc.). The Bridge Church of Algonquin has a significant history of providing many of these services in the Algonquin area.

2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. The Bridge Church should be a solid benefit to the health, safety, morals and general welfare of persons residing or working in the community. As medical offices, exercise facilities, dance studios and counseling offices address people's physical needs, churches address their spiritual and emotional needs. The Church will not adversely affect property values or improvements in the vicinity. With exception of Sunday service and occasional neighborhood services (meeting place for community-based activities) this will be a very low intensity quasi-office use. Sunday services typically include singing songs with some instrumentation, led by members of the congregation, together with a sermon, prayers, announcements, etc. Church services will complement the other uses in the Center. Church peak use – Sunday morning – will not interfere with any other use.

3. The Church will comply with the regulations and conditions specified for the use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Section 21.12.C.9 and C.3 and the RLUIPA.

Those opposed to the use of Lot 3 for a Church may point to Section 21.12.C.9 entitled Churches. It limits Churches to Residential districts. On its face, it appears open and shut. Churches are not allowed in the B-2. The problem is that after the RLUIPA was enacted by Congress and signed by the President in 2000, that Section is not enforceable as it is written or applied.

Some quick background on the RLUIPA. The federal government seldom makes laws that affect zoning directly. However, in 2000, after the Supreme Court upheld the denial of an expansion of a church in a business district, the U. S. Government enacted the **Religious Land Use and Institutionalized Persons Act (RLUIPA)**. That law basically requires that the local government treat religious uses the same as nonreligious ones absent a

"compelling government interest." So, if the Village would allow a similar use in the B-2 or with the PUD, it could not prohibit the use (a small church) in the same district absent a compelling governmental interest.

Section 21.12.C.3 enables clubs, fraternal organizations, dance halls, meeting halls, conference centers and other similar places for public events to request a special use permit in the B-2 zoning district. A Church bears considerable similarity to several of these uses. The RLUIPA would not apply if there was a compelling government interest. Tax revenue would not qualify in that Churches, which are an essential reason behind the act, are by nature exempt from taxes.

The Village has considered a church on Lot 2 in this Planned Development previously. In 2020, the Village approved a limited special use for a Church in the building currently occupied by Antigua, one of the anchors of this shopping center. At that time, the Village Planner, Ben Mason, in responding to questions from the Committee of the Whole and consistent with a report he submitted to the Planning and Zoning Commission, informed the board that the use would need a special use permit to occupy the building. (See Minutes of January 21, 2020.)

The Village staff appreciated that Lot 2 was the anchor for this development and the proposal was less than desirable. The Italian restaurant needed to be replaced by another restaurant. So, when the Village Planner, Ben Mason, indicated that churches required a Special Use in the B-2 District, he may have been reconciling the RLUIPA with Section 21.12.C.9 and C.3, and decided to apply C.3. Or maybe he just wanted the Board to make the decision.

Below is a selection from the **Religious Land Use and Institutionalized Persons Act (RLUIPA)**.

42 U.S.C. § 2000cc(a)(1):

"No government shall impose or implement a land use regulation in a manner that imposes a substantial burden on the religious exercise of a person... unless the government demonstrates that imposition of the burden...
(A) is in furtherance of a compelling governmental interest; and
(B) is the least restrictive means of furthering that compelling governmental interest."

Parking and Traffic Movement

Parking. The County Line Square Commercial Center has about 212 parking spaces. Joint use of all the parking spaces is afforded to all the uses in the development. See Restrictive Covenants. Also, see findings of Village Staff re Lifetime Christian Church. Demand for those spaces has declined as the uses have changed. Current use during non-peak times is about 13%; peak uses (currently Friday and Saturday nights) will bring the uses to about 41%. If we were to add Church Sunday use, a new peak would reach about 45% of capacity.

Although the Fitness Center has some fluctuation in parking needs, its use is fairly consistent at about 18 to 20 parking spaces. The Fitness Center has about 6,000 sq ft. The ITE Manual suggests that the use will need between 4 to 5 parking spaces per 1,000 sq ft with peak periods 5:00 to 8:00 a.m. and 5:00 to 8:00 p.m during the week, or 24 to 30 spaces.

The Restaurant, Antigua, has about 6,000 sq ft, of which about 1,000 sq ft are in covered patio, which is highly usable about five months of the year. Fast casual restaurants typically use about 8 to 12 spaces per 1,000 sq ft. Antigua should have about 45 to 60 parking spaces conveniently accessible during peak. Peak restaurant periods are weekend evening and night. From observations on Friday, May 1, most of the parking on the site is related to this use. It is hard to break out parking needs from the salon, laundry and sweet shop which share the building. All together these uses account for about 75 to 85 parking spaces at peak. Based on observations, probably 90% of these spaces are for the restaurant.

Medical physical therapy needs about 2 to 4 parking spaces per 1,000 sq ft. This use is per appointment, and demand is even throughout the day. The 12 spaces adjacent to the building should be adequate. No spaces were in use during Friday, May 1 or Sunday, May 3, surveys.

With the exception of the restaurant, none of the uses are intensive. The Planned Development has about 212 available parking spaces. As the Development has changed in market orientation, the demand for spaces has decreased. Fitness centers demand is too small to conflict with other uses, even with restaurants in the evening hours. Because the restaurant use does not bring the total occupied parking spaces to 50% of the available parking, the Church use will probably enhance restaurant use. Sunday Church use will be finished or finishing as Restaurant use begins. During non-peak hours, none of the uses are likely to come close to having a significant conflict with any other use.

See Parking and Traffic Movements from three studies – Nonpeak weekday; Peak Friday; Sunday morning.

Traffic and Pedestrian Movement

The proposal is to allow a small church (defined as having less than 300 participants during service). The Bridge Church has a typical attendance on peak day, Sunday, of about 100 to 120 persons– about 20-25% of whom are small children. Attendance at other functions, such as divorce care, bible study, and other small group meetings, are unlikely to exceed 20 persons. In terms of automobiles, Sunday peak hour generates about 70 cars which arrive over 30 to 60 minutes before services and leave similarly after service. Peak attendance on Christmas and Easter could of course be higher. The Bridge's pastors believe that after a small immediate decline attendance will gradually increase at this site reaching their former numbers, 110 – 120 cars per Sunday, up to 200 persons –40 of whom are small children.

Traffic to and from the site during non-peak hours (as observed on May 19) is extremely light – about 30 trips in and 27 trips out. Almost all of the trips are from and to Lake Cook Road (aka County Line Road). At no time was there any significant wait for vehicles coming into or leaving the development. Peak use (as observed on May 1 around 6:00 p.m.) documented about 75 trips in, most of them to the restaurant, and 25-30 out, most of them to the Access Easement and then to Lake Cook Road. About 10 trips went from Lake Cook Road to the multifamily, and a similar number went from the multifamily to Lake Cook Road over the Access Easement. Some trips, about 5, went between the restaurant and the fitness facility. Trips coming into the Center from Lake Cook Road did not stack or have any significant wait times. Trips leaving the Center did not have any significant stack (maximum was 2 cars), nor wait times. Traffic on Lake Cook Road in this area was fairly light during all of Davenport's traffic studies.

Traffic movement from a proposed small church on the southern building of Lot 3 in this development would probably be about 70 to 80 trips dispersed over one hour with 40% coming within 15 minutes before and after 10:00 and 11:00 a.m. Because the restaurant did not experience any "wait times" during peak hour, the traffic to or from the proposed church should not be significantly different. The Bridge Church has not incurred any significant "wait times" coming into or leaving the Church from or to its existing facility on Route 59, which is a much heavier traveled route.

In terms of Pedestrian Movement, assuming that Bridge Church would be using Lot 3, persons entering the building would be walking from the parking lots on Lot 3, with the remainder from parts of the three closest lots from Lot 4. That area shows 85 parking spaces. An additional 8 spaces can be easily added by expanding the middle lot for eight more spaces. An additional 16 spaces can be added by taking the southernmost parking spaces on the rest of Lot 4. Persons parking in the lots and walking to the Church would be walking on sidewalks or in the driveways which is no different than during peak restaurant use. The crossing of the Access Easement could be improved by adding a crossing guard 15 minutes before service and 15 minutes after service. The area between the crosswalks across the Access Easement could be stripped for a crosswalk. See Pedestrian Plan.

This report was prepared for the Bridge Church of Algonquin by Jerry P Davenport, AICP, MRP, JD on May 3, 2026. All studies were prepared personally by him or under his supervision.

Parking and Traffic Movements

Traffic Movement

1:00 p.m. to 2:00 p.m. Monday, April 20, 2026

Movement from Lake Cook Rd	Trips In	Trips Out
to/from Antigua area	10	10
to/from Fitness Center	10	12
to/from Ortho Illinois	5	2
to/from Glacier Ct	1	0
to/from Multifamily	4	3
Total	30	27

No. Parking Spaces Occupied and Capacity, Monday, April 20, 2026

	12:45 pm.	2:15 p.m.	Capacity
East side of Antigua	1	1	31
South and West side of Antigua	4	1	32
West side of Fitness Center	1	1	21
Front of Fitness Center	4	3	17
South side of Fitness Center	13	9	60
East side of Fitness Center	0	0	18
Sides of Ortho Illinois	6	7	16
Sides of Vacant Building (PIQ)	0	0	17
Total	29	22	212

Total Vehicle Traffic on Glacier Court -- Under 5 trips

Population and No. Parking Spaces, Sunday, Church at IL59, April 19, 2026, 10:05

Adult and Young Adult	95 (includes 25 young children
Motor Vehicles Parked	61

Parking and Traffic Study, April 19 and 20, 2026 by Jerry Davenport, AICP

Traffic Movement

11:00 a.m. to 12:00 p.m. at Center, Sunday, May 3, 2026

Movement from Lake Cook Rd	Trips In	Trips Out
to/from Antigua area	9	3
to/from Fitness Center	8	6
to/from Ortho Illinois	0	0
to/from Glacier Ct	2	2
to/from Multifamily	7	3
Total	26	14

No. Parking Spaces Occupied and Capacity, at Center, Sunday, May 3, 2026

	8:45 pm.	12:05 p.m.	Capacity
East side of Antigua	0	0	31
South and West side of Antigua	7	10	32
West side of Fitness Center	3	3	21
Front of Fitness Center	6	5	17
South side of Fitness Center	10	9	8
East side of Fitness Center	0	0	18
Sides of Ortho Illinois	0	0	16
Sides of Vacant Building (PIQ)	0	0	17
Total	26	27	212

Total Vehicle Traffic at Lake Cook Road, May 3, 11:00 am to 12:00 pm

17 Left In; 9 Right Out to Center;

8 Right In; 12 Left Out from Center

Parking and Traffic Study, May 3, 2026, by Jerry Davenport, AICP

About 57% of vehicles into or out of the Center were from or to the South on Lake Cook Road.

There was no significant stack into or out of the Square. Longest stack on Easement was 2 cars for less than 15 seconds.

Traffic Movement

5:30 p.m. to 6:30 p.m. at Center, Friday, May 1, 2026

Movement from Lake Cook Rd	Trips In	Trips Out
to/from Antigua area	47	27
to/from Fitness Center	18	14
to/from Ortho Illinois	0	2
to/from Glacier Ct	1	0
to/from Multifamily	12	17
Total	76	27

No. Parking Spaces Occupied and Capacity, Friday, May 1, 2026

	5:25 pm.	6:35 p.m.	Capacity
East side of Antigua	13	31	31
South and West side of Antigua	5	23	32
West side of Fitness Center	3	2	21
Front of Fitness Center	5	6	17
South side of Fitness Center	21	25	60
East side of Fitness Center	0	0	18
Sides of Ortho Illinois	1	0	16
Sides of Vacant Building (PIQ)	0	0	17
Total	38	87	212

Total Vehicle Traffic on Glacier Court -- Under 10 trips

Parking and Traffic Study, May 1, 2026, by Jerry Davenport, AICP

Traffic Movement and No. Parking Spaces, Sunday, Existing Church on IL 59, May 3

9:00 a.m. to 12:00 p.m.

Time	Vehicles Parked/ Trips In
Prior to 9:00 a.m.	15
9:00 to 9:15 a.m.	4
9:15 to 9:30 a.m.	5
9:30 to 9:45 a.m.	11
9:45 to 10:00 a.m.	30
10:00 to 11:00 a.m.	17
	Vehicle Parked/ Trips Out
11:00 to 11:15 a.m.	12
11:15 to 11:30 a.m.	23
11:30 to 11:45 a.m.	25
11:45 a.m. to Noon	17
12:00 p.m. beyond	5

Sunday, May 3, 2026, Parking and Movement from Existing Church was by Jeremy Yarrington, Security, Bridge Church

Other Graphics

1. **County Line Square** by Jerry Davenport, April 18, 2026, showing Addresses (numbers in pale red) on Lot 3.

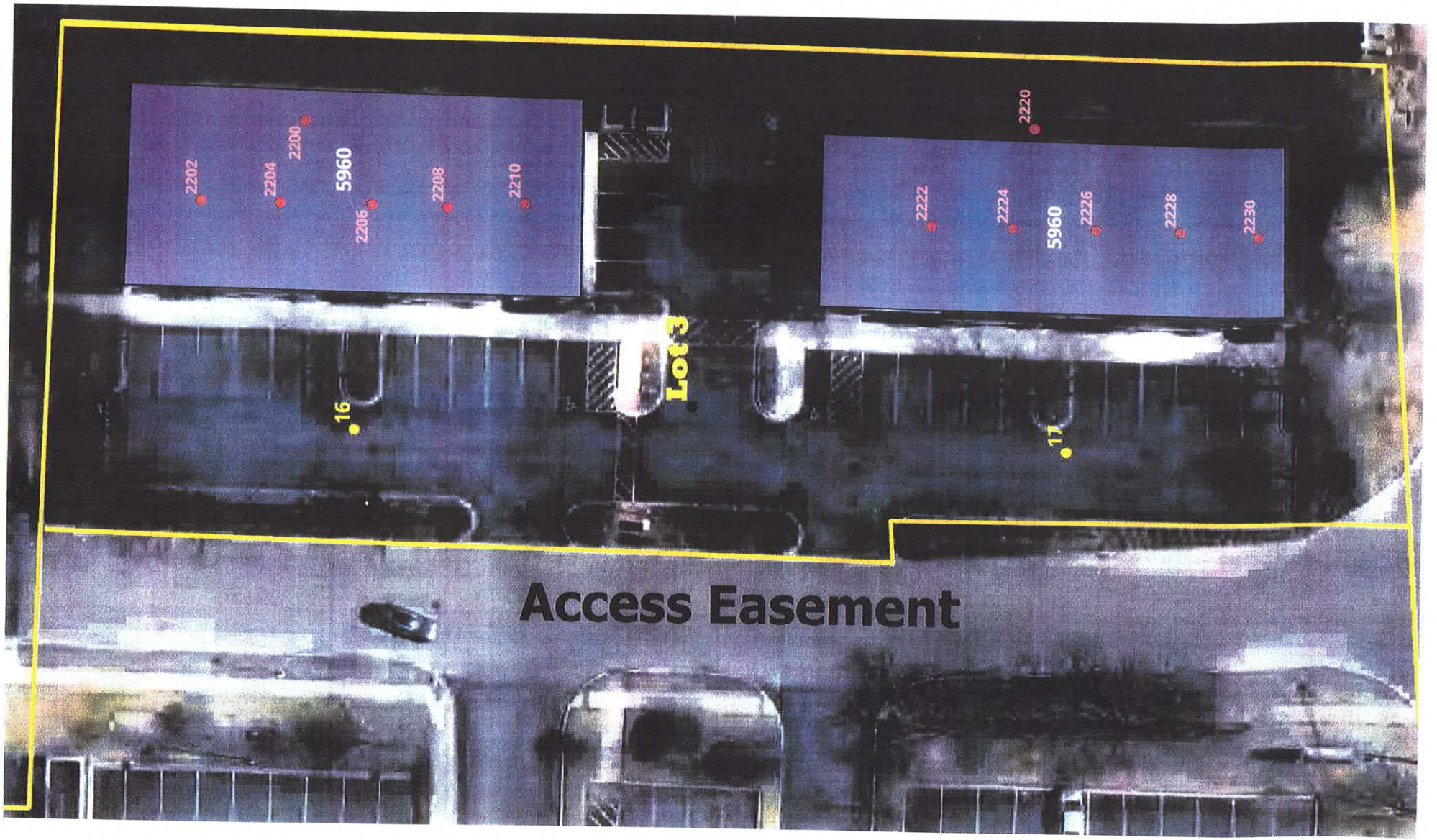
2. **County Line Square** by Jerry Davenport, April 18, 2026, showing Lot boundaries, number of available parking spaces, approximate square footage of buildings.

3. **Pedestrian Plan** by Jerry Davenport, April 28, 2026, showing proposed use of parking spaces by Bridge Church (85 spaces shown) together with likely walking routes and location of pedestrian crossing of the Access Easement. Note: the location of the crosswalk connects the existing sidewalks shown on the Gerardi Plan.

Lot 3 County Line Square
Bridge Church of Algonquin

0 20 40 ft

Prepared by
Jerry Davenporr, MRP, JD, AICP
April 18, 2026

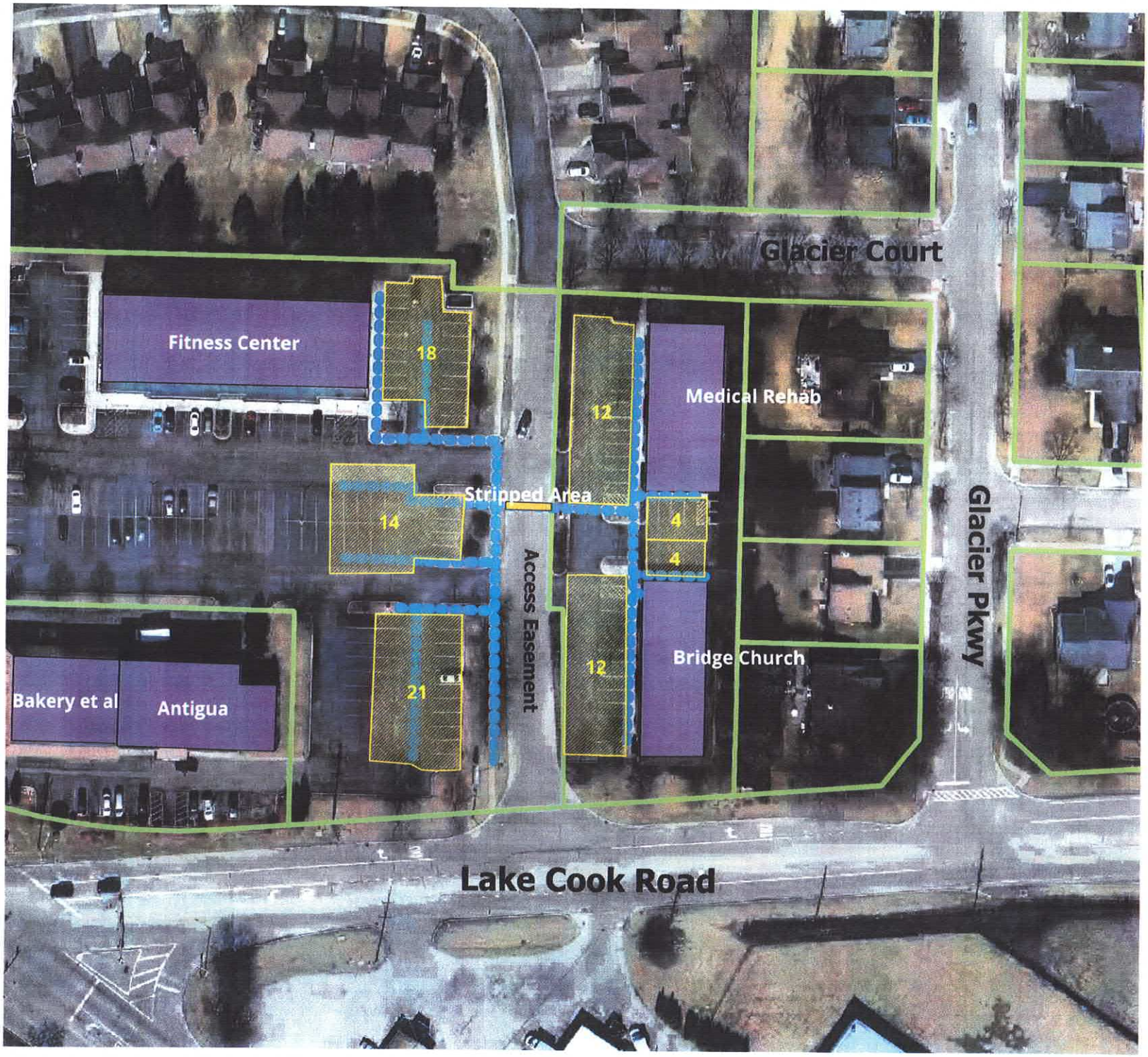


County Line Square

Small Yellow Numbers are # Parking Spaces
Buildings shown in Purple
Numbers in Purple are Building Square feet

0 100 200 ft

Prepared for Bridge Church of Algonquin
By Jerry Davenport, MRP, JD, AICP
April 18, 2026



Pedestrian Plan

Bridge Church

- Stripped Pedestrian Crossing
- Proposed Parking Areas Bridge Church
- Walkway
- Taxparcels
- Buildings

Final2025Imagery

0 75 150 f

Prepared by
Jerry P Davenporr,
AICP, MRP, JD
April 28, 2026

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180 Hawthorne, Barrington, Illinois 60010
847-421-9781 thebridge-alg.org

May 14, 2026

Full Project Narrative

Our Story

The Bridge Church was established in 2010 through a partnership between local leaders and an existing congregation with a shared desire to serve the Algonquin community. What began as a small group committed to prayer and community engagement quickly grew through relationships formed with local schools and families—particularly through early involvement with Eastview Elementary School, where we served before formally launching public services.

In 2014, The Bridge Church officially launched weekly gatherings at Algonquin Middle School, welcoming approximately 120 attendees. From the beginning, the church has emphasized community connection through events, volunteer service, and opportunities for families to gather and grow together.

Over time, the church has expanded its local and global outreach efforts while maintaining a focus on serving practical needs within the community. In 2017, the church acquired a 46-acre property in Barrington Hills, which has since been fully paid off. This property represents a long-term investment in establishing a permanent home for future ministry and community use.

In 2018, the church transitioned to meeting in an existing church facility in Barrington Hills after losing access to the middle school. That space is now in the process of being sold, creating a need for a temporary meeting location.

Today, The Bridge Church is seeking to return to the Algonquin area—where many of its members live and where it has an established history of service. We are requesting approval to meet in this office complex for a period of approximately three to five years while we continue planning and fundraising for a permanent facility on our Route 25 property.

Throughout our history, we have remained committed to being a positive, service-oriented presence in the community, and we look forward to continuing that role in Algonquin.

Mission

To positively impact our community by introducing people to the teachings of Jesus Christ and helping individuals grow in their faith and service to others.

Vision

To be a welcoming and service-oriented community that supports individuals and families, encourages spiritual growth, and actively contributes to the well-being of the surrounding community.

Strategy

The Bridge Church seeks to fulfill its mission through weekly gatherings, community engagement, and service initiatives.

Our approach includes:

- **Weekly Services** focused on teaching, encouragement, and community connection
- **Family and Youth Programs** that provide age-appropriate support and development
- **Community Service Efforts**, including partnerships with local schools, nonprofits, and outreach initiatives
- **Small Groups and Care Ministries** that support relational connection and personal growth
- **Volunteer Engagement** that encourages members to serve both within the church and in the broader community

Our goal is to be a responsible, consistent, and contributing presence that adds value to the surrounding area.

Our Plan for the Space

The requested space will be used primarily for:

- **Weekly Sunday morning worship services**
- **Youth and children's programming**
- **Administrative and pastoral meetings**
- **Periodic community events and outreach activities**

We anticipate:

- Primary usage during weekends and limited weekday evenings
- Minimal weekday daytime traffic (primarily staff and small meetings)
- Adequate parking within existing site capacity
- Compliance with all local ordinances, occupancy limits, and safety regulations

The space will be maintained with care and respect, and activities will be conducted in a way that minimizes disruption to neighboring tenants and businesses.

Details on Business Operations, Hours, Participants, etc.

Sunday Worship:

At 2220-2230. From about 9:00 a.m. to 12:00 p.m. Peak hour: from 10:00 a.m. to 11:00 a.m. Number of Employees are usually 3. Pastors are not paid, so technically probably not employees. Volunteer Pastors, 2. Participants in service are typically about 90 to 130 during peak hour of which about 20% are small children. The children's service will be in the easternmost units and supervised by 1 employee and one or more parent volunteers. We will not have a kitchen, so we will probably not have food or beverages except what people might bring into the facility.

If we added a Saturday service, which we sincerely doubt we will need during the lease, we would probably meet from about 4:30 p.m. to 6:30 p.m. with a peak hour at 5:00 p.m to 6:00 p.m. When we also had Saturday service many years ago, the number of employees was usually 1 and pastors 1, and participants seldom exceeded 50.

Weekday

During the week, some of our 12-15 small groups (Bible study groups, MOPS mentoring, Divorce care, High School Groups) might meet at the space at 2210 or 2220 to 2230. However, many of these groups meet at people's homes. Group size is usually less than 10 persons. Some of the groups will meet during the day, some in the evening.

Our Administrative staff will hold office hours at 2210 – the easternmost unit in the northern building. Our administrative staff which consists of 3 members, will have meeting rooms there. We intend to have a large conference table there. The Men"s Gathering will meet there on the 1st Saturday of every month. Also, the Elder Board will hold its meetings there. The hours of use in this space are not yet determined – but probably some during the day and some in the evening.

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How Does the Space Differ from Previous PUD Use.

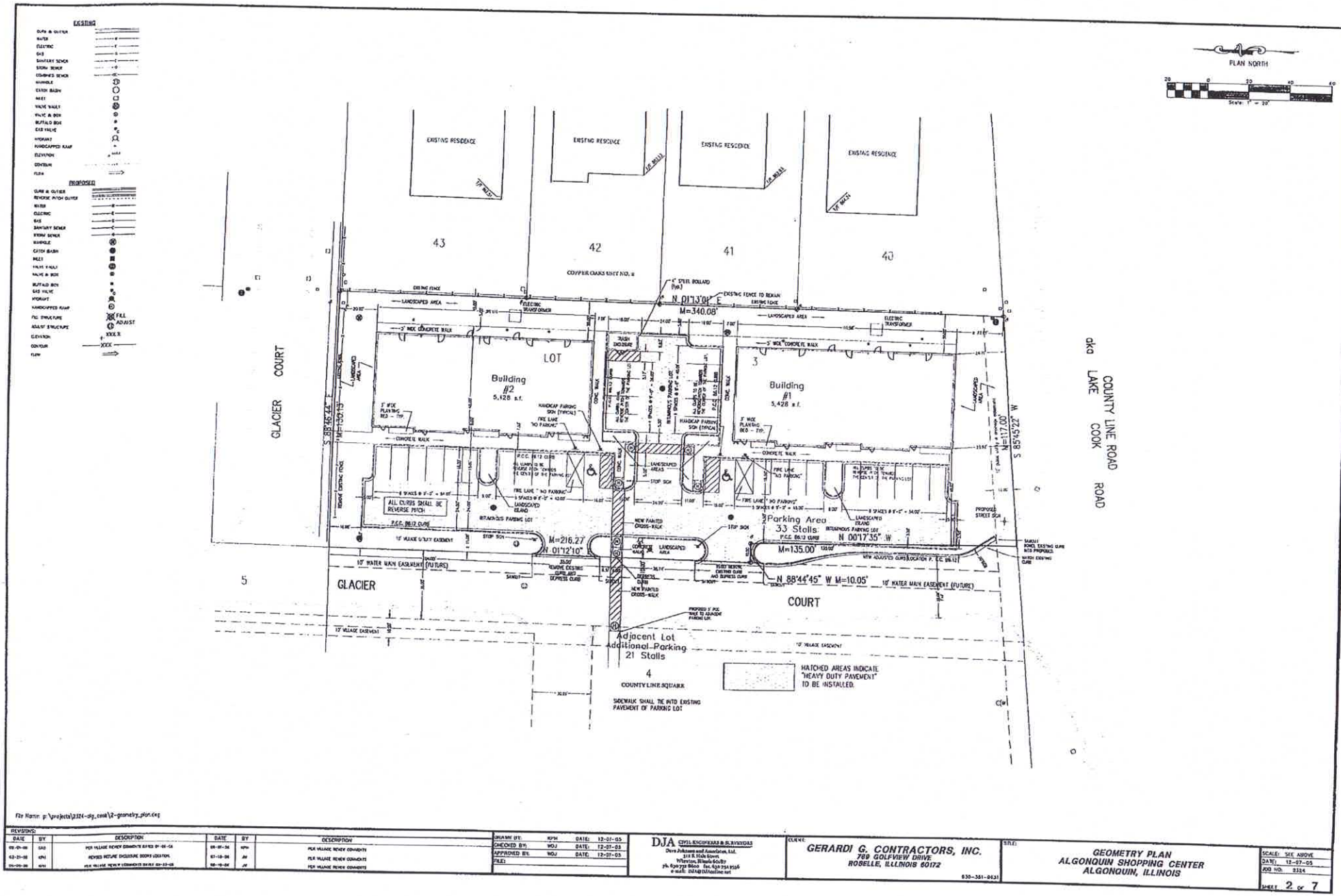
The 2220-2230 space is currently Vacant but was previously used as a Zumba Dance Facility or Club. We are unsure of the peak use but it appears to have been fairly popular at one time which according to other similar facilities reporting over the internet means ideally 20 to 30 participants peak, although more popular ones report 30 to 40 participants peak, and small classes under 10 during nonpeak hours Usually more than 7 classes per week. Total number of participants at peak hour would be lighter than Church peak, but there would be more peak events, a lot of noise (continuous loud music during classes), and a lot of movement. Participants probably often arrive 10 minutes before and some may stay 10 minutes after. Church use would probably involve more participants, but it would be quieter and not much movement. Total number of participants over the course of a week would probably be comparable.

Respectfully submitted:

Todd Berge, Pastor

The Bridge Church of Algonquin

Date: 6-16-26



File Name: p:\projects\2324-alg_coal\2-geometry_plan.dwg

REVISIONS:						
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
09-01-05	GAS	PER VILLAGE REVIEW COMMENTS DATED 09-06-05	09-07-05	KPH	PER VILLAGE REVIEW COMMENTS
09-21-05	KPH	REVISED RETURE ENCLOSURE DOORS LOCATION	09-19-05	JM	PER VILLAGE REVIEW COMMENTS
09-09-05	KPH	PER VILLAGE REVIEW COMMENTS DATED 09-23-05	09-19-05	JM	PER VILLAGE REVIEW COMMENTS

DRAWN BY:	KPH	DATE: 12-07-05
CHECKED BY:	WOJ	DATE: 12-07-05
APPROVED BY:	WOJ	DATE: 12-07-05
FILE:		

DJA CIVIL ENGINEERS & SURVEYORS
Dora Johnson and Associates, Ltd.
310 S. Hale Street
Wheaton, Illinois 60187
ph. 630 752 8600 fax. 630 752 9256
e-mail: DJA@DJAonline.net

CLIENT: GERARDI G. CONTRACTORS, INC.
789 GOLFVIEW DRIVE
ROSELLE, ILLINOIS 60172
630-381-0431

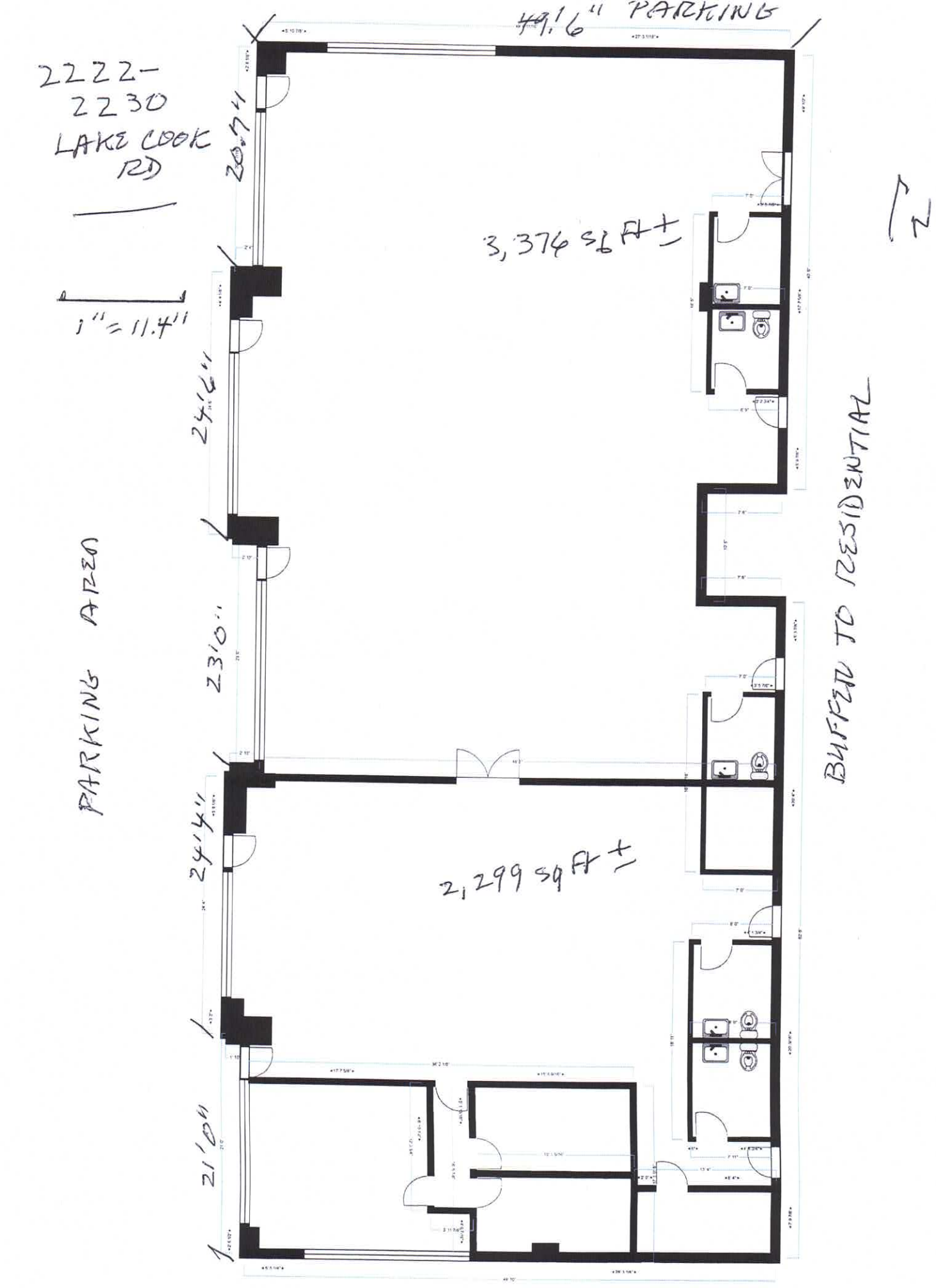
SITE: GEOMETRY PLAN
ALGONQUIN SHOPPING CENTER
ALGONQUIN, ILLINOIS

SCALE: SEE ABOVE
DATE: 12-07-05
JOB NO. 2324
SHEET 2 OF 7

ORTHO ILLINOIS 2210 Office Space.jpg

1" = 7.3'

2210 LAKE COOK RD


2222-
2230
LAKE COOK
RD
1" = 11.4'
49.16" PARKING
30.7'
24'6"
23'0"
24'4"
21'0"
3,376 sq ft ±
2,299 sq ft ±
PARKING AREA
BUFFER TO RESIDENTIAL
N

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: August 11, 2026

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

DEPARTMENT: Community Development Department

SUBJECT: Consider an Ordinance Approving an Amendment to the Final Planned Development for the Algonquin Commons Retail Center

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ACTION REQUESTED:
Craig Benecke, of M&J Wilkow, the "Petitioner", applied for approval of a Major Amendment to the Final Planned Development approved as Ordinances 2003-O-44 and 2004-O-44 for the Algonquin Commons Retail Center, the "Request", located at 1600-1748 S Randall Road, referred to herein as the "Subject Property".

PLANNING & ZONING COMMISSION REVIEW:
The Planning and Zoning Commission reviewed the Request at its August 10, 2026, meeting. Director Knapp will provide a verbal update of the Public Hearing and the Commission's findings and recommendations.

DISCUSSION:
The Petitioner proposes to improve and expand an existing outdoor common area by constructing an event lawn and platform stage to accommodate concerts, markets, children's activities, community events, and general public use. Additional details regarding the proposed improvements are provided in the attached Planning and Zoning Staff Report, attached as "Exhibit A".

STAFF RECOMMENDATION:
Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of an amendment to Ordinances 2003-O-44 and 2004-O-33, and as amended as Ordinances 2010-O-39, 2022-O-42, 2023-O-17, and 2023-O-26, for the Algonquin Commons Retail Center, subject to the following conditions and final staff approval of all plans:

A. The Final Engineering Plans, as prepared by Jacob & Hefner Associates, and last revised July 21, 2026;

B. The Architectural Site Plan, as prepared by Ethos Workshop Architects, and last revised July 21, 2026. The plan shall comply with Section 26.06.B.6, Vehicle Impact Protection Devices, of the Village Code;

C. The Landscape Plan, as prepared by Ives/Ryan Group, Inc, and last revised July 20, 2026;

D. The Photometric Plan, last revised May 27, 2026. The use of string lights as shown on the plan shall be permitted;

E. The Public Safety Plan, as prepared by M&J Wilkow. The plan is subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary. Prior to each event, the applicant shall obtain a Public Event License from the Village as required by the Village Code, including Village Board approval when applicable;

F. A Certificate of Occupancy for the outdoor area shall be issued prior to public or private use.

ATTACHMENTS:

Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2026-08
Exhibit B. Petitioner Response to Standards
Exhibit C. Project Narrative
Exhibit D. ALTA Survey
Exhibit E. Engineering Plan
Exhibit F. Architectural Site Plan
Exhibit G. Architectural Rendering
Exhibit H. Landscape Plan
Exhibit I. Photometric Plan
Exhibit J. Public Safety Plan

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

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

Case Number:	PZ-2026-08
Memo Date:	August 5, 2026
Public Hearing Date:	August 10, 2026
Property Address/Location:	1600-1748 S Randall Road
Petitioner/Property Owner:	Craig Benecke, M&J Wilkow/TREA Algonquin Commons Owner LLC
Subject:	Consideration of a Request to Approve an Amendment to the Final Planned Development for the Algonquin Commons Retail Center

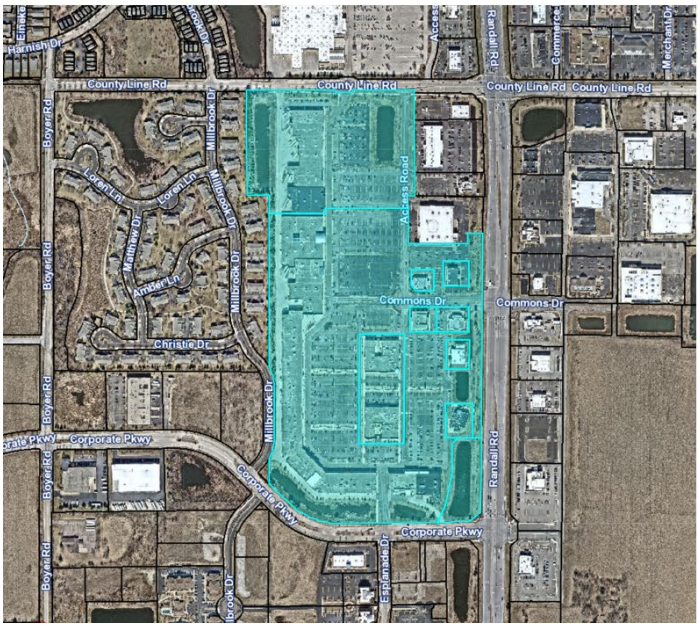
REQUEST SUMMARY

Craig Benecke, of M&J Wilkow, the "Petitioner", applied for approval of a Major Amendment to the Final Planned Development approved as Ordinances 2003-O-44 and 2004-O-44 for the Algonquin Commons Retail Center located at 1600-1748 S Randall Road, referred to herein as the "Subject Property".

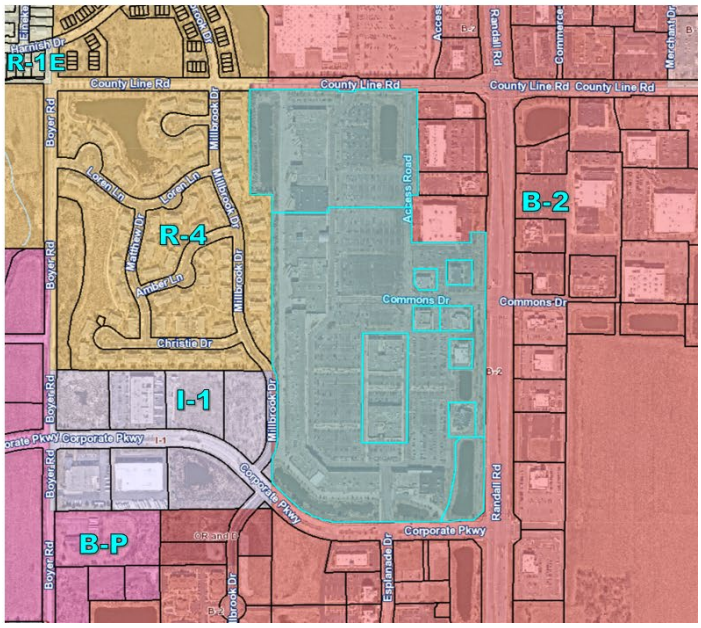
BACKGROUND

Site Information

Location



Zoning



Existing Zoning:	B-2 Business, General Retail, PUD	**Existing Land Use:**	Shopping Center
		Proposed Land Use:	Shopping Center w/ Event Lawn
Property Size:	66.914 acres	**PIN(s):**	03-06-226-003, 03-06-226-005, 03-06-226-006, 03-06-276-003, 03-06-276-004, 03-06-276-005, 03-06-276-006, 03-06-276-007, 03-06-276-008, 03-06-279-001
Surrounding Zoning & Land Use	**North:**	B-2 Business, General Retail – Shopping Center	
	East:	B-2 Business, General Retail – Shopping Center	
	South:	B-2 Business, General Retail – Office/Retail	
	West:	R-4 Residential – Townhomes & I-1 Industrial, Limited – Vacant	
Future Land Use Plan Designation:	Corridor Commercial – areas providing a range of uses accessible by automobile, such as retail, service, restaurants, multi-tenant shopping centers, etc.		

Property History

Following annexation in 2002, the Subject Property received approval for a Final Planned Development and Final Plat of Subdivision for the Algonquin Commons Lifestyle Center through Ordinances 2003-O-44, *An Ordinance Issuing A Special Use Permit And Approving A Final Plat Of Subdivision And Final Planned Development For A 600,000 Square Foot Retail Center (Algonquin Commons Lifestyle Center),* and 2004-O-44, *An Ordinance Issuing A Special Use Permit And Approving A Final Plat Of Subdivision For Phase II Of The Algonquin Commons Retail Center.*

Since that time, the Subject Property has been subject to several resubdivisions and amendments to the Final Planned Development. The most recent major amendment was approved in 2023 through Ordinance 2023-O-17, *An Ordinance Approving A Major Planned Development Amendment For The Algonquin Commons*. That approval included modifications to the site layout and sign plan, as well as the creation of several "destinations" intended for outdoor events and other lifestyle activities. While portions of the approved improvements, such as new monument signage, have been completed, the proposed destinations were never constructed.

STAFF RECOMMENDATION SUMMARY

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

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

The Petitioner requests approval of a Major Planned Development Amendment to Ordinances 2003-O-44 and 2004-O-44 to allow construction of an event lawn and platform stage within Algonquin Commons. Associated improvements include modifications to the existing parking lot, pedestrian circulation, landscaping, and site lighting.

The event lawn will accommodate programming organized by the Algonquin Commons management office, including concerts, markets, children's activities, and other community events, as well as general public use.

Site Plan

The proposed event lawn will be located within the existing landscaped common area near the center of the shopping center, between the two multi-tenant buildings occupied by businesses including Mr. Kimchi and Orangetheory Fitness. This area currently consists of a landscaped pedestrian corridor located between two east-west drive aisles with double-loaded parking. According to the Petitioner, this portion of the site is currently underutilized.

To accommodate the event lawn, the Petitioner proposes removing the two parking rows adjacent to the existing common area, resulting in the loss of approximately forty (40) parking spaces. Minor modifications to the remaining parking layout may reduce the overall loss to thirty-six (36) spaces. Even with this loss, the shopping center will continue to exceed the Village's minimum parking requirements.

The primary lawn area west of the stage will measure approximately fifty-three feet (53') in width and one hundred ten feet (110') in length. A sidewalk is proposed around the perimeter of the event space, and the existing seven (7) pedestrian crossings will be upgraded to improve accessibility.

The event lawn will also be required to comply with the Village's recently adopted Vehicle Impact Protection Devices Code. Protective measures, which may include bollards, planters, or other design features, will be reviewed as part of the site development review.

Landscape & Photometric Plan

The landscape plan includes a mix of trees, shrubs, and other plant material along the perimeter of the event lawn and around the platform stage. The lawn areas will be planted with turfgrass. Benches and trash receptacles will be placed throughout the event lawn.

The existing light poles in the common area will be removed to accommodate the new event lawn. The Petitioner proposes to install LED bollard lighting around the perimeter of the event lawn. In addition, decorative string lighting is proposed over portions of the main lawn and behind the stage. No permanent stage lighting is proposed at this time.

Elevations
The proposed platform stage and grand steps will measure approximately forty-six feet seven inches (46'-7") in width by thirty-five feet (35') in depth. The stage will remain open to the air and include a decorative wood trellis along the rear. Access will be provided by two side stairways and an accessible ramp. Final architectural details and materials will be subject to Staff review and approval.

Public Safety Plan
The Petitioner submitted a Public Safety Plan outlining procedures for operation of the event lawn. For larger events, the plan includes provisions for increased third-party security, coordination with the Algonquin Police Department, and temporary perimeter fencing.

All events will require approval of a Public Event License. Depending on the nature and scale of the event, licenses may be approved administratively or require Village Board approval. Events involving live music, the sale of alcoholic beverages, or temporary closure of the north and south drive aisles will require Village Board approval. Barricade locations and traffic control measures for drive aisle closures will be reviewed by Village Staff during the Public Event License process.

Next Steps
The 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 of approval.

FINDINGS OF FACT

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

STAFF RECOMMENDATION

Staff recommends approval of the amendment to Ordinance 2003-O-44 (*An Ordinance Issuing A Special Use Permit And Approving A Final Plat Of Subdivision And Final Planned Development For A 600,000 Square Foot Retail Center*) and Ordinance 2004-O-44 (*An Ordinance Issuing A Special Use Permit and Approving A Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center*) and as amended as Ordinance 2010-O-39 (*An Ordinance Approving a Preliminary and Final PUD Amendment for Lot 2 of Algonquin Commons*), Ordinance 2022-O-42 (*An Ordinance Approving a Major Amendment to the Final Planned Development and Approving the Final Plat of Resubdivision of Phase II of the Algonquin Commons Retail Center*), Ordinance 2023-O-17 (*An Ordinance Approving A Major Planned Development Amendment For The Algonquin Commons*) and Ordinance 2023-O-26 (*An Ordinance Approving A Major Amendment To The Final Planned Development And Approving The Final Plat Of Resubdivision No. 2 Of The Algonquin Commons Retail Center*) consistent with the findings of fact outlined in this report, 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 and recommend **approval** of the following motion:

1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of an amendment to Ordinances 2003-O-44 and 2004-O-33, and as amended as Ordinances 2010-O-39, 2022-O-42, 2023-O-17, and 2023-O-26 for the Algonquin Commons Retail Center, as outlined in the staff report for case PZ-2026-08 dated August 5, 2026, subject to the following conditions and final staff approval of all plans:

    a. The Final Engineering Plans, as prepared by Jacob & Hefner Associates, and last revised July 21, 2026;

b. The Architectural Site Plan, as prepared by Ethos Workshop Architects, and last revised July 21, 2026. The plan shall comply with Section 26.06.B.6, Vehicle Impact Protection Devices, of the Village Code;

c. The Landscape Plan, as prepared by Ives/Ryan Group, Inc, and last revised July 20, 2026;

d. The Photometric Plan, last revised May 27, 2026. The use of string lights as shown on the plan shall be permitted;

e. The Public Safety Plan, as prepared by M&J Wilkow. The plan is subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary. Prior to each event, the applicant shall obtain a Public Event License from the Village as required by the Village Code, including Village Board approval when applicable;

f. A Certificate of Occupancy for the outdoor area shall be issued prior to public or private use."

I concur:

Patrick M Knapp, AICP
Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact
- Exhibit B. Petitioner Response to Standards
- Exhibit C. Project Narrative
- Exhibit D. ALTA Survey
- Exhibit E. Engineering Plan
- Exhibit F. Architectural Site Plan
- Exhibit G. Architectural Rendering
- Exhibit H. Landscape Plan
- Exhibit I. Photometric Plan
- Exhibit J. Public Safety Plan

EXHIBIT A – STANDARDS & FINDINGS OF FACT

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

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

Petitioner Response: See attached.

Staff Response: The proposed use is allowed in the B-2 Zoning District, the amount of off-street parking provided for the overall development is adequate, the development adheres to the Village's Comprehensive Plan and Future Land Use Plan, and the development will not negatively impact the health, safety, and general welfare of persons working or residing in the area.

Inspired by Possibility
Ethos Workshop Architects

May 15, 2026

Stephanie Barajas
Village of Algonquin
2200 Harnish Dr.
Algonquin, IL 60102

Re: Algonquin Commons Event Lawn Response to Standards

Dear Ms. Barajas,

This letter is to serve as the "Reponse to Standards" petition requirement, as follows:

PLANNED UNIT DEVELOPMENT STANDARDS	
Standard	**Reponse**
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.	Not applicable – no dwelling units
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.	No buildings shall be erected as part of the proposed development
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;	Not applicable – no more intensive uses are proposed (although outdoors the event lawn may be considered an A5 use group)
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;	The proposed uses shall not exercise a detrimental influence on the development nor the surrounding neighborhood; on the contrary the proposed improvements will foster community and family gathering and the involvement of local resources and organizations
c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards	Not applicable

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;	Not applicable
5. 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.	The volume of off-street parking serving the greater Algonquin Commons shopping center is adequate and there remains ample parking adjacent to the proposed improvements
6. 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.	Not applicable
7. 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.	Not applicable
8. 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.	Not directly applicable as the subject area of proposed improvement does not front a major collector; however, an appropriate landscape plan has been provided for the improved area

SPECIAL USE STANDARDS (as applicable)	
1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;	The proposed use will contribute deeply to the general welfare of the neighborhood and community
2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;	The proposed use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity nor injurious to property values
3. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.	The proposed use will comply with regulations and conditions as specified

(end of responses)

Respectfully yours,

Scott Allman, AIA
President, The Ethos Workshop, Ltd.

Cc: Lori Stein
Craig Benecke
Gary Wenzel
Raymond Dwyer
Bill Bohne

Inspired by Possibility
Ethos Workshop Architects

May 15, 2026

Stephanie Barajas
Village of Algonquin
2200 Harnish Dr.
Algonquin, IL 60102

Re: Algonquin Commons Event Lawn Petition Project Narrative

Dear Ms. Barajas,

This letter is to serve as the Project Narrative for the proposed Event Lawn at Algonquin Commons, as follows:

The project proposes to remodel a portion of the existing outdoor common area at the Algonquin Commons shopping center into an event lawn used for festival/holiday gatherings and a wide array of seasonal and localized programming activities. The event lawn area will absorb and incorporate outdoor area that is under-utilized in its present state and provide new opportunities for consumer and community engagement.

The Event Lawn will be approximately 0.43 acres in area and include a large outdoor lawn, a permanent, accessible open-air stage, pedestrian sidewalks and connectivity to the greater shopping center, landscaping, and outdoor bollard and string lighting. The most significant statistical change from the existing PUD will be a reduction in gross site parking by 34 stalls.

The Event Lawn will be programmed and managed by the Algonquin Commons management office. Hours and use shall largely mirror that of the shopping center itself. Certain programmed uses will involve the closing of the North and South-adjacent vehicular drives to create a pedestrian-only event venue.

(end of narrative)

Respectfully yours,

Scott Allman, AIA
President, The Ethos Workshop, Ltd.

Cc: Lori Stein
Craig Benecke
Gary Wenzel
Raymond Dwyer
Bill Bohne

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN COMMONWEALTH LAND TITLE INSURANCE COMPANY, OWNER'S POLICY NO. PROFORMA 2500214BNOWF, WITH AN EFFECTIVE DATE PROFORMA.

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS SUBDIVISION RECORDED JANUARY 19, 2006 ASE DOCUMENT NUMBER 2006K007237, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORING TO THE PLAT RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN ALGONQUIN COMMONS RESUBDIVISION NO. 2 BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING, TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, ACCORDING TO THE PLAT RECORDED APRIL 23, 2024 AS DOCUMENT NO. 2024-13387, IN KANE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR ROADWAYS, WATERMAINS, SANITARY SEWER, STORM SEWER AND DETENTION FACILITIES FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH AND DEFINED IN DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER DATED OCTOBER 8, 2003 AND RECORDED NOVEMBER 4, 2003 AS DOCUMENT NO, 2003K194483, AND AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER AND THE EXCHANGE AT ALGONQUIN COMMONS MADE EFFECTIVE AS OF NOVEMBER 4, 2003 AND RECORDED OCTOBER 12, 2004 AS DOCUMENT NO. 2004K132533, AS AFFECTED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER AND THE EXCHANGE AT ALGONQUIN COMMONS DATED JUNE 15, 2023 AND RECORDED ON JUNE 16, 2023 AS DOCUMENT NO. 2023K019945 AND AS AFFECTED BY THE SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER AND THE EXCHANGE AT ALGONQUIN COMMONS RECORDED JUNE 15, 2023 AND RECORDED ON JUNE 16, 2023 AS DOCUMENT NUMBER 2023K019945 IN KANE COUNTY, ILLINOIS.

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 17089C0065H, WHICH BEARS AN EFFECTIVE DATE OF 08/07/2009 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.

ZONE "X" – AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500–YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD AND PROTECTED BY LEVEE FROM 100–YEAR FLOOD.

ZONING DATA

ZONING ITEM	REQUIRED	PARKING REQUIREMENTS
ZONING DESIGNATION	SEE NOTE (1)	4 PARKING SPACES FOR EACH 1,000 SQUARE FEET OF FLOOR AREA (TABLE 1)
MINIMUM LOT AREA (SQ.FT.)	NONE REQUIRED	
MAX BUILDING COVERAGE	NONE REQUIRED	
MAX BUILDING HEIGHT	35 FEET/3 STORY	(542,984 SQUARE FEET + 1,000 SQUARE FEET = 542.984 X 4 PARKING SPACES = 2,172 PARKING SPACES)
BUILDING SETBACKS		
FRONT	30'	
STREET SIDE	30'	
INTERIOR SIDE	0', 10' ABUTTING RESIDENTIAL	CONTACT: GLOBAL ZONING
		REPORT DATE: 07/31/2025
REAR	20'	GLOBAL ZONING JOB # GZ 32773

NOTES:
(1) ZONING DESIGNATION: "B–2" BUSINESS GENERAL RETAIL DISTRICT, WITHIN THE "PD" PLANNED DEVELOPMENT DISTRICT WITH A SPECIAL USE ALLOWING OPEN–AIR DINING

NOTES CORRESPONDING TO SCHEDULE B

(2) — TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 3 CONTAINED IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER DATED OCTOBER 8, 2003 AND RECORDED NOVEMBER 4, 2003 AS DOCUMENT NO. 2003K194483 AND AS AMENDED BY AN AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER AND THE EXCHANGE AT ALGONQUIN COMMONS DATED NOVEMBER 4, 2003 RECORDED OCTOBER 12, 2004 AS DOCUMENT NO 2004K132533, AND AS AFFECTED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER AND THE EXCHANGE AT ALGONQUIN COMMONS DATED JUNE 15, 2023 AND RECORDED ON JUNE 16, 2023 AS DOCUMENT NO. 2023K019945

RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
(AFFECTS, BLANKET IN NATURE OVER PARCEL 3)

(3) — TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE ANNEXATION AGREEMENT AND ORDINANCE RECORDED OCTOBER 18, 2002 AS DOCUMENT NUMBER 2002K132704; IN THE ORDINANCE APPROVING ZONING UPON ANNEXATION RECORDED OCTOBER 18, 2002 AS DOCUMENT NUMBER 2002K132705 AND IN THE ANNEXATION ORDINANCE RECORDED OCTOBER 18, 2002 AS DOCUMENT NUMBER 2002K132706.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(14) — EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AND AMERITECH ILLINOIS AKA ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 2003K127507.
(AFFECTS, PLOTTED AS SHOWN)

(15) — ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN ALGONQUIN COMMONS, LLC, LESSOR AND GALYAN'S TRADING COMPANY, INC., LESSEE, A MEMORANDUM OF WHICH WAS RECORDED NOVEMBER 4, 2003 AS DOCUMENT NUMBER 2003K194481.

NOTE: SUCH LEASE DOES NOT CONTAIN ANY OPTION TO PURCHASE OR RIGHTS OF FIRST REFUSAL COVERING ALL OR ANY PORTION OF THE FEE INTEREST IN SAID LAND OR BUILDINGS.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, FARMERS AND MERCHANTS BANK OF LONG BEACH, LENDER, GALYAN'S TRADING COMPANY, LLC, TENANT, ALGONQUIN I, LLC, LANDLORD, RECORDED ON AUGUST 22, 2023 AS DOCUMENT NO. 2023K028835.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(16) — ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN ALGONQUIN COMMONS, LLC, LESSOR AND BONEFISH/MIDWEST II, LIMITED PARTNERSHIP, LESSEE, A MEMORANDUM OF WHICH WAS RECORDED JULY 30, 2004 AS DOCUMENT NUMBER 2004K102849.

NOTE: SUCH LEASE DOES NOT CONTAIN ANY OPTION TO PURCHASE OR RIGHTS OF FIRST REFUSAL COVERING ALL OF ANY PORTION OF THE FEE INTEREST IN SAID LAND OR BUILDINGS.

CORRECTIVE MEMORANDUM OF LEASE RECORDED MARCH 27, 2007 AS DOCUMENT 2007K034272.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(17) — ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN ALGONQUIN COMMONS, LLC, LESSOR AND BRINKER RESTAURANT CORPORATION, LESSEE, A MEMORANDUM OF WHICH WAS RECORDED NOVEMBER 12, 2004 AS DOCUMENT NUMBER 2004K147207.

NOTE: SUCH LEASE DOES NOT CONTAIN ANY OPTION TO PURCHASE OR RIGHTS OF FIRST REFUSAL COVERING ALL OF ANY PORTION OF THE FEE INTEREST IN SAID LAND OR BUILDINGS.

NOTICE OF ASSIGNMENT OF LEASE MADE BY BRINKER RESTAURANT CORPORATION AND GTB ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 1, 2010 AS DOCUMENT NUMBER 2010K042011.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(18) — ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE AS DISCLOSED BY MEMORANDUM OF LEASE TO TRADER JOES EAST INC. RECORDED AUGUST 11, 2005 AS DOCUMENT NUMBER 2005K093299.

NOTE: SUCH LEASE DOES NOT CONTAIN ANY OPTION TO PURCHASE OR RIGHTS OF FIRST REFUSAL COVERING ALL OR ANY PORTION OF THE FEE INTEREST IN SAID LAND OR BUILDINGS.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(19) — LEASE MADE BY AND BETWEEN IN RETAIL FUND ALGONQUIN L.L.C, AND ULTA SALON COSMETICS & FRAGRANCE, INC., A MEMORANDUM OF WHICH WAS RECORDED JANUARY 5, 2007 AS DOCUMENT 2007K001874, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

NOTE: SUCH LEASE DOES NOT CONTAIN ANY OPTION TO PURCHASE OR RIGHTS OF FIRST REFUSAL COVERING ALL OR ANY PORTION OF THE FEE INTEREST IN SAID LAND OR BUILDINGS.

SUBORDINATION, NON–DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED JULY 5, 2007 AS DOCUMENT NUMBER 2007K078487 MADE BY AND BETWEEN TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, IN RETAIL FUND ALGONQUIN COMMONS LLC, AND ULTA SALON COSMETICS & FRAGRANCE, INC.]]
(AFFECTS PARCELS 1 AND 2B)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(40) — LEASE MADE BY AND BETWEEN IN RETAIL FUND ALGONQUIN COMMONS, L.L.C. (LANDLORD) AND ROSS DRESS FOR LESS, INC., (TENANT) RECORDED MARCH 15, 2011 AS DOCUMENT 2011K017552, DEMISING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

NOTE: SUCH LEASE DOES NOT CONTAIN ANY OPTION TO PURCHASE OR RIGHTS OF FIRST REFUSAL COVERING ALL OR ANY PORTION OF THE FEE INTEREST IN SAID LAND OR BUILDINGS.

SUBORDINATION, NON–DISTURBANCE AND ATTORNMENT AGREEMENT MADE BY AND BETWEEN WELLS FARGO BANK, N.A. AS TRUSTEE FOR THE REGISTERED HOLDERS OF TIAA SEASONED COMMERCIAL MORTGAGE TRUST 2007–C4, COMMERCIAL MORTGAGE PASS–THROUGH CERTIFICATES, SERIES 2007–C4 (LENDER) AND ROSS DRESS FOR LESS, INC., (TENANT) AND IN RETAIL FUND ALGONQUIN COMMONS, L.L.C. (LANDLORD) RECORDED MAY 27, 2011 AS DOCUMENT NUMBER 2011K031908, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, FARMERS AND MERCHANTS BANK OF LONG BEACH, LENDER, ROSS DRESS FOR LESS, INC., TENANT, ALGONQUIN I, LLC, LANDLORD, RECORDED ON AUGUST 22, 2023 AS DOCUMENT NO. 2023K028837.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(41) — AN UNRECORDED LEASE DATED DECEMBER 14, 2015 WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN, NORDSTROM, INC., LESSEE, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE, AS DISCLOSED BY SUBORDINATION AGREEMENT BELOW.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR IN INTEREST TO BANK OF AMERICA, N.A., SUCCESSOR TO WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF TIAA SEASONED COMMERCIAL MORTGAGE TRUST 2007–C4, COMMERCIAL PASS–THROUGH CERTIFICATES, SERIES 2007–C4, LENDER, NORDSTROM, INC., TENANT, MATTHEW D. MASON, SOLELY IN HIS CAPACITY AS THE RECEIVER APPOINTED UNDER AN ORDER DATED MARCH 11, 2013 IN CASE NO. 13 CH 12 IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL DISTRICT, KANE COUNTY, ILLINOIS, LANDLORD, RECORDED ON MARCH 28, 2016 AS DOCUMENT NO. 2016K014107.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(42) — AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED MEMORANDUM OF LEASE, ALGONQUIN I, LLC, LESSOR, THE FRESH MARKET, INC., LESSEE, RECORDED ON JUNE 15, 2023 AS DOCUMENT NO. 2023K019613, BEGINNING FEBRUARY 8, 2023 AND ENDING THE LAST DAY OF THE ONE HUNDREDTH EIGHTEEN FULL CALENDAR MONTH FOLLOWING THE RENT COMMENCEMENT DATE, WITH OPTIONS TO EXTEND.

AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, FARMERS AND MERCHANTS BANK OF LONG BEACH, LENDER, THE FRESH MARKET, INC., TENANT, ALGONQUIN I, LLC, LANDLORD, RECORDED ON AUGUST 22, 2023 AS DOCUMENT NO. 2023K028834.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(43) — AN UNRECORDED LEASE DATED OCTOBER 6, 2003, WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN, ALGONQUIN I, LLC SUCCESSOR IN INTEREST TO ALGONQUIN COMMONS LLC, LESSOR, OLD NAVY, INC., LESSEE, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE., AS DISCLOSED BY SUBORDINATION AGREEMENT NOTED BELOW:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, FARMERS AND MERCHANTS BANK OF LONG BEACH, LENDER, OLD NAVY, LLC, TENANT, ALGONQUIN I, LLC, LANDLORD, RECORDED ON AUGUST 22, 2023 AS DOCUMENT NO. 2023K028836.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENTS)

(44) — AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED MEMORANDUM OF LEASE, ALGONQUIN I, LLC, LESSOR, DG RETAIL, LLC, LESSEE, RECORDED ON MAY 18, 2023 AS DOCUMENT NO. 2023K015926, BEGINNING APRIL 7, 2023 AND ENDING 10 YEARS AFTER THE COMMENCEMENT DATE, WITH OPTIONS TO EXTEND.

AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(45) — AN UNRECORDED LEASE DATED OCTOBER 7, 2003 WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN, ALGONQUIN I, LLC, LESSOR, STERLING JEWELERS, INC. , LESSEE, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE, AS DISCLOSED BY SUBORDINATION AGREEMENT BELOW:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, FARMERS AND MERCHANTS BANK OF LONG BEACH, LENDER, STERLING JEWELERS INC., TENANT, ALGONQUIN I, LLC, LANDLORD, RECORDED ON SEPTEMBER 16, 2024 AS DOCUMENT NO. 2024K033324.

(AFFECTS LOT 8 IN RESUBDIVISION NO. 2)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(46) — AN UNRECORDED LEASE DATED JULY 17, 2024 WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN, ALGONQUIN I, LLC, LESSOR, SALON LOFTS GROUP, LLC , LESSEE, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE, AS DISCLOSED BY SUBORDINATION AGREEMENT BELOW:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, FARMERS AND MERCHANTS BANK OF LONG BEACH, LENDER, SALON LOFTS GROUP, LLC, TENANT, ALGONQUIN I, LLC, LANDLORD, RECORDED ON AUGUST 21, 2024 AS DOCUMENT NO. 2024K029869.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(47) — COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE AFFIRMATION OF EASEMENT AND GRANT OF EASEMENT RECORDED ON DECEMBER 22, 2004 AS DOCUMENT NO. 2004K163570.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, PLOTTED AS SHOWN)

(48) — INTENTIONALLY DELETED

(49) — RESTRICTION THAT THERE SHALL BE ONLY ONE ACCESS TO RANDALL ROAD FROM LOT 1 AND THE ACCESS SHALL BE THE LOCATION OF COMMONS DRIVE AS SHOWN ON PLAT OF EASEMENT RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007019 AND AS SHOWN ON PLAT OF SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237.
(AFFECTS, PLOTTED AS SHOWN)

(50) — PLAT OF EASEMENT RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007019 CREATES THE FOLLOWING EASEMENTS, AND TERMS AND PROVISION CONTAINED THEREIN:

A. 10 FOOT KANE COUNTY HIGHWAY EASEMENT.
B. DRAINAGE EASEMENTS.
C. PUBLIC UTILITY EASEMENTS.
(AFFECTS, PLOTTED AS SHOWN)

(51) — TERMS AND CONDITIONS CONTAINED IN EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT MADE BY AND BETWEEN IN RETAIL FUND ALGONQUIN COMMONS L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND PLATFORM SERVICES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, RECORDED APRIL 23, 2007 AS DOCUMENT NUMBER 2007K043581 AND RECORDED SEPTEMBER 15, 2008 AS DOCUMENT NUMBER 2008K072141.]]

(AFFECTS PARCELS 1 AND 3]]
(AFFECTS, BLANKET IN NATURE)

(52) — TERMS AND CONDITIONS CONTAINED IN THE PLAT OF EASEMENT RECORDED JANUARY 16, 2007 AS DOCUMENT NUMBER 2007K06726. SEE DOCUMENT FOR EXACT LOCATION.
(AFFECTS, PLOTTED AS SHOWN)

(53) — TERMS AND CONDITIONS OF ORDINANCE NO. 2022–O–42 RECORDED NOVEMBER 14, 2022 AS DOCUMENT NO. 2022K054809, APPROVING A MAJOR AMENDMENT TO THE FINAL PLANNED DEVELOPMENT AND APPROVING THE FINAL PLAT OF RESUBDIVISION OF PHASE II OF THE ALGONQUIN COMMONS RETAIL CENTER.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(54) — TERMS AND CONDITIONS OF ORDINANCE NO. 2004–O–44 RECORDED NOVEMBER 14, 2022 AS DOCUMENT NO. 2022K054808, ISSUING A SPECIAL USE PERMIT AND APPROVING THE FINAL PLAT OF RESUBDIVISION OF PHASE II OF THE ALGONQUIN COMMONS RETAIL CENTER.
ADMINISTRATIVE AMENDMENT RECORDED JUNE 6, 2023 AS DOCUMENT NO. 2023K018235.
ADMINISTRATIVE AMENDMENT RECORDED JULY 10, 2023 AS DOCUMENT NO. 2023K022761.
ADMINISTRATIVE AMENDMENT RECORDED JULY 8, 2024 AS DOCUMENT NO. 2024K023587.
ADMINISTRATIVE AMENDMENT RECORDED JULY 8, 2024 AS DOCUMENT NO. 2024K023588.
ADMINISTRATIVE AMENDMENT RECORDED JUNE 2, 2025 AS DOCUMENT NO. 2025K019808.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(55) — TERMS AND CONDITIONS OF ORDINANCE NO. 2003–O–44 RECORDED MAY 1, 2023 AS DOCUMENT NO. 2023K013685, ISSUING A SPECIAL USE PERMIT AND APPROVING A FINAL PLAT OF SUBDIVISION AND FINAL PLANNED DEVELOPMENT FOR A 600,000 SQUARE FOOT RETAIL CENTER (ALGONQUIN COMMONS LIFESTYLE CENTER).
ADMINISTRATIVE AMENDMENT RECORDED JUNE 6, 2023 AS DOCUMENT NO. 2023K018235.
ADMINISTRATIVE AMENDMENT RECORDED JULY 10, 2023 AS DOCUMENT NO. 2023K022761.
ADMINISTRATIVE AMENDMENT RECORDED JULY 8, 2024 AS DOCUMENT NO. 2024K023587.
ADMINISTRATIVE AMENDMENT RECORDED JULY 8, 2024 AS DOCUMENT NO. 2024K023588.
ADMINISTRATIVE AMENDMENT RECORDED JUNE 2, 2025 AS DOCUMENT NO. 2025K019808.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(56) — TERMS AND CONDITIONS OF ORDINANCE NO. 2023–O–26 RECORDED JULY 20, 2023 AS DOCUMENT NO. 2023K024454, APPROVING A MAJOR AMENDMENT TO THE FINAL PLANNED DEVELOPMENT AND APPROVING THE FINAL PLAT OF RESUBDIVISION NO. 2 OF THE ALGONQUIN COMMONS RETAIL CENTER.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENTS)

(57) — TERMS AND CONDITIONS OF ORDINANCE 2005–O–20, AN ORDINANCE GRANTING ZONING UPON ANNEXATION AND APPROVING A PRELIMINARY PLANNED DEVELOPMENT AND FINAL PLAT OF EASEMENT FOR THE RANDALL CROSSING SHOPPING CENTER AND GRANTING FINAL PLANNED DEVELOPMENT AND A SPECIAL USE PERMIT FOR THE MULTI–TENANT BUILDING, WHICH WAS PASSED AND APPROVED ON APRIL 5, 2005 AND ORDINANCE 2005–O–57, AN ORDINANCE GRANTING A STORMWATER MANAGEMENT ORDINANCE VARIATION, A SPECIAL USE PERMIT FOR AN OUTSIDE SEATING AREA AND APPROVING A FINAL PLANNED DEVELOPMENT FOR A RESTAURANT, WHICH WAS PASSED AND APPROVED ON NOVEMBER 1, 2005.

ADMINISTRATIVE AMENDMENT RECORDED AUGUST 7, 2024 AS DOCUMENT NO. 2024K027790.
(AFFECTS, PLOTTED AS SHOWN)

(58) — COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ALGONQUIN COMMONS SHOPPING CENTER RESUBDIVISION RECORDED ON JUNE 16, 2023 AS DOCUMENT NO. 2023K019946.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENTS)

(59) — INTENTIONALLY DELETED

(60) — EASEMENTS, SETBACK LINES, AND COVENANTS AND RESTRICTIONS, (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) CONTAINED IN THE OWNER'S CERTIFICATE ATTACHED TO AND AS SHOWN ON THE PLAT OF ALGONQUIN COMMONS SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NO. 2006K007237, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS THE UNDERLYING LAND)
(AFFECTS, PLOTTED AS SHOWN)

(61) — EASEMENTS, SETBACK LINES, AND COVENANTS AND RESTRICTIONS, (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) CONTAINED IN THE OWNER'S CERTIFICATE ATTACHED TO AND AS SHOWN ON THE PLAT OF ALGONQUIN COMMONS RESUBDIVISION NO. 2 RECORDED JANUARY 23, 2023 AS DOCUMENT NO. 2023K002333, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCEL 1 AND UNDERLYING PARCEL 2)
(AFFECTS, PLOTTED AS SHOWN)

(62) — EASEMENTS, SETBACK LINES, AND COVENANTS AND RESTRICTIONS, (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) CONTAINED IN THE OWNER'S CERTIFICATE ATTACHED TO AND AS SHOWN ON THE PLAT OF ALGONQUIN COMMONS RESUBDIVISION NO. 2 RECORDED APRIL 23, 2024 AS DOCUMENT NO. 2024K013387, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS UNDERLYING PARCEL 2)
(AFFECTS, PLOTTED AS SHOWN)

DATE	REVISION HISTORY	BY
07/18/25	TITLE COMMITMENT UPDATE	BAC
07/29/25	CLIENT COMMENTS	BAC
08/01/25	CLIENT COMMENTS	BAC
08/22/25	CLIENT COMMENTS	BAC

JOB NUMBER: 25–5227
SCALE: 1" = 50'
DRAWN BY: BAC
APPROVED BY: JL

SURVEYED BY:

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

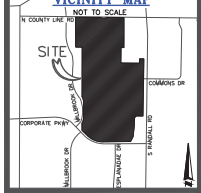
COORDINATED BY:

CONSOLIDATED CONSULTING GROUP, LLC

6215 COLLEYVILLE BLVD
COLLEYVILLE, TX 76034
PHONE: 817.424.9085
WWW.CONSOLIDATEDCONSULTING.COM
SURVEYS@CONSOLIDATEDCONSULTING.COM

VICINITY MAP

NOT TO SCALE



SHEET 1 OF 4

CLIENT NO.
CCG–5849

LAND AREA

TOTAL AREA:
2,771,559± SQUARE FEET
63.626± ACRES

PARCEL 1:
688,247 SQ.FT. ±
15.800 ACRES ±

PARCEL 2:
2,083,312 SQ.FT. ±
47.826 ACRES ±

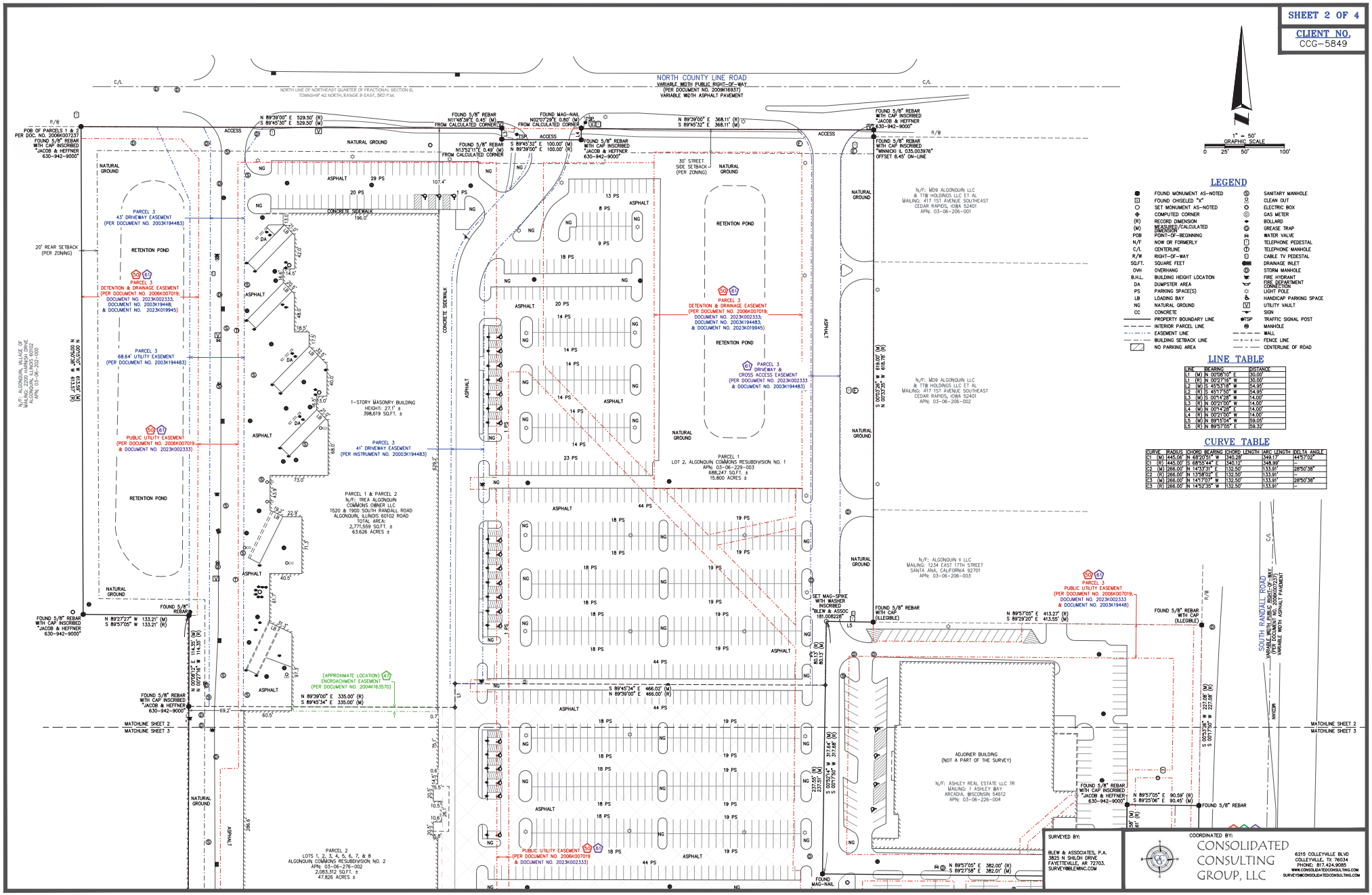
SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE ALTA/NSPS SURVEY.

PARKING

REGULAR= 2,627
HANDICAP= 89
TOTAL= 2,716

##


SHEET 2 OF 4
CLIENT NO.
CCG-5849
NORTH COUNTY LINE ROAD
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
(PER DOCUMENT NO. 2009K16937)
VARIABLE WIDTH ASPHALT PAVEMENT
SOUTH RANDALL ROAD
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
(PER DOCUMENT NO. 2006K007237)
VARIABLE WIDTH ASPHALT PAVEMENT
1" = 50'
GRAPHIC SCALE
0 25' 50' 100'
LEGEND
FOUND MONUMENT AS-NOTED
FOUND CHISELED "X"
SET MONUMENT AS-NOTED
COMPUTED CORNER
RECORD DIMENSION
MEASURED/CALCULATED DIMENSION
POB POINT-OF-BEGINNING
N/F NOW OR FORMERLY
C/L CENTERLINE
R/W RIGHT-OF-WAY
SQ.FT. SQUARE FEET
OVH OVERHANG
B.H.L. BUILDING HEIGHT LOCATION
DA DUMPSTER AREA
PS PARKING SPACE(S)
LB LOADING BAY
NG NATURAL GROUND
CC CONCRETE
PROPERTY BOUNDARY LINE
INTERIOR PARCEL LINE
EASEMENT LINE
BUILDING SETBACK LINE
NO PARKING AREA
SANITARY MANHOLE
CLEAN OUT
ELECTRIC BOX
GAS METER
BOLLARD
GREASE TRAP
WATER VALVE
TELEPHONE PEDESTAL
TELEPHONE MANHOLE
CABLE TV PEDESTAL
DRAINAGE INLET
STORM MANHOLE
FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
LIGHT POLE
HANDICAP PARKING SPACE
UTILITY VAULT
SIGN
TRAFFIC SIGNAL POST
MANHOLE
WALL
FENCE LINE
CENTERLINE OF ROAD
LINE TABLE
CURVE TABLE
PARCEL 1 & PARCEL 2
N/F: TREA ALGONQUIN COMMONS OWNER LLC
1520 & 1900 SOUTH RANDALL ROAD
ALGONQUIN, ILLINOIS 60102 ROAD
TOTAL AREA:
2,771,559 SQ.FT. ±
63.626 ACRES ±
PARCEL 1
LOT 2, ALGONQUIN COMMONS RESUBDIVISION NO. 1
APN: 03-06-229-003
688,247 SQ.FT. ±
15.800 ACRES ±
PARCEL 2
LOTS 1, 2, 3, 4, 5, 6, 7, & 8
ALGONQUIN COMMONS RESUBDIVISION NO. 2
APN: 03-06-276-002
2,083,312 SQ.FT. ±
47.826 ACRES ±
1-STORY MASONRY BUILDING
HEIGHT: 27.1' ±
398,619 SQ.FT. ±
ADJOINER BUILDING
(NOT A PART OF THE SURVEY)
N/F: MD9 ALGONQUIN LLC & TTW HOLDINGS LLC ET AL
MAILING: 417 1ST AVENUE SOUTHEAST
CEDAR RAPIDS, IOWA 52401
APN: 03-06-206-001
N/F: MD9 ALGONQUIN LLC & TTW HOLDINGS LLC ET AL
MAILING: 417 1ST AVENUE SOUTHEAST
CEDAR RAPIDS, IOWA 52401
APN: 03-06-206-002
N/F: ALGONQUIN II LLC
MAILING: 1234 EAST 17TH STREET
SANTA ANA, CALIFORNIA 92701
APN: 03-06-206-003
N/F: ASHLEY REAL ESTATE LLC TR
MAILING: 1 ASHLEY WAY
ARCADIA, WISCONSIN 54612
APN: 03-06-226-004
N/F: ALGONQUIN, VILLAGE OF
MAILING: 2200 HARNISH DRIVE
ALGONQUIN, ILLINOIS 60102
APN: 03-06-202-000
SURVEYED BY:
BLEW & ASSOCIATES, P.A.
3825 N SHILOH DRIVE
FAYETTEVILLE, AR 72703.
SURVEY@BLEWINC.COM
COORDINATED BY:
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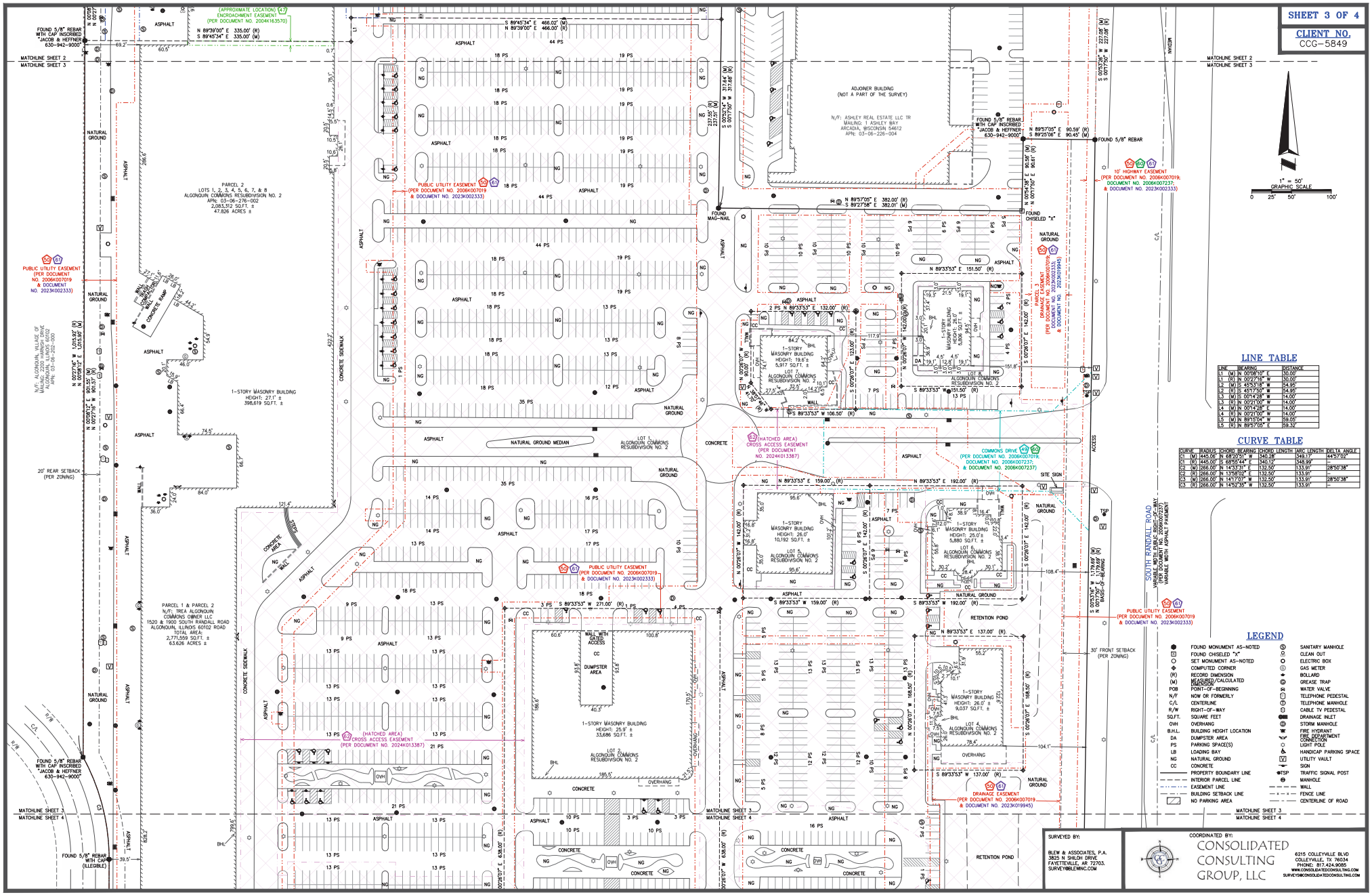
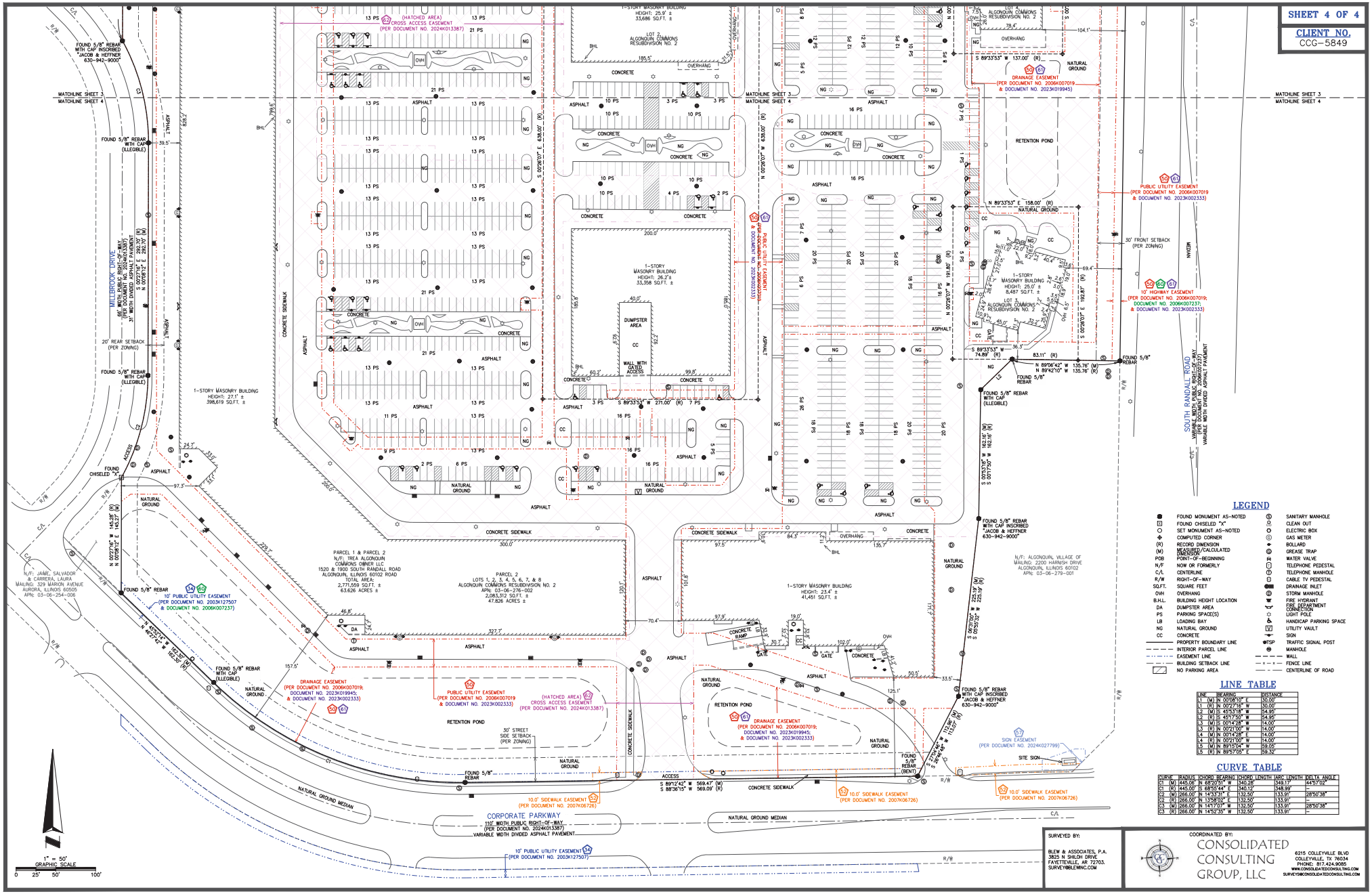


LINE	BEARING	DISTANCE
L1	(M) N 00°08'10" E	30.00'
L1	(R) N 00°27'16" W	30.00'
L2	(M) S 45°53'18" W	54.95'
L2	(R) S 45°17'50" W	54.95'
L3	(M) S 00°14'28" E	14.00'
L3	(R) N 00°21'00" W	14.00'
L4	(M) N 00°14'28" E	14.00'
L4	(R) N 00°21'00" W	14.00'
L5	(M) N 89°15'04" W	59.05'
L5	(R) N 89°57'05" E	59.32'

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
C1	(M) 445.00'	S 68°20'51" W	340.28'	349.17'	44°57'02"
C1	(R) 445.00'	S 68°50'44" E	340.12'	348.99'	–
C2	(M) 266.00'	N 14°33'31" E	132.50'	133.91'	28°50'38"
C2	(R) 266.00'	N 13°58'00" E	132.50'	133.91'	–
C3	(M) 266.00'	N 14°17'07" W	132.50'	133.91'	28°50'38"
C3	(R) 266.00'	N 14°52'35" W	132.50'	133.91'	–

LEGEND

FOUND MONUMENT AS-NOTED	SANITARY MANHOLE
FOUND CHISELED "X"	CLEAN OUT
SET MONUMENT AS-NOTED	ELECTRIC BOX
COMPUTED CORNER	GAS METER
(R) RECORD DIMENSION	BOLLARD
(M) MEASURED/CALCULATED DIMENSION	GREASE TRAP
POB POINT-OF-BEGINNING	WATER VALVE
N/F NOW OR FORMERLY	TELEPHONE PEDESTAL
C/L CENTERLINE	TELEPHONE MANHOLE
R/W RIGHT-OF-WAY	CABLE TV PEDESTAL
SQ.FT. SQUARE FEET	DRAINAGE INLET
OVH OVERHANG	STORM MANHOLE
B.H.L. BUILDING HEIGHT LOCATION	FIRE HYDRANT
DA DUMPSTER AREA	FIRE DEPARTMENT CONNECTION
PS PARKING SPACE(S)	LIGHT POLE
LB LOADING BAY	HANDICAP PARKING SPACE
NG NATURAL GROUND	UTILITY VAULT
CC CONCRETE	SIGN
PROPERTY BOUNDARY LINE	TRAFFIC SIGNAL POST
INTERIOR PARCEL LINE	MANHOLE
EASEMENT LINE	WALL
BUILDING SETBACK LINE	FENCE LINE
NO PARKING AREA	CENTERLINE OF ROAD



LEGEND

FOUND MONUMENT AS-NOTED	SANITARY MANHOLE
FOUND CHISELED "X"	CLEAN OUT
SET MONUMENT AS-NOTED	ELECTRIC BOX
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CC CONCRETE	SIGN
PROPERTY BOUNDARY LINE	TRAFFIC SIGNAL POST
INTERIOR PARCEL LINE	MANHOLE
EASEMENT LINE	WALL
BUILDING SETBACK LINE	FENCE LINE
NO PARKING AREA	CENTERLINE OF ROAD

LINE TABLE

LINE	BEARING	DISTANCE
L1	(M) N 00°06'12" E	30.00'
L1	(R) N 00°27'16" W	30.00'
L2	(M) S 45°53'18" W	54.95'
L2	(R) S 45°17'50" W	54.95'
L3	(M) S 00°14'28" W	14.00'
L3	(R) N 00°21'00" W	14.00'
L4	(M) N 00°14'28" E	14.00'
L4	(R) N 00°21'00" W	14.00'
L5	(M) N 89°15'04" W	59.05'
L5	(R) N 89°57'05" E	59.32'

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
C1	(M) 445.06'	N 68°20'51" W	340.28'	349.17'	44°57'02"
C1	(R) 445.00'	S 68°55'44" E	346.12'	348.99'	-
C2	(M) 266.00'	N 14°53'51" E	132.50'	133.91'	28°50'38"
C2	(R) 266.00'	N 13°58'02" E	132.50'	133.91'	-
C3	(M) 266.00'	N 14°17'07" W	132.50'	133.91'	28°50'38"
C3	(R) 266.00'	N 14°52'39" W	132.50'	133.91'	-

SURVEYED BY:
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D036aa
ALGONQUIN COMMONS
07/21/2026

SITE IMPROVEMENT PLANS

FOR

ALGONQUIN COMMONS COMMUNITY PAVILION

1900 S RANDALL ROAD, ALGONQUIN, ILLINOIS

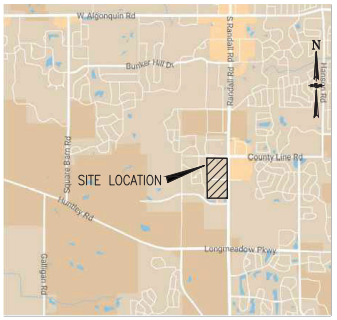
ETHOS WORKSHOP

ETHOS WORKSHOP ARCHITECTS

LEGEND

ABBREVIATION LEGEND	
ADA	AMERICANS WITH DISABILITIES ACT
B/	BOTTOM OF
BC	BACK OF CURB ELEVATION
C-C	CENTER TO CENTER SPACING
C&G	CURB AND GUTTER
CB	CATCH BASIN
℄	CENTERLINE
DEP	DEPRESSED
DIP	DUCTILE IRON PIPE
DWS	DETECTABLE WARNING STRIP
EP	EDGE OF PAVEMENT ELEVATION
EX	EXISTING
FH	FIRE HYDRANT
FR	FUTURE
GR	GRADE RING ELEVATION
HC	HANDICAPPED
HWL	POND HIGH WATER LEVEL
I	UTILITY INVERT ELEVATION
MH	MANHOLE
NWL	POND NORMAL WATER LEVEL
PC	PRESSURE CONNECTION POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PI	POINT OF INTERSECTION
R	PROPERTY LINE
PR	PROPOSED
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVC OR VPC	POINT OF VERTICAL CURVATURE
PVI OR VPI	POINT OF VERTICAL INTERSECTION
PVT OR VPT	POINT OF VERTICAL TANGENCY
R	UTILITY STRUCTURE RIM ELEVATION
R&R	REMOVE AND REPLACE
RCP	REINFORCED CONCRETE PIPE
STM	STORM SEWER
T/	TOP OF
TC	TOP OF CURB ELEVATION
TDC	TOP OF DEPRESSED CURB ELEVATION
TF	TOP OF FOUNDATION ELEVATION
TW	TOP OF RETAINING WALL ELEVATION
VCP	VITRIFIED CLAY PIPE
VF	VERIFY IN FIELD
Vv	VALVE VAULT
W/	WITH
WM or WTR	WATER MAIN

PROPOSED	DESCRIPTION	EXISTING
—C—	STORM SEWER	—C—
—8W—	WATER MAIN WITH SIZE	—8W—
—S—	SANITARY SEWER	—S—
	RIGHT-OF-WAY/PROPERTY LINE	
—842—	CONTOUR	—701—
805.25 ×	SPOT GRADE	+ 701.30
	SANITARY MANHOLE	
	STORM MANHOLE	
	STORM INLET	
	STORM CATCH BASIN	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	GATE VALVE W/VAULT	
	LIGHT POLE	
	STREET LIGHT W/MAST	
	UTILITY POLE	
—XX—	SILT FENCE	
	OVERFLOW DIRECTION	
	SURFACE/DITCH FLOW DIRECTION	
	ROAD SIGN	
	CURB & GUTTER	
	DEPRESSED CURB FOR RAMP/DRIVEWAY	
TF	TOP OF FOUNDATION	
GF	GARAGE FLOOR, AT REAR OF GARAGE	
TD	TOP OF CURB, DEPRESSED	
TW	TOP OF RETAINING WALL	
R=	RIM FOR STRUCTURES	
HWL/NWL	HIGH/NORMAL WATER LEVEL	
T	TRANSFORMER	
—X—	FENCE LINE	—X—
	GUARD RAIL	
	FORCE MAIN	
—T—	UNDERGROUND TELEPHONE	—T—
—E—	UNDERGROUND ELECTRIC	—E—
—OHE—	OVERHEAD ELECTRIC	—OHE—
—G—	UNDERGROUND GAS LINE	—G—



LOCATION MAP
NOT TO SCALE

BENCHMARK & LOCATIONS:

REFERENCE BENCHMARKS:

BM; RAILROAD SPIKE IN THE NORTH FACE OF THE 9TH POWER POLE WEST OF RANDALL ROAD ON THE SOUTH SIDE OF COUNTY LINE ROAD.
ELEVATION = 901.85'

BM; RAILROAD SPIKE IN THE NORTH FACE OF THE 6TH POWER POLE WEST OF RANDALL ROAD ON THE SOUTH SIDE OF COUNTY LINE ROAD.
ELEVATION = 907.55'

SITE BENCHMARKS:

SITE BM 1-SQUARE "□" CUT ON THE SOUTH SIDE OF THE FIRST LIGHT POLE BASE SOUTHWEST OF THE SOUTHWEST CORNER OF THE "AUTOMOTIVE AREA" OF WAL-MART AT THE SOUTHWEST ENTRANCE TO WAL-MART ON THE NORTH SIDE OF COUNTY LINE ROAD.

ELEVATION=903.61'

SITE BM 2-SQUARE "□" CUT ON THE SOUTH SIDE OF THE LIGHT POLE BASE ON THE WEST SIDE OF THE SOUTHEAST ENTRANCE TO WAL-MART ALL ON THE NORTH SIDE OF COUNTY LINE ROAD.

ELEVATION=906.21'

EXISTING CONDITIONS:

EXISTING CONDITIONS OBTAINED FROM A TOPOGRAPHIC SURVEY, PROVIDED BY JACOB AND HEFNER ASSOCIATES, DATED SEPTEMBER 23, 2021.

SHEET INDEX

SHEET	TITLE
C1.0	COVER
C2.0	GENERAL NOTES & SPECIFICATIONS
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	DIMENSIONAL CONTROL PLAN
C5.0	GRADING PLAN
C6.0	EROSION CONTROL PLAN
C7.0	DETAILS

2

CONTACTS

CIVIL ENGINEER:
JACOB AND HEFNER ASSOCIATES, INC.
CONTACT: KRISTEN BRUNS, P.E.
1333 BUTTERFIELD ROAD, SUITE 300
DOWNERS GROVE, ILLINOIS 60515
P: (630) 313-9461

ARCHITECT:
ETHOS WORKSHOP ARCHITECTS
CONTACT: SCOTT ALLMAN, AIA
105 JACKSON AVENUE
NAPERVILLE, ILLINOIS, 60540
P: (630) 527-6723

SURVEYOR:
JACOB AND HEFNER ASSOCIATES, INC.
CONTACT: CARL COOK, P.L.S.
1333 BUTTERFIELD ROAD, SUITE 300
DOWNERS GROVE, ILLINOIS 60515
P: (630) 652-4661

VILLAGE OF ALGONQUIN:
COMMUNITY DEVELOPMENT
CONTACT: PATRICK KNAPP
P: (847) 658-2700 x3302

PUBLIC WORKS
CONTACT: CLIFF GANEK
P: (847) 658-2700 x4410

No.	Description	Date
	REVISIONS	
3	REVISED PER LANDSCAPE ARCHITECT	07/21/26
2	REVISED PER VILLAGE	06/26/26
1	ISSUED FOR REVIEW	05/14/26

06/26/2026
DATE

ENGINEER
KRISTEN A. BRUNS
KBRUNS@JACOBANDHEFNER.COM

ILLINOIS REGISTRATION NO. 062-070864
EXPIRES 11/30/2027

ENGINEER ONLY CERTIFIES SHEETS C1.0-C7.0

THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE ORIGINAL SIGNATURE, IMPRESSED SEAL, EXPIRATION DATE OF SEAL OF THE ENGINEER AND MARKED "FOR CONSTRUCTION".

WARNING

CALL BEFORE YOU DIG
(48 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

811
Know what's **below.**
Call before you dig.

Municipality: VILLAGE OF ALGONQUIN
County: KANE
Township: 42N
Range: 8E
Section: 6

FOR REVIEW PURPOSES ONLY

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

PAVEMENT

1. FINE GRADING
   A. PRIOR TO THE CONSTRUCTION OF CURB AND GUTTER AND PLACEMENT OF THE BASE MATERIAL, THE STREETS SHALL BE FINE GRADED TO WITHIN 0.05 FEET OF FINAL SUBGRADE ELEVATION, TO A POINT TWO FEET BEYOND THE BACK OF CURB.
2. CURB AND GUTTER
   A. THE TYPE OF THE CURB AND GUTTER SHALL BE AS DETAILED ON THE ENGINEERING PLANS.
   B. THE CURBS SHALL BE BACKFILLED AFTER CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE.
   C. THE STONE COST UNDER THE CURB AND GUTTER SHALL BE CONSIDERED INCIDENTAL.
   D. DEPRESSED CURBS FOR DRIVEWAYS AND HANDICAPPED RAMPS SHALL BE INSTALLED PER THE PLANS AND IDOT STANDARDS.
3. CONCRETE PAVEMENT
   A. CONSTRUCTION JOINTS SHALL INCLUDE DOWELS PER "CONSTRUCTION JOINT TABLE" ALL DOWELS SHALL BE SMOOTH EPOXY COATED; GREASE ONE END.
   B. CONTRACTOR SHALL PROVIDE CONTRACTION JOINT 5' OFF OF FACE OF BUILDING.
   C. EXCEPT AT FIRST PANEL FROM THE FACE OF BUILDING, CONCRETE PANEL LENGTH SHALL NOT EXCEED ITS WIDTH BY MORE THAN 25%.
   D. CONTRACTION JOINTS SHALL BE CUT TO A DEPTH D/4 FOR CONVENTIONAL CONCRETE, OR D/3 FOR FIBER REINFORCED CONCRETE. WIDTH OF SAW-CUT SHALL BE PER JOINT SEALANT MATERIAL MANUFACTURER'S RECOMMENDATIONS.
   E. ALL JOINTS SHALL BE CAULKED
      -SIKASIL-728SL (SAWCUT JOINTS)
      -SIKAFLEX-1C/SL (EXPANSION JOINTS)
      -OR APPROVED EQUAL
   F. CURB & GUTTER WITHIN CONCRETE PAVEMENT AREAS SHALL BE MONOLITHICALLY POURED OR SHALL BE TIED TO THE FIRST PANEL.

DOWEL SIZE AND SPACING AT CONSTRUCTION JOINTS

PAVEMENT DEPTH (INCH)	CONSTRUCTION JOINT DOWEL DIMENSIONS (INCH)	DOWEL SPACING C-C (INCH)
5 TO <6	3/4 x 10	12
6 TO <8	1 x 13	12
8 TO <10	1-1/4 x 15	12
10 TO 12	1-1/2 x 18	12

3. PAVEMENT
   A. THE PAVEMENT MATERIALS SHALL BE AS DETAILED ON THE ENGINEERING PLANS. DEPTHS SPECIFIED SHALL BE CONSIDERED THE MINIMUM COMPACTED THICKNESS.
4. GENERAL
   THE PAVING CONTRACTOR SHALL:
   A. REPAIR ANY BASE COURSE AND BINDER COURSE FAILURES PRIOR TO THE INSTALLATION OF THE FINAL BITUMINOUS CONCRETE SURFACE COURSE.
   B. SWEEP CLEAN THE BINDER COURSE PRIOR TO THE INSTALLATION OF THE FINAL BITUMINOUS CONCRETE SURFACE COURSE. ANY DAMAGE TO THE BINDER COURSE SHALL BE REPAIRED BY THE CONTRACTORS AT NO ADDITIONAL COST TO THE OWNER.
   D. PROVIDE CONSTRUCTION, EXPANSION AND CONTRACTION JOINTS FOR CURB AND GUTTER AND P.C.C. SIDEWALK PER IDOT STANDARDS AND MUNICIPAL STANDARDS.
   E. REMOVE ALL EXCESS MATERIALS AND DEBRIS. DISPOSE OF MATERIALS OFF-SITE AT NO ADDITIONAL COST TO THE OWNER.
5. TESTING AND FINAL ACCEPTANCE
   A. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR UNSUITABLE LOCATIONS. IF UNSUITABLE SUBGRADE IS ENCOUNTERED, IT SHALL BE REMOVED AND REPLACED WITH GRANULAR MATERIAL APPROVED BY THE OWNER OR HIS REPRESENTATIVE. THE SUBGRADE SHALL HAVE A MINIMUM BRR VALUE OF 3.0.
   B. PRIOR TO PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE COURSE, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE BINDER COURSE WITH A CORE DRILL WHERE DIRECTED AND AS REQUIRED. THICKNESS VERIFICATION WILL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."
   C. FINAL ACCEPTANCE OF THE TOTAL PAVEMENT INSTALLATION SHALL BE SUBJECT TO THE TESTING AND VERIFICATION REQUIREMENTS CITED ABOVE.
6. METHOD OF MEASUREMENT
   A. CURB AND GUTTER AND BASE COURSE SHALL BE MEASURED IN THE FIELD BY THE CONTRACTOR. THE QUANTITIES SHALL BE SUBMITTED TO THE ENGINEER FOR VERIFICATION WHEN REQUESTED BY THE OWNER.
   B. WHEN REQUESTED BY THE OWNER, DOCUMENTATION FOR THE INSTALLED BASE COURSE, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, SHALL BE SUBMITTED TO THE ENGINEER FOR VERIFICATION AS REQUIRED BY THE MUNICIPALITY. WHERE DIRECTED, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE BITUMINOUS CONCRETE WITH A CORE DRILL TO CONFIRM THE PLAN THICKNESS. DEFICIENCIES IN THICKNESS SHALL BE ADJUSTED BY THE METHOD DESCRIBED IN THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."
7. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND SAFE TRAFFIC MANAGEMENT WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION. THIS SHALL BE IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE OF THE MUNICIPALITY.
8. LONGITUDINAL JOINT CONSTRUCTION
   A. AS MANY LONGITUDINAL JOINTS AS PRACTICAL SHALL BE CLOSED AT THE END OF EACH DAY OF PAVING. A TACK COAT SHALL BE APPLIED TO THE "COLD" SIDE OF THE LONGITUDINAL JOINT PRIOR TO THE PLACEMENT OF THE HOT SIDE MAT.
   B. LONGITUDINAL JOINT CONSTRUCTION SHALL BE COMPLETED BEFORE THE "COLD" SIDE OF THE JOINT FALLS BELOW 200°F.
   C. IN THE EVENT THE TEMPERATURE OF THE "COLD" SIDE OF A JOINT FALLS BELOW 200°F PRIOR TO JOINT CONSTRUCTION COMPLETION, THE CONTRACTOR SHALL PERFORM THE FOLLOWING:
      1. HEAT THE COLD SIDE JOINT TO 200°F EITHER BY MEANS OF A HAND TORCH OR AN INFRARED HEATER. THE CONTRACTOR SHALL AVOID BURNING THE ASPHALT DURING REHEATING.
      2. APPLY TACK COAT TO THE REHEATED JOINT PRIOR TO ASPHALT PLACEMENT.
   D. THE CONTRACTOR SHALL OFFSET SURFACE COURSE JOINTS FROM BINDER COURSE JOINTS, WHEREVER PRACTICABLE.
9. LONGITUDINAL JOINT DENSITY SPECIFICATIONS
   A. COMPLETED LONGITUDINAL JOINTS SHALL BE ASSESSED BASED ON SECTION 1030 OF THE STANDARD SPECIFICATIONS AND THE "HOT MIX ASPHALT – DENSITY TESTING OF LONGITUDINAL JOINTS" (BDE) AS FOLLOWS:

      LONGITUDINAL JOINT DENSITY TESTING SHALL BE PERFORMED AT EACH RANDOM DENSITY TEST LOCATION. LONGITUDINAL JOINT TESTING SHALL BE LOCATED AT A DISTANCE EQUAL TO THE LIFT THICKNESS OR A MINIMUM OF TWO INCHES FROM EACH PAVEMENT EDGE. I.E. FOR A FOUR INCH LIFT, THE NEAR EDGE OF THE DENSITY GAUGE OR CORE BARREL SHALL BE WITHIN FOUR INCHES FROM THE EDGE OF PAVEMENT. LONGITUDINAL JOINT DENSITY TESTING SHALL BE PERFORMED USING EITHER A CORRELATED NUCLEAR GAUGE OR CORES.

      1. CONFINED EDGE: EACH CONFINED EDGE DENSITY TEST SHALL BE REPRESENTED BY A ONE MINUTE NUCLEAR DENSITY READING OR A CORE DENSITY. THE TESTING SHALL BE INCLUDED IN THE AVERAGE OF DENSITY READINGS OR CORE DENSITIES TAKEN ACROSS THE MAT, WHICH REPRESENTS THE INDIVIDUAL TEST.
      2. UNCONFINED EDGE: EACH UNCONFINED EDGE JOINT DENSITY TEST SHALL BE REPRESENTED BY AN AVERAGE OF THREE, ONE MINUTE DENSITY READINGS OR A SINGLE CORE DENSITY AT THE GIVEN DENSITY TEST LOCATION. THE TESTING SHALL MEET THE DENSITY REQUIREMENTS SPECIFIED HEREIN. THE THREE, ONE MINUTE READINGS SHALL BE SPACED TEN FEET APART LONGITUDINALLY ALONG THE UNCONFINED PAVEMENT EDGE AND CENTERED AT THE RANDOM DENSITY TEST LOCATION.

DENSITY CONTROL LIMITS TABLE

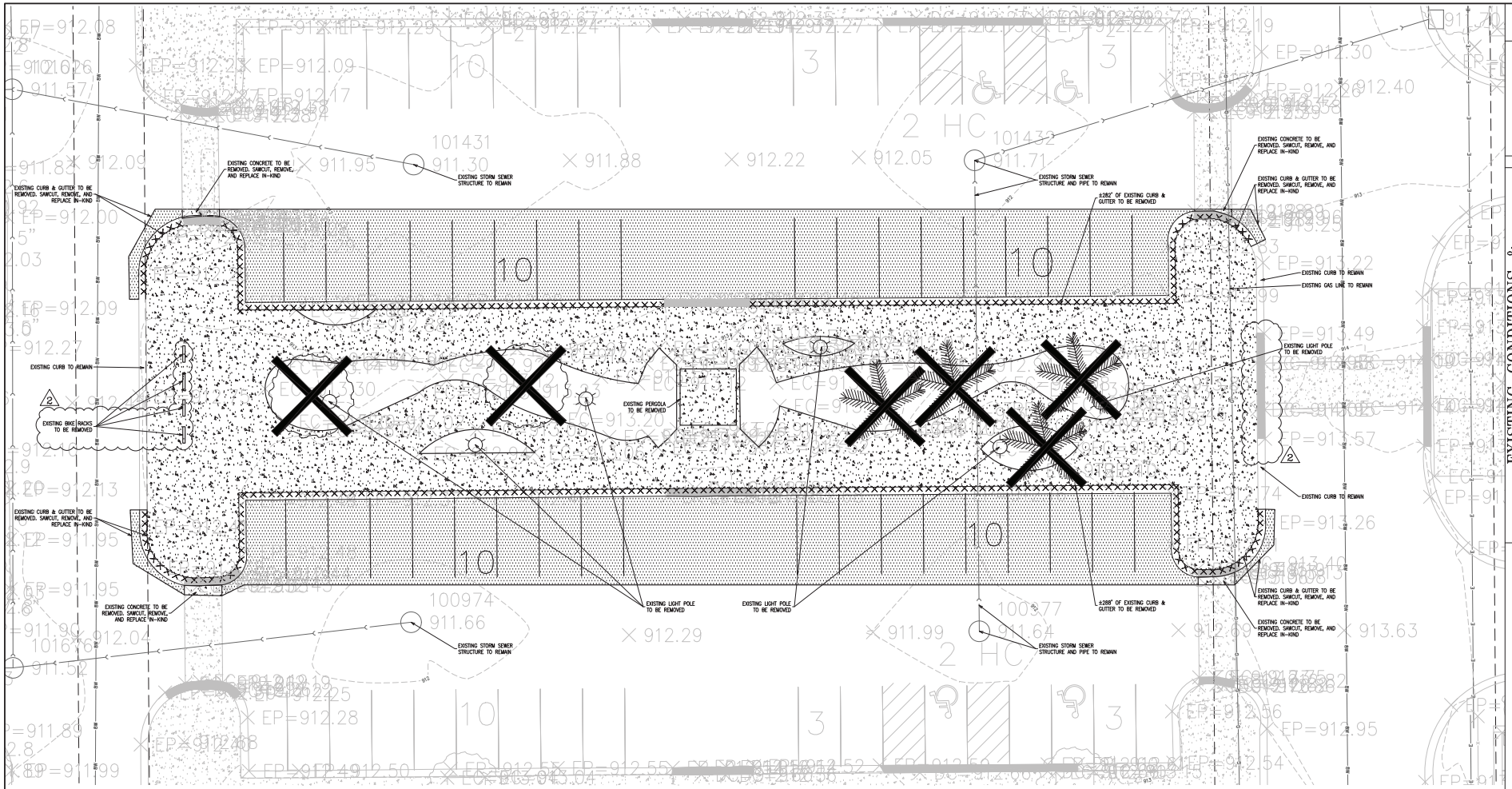
MIXTURE COMPOSITION	PARAMETER	INDIVIDUAL TEST (INCLUDES CONFINED EDGES)	UNCONFINED EDGE JOINT DENSITY MINIMUM
IL-9.5, IL12.5	Ndesign >= 90	92.0–96.0%	90%
IL-9.5, IL9.5L, IL-12.5	Ndesign < 90	92.5–97.4%	90%
IL-19.0, IL-25.0	Ndesign >= 90	93.0–96.0%	90%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0–97.4%	90%
SMA	Ndesign = 50 & 80	93.5–97.4%	91%
ALL OTHER	Ndesign = 30	93.0–97.4%	90%

GENERAL NOTES

1. ALL PAVING AND RELATED CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, ALL AMENDMENTS THERETO AND IN ACCORDANCE WITH THE LATEST EDITION OF THE SUBDIVISION REGULATIONS OF THE MUNICIPALITY. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.
2. ALL STORM SEWER, SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION AND IN ACCORDANCE WITH THE CURRENT SUBDIVISION REGULATIONS OF THE MUNICIPALITY UNLESS OTHERWISE NOTED ON THE PLANS.
3. STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY FOR UTILITY LOCATIONS.
5. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION," PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE COMMENCING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
6. NOTIFICATION OF COMMENCING CONSTRUCTION
   A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION.
   B. FAILURE OF THE CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME, WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT THE SITE AND PERFORM TESTING, WILL CAUSE THE CONTRACTOR TO SUSPEND OPERATION PERTAINING TO TESTING UNTIL THE TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. THE COST OF SUSPENSION OF WORK TO BE BORNE BY THE CONTRACTOR.
7. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES, FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO PROPERTIES SURROUNDING THE SITE.
8. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.
9. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET AT THE CONTRACTOR'S COST.
10. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWER STRUCTURES ARE TO BE ADJUSTED TO MEET FINAL FINISHED GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. FINAL GRADES ARE TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.
11. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL, SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE, AS DIRECTED BY THE ENGINEER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AT HIS OWN EXPENSE, TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.
12. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB AND GUTTER, CULVERTS, ETC., SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.
13. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED BY OWNER AND MUNICIPALITY.
14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
15. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED BY THE OWNER AND MUNICIPALITY.
16. UPON AWARDING OF THE CONTRACT AND WHEN REQUIRED BY THE MUNICIPALITY, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND WITH INSURANCE, IN THE AMOUNT REQUIRED BY THE MUNICIPALITY, GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY.
17. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO KNOWN AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, JACOB AND HEFNER ASSOCIATES, INC. IS RESPONSIBLE TO RESOLVE THE CONFLICT. JACOB AND HEFNER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE COST OF CONSTRUCTION.
18. THE OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.
19. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK.
20. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB SITE IN ACCORDANCE WITH OSHA REGULATIONS.
21. AT NO ADDITIONAL EXPENSE TO THE OWNER, THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS, STAKES OR LATH SET BY SURVEYORS FOR CONSTRUCTION AND OTHER MISCELLANEOUS ITEMS NO LONGER PRESENT PRIOR TO PROJECT COMMENCEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
22. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND THE SAFE MANAGEMENT OF TRAFFIC AND PEDESTRIANS WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS," LATEST EDITION AND IN CONFORMANCE WITH REGULATIONS OF THE MUNICIPALITY OR D.O.T.
23. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER COURSE OR SURFACE COURSE AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
24. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.
25. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
26. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF ARTICLE 201.05 OF THE STANDARD SPECIFICATIONS.
27. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.
28. ALL LIMBS, BRANCHES AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE.
29. ALL CUTS OVER ONE INCH IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER ONE INCH IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.
30. ANY DEWATERING OF SEWER AND WATER TRENCHES, AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED DURING SEWER AND WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF AT LEAST ONE FOOT BELOW THE BOTTOM OF THE PIPE. THE TRENCH SHALL BE BACKFILLED WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.
31. THE CONTRACTOR SHALL RECORD VIDEO OF THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.
32. AGGREGATE TRENCH BACKFILL WILL BE REQUIRED TO FULL DEPTH ABOVE ALL UNDERGROUND UTILITIES WITHIN TWO FEET OF PROPOSED OR EXISTING PAVEMENT, UTILITIES, BUILDINGS AND SIDEWALKS. AGGREGATE TRENCH BACKFILL SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT IDOT STANDARD SPECIFICATIONS. TRENCH BACKFILL AND BEDDING MATERIAL SHALL CONSIST OF CRUSHED GRAVEL CONFORMING TO IDOT GRADATIONS CA-6 OR CA-7. AGGREGATE TRENCH BACKFILL SHALL BE PLACED IN CONTROLLED LIFTS (12 INCH LOOSE MEASURE TYPICAL FOR GRANULAR MATERIAL) WITH EACH LIFT VIBRATORY COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY BASED ON A MODIFIED PROCTOR TEST (ASTM D 1557), OR IN THE CASE OF OPEN GRADED STONE, TO A FIRM, DENSE STATE AS OBSERVED BY THE GEOTECHNICAL ENGINEER OR ITS REPRESENTATIVE. PRIOR TO PLACEMENT OF THE NEXT LIFT. LIFT THICKNESS ADJUSTMENTS CAN ONLY BE DETERMINED/APPROVED BY THE GEOTECHNICAL ENGINEER (OR HIS REPRESENTATIVE) BASED ON THE SIZE/TYPE OF COMPACTING EQUIPMENT USED.
33. WHERE SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE.
34. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ONTO THE ROAD SUBGRADES. WHEREVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO STORM SEWERS. DAMAGE TO THE ROAD SUBGRADE OR LOT AREAS DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. FLUSHING OR USING THE HYDRANT TO MAKE ALL NECESSARY REPAIRS WILL BE AT HIS EXPENSE. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION WATER AT HIS EXPENSE.
35. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT LOCATIONS SHOWN ON THE PLANS OR AS SELECTED IN THE FIELD BY THE ENGINEER. INLET PROTECTION (INLET BASKETS) SHALL BE INSTALLED IN EACH STRUCTURE AS SOON AS THE STRUCTURE INSTALLATION IS COMPLETE. THE PURPOSE OF THE EROSION CONTROL WILL BE TO MINIMIZE THE AMOUNT OF SILTATION, WHICH NORMALLY ENTERS THE STORM SEWER SYSTEM FROM ADJACENT AND/OR UPSTREAM DRAINAGE AREAS.
36. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH ILLINOIS URBAN MANUAL AND SHALL BE MAINTAINED BY THE CONTRACTOR. EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL A SUITABLE GROWTH OF GRASS, ACCEPTABLE TO THE ENGINEER, HAS BEEN DEVELOPED.
37. UPON PROJECT COMPLETION, THE CONTRACTOR SHALL PROVIDE FINAL RECORD DRAWINGS TO THE OWNER AND ENGINEER FOR REVIEW PRIOR TO ANY REQUEST FOR FINAL INSPECTION. AT A MINIMUM, THE RECORD DRAWINGS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL SITE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, VERIFICATION OF ALL BUILDING PAD AND FINISHED FLOOR ELEVATIONS, UTILITY RIM AND INVERT ELEVATIONS, KEY PAVEMENT SPOT GRADE ELEVATIONS, LOCATIONS OF ALL WATER SERVICE B-BOXES, SANITARY SEWER SERVICES, AND STORM SEWER SERVICES AND SHALL INCORPORATE ALL FIELD DESIGN CHANGES INCLUDING THOSE APPROVED BY THE OWNER, ENGINEER AND/OR PROJECT GOVERNING AUTHORITY. THE RECORD DRAWINGS SHALL ALSO INCORPORATE FIELD DESIGN CHANGES THAT WERE NOT APPROVED BY OWNER, ENGINEER AND/OR PROJECT GOVERNING AUTHORITY. RECORD DRAWINGS SHALL BE PREPARED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL LAND SURVEYOR.

EARTHWORK

1. TOPSOIL EXCAVATION
   A. TOPSOIL, ORGANIC MATERIAL, OR ANY OTHER UNSUITABLE MATERIALS SHALL BE REMOVED FROM AREAS REQUIRING STRUCTURAL FILL.
   B. PLACEMENT OF EXCAVATED MATERIAL SHALL BE DESIGNATED BY THE OWNER FOR FUTURE USE WITHIN AREAS TO BE LANDSCAPED OR AS FILL IN THE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL.
   C. EXCESS MATERIALS NOT UTILIZED AS FILL OR NOT STOCKPILED FOR FUTURE LANDSCAPING, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.
2. EARTH EXCAVATION
   A. EXCAVATION OF EARTH AND OTHER MATERIALS, WHICH ARE SUITABLE FOR USE AS STRUCTURAL FILL SHALL BE WITHIN A TOLERANCE OF 0.05 FEET FOR PADS AND PAVEMENT, AT 0.1 FEET +/- OF THE PLAN SUBGRADE ELEVATIONS. THE +/- TOLERANCE WITHIN PAVEMENT AREAS UTILIZING EARTH MATERIALS SHALL "BALANCE" AS PART OF THE FINE GRADING OPERATION.
   B. PLACEMENT OF EARTH AND OTHER SUITABLE MATERIALS SHALL BE PLACED WITHIN THOSE AREAS REQUIRING STRUCTURAL FILL TO ACHIEVE THE PLAN SUBGRADE ELEVATIONS WITHIN A TOLERANCE OF 0.1 FEET +/-. THE FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS, NOT EXCEED EIGHT INCHES IN THICKNESS. THE WATER CONTENT SHALL BE ADJUSTED IN ORDER TO ACHIEVE THE REQUIRED COMPACTION. EARTH MATERIAL MAY BE PLACED WITHIN THOSE AREAS OF THE SITE NOT REQUIRING STRUCTURAL FILL, WITHIN THE PLAN SUBGRADE ELEVATION, IN AREAS REQUIRING STRUCTURAL FILL. THE EARTH MATERIAL SHALL NOT BE PLACED OVER TOPSOIL OR OTHER UNSUITABLE MATERIALS. THE STRUCTURAL SUBGRADE AREA SHALL EXTEND TO THE ZONE OF INFLUENCE IN ALL FILL AREAS.
   C. COMPACTION OF THE EARTH AND OTHER SUITABLE MATERIALS SHALL BE TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR DRY DENSITY. THIS INCLUDES AREAS WITHIN PROPOSED PAVEMENT AND BUILDING PAD LOCATIONS, SIDEWALKS, ETC. IN NON-STRUCTURAL FILL AREAS, 90% TO 95% OF THE MODIFIED PROCTOR DRY DENSITY IS REQUIRED.
3. UNSUITABLE MATERIAL
   A. UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL THAT IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION. IF IT IS ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND THE PROPOSED SUBGRADE ELEVATION, IT SHALL BE REMOVED AND REPLACED WITH SELECT GRANULAR MATERIAL APPROVED BY THE SOILS ENGINEER. THE DECISION TO REMOVE SAID MATERIAL AND TO WHAT EXTENT, SHALL BE MADE BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.
4. THE GRADING CONTRACTORS RESPONSIBILITIES
   A. MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
   B. SPREAD AND COMPACT UNIFORMLY ALL EXCESS TRENCH SPOIL, AS SPECIFIED, AFTER COMPLETION OF THE UNDERGROUND IMPROVEMENTS.
   C. SCARIFY AND COMPACT THE UPPER 12 INCHES OF THE SUITABLE SUBGRADE MATERIAL, AS SPECIFIED, IN ALL AREAS THAT MAY BE SOFT DUE TO EXCESS MOISTURE CONTENT. THIS APPLIES TO CUT AREAS AS WELL AS FILL AREAS.
   D. PROVIDE ADDITIONAL WATER TO DRY MATERIAL TO ADJUST THE MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.
   E. BACKFILL THE CURB AND GUTTER AFTER CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE MATERIAL.
   F. ACCOUNTABLE FOR IMPLEMENTATION OF THE "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES" AS DESCRIBED ON THE PLANS. ALL CONTRACTORS SHALL COMPLY WITH THE SWPPP AND NPDES REQUIREMENTS.
   G. PERFORM LIME STABILIZATION OF THE SUBGRADE MATERIAL IF REQUIRED BY THE



DEMOLITION NOTES

1) CONTRACTOR IS TO FIELD VERIFY EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO DEMOLITION. SOME UTILITIES MAY NOT BE SHOWN.
2) ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO DEMOLITION.
3) CONTRACTOR SHALL COORDINATE A RELEASE FROM THE ELECTRIC, GAS AND TELEPHONE COMPANIES PRIOR TO DEMOLITION.
4) NO WATER IS TO BE USED FROM A FIRE HYDRANT FOR DUST CONTROL WITHOUT A WATER METER, A BACKFLOW PREVENTER AND WATER DEPARTMENT APPROVAL.
5) ALL ADJOINING PUBLIC AND PRIVATE PROPERTY SHALL BE PROTECTED FROM DAMAGE CAUSED BY THE SITE DEMOLITION.
6) ALL WASTE MATERIALS SHALL BE REMOVED IN A MANNER THAT PREVENTS INJURY OR DAMAGE TO PERSONS, ADJOINING PROPERTIES, AND/OR RIGHT-OF-WAYS.
7) ALL WASTE MATERIALS SHALL BE DISPOSED OF OFFSITE IN AN APPROVED FACILITY.
8) THE SITE SHALL BE GRADED TO PREVENT THE ACCUMULATION OF WATER OR DAMAGE TO ANY FOUNDATIONS ON THE PREMISES OR ADJOINING PROPERTY.
9) CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS RELATED TO BUILDING DEMOLITION.
10) CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS NOT INDICATED FOR REMOVAL. SOME EXISTING TREES AND SHRUBS MAY NOT BE SHOWN ON THE PLANS.
11) ALL QUANTITIES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS TO VERIFY ALL QUANTITIES RELATED TO CONSTRUCTION.
12) REFER TO GRADING AND EROSION CONTROL PLAN FOR EROSION CONTROL MEASURES.
13) CONTRACTOR IS RESPONSIBLE FOR ANALYTICAL SAMPLING AND ANALYSIS ASSOCIATED WITH CCDD HAUL OFF.
14) PRIOR TO COMMENCING ANY DEMOLITION AND/OR CONSTRUCTION ACTIVITIES ON THE PROJECT WHICH MAY IN ANY WAY CREATE INVOLVEMENT WITH EXISTING PUBLIC UTILITIES, THE CONTRACTOR SHALL CONTACT THE UTILITY OR COMMUNITY INVOLVED. ADJUSTMENT OF ANY PUBLIC UTILITIES WITHIN THIS PROJECT AREA WILL BE DONE BY THE RESPECTIVE OWNERS OF SAID UTILITIES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE.
15) EXISTING CONDITIONS OBTAINED FROM A TOPOGRAPHIC SURVEY, PROVIDED BY JACOB AND HEFNER ASSOCIATES, DATED SEPTEMBER 23, 2021.

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GRAPHIC SCALE 1"=10'
0 5' 10' 20'

DEMOLITION LEGEND

- DENOTES EXISTING ASPHALT PAVEMENT TO BE REMOVED. CONTRACTOR TO DISPOSE OF ALL WASTE MATERIAL OFF-SITE.
- DENOTES EXISTING CONCRETE PAVEMENT TO BE REMOVED. CONTRACTOR TO DISPOSE OF ALL WASTE MATERIAL OFF-SITE.
- DENOTES EXISTING TREE REMOVAL. NO TREES SHALL BE REMOVED OUTSIDE OF EXISTING/PROPOSED RIGHT-OF-WAY.
- DENOTES EXISTING CURB & GUTTER REMOVAL. CONTRACTOR TO DISPOSE OF ALL WASTE MATERIAL OFF SITE.

No.	Description	Date
3	REVISED PER L.A.	07/21/26
2	REVISED PER VILLAGE	06/26/26
1	ISSUED FOR REVIEW	05/14/26

EXISTING CONDITIONS & DEMOLITION PLAN
COMMUNITY PAVILION
ALGONQUIN COMMONS
ALGONQUIN, ILLINOIS

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1" = 10'
C3.0

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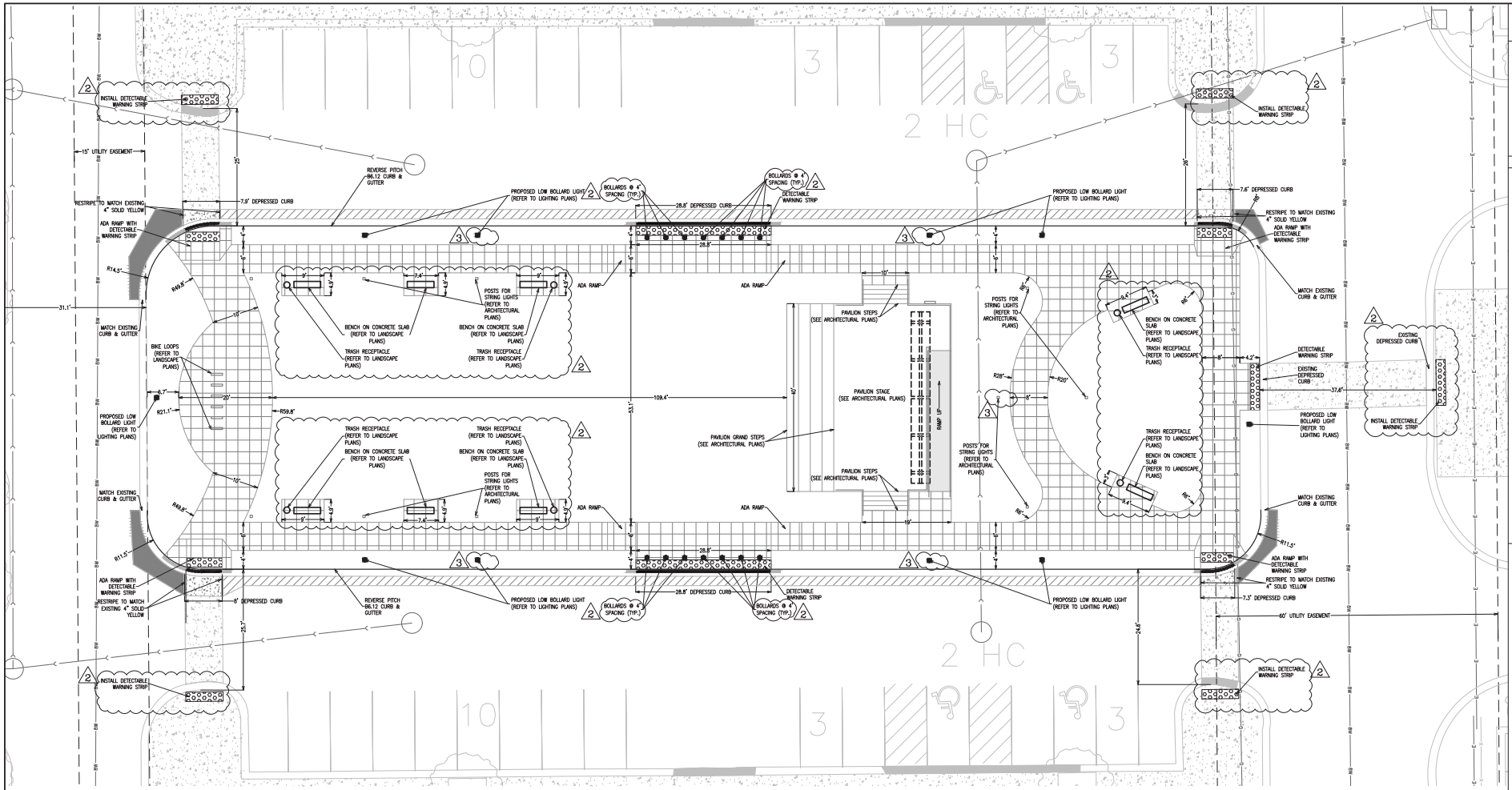

GEOMETRIC NOTES

1) ALL DIMENSIONS ARE FROM BACK OF CURB OR OUTSIDE FACE OF BUILDING UNLESS NOTED OTHERWISE.
2) INSTALL REVERSE PITCH B6.12 CURB AND GUTTER AT EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
3) STANDARD PITCH CURB AND GUTTER DENOTED BY HATCHING:
4) REVERSE PITCH CURB AND GUTTER DENOTED BY:
5) DEPRESSED CURB AND GUTTER DENOTED BY:
6) VARIABLE HEIGHT CURB & GUTTER DENOTED BY:
7) DETECTABLE WARNING STRIPS DENOTED BY:
8) ALL RADII ARE 4'-FT UNLESS NOTED OTHERWISE.
9) ALL PAVEMENT MARKINGS SHALL BE 4" PAINT CONFORMING TO MUNICIPAL STANDARDS, UNLESS NOTED OTHERWISE, OR AS PROVIDED FOR IN THE DETAILS.
10) THE CROSS SLOPE ON ALL SIDEWALKS SHALL NOT EXCEED 1.5%.
11) ALL SIDEWALKS INTERSECTING WITH CURB SHALL BE CONSTRUCTED WITH HANDICAP RAMPS.
12) STAIR AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO THE ARCHITECTURAL PLANS FOR DETAILS.
13) ALL LOT DIMENSIONS, SETBACK LINES, EASEMENTS, ETC., SHOWN ARE APPROXIMATE. SEE PLAT OF SUBDIVISION FOR EXACT DIMENSIONS.
14) FIBER EXPANSION JOINTS OF 3/4" FULL DEPTH BIT. FIBER MATERIAL SHALL BE INSTALLED AS REFERENCED IN THE PAVEMENT LEGEND (THIS SHEET) AND WHERE CONCRETE ABUTS ALL CURB, BUILDING, POLES OR OTHER STRUCTURES.
15) CONSTRUCTION JOINTS SHALL BE PLACED WHERE REQUIRED IN ACCORDANCE WITH ACI 330R GUIDE (LATEST EDITION) FOR DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS.

UTILITY NOTES

1) EXISTING UTILITIES HAVE BEEN SHOWN SCHEMATICALLY FOR THE CONTRACTOR'S GUIDANCE ONLY. ALL EXISTING UTILITIES MAY NOT BE SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND ELEVATION OF ALL UTILITIES THAT MAY BE AFFECTED PRIOR TO CONSTRUCTION.
2) ALL EXISTING UTILITY RIMS, GRADES RINGS, PEDESTALS, ETC., SHALL BE RAISED OR LOWERED AS REQUIRED TO MEET PROPOSED GRADES.

N

GRAPHIC SCALE 1"=10'
0 5' 10' 20'

LIGHT DUTY ASPHALT PAVEMENT
1.5" SURFACE COURSE, MIX "D", N50
1.5" HMA BINDER COURSE, IL-19, N50
8.0" CA-6 BASE COURSE

HEAVY DUTY ASPHALT PAVEMENT
2.0" SURFACE COURSE, MIX "D", N50
2.5" HMA BINDER COURSE, IL-19, N50
10.0" CA-6 BASE COURSE

SIDEWALK PAVEMENT
5.0" PCC PAVEMENT (4,000 PSI UNREINFORCED, BROOM FINISH)
4.0" CA-6 BASE COURSE
CONTRACTION JOINTS @ 5' C-C
EXPANSION JOINTS @ 50' C-C

CONCRETE PAVEMENT
7.0" PCC PAVEMENT, 4,000 PSI, A/E
4.0" CA-6 BASE COURSE
CONTRACTION JOINTS @ 15' C-C MAX.
EXPANSION JOINTS @ 60' C-C

No.	Description	Date
3	REVISED PER L.A.	07/21/26
2	REVISED PER VILLAGE	06/26/26
1	ISSUED FOR REVIEW	05/14/26

DIMENSIONAL CONTROL PLAN

COMMUNITY PAVILION
ALGONQUIN COMMONS
ALGONQUIN, ILLINOIS

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1" = 10'
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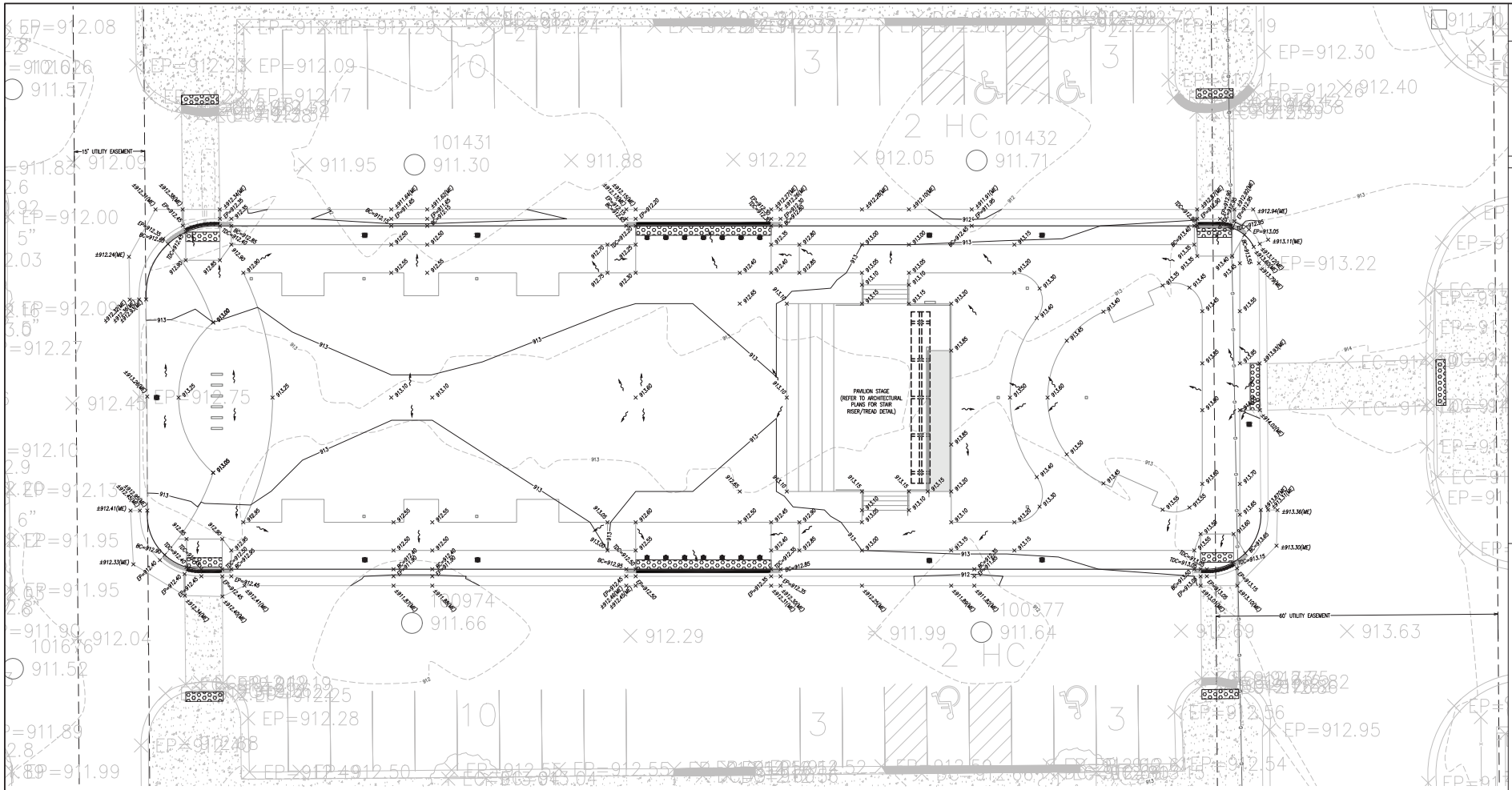

ADA GRADING NOTES

1) ALL SIDEWALKS INTERSECTING WITH CURBS SHALL BE CONSTRUCTED WITH HANDICAP ACCESSIBLE CURB RAMPS UNLESS OTHERWISE NOTED. SEE DETAIL FOR HANDICAP CURB RAMP CONSTRUCTION.
2) ALL HANDICAP ACCESSIBLE CURB RAMPS SHALL BE CONSTRUCTED WITH DETECTABLE WARNING SURFACES. SEE DETAIL FOR DETECTABLE WARNING SURFACE CONSTRUCTION.
3) THE CROSS SLOPE ON ALL SIDEWALKS SHALL NOT EXCEED 1.5%.
4) THE PAVEMENT SLOPE WITHIN HANDICAP ACCESSIBLE PARKING STALLS AND ADJACENT LOADING ZONES SHALL NOT EXCEED 1.5% IN ANY DIRECTION.

GRADING NOTES

1) ALL SPOT ELEVATIONS ARE THE TOP OF PAVEMENT OR FINISHED GRADE ELEVATIONS.
2) ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION.
3) CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE DURING CONSTRUCTION.
4) ALL PROPOSED GRADES SHALL MATCH EXISTING GRADES AT THE PROPERTY LINE.
5) SEE SPECIFICATIONS FOR SUBGRADE AND STRUCTURAL FILL COMPACTION REQUIREMENTS.
6) THE CROSS SLOPE ON ALL SIDEWALKS SHALL NOT EXCEED 1.5%.
7) THE SLOPE THROUGHOUT ALL HANDICAP PARKING STALLS SHALL NOT EXCEED 1.5% IN ALL DIRECTIONS.
8) DRIVEWAY SLOPES SHALL BE BETWEEN 2% AND 4%. IF THE DRIVEWAY LAYOUT OR LOCATION IS ALTERED, THE SLOPE SHALL BE CHECKED FOR SLOPE LIMITS.
9) PROPOSED RETAINING WALLS SHALL BE DESIGNED BY AN ILLINOIS LICENSED STRUCTURAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE STRUCTURAL DESIGN.
10) RETAINING WALL TYPE AND COLOR SHALL BE APPROVED BY THE OWNER AND ARCHITECT PRIOR TO CONSTRUCTION.
11) REFER TO ARCHITECTURAL PLANS FOR RAILING AND STAIRS DETAILS.

N

GRAPHIC SCALE 1"=10'
0 5' 10' 20'

GRADING LEGEND

XXX.XX = PROPOSED SPOT GRADE
EP=XXX.XX = PROPOSED EDGE OF PAVEMENT
BC=XXX.XX = PROPOSED BACK OF CURB
TDC=XXX.XX = PROPOSED TOP OF DEPRESSED CURB
±XXX.XX(ME) = MATCH EXISTING ELEVATION
= DRAINAGE FLOW ARROWS

No.	Description	Date
3	REVISED PER L.A.	07/21/26
2	REVISED PER VILLAGE	06/26/26
1	ISSUED FOR REVIEW	05/14/26

GRADING PLAN

COMMUNITY PAVILION
ALGONQUIN COMMONS
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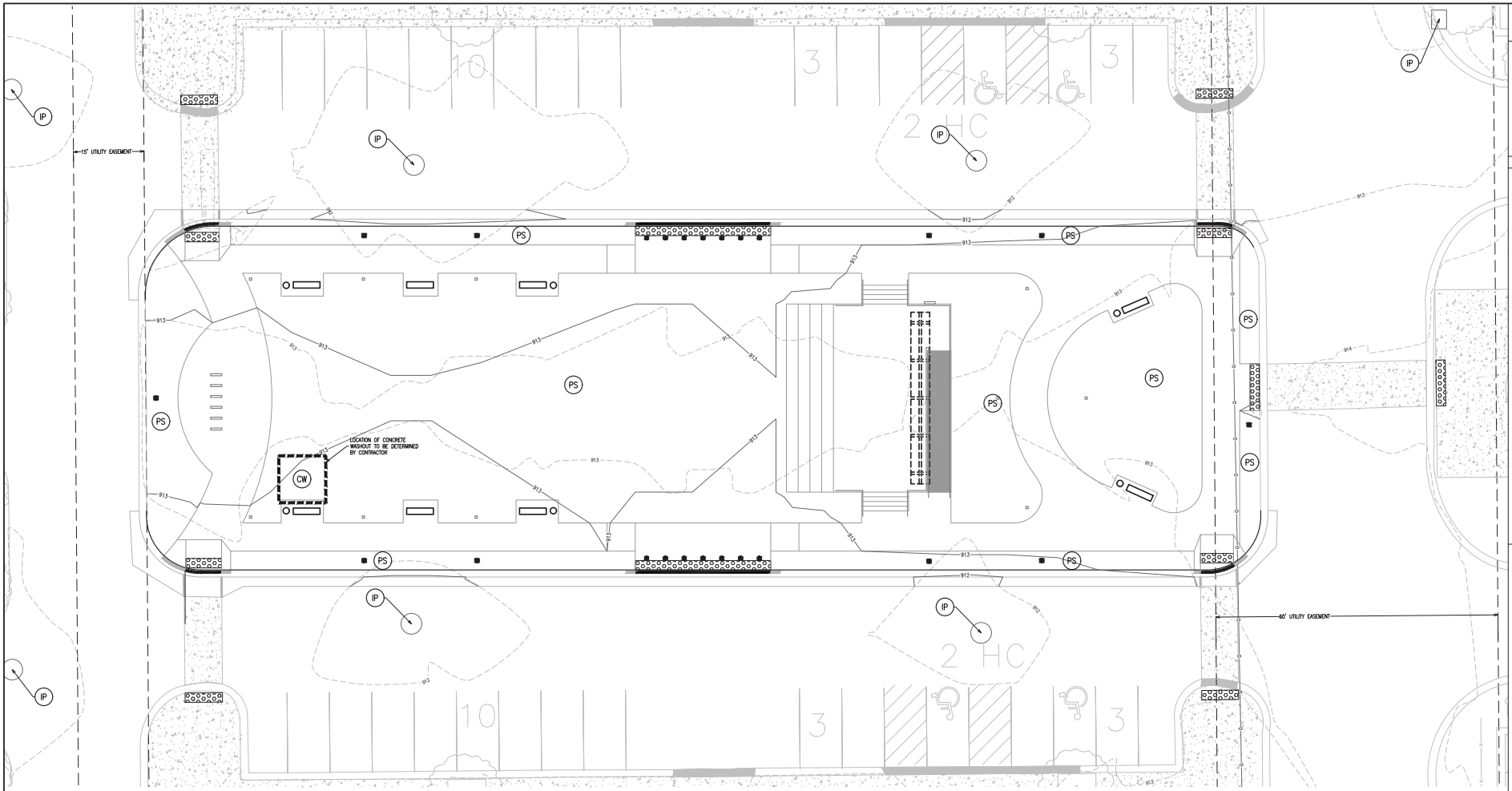

EROSION CONTROL NOTES

1) ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION.
2) EARTHWORK CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE DURING CONSTRUCTION.
3) EARTHWORK CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL.
4) EARTHWORK CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CLEAN PUBLIC ROADWAYS, FREE OF DIRT AND DEBRIS AT ALL TIMES.
5) OTHER EROSION CONTROL MEASURES SHALL BE IMPLEMENTED SHOULD AN INSPECTION OF THE SITE INDICATE A DEFICIENCY.
6) AREAS REACHING SUBSTANTIAL COMPLETION OF GRADING AND TOPSOIL PLACEMENT OPERATIONS SHALL BE PERMANENTLY SEEDED OR OTHERWISE LANDSCAPED WITHIN 14 DAYS FROM THE SUSPENSION OR COMPLETION OF GRADING AND TOPSOIL OPERATIONS.
7) SECONDARY CONTAINMENT SHALL BE REQUIRED FOR ANY BULK FUEL STORAGE THAT REMAINS ON-SITE FOR A PERIOD LONGER THAN 7 CALENDAR DAYS.
8) CONTAINMENT MEASURES SHALL BE REQUIRED FOR GENERATORS, PUMPS, MIXERS AND OTHER NON-ELECTRICAL POWERED EQUIPMENT THAT ARE TO BE STATIONED FOR LONGER THAN 24 HOURS.
9) EROSION CONTROL BLANKET SHALL BE PROVIDED IN ALL GREEN AREAS WITH SIDE SLOPES OF 4:1 OR STEEPER.
10) ALL GREEN AREAS SHALL BE DRESSED WITH A MINIMUM OF 6" OF TOPSOIL AND PERMANENT SEEDING.
11) APPROXIMATELY 0.44 ACRES SHALL BE DISTURBED BY THE PROPOSED DEVELOPMENT.

N

GRAPHIC SCALE 1"=10'
0 5' 10' 20'

EROSION CONTROL LEGEND

(IP) INLET PROTECTION
(CW) CONCRETE WASHOUT
(PS) PERMANENT SEEDING

NOTE: REFER TO SWPP PLAN SHEETS AND DETAILS FOR ADDITIONAL INFORMATION.

No	Description	Date
3	REVISED PER L.A.	07/21/26
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EROSION CONTROL PLAN

COMMUNITY PAVILION
ALGONQUIN COMMONS
ALGONQUIN, ILLINOIS

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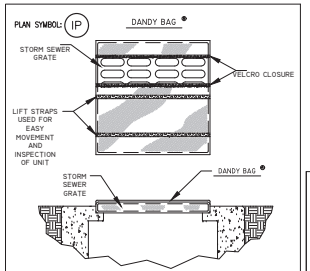
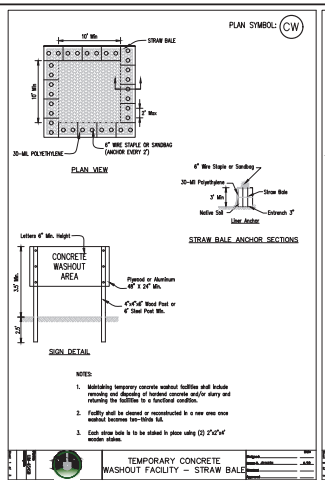
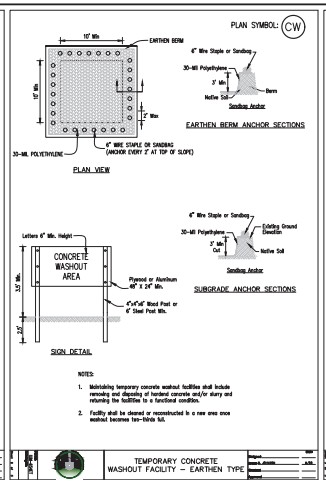
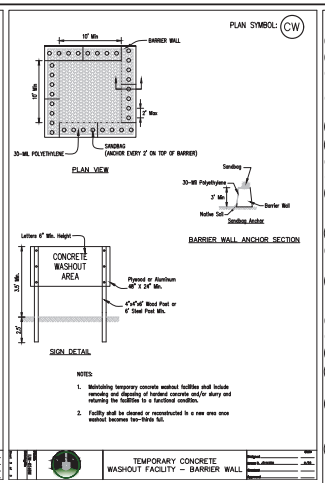
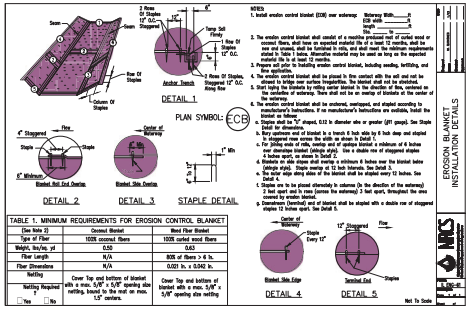
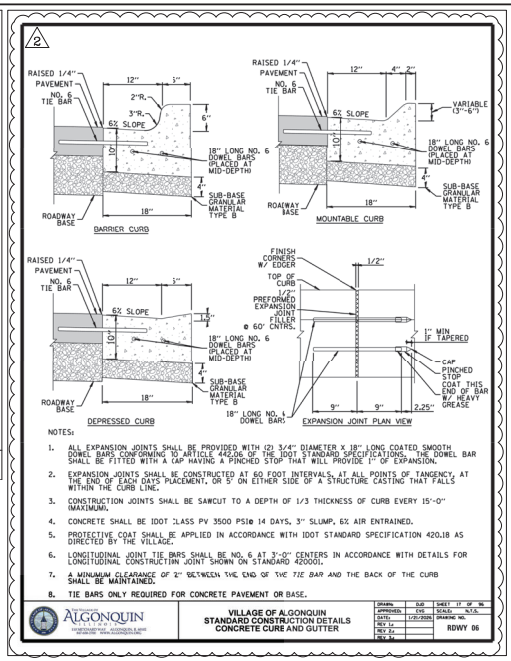






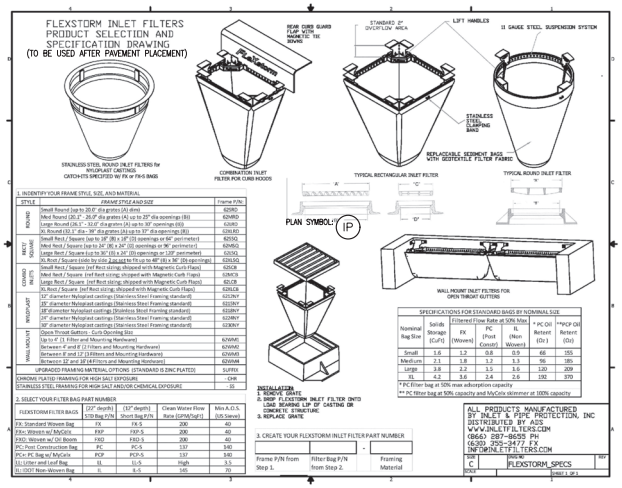


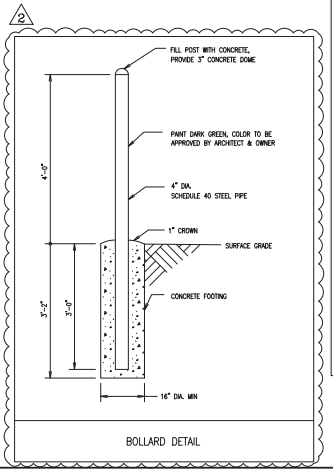


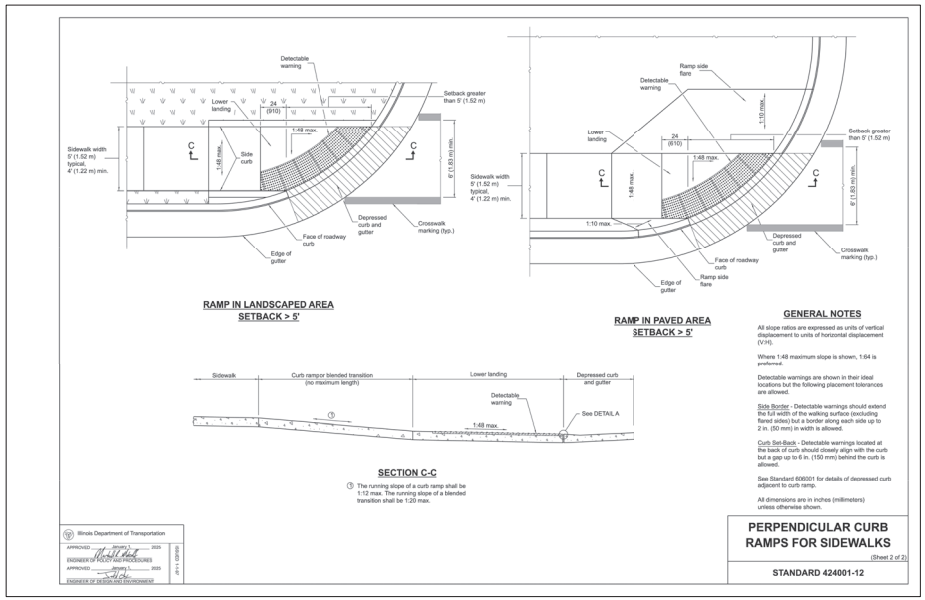


INLET PROTECTION PRACTICES

1) INLET PROTECTION BASKETS SHALL BE FLEXSTORM (OR APPROVED EQUAL). INLET PROTECTION BASKETS SHALL BE USED ON EXISTING INLETS THAT ARE LOCATED WITHIN PAVED AREAS
2) INLET PROTECTION BAGS SHALL BE DANDYBAG (OR APPROVED EQUAL). INLET PROTECTION BAGS SHALL BE USED ON ALL ON-SITE STORM SEWER GRATES UNTIL UPSTREAM TRIBUTARY AREAS OF STORM STRUCTURES ARE STABILIZED.







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No.	Description	Date
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1	ISSUED FOR REVIEW	05/14/26

DETAILS
COMMUNITY PAVILION
ALGONQUIN COMMONS
ALGONQUIN, ILLINOIS

D036aa
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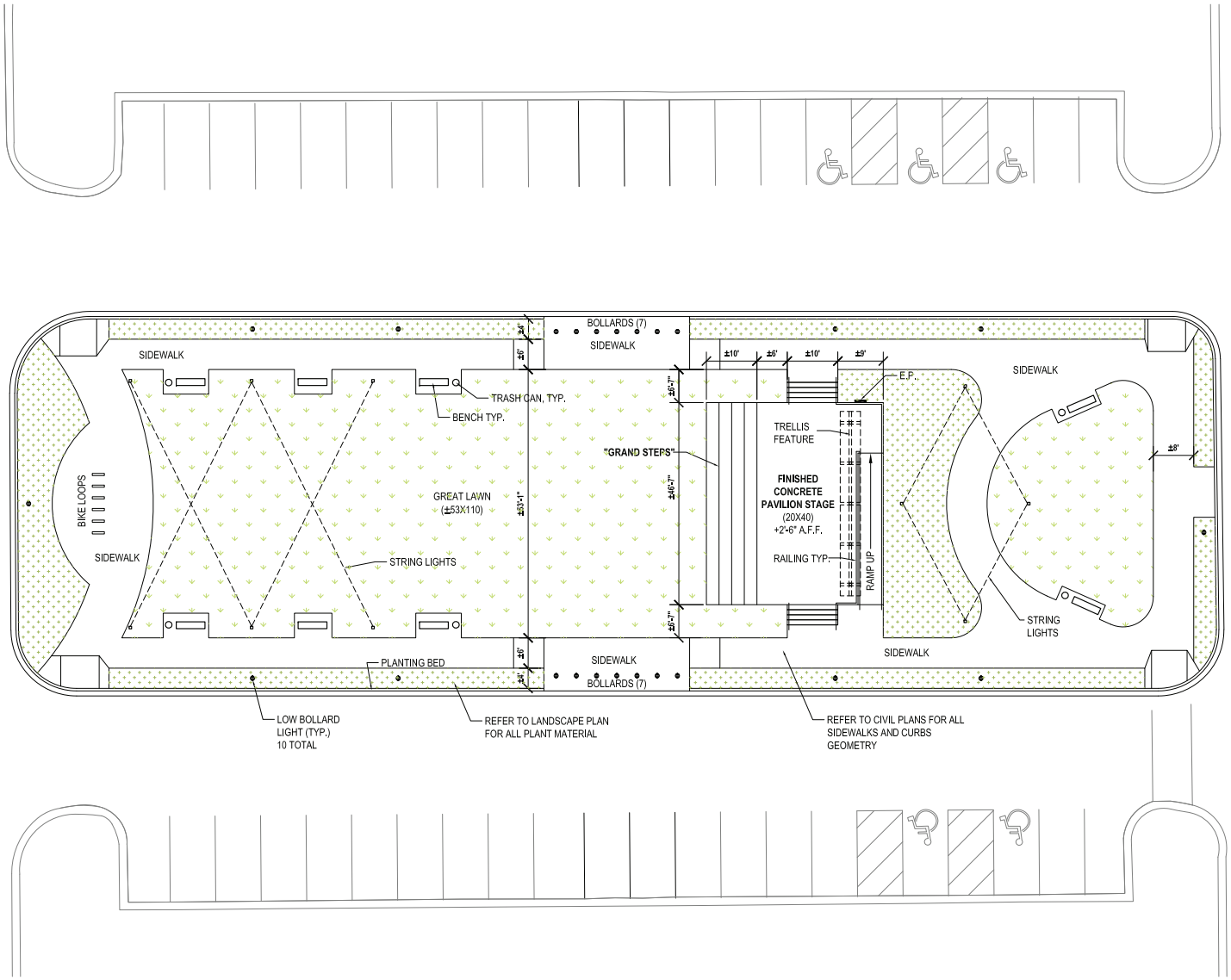

1 PROPOSED ARCHITECTURAL SITE PLAN
1" = 10'

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Architect of Record

ETHOS WORKSHOP ARCHITECTS
6200 Birdsong Rd
Concord, NC 28025
www.ethosworkshop.com

Participating Consultants

Other:

Project:
Algonquin Commons Community Pavilion
1900 S Randall Rd, Algonquin, IL 60102

Owner:
TREA Algonquin Commons Owner LLC
c/o M&J Wilkow Properties, LLC, Series 5M
20 South Clark Street, Ste 3000
Chicago, IL 60603

Drawing Title:
Architectural Site Plan

Issue/Revision		
No.	Date:	Description
1	05.15.26	Staff Review
2	07.21.26	Staff Comments

Project No.: 26013
Drawn By: SPA Checked By: SPA

Sheet No.
ASP1.0

ALGONQUIN COMMONS

PROPOSED EVENT LAWN | 2026

ETHOS WORKSHOP ARCHITECTS

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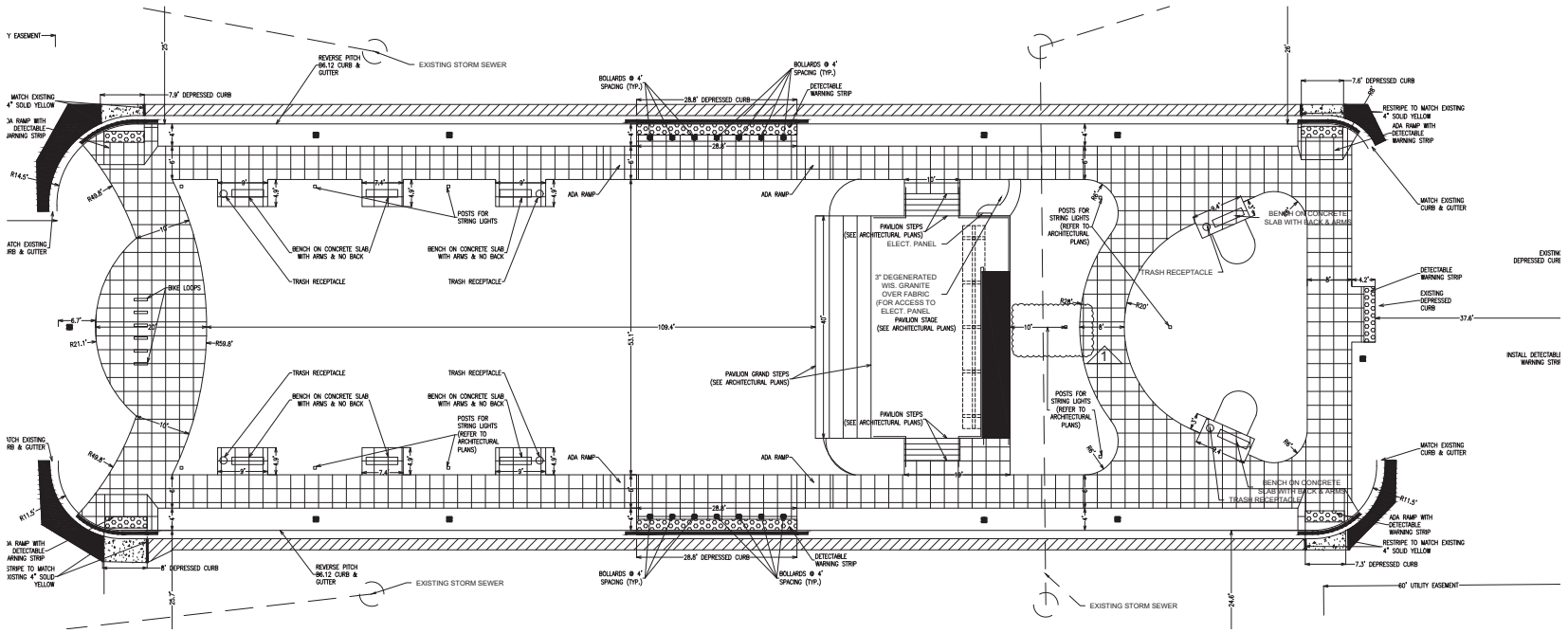

TRASH RECEPTACLE 6

BIKE LOOP 6 BRCS-101

METAL BENCH W/ ARMS, NO BACK 6

METAL BENCH W/ ARMS & BACK 2

NOTE:
MATCH BENCH & TRASH RECEPTACLE TO
EXISTING ON SITE (ALL BY VICTOR STANLEY)

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REVISIONS

1- PER GEOMETRICS 2026-7-23

ALGONQUIN COMMONS

1900 S. Randall Rd.
Algonquin, Illinois

IRG
Ives/Ryan Group, Inc.
Landscape Architecture
Park & Recreation Design
Municipal Consulting
www.ivesryangroupillinois.com

AMENITIES PLAN

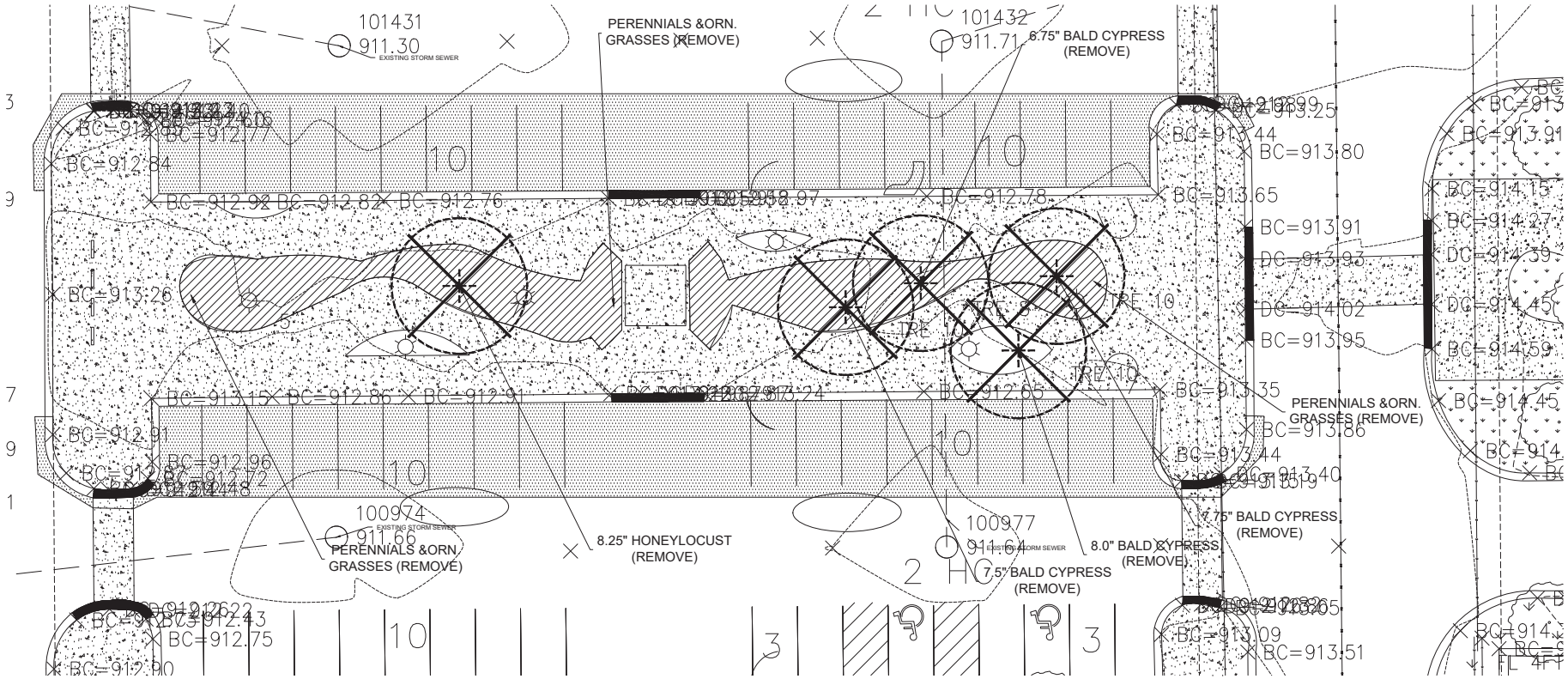
PROJECT NO.: L226
JOB NO.: 9454

DATE: 7/20/26
SCALE: 1"=10'
PLANNER: JMR
DRAWN BY: TJP
CHECKED:

SHEET L-1

811 Know what's below. Call before you dig.

SCALE 1" = 10'
0 10 20



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NO. 157-000128
REGISTERED LANDSCAPE ARCHITECT
STATE OF ILLINOIS

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SCALE 1" = 10'
0 10 20

VEGETATION REMOVAL PLAN

PROJECT NO.: L226
JOB NO.: 9454

DATE: 7/20/26
SCALE: 1"=10'
PLANNER: JMR
DRAWN BY: TJP
CHECKED:

SHEET L-2

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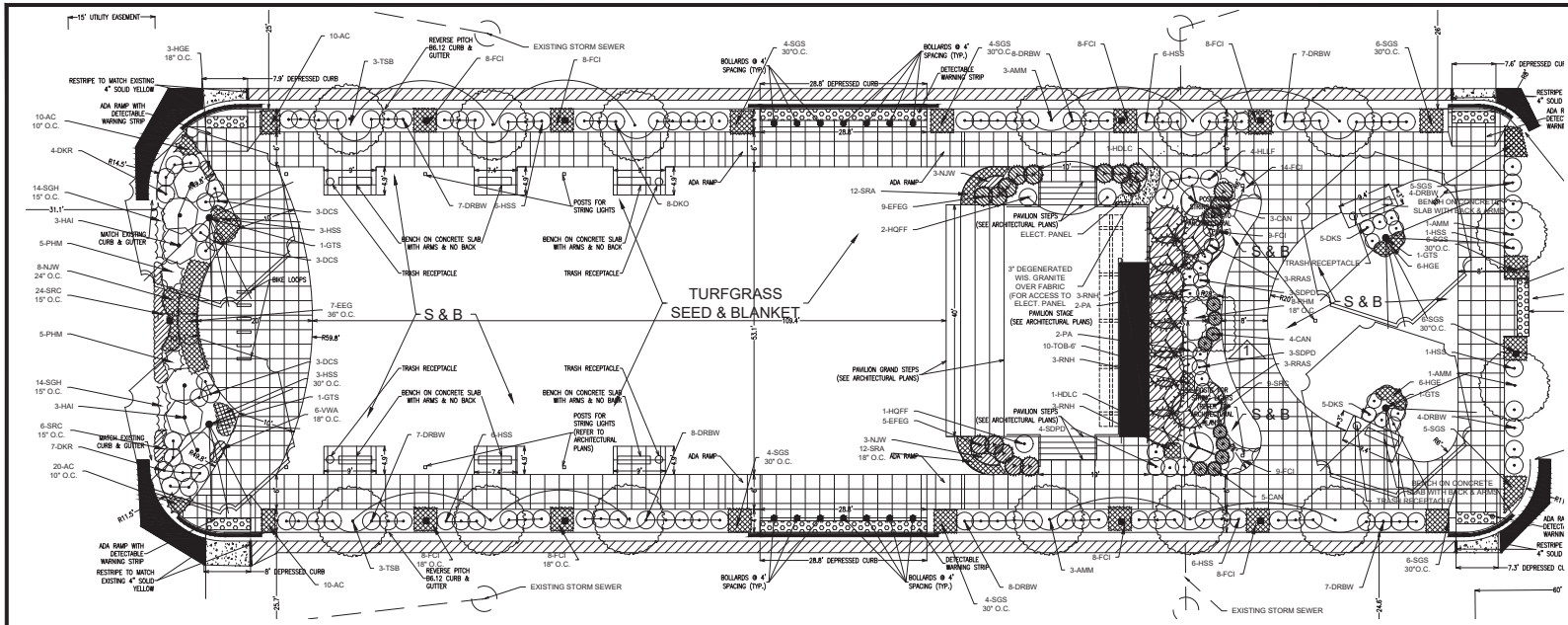


GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sun scald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements,

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs)

All plant material shall be guaranteed for one (1) year from the date of acceptance.

All completed planting beds and tree saucers, except for groundcover beds, shall be mulched with three (3) inches of un-dyed shredded hardwood bark. All groundcover beds shall be mulched with three (3) inches of pine bark fines.

PLANT LIST :
ALGONQUIN COMMONS, Algonquin, IL

7/20/26

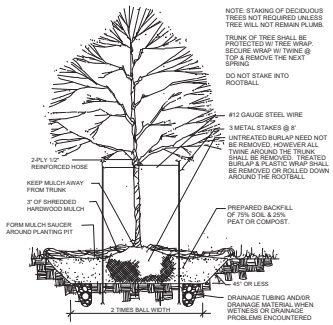
KEY	QUAN	BOTANICAL NAME	COMMON NAME	SIZE/CONTAINER
DECIDUOUS TREE				
AMM	8	Acer miyabei 'Morton'	State Street Maple	3.0"BB (Columnar Form)
GTS	4	Gleditsia t.'Skyline'	Skyline Honeylocust	3.0" BB
TSB	6	Taxodium d.'Mickelson'	Shawnee Brave Bald Cypress	3.0"BB (Columnar Form)
EVERGREEN TREES				
TOB	10	Thuja o.'Brabant'	Brabant Arborvitae	6.0' BB
EVERGREEN & BROADLEAF EVERGREEN SHRUBS				
CAN	12	Chamaecyparis p."Filifera Aurea Nana'	Jap False Cypress	#3 (30"OC)
EFEG	14	Euonyus f.'Emerald & Gold'	Emerald & Gold Euonymus	#3(36"OC)
EEG	7	Euonymus f.'Emerald Gaiety'	Emerald Gaiety Euonymus	#3 (36"OC)
DECIDUOUS SHRUBS				
DCS	6	Diervilla s.'LPDC Podaras'	Cool Splash Diervilla	#3
DKS	10	Diervilla x splendens'SMNDSS'	Kodiak Fresh Siervilla	#3
DKR	10	Diervilla 'SMNDSD'	Red 2.0 Kodiak Diervilla	#3
DRBW	68	Diervilla r.'SMDCS'	Ru-Bee Wren Diervilla	#3
HDLC	2	Hibiscus s.'SMNHSPCL'	Dk.Lavender Chiffon Hibiscus	#3
HAI	6	Hydrangea a.'Abetwo'	Incrediball Hydrangea	#5
HQFF	3	Hydrangea p.'SMNHPM'	Quick Fire Fab Hydrangea	#5
HSS	26	Hydranges p.'Rensun'	Strawberry Sundae Hydrangea	#3
RRAS	6	Rosa 'Cheweyesup'	Ringo All-Star Shrub Rose	#3
SDPD	10	Spiraea j. 'NCSX2'	Double Play Doozie Spirea	#3
ORNAMENTAL GRASSES				
FCI	87	Festuca x 'Cool as Ice'	Cool as Ice Fescue	#1(18"OC)
PHM	18	Panicum v.'Heavy Metal'	Heavy Metal Switch Grass	#1(18"OC)
SA	12	Sesleria autumnalis	Autumn Moor Grass	#1(15"OC)
SGH	30	Sesleria "Greenlee Hybrid'	Greenlee's Moor Grass (3-10flats-15"OC)	
SGS	38	Sorghastrum n. 'Golden Sunset'	Yellow Prairie Grass	#1(24"OC)
PERENNIALS & GROUNDCOVERS				
AC	50pl	Allium cernuum	Nodding Wild Onion`	(5-flats@10)(10"OC
HGE	15	Heuchera 'Grape Expecations'	Grape Expectations Alumroot	#1(18-24"OC)
HSS	6	Hosta "sum & Substance'	Sum & Substance Hosta	#1(36"OC)
NJW	11	Nepeta x faas.'Novanepjun'	Junior Walker Catmint	#1(18"OC)
PA	4	Perovskia atriplicifolia	Russian Sage	#1(36"OC)
RNH	9	Rudbeckia n.'Herbstonne'	Aut. Sun Blackeyed Susan	#1(24"OC)**
SHI	48pl	Sedum hyb.'Immergrunchen'	Little Evergreen Stonecrop	(2-flats@24)(20"OC)
SRA	24pl	Sedum rupestre 'Angelina'	Crooked Little Stonecrop	(1-flat@24)(18"OC)
SRC	48pl	Sedum s'Red Carpet'	Red Carpet Stonecrop	(2-flats@24)(15"OC)
VWA	6	Veronica 'Wizzard of Ahhs'	Wizzard of Ahhs Spedwell	#1(18"OC)

** NOTE: Available at Intrinsic Perennial Gardens Hebron, IL

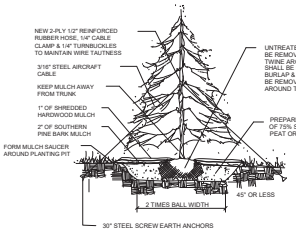
MATERIALS LIST:

30 .0	CY	Mulch (Shredded non-dyed Hardwood – per Specs)
39 .0	CY	Compost (Mushroom or Yard Waste –per Specs)
3.0	SY	Wis. Degenerated Granite @ 3" min. compacted depth over Fabric
772.0	SY	Turfgrass Seed & Straw Blanket

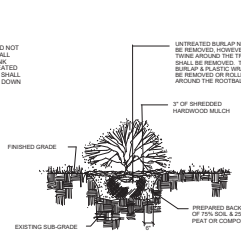
NOTE: THE QUANTITIES LISTED ABOVE ARE PROVIDED AS A CONVENIENCE. HOWEVER ALL BIDDERS AND THE INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING ALL QUANTITIES DURING BIDDING AND PRIOR TO CONTRACT AWARD TO VERIFY ANY DISCREPENCIES AND SHALL INSTALL ALL MATERIALS AS NEEDED TO REFLECT THE ILLUSTRATED AND SPECIFIED MATERIALS ON THIS LANDSCAPE PLAN SET.



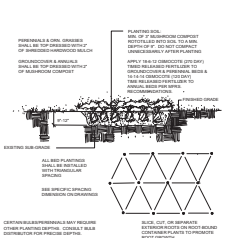
DECIDUOUS TREE
NTS



EVERGREEN TREE
NTS



SHRUBS
NTS



BED PLANTING DETAIL
(PERENNIALS, ORNAMENTAL GRASSES VINES, GROUNDCOVER & ANNUALS)
NTS

811 Know what's below. Call before you dig.

SCALE 1" = 10'
0 10 20

©2026 Ives/Ryan Group, Inc.
The drawings, specifications, design ideas, and other information contained within as prepared by the Landscape Architect and/or Land Planner for this project are instruments of the Landscape Architect's and/or Land Planner's service, for use solely with respects to this project and, unless otherwise provided, the Landscape Architect and/or Land Planner shall be deemed the author of these documents and shall retain all common law, statutory, and other rights, including copyright. This drawing is not to be reproduced without the expressed written consent of IVES/RYAN GROUP, INC.

REVISIONS

1- PER GEOMETRICS 2026-7-23

ALGONQUIN COMMONS

1900 S. Randall Rd.
Algonquin, Illinois

JOHN M. RYAN
NO. 157-000226
REGISTERED LANDSCAPE ARCHITECT

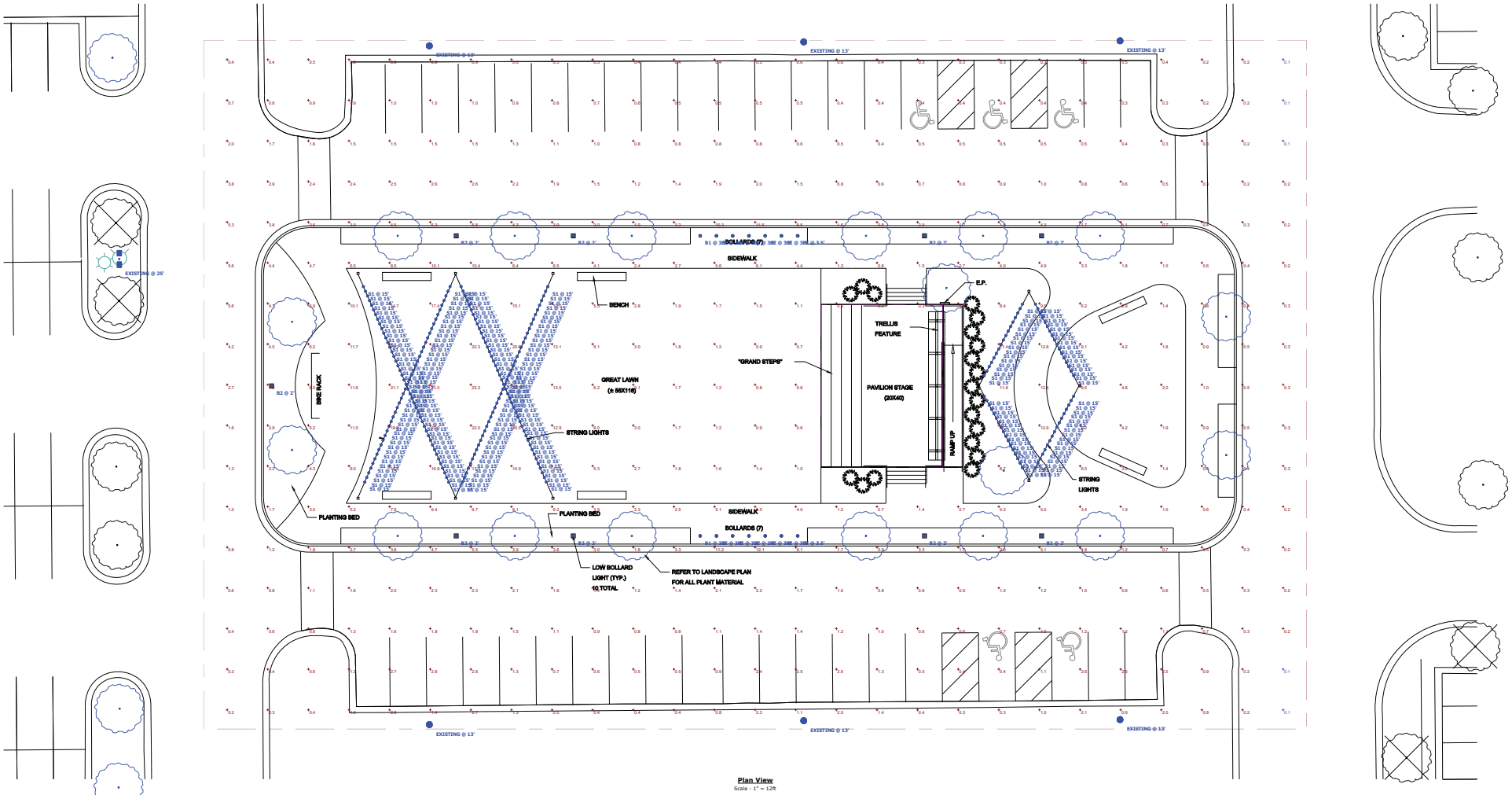
IRG
Ives/Ryan Group, Inc.
Landscape Architecture
Park & Recreation Design
Municipal Consulting
www.ivesryangroupillinois.com

LANDSCAPE PLAN

PROJECT NO.: L226 JOB NO.: 9454

DATE: 7/20/26
SCALE: 1"=10'
PLANNER: JMR
DRAWN BY: TJP
CHECKED:

SHEET L-3



Plan View
Scale - 1" = 12ft

Schedule

Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
○	B1	14	EC630 L1L20 40K	ECLIPSE Mini EC630		1	1894	1	33.6
○	B2	9	EC630 L1L8 40K	ECLIPSE Mini EC630		1	825	1	13.2
○	S1	240			9290037612 6.5W 6500K	1	800	1	6.5
▫	EXISTING	1	EAX2 P1 30K T2	EAX2 Area Luminaire P1 Package 3000K CCT Type 2		1	17751	1	231.8
○	EXISTING	6	PROL2-72L-270-3K7-4W-CL-HS	PROVIDENCE LARGE 2.0	C-70-CRI WITH CLEAR LENS DATA SHOWN IS ABSOLUTE. Street, Walkway, Wet Location	1	2086	1	60.5

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
CALC ZONE	+	3.2 fc	23.8 fc	0.1 fc	238.0:1	32.0:1

Designer

Date
05/27/2026
Scale
Not to Scale
Drawing No.

Summary

1 of 1

M&JWILKOW

Algonquin Commons
Common Lawn Area
Public Safety Plan

Public Safety Plan: Common Area Lawn

Property: Algonquin Commons
Purpose: Multi-use outdoor space for daily leisure and permitted special events.

1. Hours of Operation & Access

The Common Area Lawn operates within standard retail hours. Special events will also align with these parameters.

- **Monday – Saturday:** 10:00 AM – 9:00 PM
- **Sunday:** 11:00 AM – 6:00 PM
- **Vehicle Access:** All perimeter access drives will remain clear and unblocked.
- **Parking:** Standard property parking facilities are fully available for all daily visitors and event attendees.

2. Daily Security & Patron Conduct

- **On-Site Security:** The property is patrolled by a third-party security agency during all operational hours.
- **Rules of Use:** Guests must follow the official Algonquin Commons Code of Conduct, which is posted visibly on-site.
- **Enforcement:** Security personnel monitor the area to ensure compliance, safety, and a family-friendly environment.

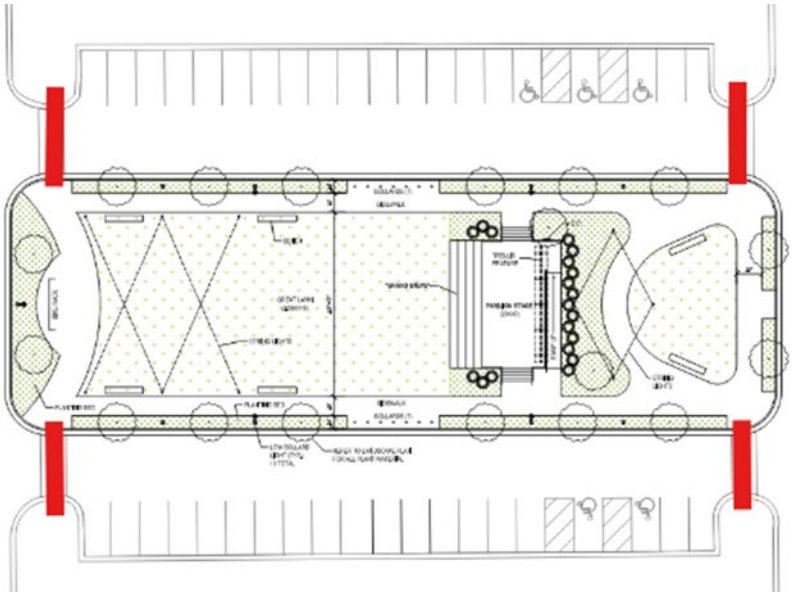
3. Special Event Protocols

For high-attendance events (e.g., concerts, fashion shows, holiday functions), safety measures will scale accordingly:

- **Personnel Scaling:** Third-party security staffing and hours will increase based on anticipated crowd size.
- **Law Enforcement:** Algonquin Commons will coordinate with the Algonquin Police Department to secure Special Details when necessary.
- **Crowd Control:** Perimeter fencing or temporary barricades will be deployed by security to cordon off event spaces when required. See Below image of potential barricade deployment*.

- **Permitting:** Specific security logistics, traffic plans, and crowd management details will besubmitted individually with each Public Event License Application.

- * Potential Barricade deployment, of access lanes adjacent to common lawn area.



Village of Algonquin

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: August 11, 2026

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

DEPARTMENT: Community Development

SUBJECT: Consider an Ordinance Amending the Zoning Code Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading

---

ACTION REQUESTED:

The Village of Algonquin, the "Petitioner", applied for approval of Text Amendments to the Zoning Code in Sections 21.8, Home Occupations, and 21.16, Off-Street Parking and Loading.

The Request was heard at the July 21, 2026, Committee of the Whole meeting and was continued with the request that Staff revise the language to allow pick-up trucks with a Class "D" license plate with a tow package, but no other equipment.

DISCUSSION:

Revised Zoning Code Text (Section 21.16.C.1):

> Parking facilities accessory to residential structures shall not be used for the parking or storage of any vehicle requiring a Class D or higher license plate or having a gross vehicle weight exceeding 10,000 pounds. This prohibition shall not apply to pick-up trucks requiring a Class D license plate or that have a gross vehicle weight of 12,000 pounds or less, are equipped with a hitch and related tow-equipment, and do not contain appurtenances such as service bodies, bed drawers, flatbeds, ladder racks, liftgates, or other similar equipment.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Text Amendment to Sections 21.8, Home Occupations, and 21.16, Off-Street Parking and Loading, as outlined in Exhibit C.

ATTACHMENTS:

- Exhibit A July 21, 2026 Committee of the Whole Meeting Staff Report
- Exhibit B Planning & Zoning Commission Staff Report for Case No. PZ-2026-12
- Exhibit C Revised Redlined Zoning Text Amendment

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

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: July 21, 2026

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

DEPARTMENT: Community Development

SUBJECT: Consider an Ordinance Amending the Zoning Code Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading

---

ACTION REQUESTED:

The Village of Algonquin, the "Petitioner", applied for approval of Text Amendments to the Zoning Code in Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading. The Text Amendments are intended to reflect changes made by the Illinois Secretary of State to vehicle license plate classifications over the past several years, including the creation of the Class "C" license plate.

COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at its July 13, 2026, meeting. No one from the public commented at the Public Hearing.

The Planning and Zoning Commission recommended approval of an amendment to Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading, as outlined in the staff report for PZ-2026-12. The Motion was approved 5-0.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Text Amendment to Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading, as outlined in the staff report for PZ-2026-12.

ATTACHMENTS:

- Exhibit A Planning & Zoning Commission Staff Report for Case No. PZ-2026-12
- Exhibit B DRAFT Minutes from the July 13, 2026 Planning & Zoning Meeting
- Exhibit C Redlined Zoning Text Amendment

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

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

CASE NUMBER:	PZ-2026-12
MEMO DATE:	July 8, 2026
PUBLIC HEARING DATE:	July 13, 2026
PETITIONER:	Village of Algonquin

REQUEST SUMMARY

The Village of Algonquin, the "Petitioner", applied for approval of Text Amendments to the Zoning Code in Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading.

STAFF RECOMMENDATION

Staff recommends approval of this text amendment.

DISCUSSION OF STAFF RECOMMENDATION

Key:
Notes/Moved Text
New Text
~~Deleted Text~~
No Changes to Text

Section 21.16 Off-Street Parking and Loading

The amendment is intended to reflect changes made by the Illinois Secretary of State to vehicle license plate classifications over the past several years, including the creation of the Class "C" license plate. Because Class "C" plates may now be issued to common household vehicles, the Village Board directed staff to review the existing residential parking regulations. Based on that review, staff recommends amending the Code to allow vehicles displaying Class "C" license plates to park in residential zoning districts.

- Update language to allow Class "C" plates in residential districts (Section 21.16.C.1)

C. ADDITIONAL REGULATIONS, PARKING.

1. **Use of Parking Facilities.** Off-street parking facilities accessory to residential use and developed in any residential district in accordance with the requirements of this Section shall be used solely for the parking of vehicles owned by occupants of the dwelling structures to which such facilities are accessory or by guests of said occupants. Driveways shall comply with design requirements set forth in Chapters 22 and 26 of this Code.

~~Under no circumstances shall required parking~~ Parking facilities accessory to residential structures shall not be used for the parking or storage of ~~commercial~~ vehicles bearing license plates higher than ~~class~~Class "~~B~~C" ~~license plates~~ and ~~shall not exceed~~ having a gross vehicle weight ~~of~~exceeding ~~8,000~~10,000 pounds.~~, or for the parking of vehicles belonging to the employees, owners, tenants, visitors, or customers of business or manufacturing establishments.~~

Section 21.8 Home Occupations
The amendment updates parking regulations consistent with the proposed amendment to Section 21.16.

- Remove language for Class "B" license plates and add reference to Section 21.16.C (Section 21.8.B.11)

> 11. **Vehicle Use**. Parking and use of trucks or other vehicles associated with a home occupation, whether on private or public property, shall conform with regulations concerning parking and use of commercial vehicles in residential areas as delineated in this Chapter, the Code, or any other Village ordinance, including the establishment of load limits upon the streets of the Village. There shall be a limit of one vehicle that is associated with the home occupation. Vehicles used in a home occupation shall ~~not have a higher class than "B" license plates and shall not exceed a gross vehicle weight of 8,000 pounds if parked at home~~adhere to the requirements of Section 21.16.C Off Street Parking and Loading.

STAFF RECOMMENDATION

The proposed text amendments to the zoning code meet all applicable standards and will not negatively impact the public health, safety, comfort, convenience, and general welfare of the Village of Algonquin. Based on these findings, staff recommends that the Planning and Zoning Commission make a recommendation to the Village Board to **approve** the following motion:

1. "To approve an amendment to Sections 21.8 Home Occupations and 21.16 Off-Street Parking and Loading, as outlined in the staff report for PZ-2026-12."

I concur:

Patrick M Knapp, AICP
Director of Community Development

Attachments:
- Exhibit A. Current Zoning Code: Chapter 21

9. **Equipment**. No mechanical or electrical equipment shall be installed or maintained other than what is customarily incidental to a dwelling unit. No mechanical or electrical equipment shall be operated that interferes with the use and enjoyment of neighboring properties or indicates that the structure is being used for a non-residential purpose.

10. **Parking**. The conduct of the home occupation shall not require more vehicle parking space than exists on the residential drive on the property, or on assigned parking spaces servicing the dwelling unit. The conduct of the home occupation shall not reduce or render unusable any areas provided for required off-street parking, or prevent the number of vehicles intended to be parked in a garage from doing so. If a greater restriction on parking is imposed by any private covenants or homeowners' association declarations, then such covenants or declarations shall govern.

11. **Vehicle Use**. Parking and use of trucks or other vehicles associated with a home occupation, whether on private or public property, shall conform with regulations concerning parking and use of commercial vehicles in residential areas as delineated in this Chapter, the Code, or any other Village ordinance, including the establishment of load limits upon the streets of the Village. There shall be a limit of one vehicle that is associated with the home occupation. Vehicles used in a home occupation shall ~~not have a higher class than "B" license plates and shall not exceed a gross vehicle weight of 8,000 pounds if parked at home~~adhere to the requirements of Section 21.16.C Off Street Parking and Loading.

12. **Nuisances Prohibited**. Home occupations shall not be operated in such a manner as to create or cause a nuisance. Examples of nuisances include, but are not limited to, the following:

    a. Noise in excess of normal daily activity for a residential area, measured at the lot line of the premises, or exterior to party walls in attached single-family or multi-family dwelling units.

    b. The emission of odorous matter, vibrations, smoke, dust, heat, or glare in such quantities as to be readily detectable at any point along lot lines, or exterior to party walls in attached single-family or multi-family dwelling units.

    c. The creation of aesthetic problems or health hazards in the storing or disposing of refuse or waste materials emanating from the activity.

    d. The creation of hazards that would or could endanger the dwelling unit or its occupants, or other structures, or their occupants, by reason of additional fire, health, safety, or environmental hazards.

13. **Health and Safety Requirements**. The person(s) engaging in the home occupation shall comply with all applicable regulations of the Community Development Department, Police Department, fire protection district, and other applicable agencies, including the right of inspection.

accordingly, provided that existing parking or loading facilities shall be increased so that the facilities would at least equal or exceed the parking or loading requirements resulting from application of the provisions of this Chapter to the entire building or structure as modified.

4. **Existing Parking and Loading Spaces**. Accessory off-street parking and loading spaces in existence on the Effective Date may not be reduced in number unless already exceeding the requirements of this Section for equivalent new construction in which event said spaces shall not be reduced below the number required herein for such equivalent new construction.

5. **Permissive Parking and Loading Spaces**. Nothing in this Section shall prevent the establishment of off-street automobile parking or loading facilities to serve any existing use of land or buildings, subject to full compliance with the provisions of this Section, unless on a lot adjacent thereto without authorization by the Village Board.

6. **Damage or Destruction.** Any building, structure, or use that is in existence and is a conforming use on the Effective Date and that subsequently shall be damaged or destroyed, less than 50 percent as determined by the Building Commissioner, by fire, collapse, explosion, or other cause may be reconstructed, re-established, or repaired with or without off-street parking or loading facilities, except that parking or loading facilities equivalent to any maintained at the time of such damage or destruction shall be restored or continued in operation. However, it shall not be necessary to restore or maintain parking or loading facilities in excess of those required by this Chapter for equivalent new construction.

7. **Tables for Required Parking and Loading**. Requirements governing the number and location of off-street parking and off-street loading facilities in relation to the use of property are established herein, or refer to Chapter 26, Site Plan and Development Review Requirements, of this Code.

C. ADDITIONAL REGULATIONS, PARKING.

1. **Use of Parking Facilities**. Off-street parking facilities accessory to residential use and developed in any residential district in accordance with the requirements of this Section shall be used solely for the parking of vehicles owned by occupants of the dwelling structures to which such facilities are accessory or by guests of said occupants. Driveways shall comply with design requirements set forth in Chapters 22 and 26 of this Code

~~Under no circumstances shall required parking~~ Parking facilities accessory to residential structures shall not be used for the parking or storage of ~~commercial vehicles~~any vehicle requiring a ~~higher than class~~Class "~~B~~D" or higher license plate~~s and shall not exceed~~or having a gross vehicle weight ~~of~~ exceeding ~~8,000~~10,000 pounds~~.~~, ~~or for the parking of vehicles belonging to the employees, owners, tenants, visitors, or customers of business or manufacturing establishments.~~ This prohibition shall not apply to pick-up trucks requiring a Class D license plate that have a gross vehicle weight of 12,000 pounds or less, are equipped with a hitch

and related tow-equipment, and do not contain appurtenances such as service bodies, bed drawers, flatbeds, ladder racks, liftgates, or other similar equipment.

2. **Joint Parking Facilities.** Off-street parking facilities for different buildings, structures, or uses, or for mixed uses, may be provided collectively in any zoning district in which separate parking facilities for each constituent use would be permitted, provided that the total number of spaces so located together shall not be less than the sum of the separate requirements for each use. If joint parking facilities are provided for uses with different peak hours, than the parking requirements shall be decreased by 20 percent, or as approved by the Village Board.

3. **Control of Off-Site Facilities**. When required accessory off-street parking facilities are provided elsewhere than on the lot on which the principal use served is located, they shall be in the same possession, either by deed or long-term lease, as the property occupied by such principal use, and the owner shall be bound by covenants filed of record in the office of the Recorder of Deeds of the appropriate county requiring the owner and its heirs and assigns to maintain the required number of parking spaces during the existence of said principal use.

4. **Permitted Districts for Accessory Parking**. Accessory parking facilities provided elsewhere than on the same zoning lot with the principal use served may be located in any zoning district except as follows:

   a. No parking facilities accessory to an apartment use shall be located in the R-1 or R-2 Districts;

   b. No parking facilities accessory to any business or manufacturing use shall be located in a Residential District, except when authorized by a Special Use Permit approved by the Village Board as prescribed hereinafter.

5. **Nonresidential Parking in Residential Districts**. Accessory off-street parking facilities serving nonresidential uses of property may be permitted in the R-3 and R-4 Districts when authorized by a special use permit approved by the Village Board, subject to the following requirements in addition to all other relevant requirements of this Section:

   a. The parking lot shall be accessory to and for use in connection with one or more nonresidential establishments located in adjoining districts or in connection with one or more existing professional or institutional office buildings or institutions;

   b. Said parking lot shall be used solely for the parking of passenger automobiles;

   c. No commercial storage, repair work, or service of any kind shall be conducted on said parking lot;

   d. No sign of any kind, other than signs designating entrances, exits, and conditions of use, shall be maintained on said parking lot;

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 27, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Crack Seal Pavement Maintenance

A critical component of the Village's annual roadway maintenance program includes the use of crack sealing to treat damaged roadways. This prevents the spreading of cracks by preventing the infiltration of water and the freeze/thaw cycle, which helps extend the life of the Village's roadways.

The City of Crystal Lake recently held and opened the MPI crack sealing bid on March 25, 2026, in which the Village participated in. There were 3 bidders, with Patriot Pavement out of Wheeling, IL being the lowest bidder. Based on the pricing submitted and past positive experience with Patriot Pavement, staff would like to recommend a contract be awarded to Patriot Pavement for the 2026 program with the option for a one-year extension. The Village has enough budgeted to complete around 29,000 pounds of crack seal application this fiscal year, therefore, the prices for 2026 is: $1.70 per pound and for 2027, $1.76 per pound. Money for this service is budgeted in the General Services Street Maintenance Fund. The FY 26/27 budget included $50,000.00 worth of work to be completed.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the crack seal application, contract at the cost of $1.70 per pound, for a total not to exceed $49,500.00 for the 2026 contract, to Patriot Pavement Maintenance. We also recommend further action to authorize the Village Manager or his designee to sign an extension of this contract for an additional year at the prices provided in the bid document and noted above.

Crack Sealing	**Bid Opening: 3/25/26, 10:00am**								
	SKC Construction, West Dundee, IL			**Patriot Pavement,** Wheeling, IL			**Denler,** Joliet, IL		
Pay Item	**Total Estimated Quantity (Pounds)**	**Unit Price**	**Annual Cost**	**Total Estimated Quantity (Pounds)**	**Unit Price**	**Annual Cost**	**Total Estimated Quantity (Pounds)**	**Unit Price**	**Annual Cost**
Base Bid Year 1 (2026) Crack Sealant for Asphalt Pavement Applied - Year 1	141,000	$1.940	**$273,540.00**	141,000	$1.700	**$239,700.00**	141,000	$2.400	**$338,400.00**
Base Bid Year 2 (2027) Crack Sealant for Asphalt Pavement Applied - Year 1	141,000	$1.990	**$280,590.00**	141,000	$1.760	**$248,160.00**	141,000	$2.570	**$362,370.00**
Bid Alternate:	**Unit Price per Hour**			**Unit Price per Hour**			**Unit Price per Hour**		
Sweeper with Disposal at Municiapl Facility	$195.00			$175.00			$125.00		
Sweeper with Disposal Performed by the Contractor	$230.00			$195.00			$230.00		

PATRIOT
PAVEMENT MAINTENANCE

July 15, 2026

Village of Algonquin
2200 Harnish Drive
Algonquin, IL

Project Location : Village of Algonquin

Scope of Work: Crack Sealing **$49,500.00**

Crack Sealing per the terms of the McHenry County MPI 2026 Crack Sealing Program Joint Bid.

Accepted By: _____

165 W. HINTZ ROAD WHEELING, IL 60090
T (847) 813-9034 U WWW.PATRIOTPAVEMENT.NET

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: July, 29 **, 20** 26 **Purchase Order No.**

Project: Crack Sealing	**Location:** Through out town
Originating Department:	

Owner	Consultant/Vendor	Developer
Village of Algonquin Address: 110 Mitchard Way, Algonquin IL. 60102 **Phone:** 847-658-1284 **Fax:** **Contact:** vincekilcullen@algonquin.org	Name: patriot Pavement Maintenance Address: 165 W. Hintz Rd. Wheeling, IL 60090 **Phone:** 847-813-9034 **Fax:** **Contact:** matt@patriotpavement.net	**(where applicable)** **Phone:** **Fax:** **Contact:**

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: $ 49,500.00

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:

- ⊬ **General Contract, dated _____, 20__**
- ⊬ **Specification No(s): _____, dated _____, 20__**
- ⊬ **Plans dated : _____**
- ⊬ **Addendum No(s): _____**
- ⊬ **Other: _____**

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Crack Seal per lb	Price for crack seal per pound	$ 49,500.00 NOT TO EXCEED	$ 49,500.00
			TOTAL	$ 49,500.00

NOTES:

1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required.

ACCEPTANCE OF PURCHASE AGREEMENT

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONSULTANT/VENDOR:

_____

By:_____

Representative of Vendor authorized to execute Purchase Agreement

OWNER:
Village of Algonquin

By:_____

Title:_____

Dated:_____

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

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

3. Familiarity With Plans; Qualifications: Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/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 Consultant/Vendor, its agents or employees.

4. Safety: Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.

5. Extra's and Change Orders: No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have 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 Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. Taxes: This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05.**

8. Payment: The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/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. Consultant/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 Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 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.

9. Consultant/Vendor Warranty: Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

10.1 Consultant/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 commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) 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 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

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

11. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, 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") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/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 Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/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.

14. Compliance With Laws:. During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

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 Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

16. Records, Reports and Information: Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase 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 Consultant/Vendor on a mutually agreed date and time.

17. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner by 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.

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

20. Controlling Law, Severability: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

CONSULTANT/VENDOR:

_____ _____

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate $1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence $1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory
Limits: Coverage B $1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** ☐ ***Required if an "x"***

Limits: Each Occurrence and in the aggregate $2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence $1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or

2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor’s liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

This is **SCHEDULE A**, consisting of _____ pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)** No. _____ effective _____, 20_____

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

This is **SCHEDULE B**, consisting of _____ pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)** No. _____ effective _____, 20_____

Contract Price – Vendor/Services

Schedule C

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.

This is **SCHEDULE D**, consisting of _____ pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)** No. _____ effective _____, 20_____

Supplemental Terms and Conditions

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 07/29/2026

TO: Committee of the Whole
Tim Schloneger, Village Manager.

FROM: Michael Reif Internal Services Supervisor/Fleet Manager

SUBJECT: Purchase of a New Streets Division Sign Shop Bucket Truck.

Staff requests Village Board approval to purchase a new bucket truck for the Streets Division Sign Shop from USSI of Appleton, Wisconsin, through the Sourcewell Cooperative Purchasing Contract No. 091125-TIM, at a purchase price of $306,537.00.

Due to ongoing fluctuations in the commercial vehicle market and the potential for manufacturer pricing adjustments prior to final order acceptance, staff is requesting authorization for a not-to-exceed purchase price of $315,000.00. This authorization will allow the purchase to proceed without delay should a minor price adjustment occur before the vehicle is placed into production.

The new bucket truck will replace a 1991 model that has reached the end of its useful service life with the Village. The existing truck has become increasingly difficult and costly to maintain due to its age and the limited availability of replacement parts. Replacing the vehicle will improve reliability, reduce maintenance costs, and provide a safer, more dependable platform for sign installation, streetlight repairs, and other elevated work performed by the Streets Department.

The FY2026-2027 budget includes $410,000.00 for this vehicle replacement, which is sufficient to fund the purchase, including the requested not-to-exceed authorization.

Staff recommends that the Village Board approve the purchase of the new bucket truck from USSI of Appleton, Wisconsin, through the Sourcewell Cooperative Purchasing Contract No. 091125-TIM, for a purchase price of $306,537.00, with a not-to-exceed amount of $315,000.00.

Mike Reif
Village of Algonquin

July 24, 2026

Dear Mr. Mike Reif,

UTILITY SALES and SERVICE, INC. is pleased to submit the following quote. Please review before signing this purchase contract. After signing this contract, any and all changes will result in a change order. If a change order is required, cost may be added to the total purchase cost.

The above listed customer, Cooperative, or municipality hereby agrees to purchase the Vehicle per Utility Sales and Service, Inc. Quotation No. listed above, and dated above. Further, by executing this agreement, the undersigned asserts that he/she has the authority to commit the resources of the customer listed above.

Pursuant to this agreement, The above listed customer asserts that this sale qualifies for sales tax exemption under E99951037 **.**

And all use of the Vehicle quoted conforms to the Wisconsin Administrative Tax Rule. If ever in the future it is determined that any tax, penalties or interest are due, they are the sole responsibility of the listed customer.

QUOTE SUMMARY

CHASSIS

QUANTITY				
1	Description	Ford F-750		
	Drive & Engine	4x2 Gas		
	Supplier	USSI	Front Axle Capacity	12,000 lbs.
	GVWR	33,000 lbs.	Rear Axle Capacity	21,000 lbs.
	Cab Color	White	Power Group	Standard
	Wheelbase" / CA" / AF"	215" / 120" / 75"	B/U Camera	Yes
	Cab Type	Super (Extended) Cab	Running Boards	No
	Air Brake Trailer Provisions	No	Brake Controller	Yes
	CHASSIS NOTES	See F-750 chassis specs provided. Includes factory options 61M Rear View Camera w/Mirror Display and 17M Back Up Alarm.		

AERIAL

QUANTITY				
1	Model	SST-40-EIH		
	Supplier	TIME		
	Horizontal Reach	27' 9"	Estimated Travel Height +/- 2"	10' 6"
	Height to Bottom of Platform	40' 6"	Minimum GVWR	17,500 lbs.
	Jib	No Jib	Approx Curb Weight for Stability	13,300 lbs.
	Requested Jib Capacity	N/A	Upper Controls	3 Axis Standard
	Platform Size	30"	Boom Rest Type	Ratchet Strap
	Platform Walk-In	No	Start Stop Location(s)	Upper & Lower Controls, Rear
	Platform Stow Position	CS	Emergency Power Location(s)	Upper & Lower Controls
	Platform Capacity	400 lbs.	Two Speed Switch Location(s)	Upper & Lower Controls, Rear
	Aerial Color	White	Hydraulic Tool Pressure Setting/GPM	Set to Versalift Spec
	Tru-guard	No	Sets of Outriggers 1 or 2	No. F-750 MD chassis does not require torsion bars for aerial stability.
	Elevator	No	Outrigger Color	Black
	Hydraulic Tools at Basket	No		
	AERIAL NOTES	See SST-40EIH aerial specs provided. USSI to install Versalift supplied pole puller/pounder valve rearward curbside for hydraulic hose reel use with a Stanley PD45131 post driver.		

FLATBED

QUANTITY			
1	Model	Custom 192"L x 96"W Galvanized Steel Flatbed with Custom Boxes and Tray Basket	
	Supplier	Sauber Mfg.	*Sauber factory installing all components as one unit before shipping to USSI
	FlatBed Material Type	Steel - Galvanized	
	FlatBed Floor and Structure Material Type	3/16" A572 GR 50 Steel - 1 3/8" Shiplap Apitong Decking Clipped Every 3rd Crossmember - C-Shaped Crossmembers on 12” Centers - Shear Plate Mounts - Loose & Drilled Only For Long Sills - Long Sills Not Drilled - 19587 Thompson's WaterSeal Applied to Deck Top	

FLATBED INFO/NOTES	**Sealed Beam LED Lighting w/ Smc Harness System** **Warranty Parts & Reimbursement Labor: Sauber Manufactured Items - 5 Year Galvanized Finish - 10 Year** **---------- PLATFORM ----------** **Formed Bulkhead - Galvanized - LogiPerf Lower/ VisPerf Upper Bulkhead - 10 Gauge** **Bulkhead Mounted Full Width Light Bracket** **72"L x 9.5"W Offset Over Cab - S6462WAC-1** **5592CE Bolt-In Stairway w/ 3 Steps Galvanized w/ 9.5"W Gripstrut Steps 28"Dx31.5"Hx21"W +/-** **3594ST Fold Down Gripstrut Step - Galv 21"Lx7"Wx7"H +/-** **Galv Handrail - LS Stairway - Runs To L3 Box Includes Arrow Stick Bracket** **8"H AL Treadplate Drop-In Tailboard w/ U-Brackets Each Side Load Area - AL** **Long Sill Platform Underbody Box (Possum Belly) - Steel Pan Upper and Lower Long Sills w/ 3/16" AL Rear Door w/ Locking Slam Latch & Stainless Steel Hinge - 147'L (12' Posts)** **---------- MISC ----------** **Material Basket w/ 3/16" Straight Sides - Galv 86"x20"Dx10"H; +/- - LogiPerf Top and SmartPerf Sides; Cutouts @ Bottom for Drain/Clean Out (Higher in Rear - 10" at Front) ~ Shipped Loose. *USSI to supplying bracketry and installing basket under CS front of the flatbed deck. Two 22"H Pipe Type Cone Holders - 11919-22.SLDDRW - 1"Dia Pipe w/ 4-Bolt Base - Galv Compatible w/ 28"H & 36"H Traffic Cones** **Install Cone Holders on Driver Side (LS) Flatbed Outward Edge Between the L2 Toolbox and rearward Customer Supplied Ladder Rack 25"x25" Aerial Cut Out - Model SST-40EIH**
TOOLBOXES (STEETSIDE) **Sizes Listed Are Nominal & Could Change Slightly**	**~ Box L1 ~** **Stainless Steel Tool Box - Double Door - 38.5"Lx20"Dx70"H - 14 Gauge Stainless - Tig & Mig Welded - 10676 90-Degree Rubber Sealer - 19935 Drawer/Shelf Liner - Stainless Fasteners - Cut In Platform Provisions For Tool Box - Includes Platform Modifications & Installation - Upgrade Stainless Steel Tool Box to Roll Up Door - Deletes Double Doors & Adds 17872 Aluminum Roll-Up Door w/ Stainless Steel Lock Bar - Adjustable Shelf** **~ Box L2 ~** **Stainless Steel Tool Box - Double Door - 38.5"Lx20"Dx70"H - 14 Gauge Stainless - Tig & Mig Welded - 10676 90-Degree Rubber Sealer - 19935 Drawer/Shelf Liner - Stainless Fasteners - Cut In Platform Provisions For Tool Box - Includes Platform Modifications & Installation - Upgrade Stainless Steel Tool Box to Roll Up Door - Deletes Double Doors & Adds 17872 Aluminum Roll-Up - Door w/ Stainless Steel Lock Bar - Adjustable Shelf** **~ Box L3 ~** **Stainless Steel Tool Box - Single Door - 11"Lx32"Dx33"H - Can Adjust D & H for 30x30 Signs Side Opening Along 33" Side - Hinged Right - 14 Gauge Stainless - Tig & Mig Welded - (2) 19665 Stainless Steel Hinges - (3) 19665 Stainless Steel Hinges - (1) 21400 Vector 2 T-Handle Latch - 10676 90-Degree Rubber Sealer - 21608 Drawer/Shelf Liner - Stainless Steel Carriage Bolts & Lock Nuts - Sign Slots 30x30 Signs - Max # Slots** **++ This Box to be shown on Drawing But Shipped Loose ++** **~ Box L4 ~** **Stainless Steel Tool Box - Single Door - 42"Lx20"Dx24"H - Bottom Hinge Along 42" Side - 14 Gauge Stainless - Tig & Mig Welded - (2) 19665 Stainless Steel Hinges - (3) 19665 Stainless Steel Hinges - (2) 21400 Vector 2 T-Handle Latches - 10676 90-Degree Rubber Sealer - 21608 Drawer/Shelf Liner - Stainless Steel Carriage Bolts & Lock Nuts - Underbody Tool Box Installation - Includes Brackets, Fasteners & Installation -1446ST**
TOOLBOXES (CURBSIDE) **Sizes Listed Are Nominal & Could Change Slightly**	**~ Box R1 ~** **Stainless Steel Tool Box - Double Door - 38.5"Lx20"Dx44"H - 14 Gauge Stainless - Tig & Mig Welded - 19935 Drawer/Shelf Liner - Stainless Fasteners - Top Mount Tool Box Installation - Includes Fasteners & Installation - Upgrade Stainless Steel Tool Box to Roll Up Door - Deletes Double Doors & Adds 17872 Aluminum Roll-Up Door w/ Stainless Steel Lock Bar - Adjustable Shelf w/ Dividers** **~ Box R2 ~** **Stainless Steel Tool Box - Double Door - 38.5"Lx20"Dx44"H - 14 Gauge Stainless - Tig & Mig Welded - 19935 Drawer/Shelf Liner - Stainless Fasteners - Top Mount Tool Box Installation - Includes Fasteners & Installation - Upgrade Stainless Steel Tool Box to Roll Up Door - Deletes Double Doors & Adds 17872 Aluminum Roll-Up Door w/ Stainless Steel Lock Bar - Adjustable Shelf w/ Dividers** **~ Box R3 ~** **Stainless Steel Tool Box - Double Door - 60"Lx33"Dx44"H - 19935 Drawer/Shelf Liner - Stainless Fasteners - Top Mount Tool Box Installation - Includes Fasteners & Installation - Upgrade Stainless Steel Tool Box to Roll Up Door - Deletes Double Doors & Adds 17872 Aluminum Roll-Up - Door w/ Stainless Steel Lock Bar - Fixed Center Jamb - RS: Adjustable Shelf - LS: Sign Storage - 30"x30" & Adjustable Sign Storage From 18"-24"H** **~ Box R4 ~** **Stainless Steel Tool Box - Double Door - 25"Lx20"D & 28"Dx70"H - Above Deck - 14 Gauge Stainless - Tig & Mig Welded - 19935 Drawer/Shelf Liner - Stainless Fasteners - Cut In Platform Provisions For Tool Box - Includes Platform Modifications & Installation - Upgrade Stainless Steel Tool Box to Roll Up Door - Deletes Double Doors & Adds 17872 Aluminum Roll-Up Door w/ Stainless Steel Lock Bar - Adjustable Shelf - Above Deck - USSI Reel Installation**
CTECH DRAWERS	**CTECH Custom Drawer Unit** **Overall: 30"W x 16"H x 17"D - Top: Flat - Color: Red - Drawer Heights: 3"; 4": 8" - #3 Dividers Each Drawer - (9) Equal Compartments - Install CTECH - R1 Floor** **CTECH Custom Drawer Unit** **Overall: 30"W x 16"H x 17"D - (4) Drawers - Top to Bottom: 3"/4"/4"/4"H - Top Drawer = Parts Tray - Install CTECH - R2 Floor** **------- END UP-FIT ----------** **Customer Approval Drawing @ Order** **Delivery/Freight**

FEATURES

QUANTITY	DESCRIPTION	Item/KIT Code	MOUNTING LOCATION/ INSTRUCTIONS
1	Tripp Lite Power Industrial Inverter, 2000W, 12VDC, 120V, RJ45, 5-15R 2-Outlets	B00006HNRY	Install on the inverter shelf in the front portion of the Curbside R3 60"L top box. Inverter is wired to the inverter batteries wired to the chassis batteries. Inverter is wired to and manually activated by an OEM upfitter switch in the cab labelled "Inverter".
2	Battery Group 31 Stud	31-5T	Install in the bottom of the front portion of the curbside R3 60"L top box in battery boxes. #2 battery cable used to wire from the chassis batterries to main inverter battery and from the main inveter battery to the 2nd inveter battery. #4 battery cble from main inverter batteries to the inverter.
2	Box Battery Group 27&31	46206	For inverter batteries.
1	Relay Auto Charg Battery 120A	78003B	For inverter and inverter batteries install.
1	Cover Bucket 24"x30" W/Control	CB-7 W/C	Put on bucket.
1	Liner Bucket 24x30x42 W/Step	L3042SL	Put in bucket.
2	Chock Wheel Rubber 9.5"x8"x6"	FA-26-R	Ship Loose
1	Extinguisher 5# w/Bracket	500TAX	Ship Loose
1	Mudflap 24"X30" Blank KIT	KIT	Mount behind rear wheels with anti-sail brackets.
1	Bracket Anti-Sail Mudflap	405BZ	Galvanized anti-sail brackets for 24"W mudflap install (sold in pairs).
1	Wire and Install Ford OEM Backup Camera	INSTALL	Install Ford backup camera at the center rear of the truck.
1	Pump/PTO 6R140 124% 9.9 GPM	249FMLLB4155HP *Verify B4 Ordering	Required for build. **USSI to verify before ordering for MY change.
1	Valve, Flow Control, 12 SAE	DC25A-12	Required for build.
1	Body, Valve 12-2 12T	7022330	Required for configured hydraulics on build.
1	Flow Control Valve	FR12-33C-0-N	Required for configured hydraulics on build.
1	Valve Selector*Outrggr Intrlck	1001119-1	1 is provided by Versalift with the aerial. 1 more is required for configured hydraulics on build.
1	Hose Reel Spring Rewind W/Guide & Ball Stop (Add 1/2" x 50' Twinline Hose)	KIT	Install high at the top within Curbside rear R4 box (see ref. drawing). The reel should be ordered in the standard "SR" low postion. **USSI to make hydraulic hose reel valve flow control set to run 9 GPM @2250 PSI with chassis PTO running at 1300 RPM configured per USSI - Tom L. 07-10-2026.
1	Hose Twinline Assy 1/2"x50'	451TC-06-8-8	Install hose on reel.
1	Stanley PD45131 Hydraulic Post Driver	PD45131	For use with hydraulic hose reel and in stored in the bottom of the CurbSide R4 box.
1	Lift-Wise model PPF 203 Regular Duty 12V Bumper Mounted Pole Puller	PPF 203	Install on the chassis front bumper. Bumper/frame mounting plates are included. The pole puller is powered by an included 12V electric pump.
2	Light Strobe Rect Amber/Clear	SYFLAT6-AC	Install high in the front grille. All strobes and beacons are wired to and manually oprated by the same OEM upfitter switch in cab labelled "Strobes".
2	Light Strobe Rect Amber/Clear	SYFLAT6-AC	Install high on the front streetide & curbside L1 and R1 boxes on the outside front corners.
2	Light Strobe Rect Amber/Clear	SYFLAT6-AC	Install vertically on rear of the flatbed.
2	Beacon LED Amber Class I	SY22070L-A	Install top of the Sauber front bulkhead window guard curbside and streetside on the provided light mounts.
2	Light Flood 1100 Lumen	SYTLED1400R-FL	Install top of Sauber front bulkhead curbside and streetside. Lights are wired to and manually oprated by an OEM upfitter switch in the cab labelled "Cargo Lights".
1	Light Arrow LED Amber 42"L	SY990-LED-50	Install on the Sauber rear handrail on provided arrow light bracket. Arrow light controller install on top of the dash in the cab.
1	Light Bar Cover FS 42 in, BOLT ON, and Galvanized Capatible	6006025-MODIFIED	Install galvanized compatible guard over arrow light at truck rear.
12	Connector Rope Light1/2"or13mm	RPC13MM	Required for rope light install.
68	Light Rope LED 1/2"	IFL-75-W-12VDC	Install inside Streetside L1, L2 and L4 boxes and Curbside R1, R2 and R3 top boxes down both sides and across the top of the boxes. Compt. lights wired to and manually activated by an OEM switch in cab labelled "Compt. Lights".
2	Combo 4" Round S/T/T & Backup Light Kit (Incl. Grommet & Plug)	5624131	Install in light boxes at the rear of the flatbed.
2	Box Light 4" Hole Stainless Steel	LB663SST	Install bolt-on light boxes at the rear under the flatbed end rail SS/CS.
1	Saf-T-Lite Stubby 40' Reel (Yellow) (Mfg. 3313-4000)	JB-DS-SAF-3313-4000	Install inverted under the inverter shelf next and rearward the inverter batteries in the front portion of the curbside R3 box. The light cord reel is wired to the inverter.
1	Kit Reflector Triangle	20R	Ship Loose
1	Kit First Aid	821M10P	Ship Loose
1	IH Receiver Tube Hitch Mount	6003194	Mount at the truck rear. Hitch mount includes two d-rings and breakaway eyelet. Receiver tube height as built.
1	Tube Receiver 2"Sq 18"Long	E-12	Install in hitch mount.
1	Pin Hitch 5/8" Receiver 2"	F-5	For receiver tube.
1	Controller Brake 1-4 Axle *	9030	Controller installed in cab under dash.
2	Mounting Bracket - Sauber Supplied Basket	FAB AND INSTALL	USSI to supply mounting bracketry and install Sauber 86"L basket under the CS front of the flatbed deck. USSI to use bolt on "galavanized steel" capatible mounting brackets for the basket.

1	Install of Customer Supplied Ladder Rack	INSTALL	USSI to install the customer supplied ladder rack on the streetside rear top of the flatbed after the cone holders. USSI to use bolt on "galavanized steel" capatible mounting brackets for the customer supplied ladder rack.
1	Prep Chassis		
1	Hook Up Fuel Fill		
1	Fab & Install Boom Support		
1	Wire Body/Compartment Lighting		
1	Install Mounting Brackets for Body		
1	Fab & Install Bucket Support		
23	Plumb Unit & Fill with LubeTech 22 Hydraulic Oil (Per gallon)		
1	Plumb Aerial		
1	USSI Priority Flow Control System - USSI to Supply Parts		
1	Install Return Filter		
1	Non-Skid Paint		
1	ANSI Inspection		
1	Dielectric Test		
1	DOT Inspection		
1	Clean and Prep for delivery		
1	Stability Test		
1	In-Service Training		

			Extended Price
AERIAL, BODY, ACC & INSTALL			$ 231,016
CHASSIS	Ford F-750 4x2 Gas	Estimated Chassis Price	$ 75,521
NET PRICE F.O.B. ALGONQUIN, IL			$ 306,537

Terms and Conditions

1. Your sales terms for this order: 25% DOWNPAYMENT Upon Issuing Order/PO to USSI
NET 30 DAYS on Remaining Balance After Delivery

2. Estimated delivery date: 8/31/2027 Depending on large component delivery dates.

3. This quote is valid until date: 8/23/2026

4. This quotation does not include any applicable sales taxes, title or license fees.

5. (***) All cost increases including surcharges for major components (Chassis, Aerial, Body, Parts) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to invoices.

6. USSI does not guarantee to match the color of the body to the chassis cab or other painted components. A close match can be achieved by the customer providing an approved, non-metallic dry sample of paint. When metallic paint is used, the closest possible match can only be achieved by painting the body with metallic paint. Contact USSI for cost of painting the body, if desired.

7. CLARIFICATION: When Utility Sales and Service, Inc. (USSI) is requested to provide a chassis in response to a bid specification we do so as a service to our valued customer. USSI does not assume the chassis manufacturer's warranty. In addition, USSI does not provide transportation to or from our customer's preferred chassis dealer. USSI is responsible for assuring that the chassis conforms to the letter of the written specification (if said spec. is appropriate, available and feasible) in the bid request provided by our customer. USSI administers all equipment and body manufacturer's warranties applicable to components we install onto the chassis and provide a one-year warranty (from the date of delivery of the completed unit) on USSI workmanship.

8. This Purchase Contract is subject to the STANDARD TERMS AND CONDITIONS OF SALE-USSI HOLDINGS, INC., d/b/a Utility Sales and Service- EQUIPMENT & VEHICLES (the "Terms and Conditions"), as found on our webpage for equipment & vehicles terms & conditions or , PARTS AND SERVICE (the "Terms and Conditions"), as found on our webpage for parts & service terms & conditions or by contacting Utility Sales & Service Sales Department at 920-788-2699 to obtain copies. The terms of the Terms and Conditions are incorporated into herein and made part hereof and shall apply to this purchase and sale except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Delivery and acceptance of the equipment and/or vehicle subject to this invoice shall constitute unconditional acceptance of the Terms and Conditions. Delivery of the parts or completion of the service subject to this invoice shall also constitute unconditional acceptance of the Terms and

https://utilityssi.com/terms-conditions

Name: (Print) _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Please verify Contact information below is the Current Information for your Unit.

Shipping Addres 110 Mitchard Way Algonquin, IL 60102
Billing Address 110 Mitchard Way Algonquin, IL 60102

Purchase Order Number _____
Contact Number: 847.658.1288 MikeReif@algonquin.org

Thank you for considering UTILITY SALES & SERVICE, INC. to meet your needs in utility equipment. We look forward to serving you.

Sincerely,

Outside Sales Rep: Anthony Thomas (630) 423-2769 | athomas@utilityssi.com
Inside Sales Rep: Andrew Stefanek (920) 788-2699 | astefanek@utilityssi.com

MANUFACTURING COMPANY

OWNER'S WARRANTY

The **Versalift** Aerial Platform Lift is engineered and designed to perform as stated on published specifications. Only quality material and workmanship are used in the manufacture of this product. With proper installation, regular maintenance, and periodic repair service, the equipment will provide excellent service.

Those parts of the **Versalift** that are manufactured by **Time Manufacturing Company** are warranted for one full year from date of purchase. Structural components will carry a lifetime warranty for defects in material and workmanship which existed at the time of initial delivery, wear components are not covered by this statement. This warranty is issued only to the original purchaser and promises that **Time Manufacturing Company** manufactured products are free from defects in material and factory workmanship when properly installed, serviced, and operated under normal conditions, according to the manufacturer's instructions.

Manufacturer's obligation under this warranty is limited to correcting without charge at its factory any part or parts thereof which shall be returned to its factory or one of its Authorized Service Stations, transportation charges prepaid, within one year after being put into service by the original user, and which upon examination shall disclose to the Manufacturer's satisfaction to have been originally defective. Correction of such defects by repair to, or supplying of replacements for defective parts, shall constitute fulfillment of all obligations to original user.

This warranty shall not apply to any of the Manufacturer's products which must be replaced because of normal wear, which have been subject to misuses, negligence or accident, or which shall have been repaired or altered outside of the Manufacturer's factory (unless authorized by the Manufacturer in writing), products which have not been maintained and operated in accordance with Time Manufacturing Company's operators, maintenance manuals and bulletins, products which are repaired without using original Time Manufacturing Company parts. This limited warranty does not cover transportation fees and/or consumables used for the repair.

Manufacturer shall not be liable for loss, damage, or expense directly or indirectly from the use of its product or from any cause.

The above warranty supersedes and is in lieu of all other warranties, expressed or implied, and of all other liabilities or obligations on part of Manufacturer. No person, agent, or dealer is authorized to give any warranties on behalf of the Manufacturer or to assume for the Manufacturer any other liability in connection with any of its products unless made in writing and signed by an officer of the Manufacturer.

SAUBER MFG.CO
10 North Sauber Road
Phone 630.365.6600
SAUBERMFG.COM
Virgil, IL 60151-1000

Sauber Manufacturing Warranty

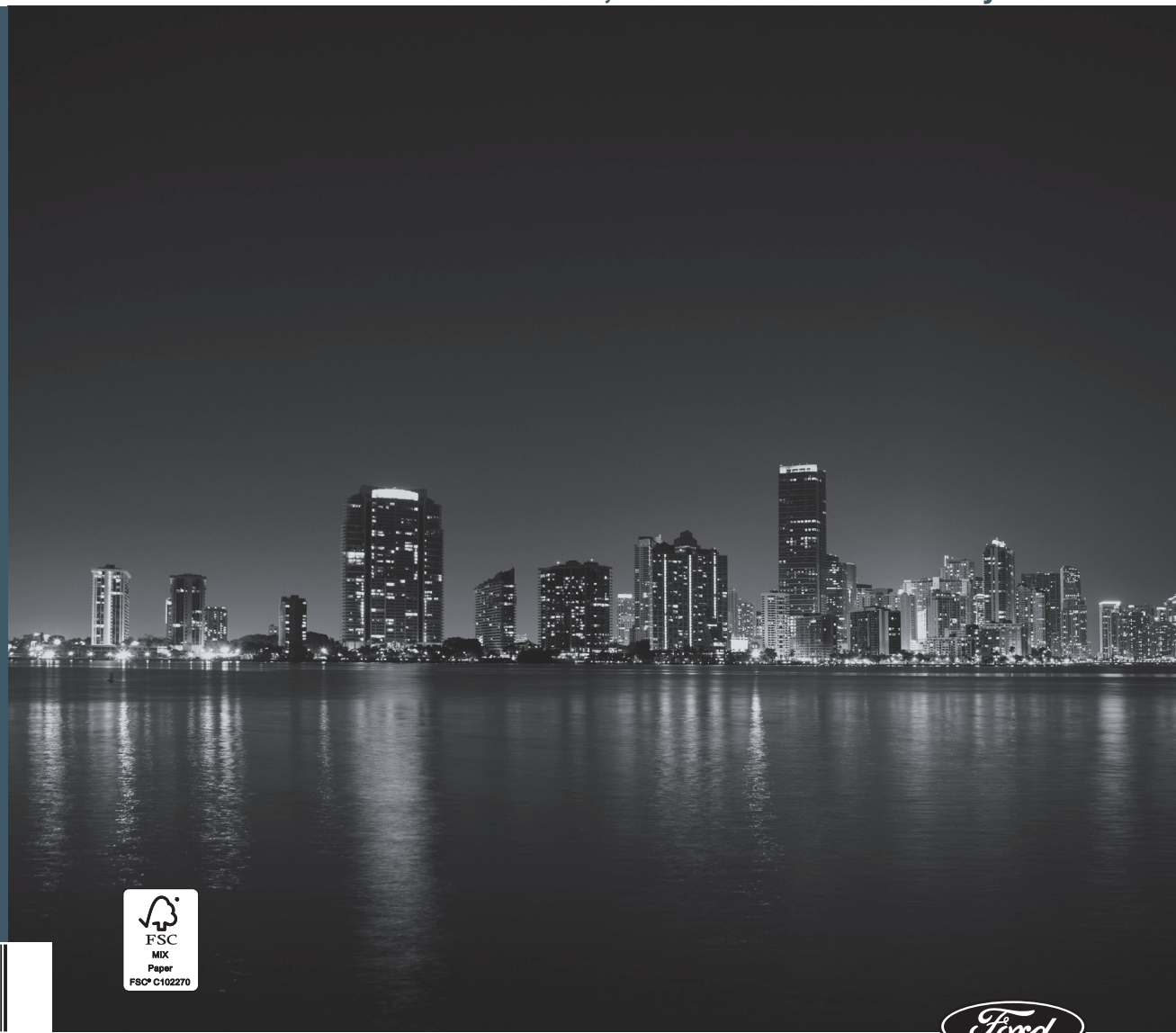
Warranty coverage provided by Sauber Manufacturing Company.

- **Sauber Manufactured Items:** 5-Year Warranty
- **Galvanized Finish:** 10-Year Warranty

2025 F-600/F-650/F-750/F-53/F-59
OVER 19,500 LBS. GVWR Warranty Guide

owner.ford.com

ford.ca



January 2024
First Printing
Litho in U.S.A.

FSC
MIX
Paper
FSC® C102270

SW7J 19T201 AA

This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE 1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson- Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 44.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 13.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 13.

Your satisfaction is our #1 goal. If you have questions or concerns about your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/ servicing dealership.
2. If the inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States	In Canada
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-343-5338 For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 www.fleet.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1–800-565-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 M-F 8:30 AM - 8:00 PM (ET) www.ford.ca
In the Asia Pacific Region, Caribbean, Central America, Israel and Sub-Saharan Africa:	**In Puerto Rico and Virgin Islands**
Ford Motor Company Ford Export Operations Attention: Owner Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 Fax: (313) 390-0804 E-mail: www.me.ford.com	Ford International Business Development, Inc. Customer Relationship Center P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: 800-841-3673 (FORD) Fax: (313) 390-0804 prac@ford.com
In Middle East	
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Fax: 971-4-3327299 menacac@ford.com	

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

This booklet explains in detail the warranty coverage that applies to your 2025-model Ford truck. If you bought a previously owned 2025-model truck, you are eligible for any remaining warranty coverage.

The warranty includes:

- New Truck Limited Warranty (pages 13-24)
- Emissions Defect Warranties which covers your emission control system (pages 27-40)
- Noise Emissions Warranty (page 41)

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined in Customer Assistance on the front page of this booklet.

If you require assistance directly from Ford Motor Company, contact the **Fleet Customer Information Center at 1-800-343-5338, or refer to www.fleet.ford.com.**

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 44 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service, whichever occurs first. Under certain conditions, you may be eligible to request a delayed warranty start date or in-transit mileage accumulation extension. See page 43 to see if you are eligible and for instructions on how to apply for this change.

NOTE: For new retail sales on or after July 1st, 2023 sold from a California retailer and/or to a California resident, the Warranty Start Date and mileage will start no earlier than when the goods are delivered to the customer.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week of the delivery date.

MAINTAIN YOUR VEHICLE PROPERLY

Your vehicle contains an Owner's Manual which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, and may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford Motor Company dealer has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

Warranty Service Outside of the United States, U.S. Territories or Canada

A. In a Foreign Country Outside of the United States, U.S. Territories or Canada

If you are traveling in a foreign country outside of the United States, U.S. Territories or Canada and your vehicle remains registered in the United States, your Ford Warranty still applies if your vehicle model is sold or serviceable by an authorized Ford Distributor/Dealer in the country in which you are traveling:

- Service may be requested at any authorized Ford dealership.
- It may be necessary for the vehicle owner to pay the servicing dealer and then present the paid repair order/invoice along with the vehicle to a United States/Canada Ford dealer for a refund under the United States/Canada warranty.
- Reimbursement will not be considered if the vehicle does not return to the United States/Canada.

B. If you move outside of the United States, U.S. Territories, or Canada to another country you must contact the local Ford Customer Relations Center (CRC) to verify if your vehicle model is sold or serviceable in the destination country.

- If your vehicle model is sold or serviceable by an authorized Ford Distributor/Dealer in the destination country, you will continue to have warranty coverage that may be less than or equal to the original country's coverage.
- If your vehicle model is not sold or serviceable by an authorized Ford Distributor/Dealer in the destination country, you will not receive warranty service.
- You should contact the Customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country.

Notes to A&B:

- Repairs due to the use of improper or dirty fuels and lubricants are not covered by the manufacturer's warranty.
- Vehicles shipped out of the United States, U.S. Territories or Canada to foreign countries specifically for the purpose of resale in that foreign country are not covered.
- The United States warranty does not apply if a vehicle is purchased from an authorized dealer in the United States or U.S. Territories, and the vehicle is not registered/licensed/titled in the United States, U.S. Territories or Canada.
- Vehicles that were originally purchased through the Ford Export Operations Military Sales Program will continue to have the United States coverage as long as the vehicle is serviceable in the destination country.
- Serviceability and destination warranty coverage is at the sole discretion of Ford Motor Company.

Please refer to owner's manual under customer assistance if you have any questions or go to www.Ford.com.

You should contact the U.S. CRC to verify destination country warranty and serviceability.

WHERE TO GO FOR SERVICE

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the **Fleet Customer Information Center** at **1-800-343-5338, or www.fleet.ford.com.**

IF YOU NEED EMERGENCY SERVICE

If you need parts and service information away from your local servicing dealer's area, call the **Fleet Customer Information Center at 1-800-343-5338**. If you have an emergency and Ford, Motorcraft, or remanufactured parts authorized by Ford Motor Company are not readily available from a Ford dealer, you may choose to use other parts to get the repairs done quickly. If you decide to use parts other than Ford or Motorcraft parts, or remanufactured parts authorized by Ford, you should be aware that they may not be equivalent to Ford parts in performance, quality, and durability. If you use replacement parts other than those recommended by Ford, Ford Motor Company does not warrant these parts and will not be responsible for any damage they may cause to your truck.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states may require a tax on all or a portion of warranty repairs. Where state law allows, the tax must be paid by you, the owner of the vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call the **Fleet Customer Information Center at 1-800-343-5338 or www.fleet.ford.com** to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

OTHER MANUFACTURERS' WARRANTIES

The warranty coverage on tires is usually based on tread wear. Because the tires on your vehicle are warranted by the tire manufacturer and not by Ford Motor Company or your selling dealer, you should check the tire warranty or consult an authorized dealer or distributor of the tire manufacturer.

The tire manufacturer's tire warranty information is available through the manufacture's websites .

Tire Manufacturer	Website	Toll-Free Number
BFGoodrich	www.bfgoodrichtires.com	1-877-788-8899
Bridgestone /Firestone	www.bridgestonetire.com ww.firestonetire.com	U.S.: 1-800-356-4644 Canada: 1-800-267-1318
Continental/General	www.continentaltire.com www.generaltire.com	U.S.: 1-800-847-3349 Canada: 1-855-453-1962
Goodyear/Dunlop	www.goodyear.com	U.S.: 1-800-321-2136 Canada: 1-855-453-1962
Hankook	U.S.: www.hankooktire.com/us Canada: www.hankook.com/ca-en	U.S.: 1-800-426-5665 Canada: 1-800-843-7709
Linglong	www.linglongtire.com	1-844-692-8527

Tire Manufacturer	Website	Toll-Free Number
Maxxis	www.maxxis.com	1-866-509-7067
Michelin	www.michelinman.com	1-866-866-6605
Nitto	www.nittotire.com	1-888-529-8200
Pirelli	U.S.: www.pirelli.com/tires/en-us/ car/tire-use-guide-warranty/tirewarranty Canada: www.pirelli.com/tires/ en-ca/car/tire-warranty	1-800-747-3554 (English) 1-800-363-0583 (French)
Toyo	www.toyotires.com	1-800-442-8696
Sumitomo/Falken	www.falkentire.com	1-800-723-2553

3. The New Truck Limited Warranty

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only warranties applicable to your vehicle. There are no other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Ford Motor Company does not assume or authorize anyone to assume for it any other obligation or liability in connection with your truck or this warranty.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford Motor Company and your dealer are not responsible for any time or income that you lose, for any inconvenience you might be caused, for the loss of your transportation, or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".
If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 44 of this booklet.

This chart gives a general summary of your coverage under the New Truck Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- months/years in service
- miles driven

The measure that occurs first determines how long your coverage lasts.

For more details on coverage, see:

→ What Is Covered? (page 16-20)
→ What Is Not Covered? (pages 20-24)

Warranty Coverage for 2025-Model F53/F59/F-600/F-650/F-750 Truck (years or miles, whichever occurs first)

COVERAGE	Two Years	Three Years	Four Years	Five Years	Life of Truck
Basic		Unlimited Miles			
7.3l Gas Engine w/Transmission					100,000 Miles (or 4,000 engine hours)
6.7L PowerStroke Diesel Engine					250,000 Miles (or 10,000 engine hours)
TorqShift Transmission powered by 6.7L PowerStroke Diesel Engine					250,000 Miles
Corrosion			Unlimited Miles		
Frame					Unlimited Miles
Noise Emissions					

Warranty Coverage for 2025-Model F53/F59/F-600/F-650/F-750 Truck (years or miles, whichever occurs first)

COVERAGE	Two Years	Three Years	Four Years	Five Years	Life of Truck
Emissions Federal	■	■	■	■	50,000 Miles (Gasoline Engines-Exhaust Emissions)
	■	■	■	■	100,000 Miles (Gasoline Engines-Evaporative Emissions)
	■	■	■	■	100,000 Miles (Diesel Engines)
*Emissions California	■	■	■	■	50,000 Miles (Gasoline Engines)
	■	■	■	■	100,000 Miles (2021 and Earlier Engine Model Year Diesel Engines)
	■	■	■	■	150,000 Miles (2022 and Later Engine Model Year Diesel Engines)

* Refer to your Vehicle Emission Control Information and Important Engine Information label for emissions certification information.

WHAT IS COVERED?

The New Truck Limited Warranty coverage is provided by Ford Motor Company. Your New Truck Limited Warranty gives you specific legal rights. You may have other rights that vary from state to state.

Under your New Truck Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable Warranty coverage period due to a manufacturing defect in factory-supplied materials or workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Truck Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Truck Limited Warranty are described on pages 20-24. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty. In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Basic Coverage

Basic coverage for the F-650/F-750 truck begins at the warranty start date and extends for 2 years, regardless of miles driven.

Extended Warranty Coverage Periods Applicable To Certain Parts

Extended Warranty Coverage Periods are available for certain vehicle parts and conditions. Except as noted below, all of the terms of the New Truck Limited Warranty apply during these extended coverage periods.

Engine Coverage

The 7.3L gas engine and engine components are covered against defects in factory supplied materials or workmanship. Engine coverage begins at the warranty start date and extends for 5 years / 100,000 miles (or 4,000 hours of engine operation). Ford Motor Company covers the engine and these components: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), valve covers, water pump.

The 6.7L PowerStroke diesel engine and engine components are covered against defects in factory supplied materials or workmanship. Engine coverage begins at the warranty start date and extends for 5 years / 250,000 miles (or 10,000 hours of engine operation). Ford Motor Company covers the engine and these components: cylinder blocks, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank assembly), DFCM (low pressure lift pump and filter assembly, high pressure lines and selector valve on dual tank configuration) gaskets and seals, glow plugs, turbocharger, injectors, injection pressure sensor, exhaust back pressure sensor and camshaft position sensor.

(6) Certain commercial customers with a valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,000 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F-600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type “fleet” at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at //https://www.fleet.ford.com/get-started.
This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension apply to both gas and diesel powertrains.

Automatic Transmission Coverage

The TorqShift 6-Speed automatic transmission and transmission components are covered against defects in factory supplied material or workmanship for the following applications:

6.7L diesel powered - 5 years / 250,000 miles
7.3L gas powered - 5 years / 100,000 miles

Ford Motor Company covers the transmission (including all internal parts), seals and gaskets, the torque converter and transmission case.

Corrosion Coverage

Corrosion coverage begins at the warranty start date and covers cab sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship.

The coverage period for corrosion depends on the type of damage that occurs.

There are two types of damage:

- If corrosion causes perforation (holes) in the cab sheet metal panels, coverage lasts for 3 years, regardless of the miles driven.
- If corrosion does not cause holes and is not the result of usage and/or environmental conditions coverage lasts for 2 years, regardless of the miles driven.

For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

Frame Coverage

The frame of your F-650/F-750 truck is covered against defects in factory supplied materials or workmanship. Frame coverage begins at the warranty start date and extends for 5 years, regardless of miles driven.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update

WHAT IS NOT COVERED?

Damage Caused by:

- Accidents, collision, or objects striking the vehicle
- Theft, vandalism, or riot
- Fire or explosion
- Freezing
- Misusing the vehicle such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source
- Using contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components

NOTE: Warranty coverage will be invalidated or voided on parts affected by such damage.

Damage Caused by Alteration or Modification:

The New Truck Limited Warranty does not cover damage caused by:

- Alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- Tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)

- The installation or use of a non-Ford Motor Company part or software (other than a “certified” emissions part or software) or any part or software (Ford or non-Ford) designed for “offroad use only” installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance enhancing powertrain components, and performance “chips”.

Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider.

Damage Caused by Use and/or the Environment

The New Truck Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You as the owner are responsible for these items. Some examples include:

- Dings, dents
- Cuts, burns, punctures or tears
- Road salt
- Tree sap, bird and bee droppings
- Windstorm, lightning, hail
- earthquake
- Freezing, water or flood
- Stone chips, scratches (some examples are on paint and glass),
- Windshield stress cracks. However limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first) even though caused by use and/or exposure to the elements.

Damage Caused by Improper Maintenance

The New Truck Limited Warranty does not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the Owner's Manual for proper ways to maintain the vehicle. Failure to perform maintenance as specified in the Owner's Manual will invalidate or void warranty coverage on parts affected by the lack of maintenance.

Maintenance/Wear

The New Truck Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. Here are examples:

- Replacement of filters, windshield wiper blades, brake linings, clutch linings, and engine belts and hoses
- Wheel alignment and tire balancing (unless required by a warranty repair)
- Adjustments such as wheel balancing, wheel alignment, and headlight alignment
- Adjustments to the mechanical valves, belts, transmission, clutch systems, and brake systems
- Cleaning of fuel, cooling, and brake systems
- Addition of fluids such as engine oil and washer fluid

Tightening of nuts, bolts, and fittings

- Some maintenance and wear items have limited coverage, as follows:
- Brake pad/lining replacements are not covered beyond 12 months or 18,000 miles, whichever occurs first

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification.
  - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Other Items and Conditions Not Covered:

- Non-Ford parts of your vehicle, for example, parts installed by ---body builders or manufacturers other than Ford Motor Company, or damage to Ford components caused by installation of non-Ford parts other than "certified" emissions parts.
- Vehicles that have ever been labeled or branded as "dismantled," "fire," "flood," "rebuilt," "reconstructed," or "salvaged;" this will void the New Truck Limited Warranty
- Vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Truck Limited Warranty.
- Disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined; this will void the New Truck Limited Warranty.
- If the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

4. Roadside Service Assistance (United States, Puerto Rico, and U.S. Virgin Islands)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program Ford will cover:

- Tire change - A flat tire change with good spare, if provided with the vehicle (except vehicles supplied with tire inflation kit).
- Fuel delivery - Independent service contractors, if not prohibited by state, local, or municipal law, shall deliver up to 2 gal (7.6L) of gasoline or 5 gal (18.9L) of diesel fuel.
- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles. The customer is responsible for all costs over $200 that are related to towing any trailers or towed vehicles.
- Winching - simple winch out or extraction services required in order to tow the disabled are covered within 100 feet (30.5 meters) of a paved road.
- Lockout Assist
- Jump Start/Battery Boost

What Is Not Covered

- Unloading cargo
- Recovery (e.g., submerged in water/mud)

The Roadside Assistance Program is separate from the New Truck Limited Warranty, but the program's time period runs concurrently with the basic warranty period. Therefore, F-650 and F-750 trucks are eligible for Roadside Assistance during the basic warranty period (2 years/unlimited miles). If the reason for the vehicle disablement is later found to be covered by a Ford or Lincoln Protect extended service plan, you may seek reimbursement for a tow charge under that plan.

For emergency roadside assistance, call 1-800-241-3673 (FORD), 24 hours a day, 365 days a year

Daily Rental Units

Ford will cover towing to the nearest Ford Motor Company dealership for units that must be towed because a covered part has failed during the basic warranty period.

5. Federal requirements for emissions warranties

FEDERAL EMISSIONS DEFECT WARRANTY

Under the Federal Emissions Defect Warranty, Ford warrants to you, the owner of any 2025-model F-600/F-650/F-750/F53/F59 Over 19,500 lbs. GVWR truck that:

- Your truck or engine is designed, built, and equipped to conform, at the time it is sold, with the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- Your truck or engine is free from emission-related defects in factory-supplied materials and workmanship, which are defects that could prevent the truck or engine from conforming with applicable EPA regulations.
- You will not be charged for repair, replacement, or adjustment of parts containing an emissions-related defect listed in the following What Is Covered? section.

WHAT IS COVERED?

F-600/F-650/F-750/F53/F59 Over 19,500 lbs. GVWR trucks are provided Federal Emissions Defect Warranty for 5 years or 50,000 miles (whichever occurs first) for exhaust emissions parts on gasoline engines, 5 years or 100,000 miles (whichever occurs first) for evaporative emissions parts on trucks powered by gasoline engines, and 5 years or 100,000 miles (whichever occurs first) for Ford diesel engines. Warranty coverage of 5 years or 100,000 miles (whichever occurs first) is included for components whose failure would increase the vehicle's emissions of air conditioning refrigerants. Trucks designated as a "VOCATIONAL TRUCK" on the driver's door "VEHICLE EMISSION CONTROL INFORMATION" label receive tire warranty coverage for defects that affect compliance with greenhouse gas requirements for 2 years or 24,000 miles (whichever occurs first). If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties. If you would like more detailed information concerning specific parts covered by Ford warranty, ask your dealer.

EMISSIONS DEFECT WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:
bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

- You have maintained and operated your vehicle according to the instructions on proper care in the Owner's Manual and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

WHAT IS COVERED?

F-600/F-650/F-750/F53/F59 Over 19,500 lbs. GVWR trucks are provided Federal Emissions Performance Warranty for 5 years or 50,000 miles (whichever occurs first) for gasoline engines and 5 years or 100,000 miles (whichever occurs first) for diesel engines.

For F-600/F-650/F-750/F53/F59 Over 19,500 lbs. GVWR trucks, the Ford warranty covers the following if they are Ford parts:

- Aftertreatment sensors
- Air flow sensor
- Air induction system
- Air/fuel feedback control system and sensors
- Catalytic converter (including selective catalytic reduction and diesel oxidation catalysts)
- Charge air cooler
- Diesel exhaust fluid (DEF) system
- Diesel glow plugs and control module
- Diesel particulate filter
- Diesel vacuum pump
- Electronic engine control sensors and switches
- Electronic engine control unit (ECU)*
- Evaporative emission control system (gasoline only)
- Exhaust gas recirculation (EGR) system
- Exhaust manifolds
- Exhaust pipe (manifold to catalyst)
- Fuel filler tube and cap (gasoline only)
- Fuel injection system
- Fuel injector driver module
- Fuel pump
- Fuel tank (gasoline only)
- Glow plugs (diesel only)
- Intake manifold
- Malfunction indicator light (MIL) system

- Oil filler cap
- Positive crankcase ventilation (PCV) system
- Supercharger assembly
- Spark ignition system
- Thermostat
- Throttle body
- Transmission control module (TCM)
- Transmission solenoids
- Turbocharger assembly
- Emissions-related bulbs, hoses, clamps, belts, tubes, gaskets, seals, brackets, connectors, and wiring harnesses used in the above systems.

* Includes hardware and emission related software changes only

IMPORTANT INFORMATION ABOUT LIST OF PARTS

There may be additional coverages for these parts through the Bumper to Bumper or Powertrain limited warranties. In any case, the warranty with the broadest coverage applies.

Ford will cover damages to other vehicle components proximately caused by a failure under warranty of any warranted part.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, fuel lines, and wiring harnesses that are used with components on the List of Parts.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your Owner's Manual.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your authorized dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

6. California requirements for emissions warranties

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

Your Warranty Rights and Obligations

The California Air Resources Board and Ford are pleased to explain the emission control system warranty on your 2025-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed below, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors, and other emission-related assemblies.

Where a warrantable condition exists, Ford will repair your vehicle at no cost to you including diagnosis, parts, and labor.

MANUFACTURER'S WARRANTY COVERAGE

F-600/F-650/F-750/F53/F59 Over 19,500 lbs. GVWR trucks are provided California emissions warranty coverage for 5 years or 50,000 miles (whichever occurs first) for gasoline engines, 5 years or 100,000 miles (whichever occurs first) for 2021 and earlier engine model year diesel engines, and 5 years or 150,000 miles (whichever occurs first) for 2022 and later engine model year diesel engines. Components whose failure would increase the vehicle's emissions of air conditioning refrigerants are warranted for 5 years or 50,000 miles (whichever occurs first) for gasoline engines and 5 years or 100,000 miles (whichever occurs first) for diesel engines. Trucks designated as a "VOCATIONAL TRUCK" on the driver's door "VEHICLE EMISSION CONTROL INFORMATION" label receive tire warranty coverage for defects that affect compliance with greenhouse gas requirements for 2 years or 24,000 miles (whichever occurs first).

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system Defects Warranty.

Vehicles Eligible For California Emissions Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two criteria:

- Your vehicle is registered in California, Maine, New York (gasoline only), or Pennsylvania and
- Your vehicle is certified for sale in California, as indicated on the important engine information label.

OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Fleet Customer Relationship Center at 1-800-343-5338 or contact:

California Air Resources Board
4001 Iowa Avenue
Riverside, California 92507

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranty. If you would like more detailed information concerning specific parts covered by Ford warranty, ask your dealer.

For F-600/F-650/F-750/F53/F59 Over 19,500 lbs. GVWR trucks the Ford warranty covers the following if they are Ford parts:

- Aftertreatment sensors
- Air flow sensor
- Air induction system
- Air/fuel feedback control system and sensors
- Camshaft**
- Catalytic converter (including selective catalytic reduction and diesel oxidation catalysts)
- Charge air cooler
- Cylinder head**
- Diesel glow plugs and control module
- Diesel exhaust fluid (DEF) system
- Diesel particulate filter
- Diesel vacuum pump
- Electronic engine control sensors and switches
- Electronic engine control unit (ECU)*
- Evaporative emission control system (gasoline only)
- Exhaust gas recirculation (EGR) system
- Exhaust manifolds
- Exhaust pipe (manifold to catalyst)
- Exhaust Valve**
- Fuel filler tube and cap (gasoline only)
- Fuel injection system

- Fuel injector driver module
- Fuel pump
- Fuel tank (gasoline only) Glow plugs (diesel only)
- Intake manifold
- Intake Valve**
- Malfunction indicator light (MIL) system
- Oil filler cap
- Piston**
- Positive crankcase ventilation (PCV) system
- Spark ignition system
- Supercharger assembly
- Thermostat
- Throttle body
- Transmission control module (TCM)
- Transmission solenoids
- Turbocharger assembly
- Valve Spring**
- Emissions-related bulbs, hoses, clamps, belts, tubes, gaskets, seals, brackets, connectors, and wiring harnesses used in the above systems

* Includes hardware and emission related software changes only

** Heavy-Duty Diesel only

IMPORTANT INFORMATION ABOUT LIST OF PARTS

There may be additional coverages for these parts through the Bumper to Bumper or Powertrain limited warranties. In any case, the warranty with the broadest coverage applies.

Ford will cover damages to other vehicle components proximately caused by a failure under warranty of any warranted part.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, fuel lines, and wiring harnesses that are used with components on the List of Parts.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your Owner's Manual.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your authorized dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

To get service under your emissions warranties, take your vehicle. If your truck needs an emergency repair on emissions-related parts, and an authorized Ford Motor Company dealer is not available — so that you must have covered repairs made by someone other than a Ford Motor Company dealer — your Ford dealer will reimburse you for the cost of repairs including diagnosis. Be sure to obtain: (a) the parts that are replaced; and (b) a receipt for the work. Take the parts and receipt to your dealer, who will determine if the repair is covered under warranty.

You should follow the same procedure if a warranted part is not available at your Ford dealer within 30 days from the time you first bring your vehicle to your dealer for repairs, and you must go elsewhere for repairs. Any repair not completed within 30 days also constitutes an emergency, and any equivalent replacement part may be used in an emergency situation. Ford will reimburse you for the repair expenses, not to exceed (a) the manufacturer's suggested retail price for all warranted parts that are replaced; and (b) the labor charges (based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate).

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts.

If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your truck's emissions control systems may not work as effectively and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost or repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your Owner's Manual and Service Guide. Be sure to save your service receipts and to keep accurate records of all maintenance work.

If you are not satisfied with the handling of a warranty matter, see Customer Assistance address on the inside front cover of this guide or call the Fleet Customer Relationship Center at 1-800-343-5338.

If you need more information about getting service under the Federal Emissions Defect Warranty, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

U.S Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance,** on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 44.

8. Noise emissions warranty

YOUR NOISE EMISSIONS WARRANTY

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle, as manufactured by Ford Motor Company, was designed, built and equipped to conform at the time it left Ford Motor Company's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built, and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle manufactured by Ford Motor Company. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford Motor Company, which, at the time it left Ford Motor Company's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

The Noise Emissions Warranty obligations do not apply to:

- Loss of time, inconvenience, loss of use of the vehicle, commercial loss or other consequential damages;
- Any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the noncovered vehicles are those lacking a partially or fully enclosed operator's compartment, such as basic or stripped chassis, those having a gross vehicle weight rating of 10,000 lbs. or less and those sold outside the United States and U.S. Territories.

To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement or representation, by any person with respect to conformity of this vehicle with U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new truck by purchasing a Ford Protect Extended Service Plan (Ford Protect ESP). Ford Protect ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (examples are but not limited to: Ford Motor Service Company or the American Road Insurance Company). Ford Protect plans provide up to 7 years and 250,000 miles, or 10,000 hours of coverage.

They provide:

- Benefits during the warranty period, depending on the plan you purchase can be: coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- Protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect ESP from any Ford Motor Company dealer. There are several Ford Protect ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing.

When you purchase Ford Protect ESP, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 3,200 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa, and District of Columbia are not eligible for Ford Protect ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect ESP coverage.

10. How to apply for a delayed warranty start date or in-transit mileage accumulation extension

You may be eligible to request a delayed warranty start date and/or in-transit mileage accumulation extension if:

- You purchased your truck from someone who is not a Ford dealer, such as a body company (i.e., bus body manufacturer, crane and special equipment company, etc.); or
- The truck was not put into service immediately after you purchased it because it was delivered to a firm to have a special body or special equipment installed; or
- Your new truck was driven (not transported) from the assembly plant to the dealer or to a body company and then to the dealer or other locations

If one of these conditions applies to you, work with your Ford dealer to establish the correct warranty start date or in-transit mileage accumulation extension for your new truck. Be sure to keep a copy of the documents should you need a warranty repair in the future. You will need your sales invoice and/or state registration that shows the date that your specially equipped truck was delivered to you.

Important: Failure to request a delayed warranty start date or in-transmit mileage accumulation extension may reduce the period of effective warranty coverage.

11. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and your dealer. If you are not satisfied with the resolution of a warranty concern, we recommend you follow the three-step resolution procedure outlined in this Warranty Guide. You may also be eligible to participate in the BBB AUTO LINE program whether or not you follow this three-step procedure.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
1676 International Drive, Suite 550
McLean, VA 22102

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

NOTE: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

VILLAGE OF ALGONQUIN
Public Works Department

– M E M O R A N D U M –

To: Tim Schloneger, Village Manager
Committee of the Whole

From: Jason Schutz, Utilities Superintendent

Date: August 11, 2026

Re: Fire Hydrant Painting-Alpha Maintenance and Services Inc.

Background
Since 2017, Alpha Maintenance and Services Inc. has been integral to maintaining our village's fire hydrants. Their work ensures that our hydrants remain highly visible, aesthetically appealing, and well-protected. Each year, we have contracted Alpha Maintenance and Services Inc. to paint approximately 475 hydrants. In this packet, you will find pictures comparing our weathered hydrants to those painted last year.

Key Points
Emergency Response: Regularly painted fire hydrants ensure they remain highly visible to firefighters, which is crucial during emergencies. This visibility can significantly impact response times and effectiveness.
Road Safety: Clearly visible fire hydrants reduce the likelihood of being obstructed by vehicles or other obstacles, ensuring they are always accessible when needed.
Corrosion Protection: A consistent painting schedule helps prevent rust and corrosion, which can compromise the functionality of fire hydrants. This preventive maintenance is essential for the longevity of our hydrant infrastructure.
Cost Efficiency: Regular upkeep reduces the need for extensive repairs or replacements, leading to long-term cost savings for the village.
Urban Aesthetics: Well-maintained fire hydrants contribute to the overall attractiveness of our streets and neighborhoods, enhancing the visual appeal of the village.
Civic Engagement: A clean and well-kept environment encourages community pride and involvement, fostering a sense of shared responsibility among residents.
Standard Adherence: Ensuring that fire hydrants are repainted according to a regular schedule helps maintain compliance with local and national safety standards.

Discussion
Implementing a five-year rotational painting schedule for fire hydrants is a proactive measure that ensures public safety, preserves our infrastructure, and enhances the village's aesthetic appeal. By adopting this systematic approach, we can maintain our fire hydrants in top condition and ensure they remain functional and visible for years to come.

Recommendation
Currently, the Water and Sewer Operating Fund (Distribution System) has allocated $43,000.00 specifically for Contracted Hydrant Painting. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Contracted Hydrant Painting in the amount of (not to exceed) $42,275.00 to Alpha Maintenance and Services Inc.

Attachments
Alpha Contract 2026-27
Hydrant Painting Map
Hydrant Painting Photo

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: July 30, 2026 **Purchase Order No.** _____

Project:	**Location:**
Fire Hydrant Painting FY 26-27	**Various locations in Algonquin (See map)**

Originating Department: Utilities

Owner	Contractor/Vendor	Architect/Engineer
Owner : Village of Algonquin **Address:** 2200 Harnish Dr Algonquin, IL 60102 **Phone:** 847-658-2754 **Fax:** 847-658-2759 **Contact:** Jason Miller	Name: Alpha Maintenance and Services Inc. Address: 9820 Haegers Bend Rd. Algonquin, IL 60102 **Phone: (847)636-7052** **Fax:** **Contact: Dimitri Korkofigas**	Name: N/A Address: **Phone:** **Fax:** **Contact:**

PREVAILING WAGE NOTICE: This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*., which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is $42,275_____.

SCOPE OF WORK: Furnish the Work/items described below in accordance with the following plans and specifications:

Q General Contract, dated ____7/30_____, 2026 **Q Specification No(s): _____, dated _____, 2026**

Q Plans dated : _____ **Q Addendum No(s): _____**

Q Other:_____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
475	Hydrants	Provide all labor, materials and equipment necessary for sandblasting and painting fire hydrants.	**$89.00 per hydrant**	**$42,275 NTE**
Project cost not to exceed $ 42,275			**TOTAL**	**$42,275 NTE**

NOTES:

1) _____X_____Village to provide maps with locations of fire hydrants to be sandblasted, primed, and painted.

2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (l) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than _April 30, 2026_____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

ACCEPTANCE OF PURCHASE AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR: **PURCHASER: Village of Algonquin**

By: _____ **Title:** _____

Authorized Vendor Representative

Dated: _____

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

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

3. Familiarity With Plans; Qualifications: Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. Workmanship; Safety: All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. Extra's and Change Orders: No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof it the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual

possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall confirm to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

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

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

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

15. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

16. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

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

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

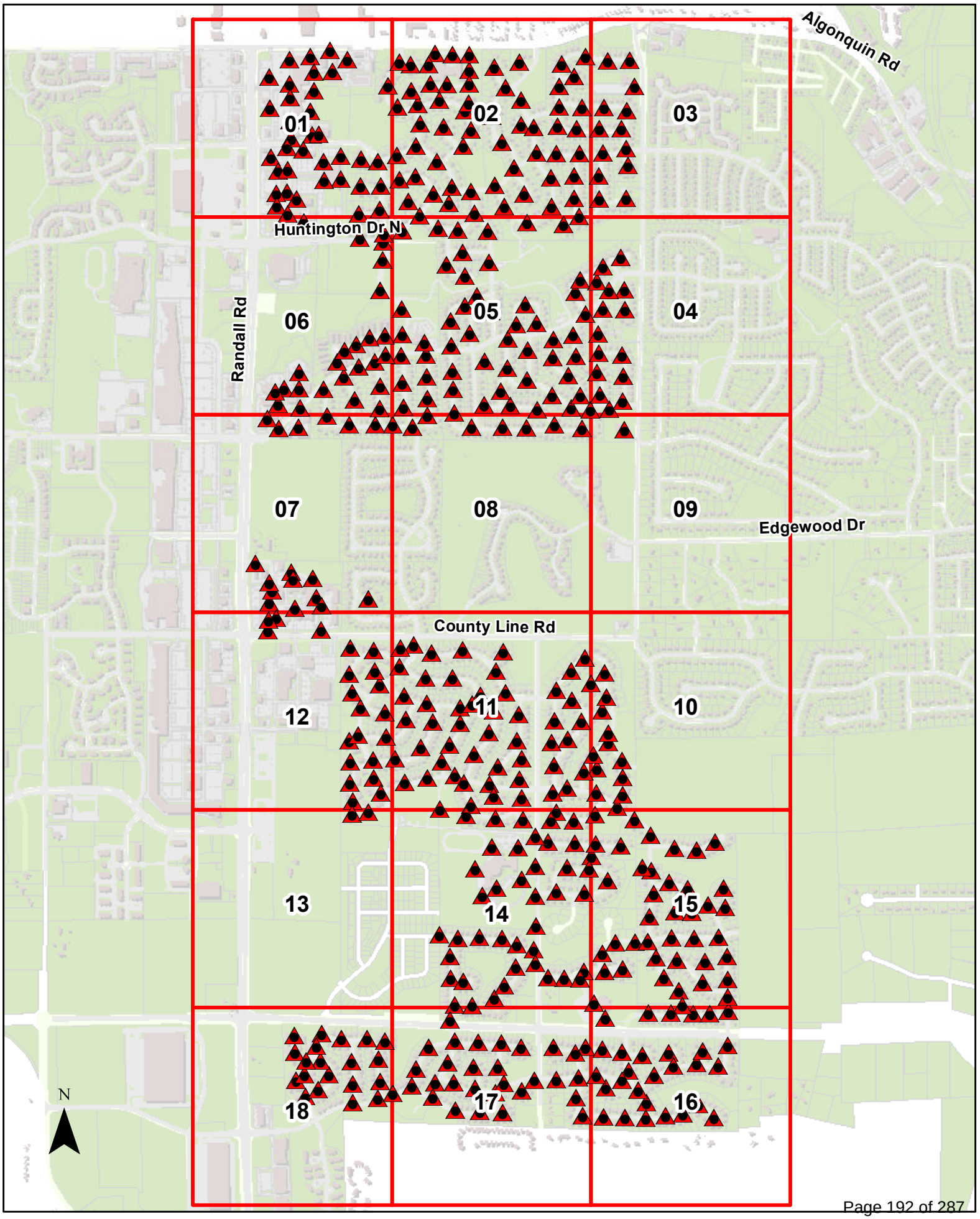
22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:

_____ Date _____

Hydrant Painting 2026



OPEN

OPEN

VILLAGE OF ALGONQUIN
Public Works Department

– M E M O R A N D U M –

To: Tim Schloneger, Village Manager
Committee of the Whole

From: Cliff Ganek, Deputy Director of Public Works/Village Engineer

Date: August 11, 2026

Re: Amendment No. 2 – 2026 Sanitary Sewer Flow Monitoring with RJN Group

---

The Village retained RJN Group (RJN) to monitor sanitary sewer flows and assist with developing a long-term inspection and rehabilitation program. The monitoring is intended to identify areas where inflow and infiltration (I&I) are entering the sanitary sewer system. Amendment No. 1 was approved at the staff level for $9,530 (attached to this memo) to add a fifth flow monitor due to the existing high flows at the connection point of the Eastern and Northeastern sewer basins. Therefore, to properly capture flows in the two eastern basins, an additional flow monitor was required.

The extreme rainfall experienced this spring and summer provided sufficient data to determine that the Northwestern and Northern sanitary sewer basins are receiving the greatest volumes of I&I. With approximately two months remaining in the current monitoring contract, the Village has an opportunity to relocate four of the five flow meters farther into these basins and begin narrowing the investigation to the specific areas contributing the most excess flow.

Under the original approach, the meters would remain at their current locations for the full six-month monitoring period and then be relocated under a separate phase next spring. Moving the meters now will allow the Village to complete two monitoring configurations within approximately one year, accelerating the investigation and avoiding the cost of establishing a separate monitoring program next year.

Proposed Amendment
Amendment No. 2 includes investigations and installation at four new monitoring locations, one additional month of monitoring, and incorporation of the additional data into RJN's final analysis and report. The relocated meters will remain in place for a total of three months, providing a better opportunity to capture both dry-weather and wet-weather conditions this summer and fall.

The cost of the amendment is not to exceed **$23,180**, increasing the total contract amount to **$178,090**. The amendment includes four new meter installations, an additional month of monitoring and data review, and expanded analysis and reporting. The hourly and lump sum amounts in the amendment match the hourly rates and installation fees used in the original contract.

A new monitoring phase next year was previously estimated to cost approximately $55,000. Proceeding with the proposed amendment is expected to save the Village more than $30,000 and identify the primary sources of I&I approximately 10 months sooner than originally anticipated.

Financial Impact and Summary
Funding for the amendment is available within the Water and Sewer Improvement Fund. The expenditure will be funded from the Biosolids Project, which is anticipated to have approximately $200,000 in unused funds during the current fiscal year. Using the remaining contract term and wetter fall weather will accelerate the original data collection timeline and reduce overall costs.

Recommendation
Staff recommends that the Committee of the Whole forward Amendment No. 2 with RJN Group, Inc., in an amount not to exceed **$23,180**, to the Village Board for approval.

VILLAGE OF ALGONQUIN
AMENDMENT NO. 2
FOR
2026 FLOW MONITORING
WITH
RJN GROUP. INC.

In accordance with the AGREEMENT for 2026 Flow Monitoring (**PO #2025-R-87**) dated August 19, 2025, between the Village of Algonquin, Illinois (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

SECTION 1 - PROJECT DESCRIPTION

Under the AGREEMENT, the OWNER retained RJN Group to provide flow monitoring services for 2026. The Project included the procurement of four (4) flow meters, six (6) months of flow monitoring services, and the development of a multi-year inspection and rehabilitation program for the Village.

SECTION 2 - SCOPE

2.1 The ENGINEER shall provide the additional Scope of Services included in Exhibit A herein which includes continued rental of 1 flow meter, new site investigation and installation at four new locations, and 1 additional month of flow monitoring services (for a total of 3 months at the new locations). This also includes the additional meter locations in the report and deliverables.

SECTION 3 - TIME OF SERVICE

3.1 ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. These additional services do not impact the overall schedule included in the AGREEMENT.

SECTION 4 - COMPENSATION

4.1 OWNER shall compensate ENGINEER for providing these additional services at the unit price herein provided as Exhibit B for a not-to-exceed amount **$23,180**. These additional services result in a total contract not-to-exceed amount of **$178,090.**

In consideration of the mutual covenants and Agreements herein contained, the OWNER and ENGINEER stipulate and agree that the Agreement for 2026 Flow Monitoring (**PO #2025-R-87**) dated August 19, 2025, is hereby amended as described in Exhibits A and B attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed this 18 day of August, 2026.

AUTHORIZED BY:

VILLAGE OF ALGONQUIN

By: _____

Name: _____

Title: Village President

Date: 8/18/2026

ACCPETED BY:

RJN GROUP, INC.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 7/30/2026

END OF AMENDMENT

EXHIBIT A

VILLAGE OF ALGONQUIN
AMENDMENT NO. 2
FOR
2026 FLOW MONITORING
WITH
RJN GROUP. INC.

SCOPE OF SERVICES

After a successful flow monitoring period of 4 months, it was determined that the Village would like to move 4 of the 5 meters to new locations for a period of 3 months (rather than continue with the existing locations for the 2 remaining months).

The additional scope of services under this amendment will be as follows:

1) Four (4) additional site investigations and installations.
2) One (1) additional month of flow monitoring maintenance and data review for a total of three (3) months of flow monitoring with the new site configuration. This includes continued rental of one (1) RJN-owned flow meter for the duration.
3) The data from these new locations will be incorporated into the report and deliverable.

EXHIBIT B

VILLAGE OF ALGONQUIN
AMENDMENT NO. 2
FOR
2026 FLOW MONITORING
WITH
RJN GROUP. INC.

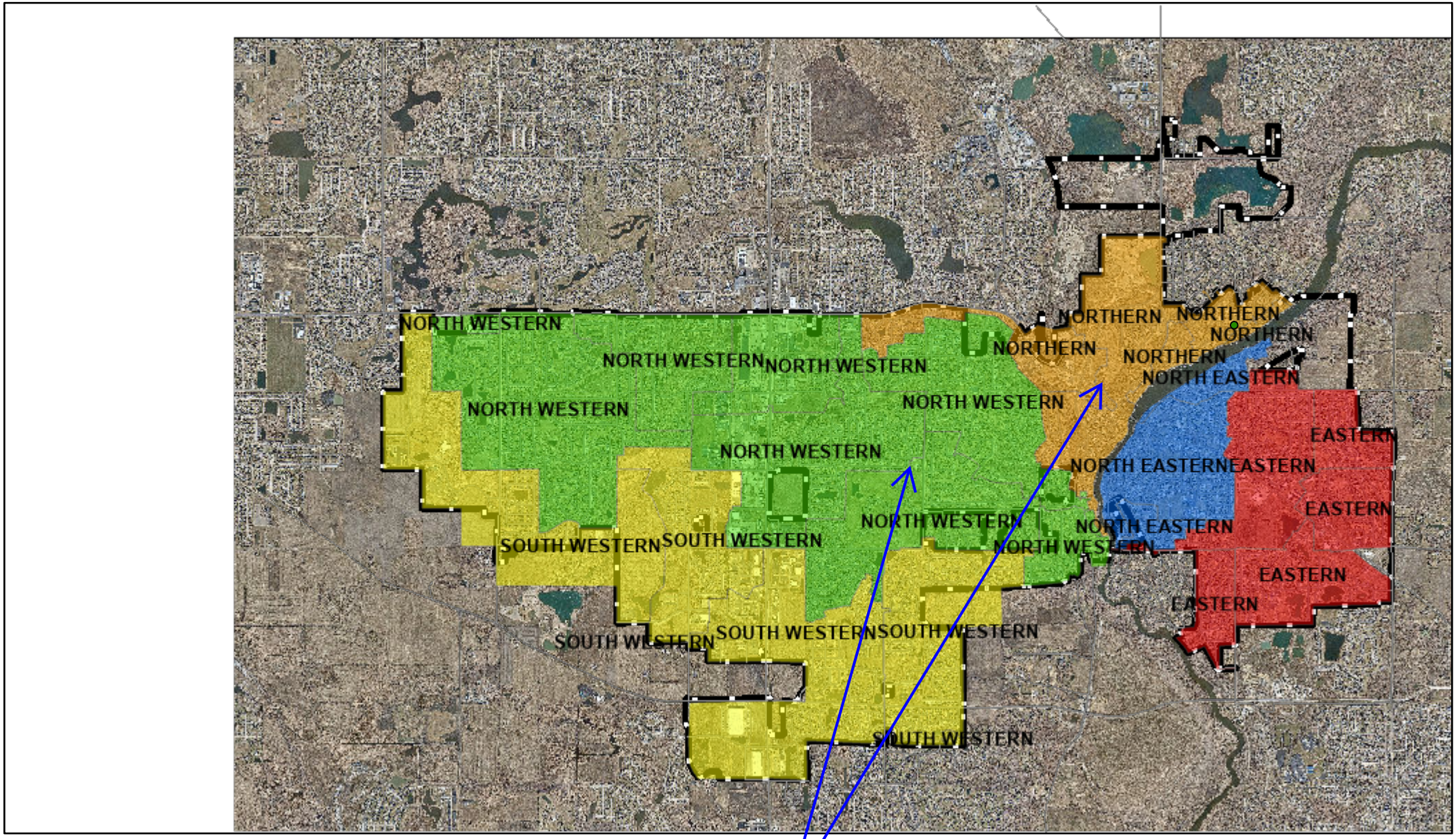
SERVICES FEES

The additional work will be invoiced on a unit price and lump sum basis as per the table below, which includes the following changes:

- Four additional units of "Meter Site Investigation and Install" at the original unit price of $2,930.
- One additional month of "Site Maintenance and Data Review" at the original unit price of $8,660.
- An additional fee of $2,800 added onto the "Analysis and Reporting" phase.
- This is a total addition of $23,180.

Task	Quantity	Units	Cost/ Unit	Task Fee
Meter Purchase	4	Meter	$16,600	$66,400
Meter Site Investigation and Install	9	Meter	$2,930	$26,370
Rain Gauge Site Investigation and Install	3	Gauge	$1000	$3,000
Site Maintenance and Data Review	7	Month	$8,660	$60,620
Analysis and Reporting	1	Lump Sum	$16,200	$16,200
Project Management and Meetings	1	Lump Sum	$5,500	$5,500
			PROJECT TOTAL	**$178,090**

Sanitary Sewer Drainage Basins



July 30, 2026

pointLayer

Sewer Basins

EASTERN

NORTH EASTERN

NORTH WESTERN

NORTHERN

SOUTH WESTERN

Village Limit

Street Name

Most prevalent sources of I&I based on initial flow monitoring data.

1:53,800

0 0.45 0.9 1.8 mi

0 0.75 1.5 3 km

PREVIOUSLY APPROVED
AMENDMENT ON 3/13/2026

rjngroup

VILLAGE OF ALGONQUIN
AMENDMENT NO. 1
FOR
2026 FLOW MONITORING
WITH
RJN GROUP. INC.

In accordance with the AGREEMENT for 2026 Flow Monitoring (**PO #2025-R-87**) dated August 19, 2025, between the Village of Algonquin, Illinois (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

SECTION 1 - PROJECT DESCRIPTION

Under the AGREEMENT, the OWNER retained RJN Group to provide flow monitoring services for 2026. The Project includes the procurement of four (4) flow meters, six (6) months of flow monitoring services, and the development of a multi-year inspection and rehabilitation program for the Village.

SECTION 2 - SCOPE

2.1 The ENGINEER shall provide the additional Scope of Services included in Exhibit A herein which includes the rental of one (1) flow meter and six months of flow monitoring services for this one additional flow monitoring location.

SECTION 3 - TIME OF SERVICE

3.1 ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. These additional services do not impact the overall schedule included in the AGREEMENT.

SECTION 4 - COMPENSATION

4.1 OWNER shall compensate ENGINEER for providing these additional services at the unit price herein provided as Exhibit B for a not-to-exceed amount **$9,530**. These additional services result in a total contract not-to-exceed amount of **$154,910.**

rjngroup

In consideration of the mutual covenants and Agreements herein contained, the OWNER and ENGINEER stipulate and agree that the Agreement for 2026 Flow Monitoring (**PO #2025-R-87**) dated August 19, 2025, is hereby amended as described in Exhibits A and B attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed this 13 day of MARCH, 2026.

AUTHORIZED BY:

VILLAGE OF ALGONQUIN

By: _____

Name: Tim Schloneger

Title: Village Manager

Date: 3/13/26

ACCPETED BY:

RJN GROUP, INC.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 3/13/2026

END OF AMENDMENT

rjngroup

EXHIBIT A

VILLAGE OF ALGONQUIN
AMENDMENT NO. 1
FOR
2026 FLOW MONITORING
WITH
RJN GROUP. INC.

SCOPE OF SERVICES

It was determined during initial meter site investigations that one additional flow monitoring location would need to be added to the scope to capture the desired flow data and meet the projects goals.

The additional scope of services under this amendment will be as follows:

1) One additional meter site investigation and installation for a total of five (5).
2) Rental of one (1) RJN-owned flow meter to be used at this additional location for the duration of the monitoring period.
3) Six (6) months of flow monitoring maintenance and data review at this one additional location, matching the scope for the other originally-planned meter sites.
4) The data from this fifth flow meter will be included in the data evaluation and reporting phase of the project.

rjngroup

EXHIBIT B

VILLAGE OF ALGONQUIN
AMENDMENT NO. 1
FOR
2026 FLOW MONITORING
WITH
RJN GROUP. INC.

SERVICES FEES

The additional work will be invoiced on a unit price basis as per the table below, which includes the following changes:

One additional unit of "Meter Site Investigation and Install" at the original unit price of $2,930.

An increase of $1,100 per month for "Site Maintenance and Data Review."

Task	Quantity	Units	Cost/ Unit	Task Fee
Meter Purchase	4	Meter	$16,600	$66,400
Meter Site Investigation and Install	5	Meter	$2,930	$14,650
Rain Gauge Site Investigation and Install	3	Gauge	$1000	$3,000
Site Maintenance and Data Review	6	Month	$8,660	$51,960
Analysis and Reporting	1	Lump Sum	$13,400	$13,400
Project Management and Meetings	1	Lump Sum	$5,500	$5,500
			PROJECT TOTAL	**$154,910**

VILLAGE OF ALGONQUIN
Public Works Department

– M E M O R A N D U M –

To: Tim Schloneger, Village Manager
Committee of the Whole

From: Cliff Ganek, Deputy Director of Public Works/Village Engineer

Date: August 11, 2026

Re: Consider Adoption of the 2026 Village of Algonquin Bikeway Gap Plan

---

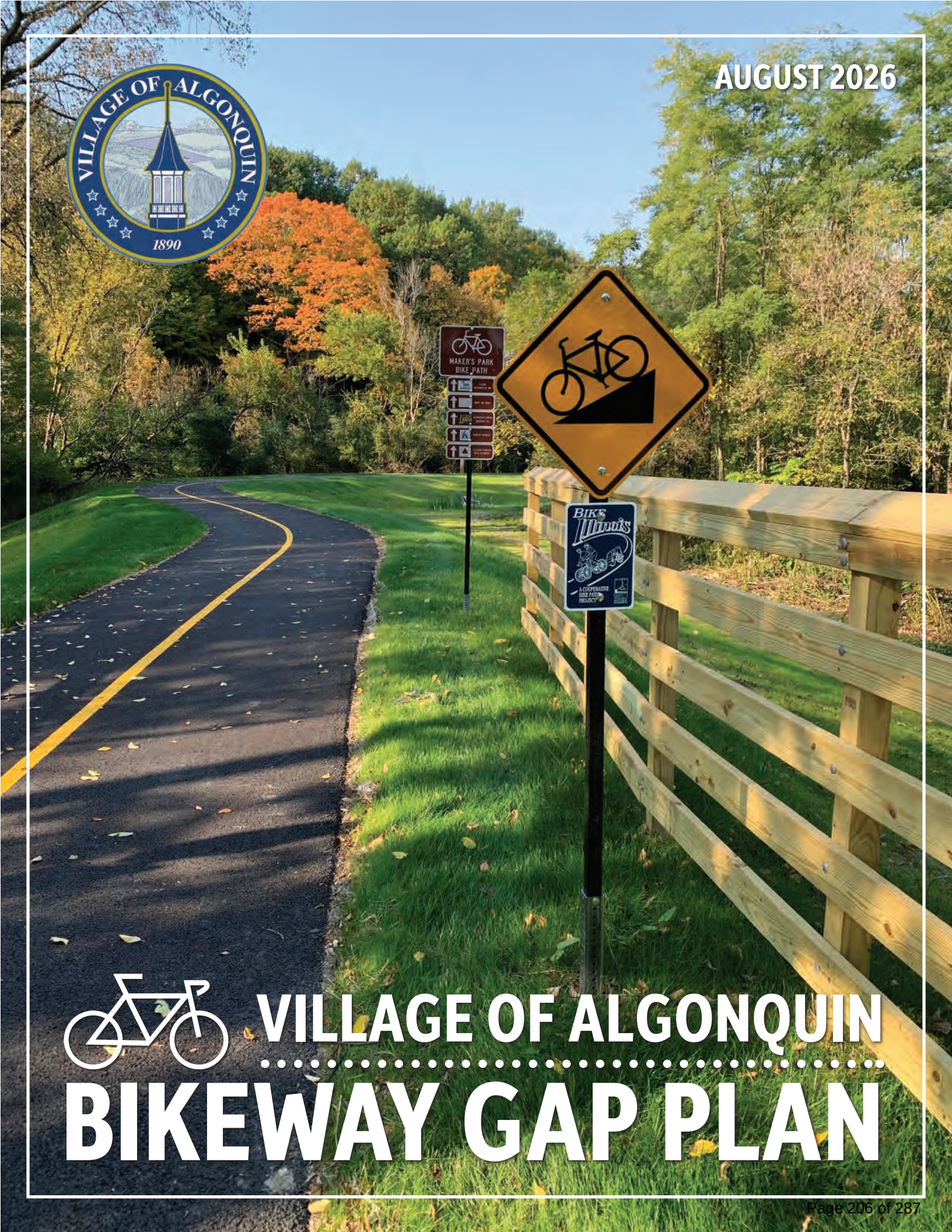
The Bikeway Gap Plan builds on the Village's 2025 Comprehensive Plan and provides a coordinated framework for completing Algonquin's bicycle and pedestrian network. The Village currently has approximately 62.4 miles of existing facilities, and the Plan identifies an additional 21.1 miles of off-street paths and 8.7 miles of on-street bicycle facilities.

The proposed improvements focus on closing gaps between neighborhoods, parks, schools, downtown, commercial areas, and regional trails. Recommendations include missing path segments along major corridors, improved east-west connections, safer roadway crossings, and better transitions between existing facilities. The Plan also emphasizes comfortable, predictable, and ADA-compliant facilities that can serve users of all ages and abilities.

Community engagement was used to confirm priorities and gather public feedback on desired connections. Residents expressed strong support for targeted gap closures, improved access to downtown and schools, safer crossings of major roadways, and stronger east-west connections. This feedback closely aligned with the Plan's recommended improvements.

Adoption of the Plan will provide a consistent basis for future capital projects, development review, and coordination with other agencies across jurisdictional boundaries. More importantly, an adopted plan demonstrates community support, planning consistency, and project readiness, strengthening the Village's competitiveness for future grant funding. Adoption does not commit the Village to funding or constructing any individual project, but shall be used as a reference guide.

Recommendation
Based on the information provided, staff recommends that the Committee of the Whole accept the Bikeway Gap Plan and forward the Plan to the Village Board for adoption.



AUGUST 2026

VILLAGE OF ALGONQUIN

BIKEWAY GAP PLAN

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1 EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Village of Algonquin is a steadily growing suburban community in McHenry and Kane Counties with an expanding network of bicycle and pedestrian facilities that support both recreation and transportation needs. In recent years, increasing demand for walking and bicycling (including strong usage along the major trails and local east–west corridors) has reinforced the need for strategic investments that strengthen the overall connectivity, comfort, and rideability of Algonquin's active transportation system. The Village's historic downtown, which is home to restaurants, recreation, and a walkable retail district, is a priority destination area that the Village seeks to support through improved access and increased activity. At the same time, Randall Road serves as a regional retail corridor with daily traffic volumes exceeding 38,000 ADT and cross-access needs that affect residents across the Village, making multimodal access along and across the corridor an important long-term objective.

Building on the Village's 2025 Comprehensive Plan, this Bikeway Gap Plan targets specific missing links that prevent Algonquin's strong (but incomplete) system from functioning as a seamless active transportation network. It prioritizes multi-use path infill along Randall Road, Longmeadow Parkway, and Algonquin Road to stitch together neighborhoods, parks, schools, and commercial destinations, and calls for safe crossing upgrades at high-volume intersections such as Longmeadow Parkway & Randall Road and Bunker Hill Drive near Jacobs High School. It advances low-cost, near-term treatments (asphalt path and bicycle lane markings) to quickly raise comfort where off-street facilities are infeasible, while coordinating with County and Illinois Department of Transportation (IDOT) projects to embed bikeway elements in roadway work scopes. The study also formalizes regional connections to the Prairie Trail and Fox River Trail through signed on-street routes and short off-street spurs. Collectively, these actions implement the Complete Streets framework adopted by the Village and operationalize Comprehensive Plan recommendations to close gaps, standardize design, and elevate grant readiness which will aid in delivering a cohesive, comfortable, and connected network for everyday trips and recreation.

The Village's 2008 Parks, Trails, and Open Space Plan established the initial framework for trail classifications and connectivity goals. Since that time, the Village has completed updated open space and park master plans that further refine its long-term vision for parks, trails, and public spaces. This Bikeway Gap Plan builds on that work by identifying opportunities to strengthen the Village's active transportation network as the community continues to grow and evolve. This Bikeway Gap Plan is designed to serve as a formal, adoptable planning document that focuses on identifying and addressing gaps in the existing Village transportation network. The Bikeway Gap Plan builds upon and updates previous planning efforts taken by the Village to create a connected bicycle transportation network and continue to position the Village as eligible and competitive in pursuit of grant funding programs including the Illinois Transportation Enhancement Program (ITEP), Chicago Metropolitan Agency for Planning (CMAP) technical assistance and related programming, and Illinois Department of Natural Resources (IDNR) trail and bicycle path grant programs.

Kane County Department of Transportation (KDOT) and McHenry County Department of Transportation (MCDOT) long-range transportation plans place a strong emphasis on expanding and coordinating bicycle and pedestrian infrastructure to support safety, mobility, and regional connectivity. Kane County's plan, developed in 2021, advances a complete streets approach that integrates on-street bike lanes, multi-use paths, and sidewalk facilities into arterial and collector roadways, while prioritizing continuous east–west and north–south connections and improved access to regional trail corridors such as the Fox River. MCDOT's plan, developed in 2014, similarly calls for a countywide network of off-street paths and on-street bicycle accommodations that link municipalities, parks, open space, schools, and employment centers, with a focus on closing network gaps and improving safe crossings of major roadways. Given Algonquin's position along the Kane–McHenry county boundary and its proximity to the Fox River, Randall Road, Algonquin Road, and other regional corridors, these county initiatives directly support the Village's bikeway planning efforts by reinforcing Algonquin's role as a critical connection point between regional trails, local multi-use paths, and on-street bicycle facilities that serve both transportation and recreational needs.

Algonquin currently has approximately **62.4 MILES OF EXISTING BICYCLE AND PEDESTRIAN FACILITIES**, including a strong base of **56.8 MILES OF EXISTING OFF-STREET PATHS** and **5.6 MILES OF EXISTING ON-STREET BIKE LANES**. This plan aims to augment that with **21.1 MILES OF PROPOSED OFF-STREET PATH** and **8.7 MILES OF PROPOSED ON-STREET BIKE LANES**. These facilities serve a wide range of needs: park and nature trails, commuter and recreational trail corridors, short neighborhood connections, and emerging on-street accommodations

along local roads. The system is also complex: portions are owned and maintained by the Village, others by MCDOT, KDOT, or IDOT, and some off-street facilities are maintained by private entities like schools that nevertheless provide public access. This multi-jurisdiction environment makes continuity and coordination essential. It also makes grant readiness and documentation particularly important, as many funding programs reward strong evidence of planning consistency and interagency partnership.

The central finding of this Bikeway Gap Plan is that Algonquin's network is strong but not yet fully connected. The Village already has significant mileage of off-street facilities, but many segments function as stand-alone trail loops or partial corridors that do not connect to other systems. While the Village is comprised of distinct subdivisions, residents still travel between these areas for leisure or to key destinations, making some routes more critical than others. While doing so, they encounter missing links between parks, neighborhoods, and major destinations, forcing them to use arterial roadways with higher speeds or discontinuous sidewalks. Meanwhile, the Village's east–west travel options are constrained: Huntington Drive, Harnish Drive, Bunker Hill Drive, and Wintergreen Terrace function as essential cross-town corridors and are among the most viable east–west streets in the community. Usage data suggests these corridors are heavily utilized, and their role as primary connectors makes them critical long-term candidates for buffered bike lanes and signed shared-lane improvements, if not off-street facilities.

The goal of this document is simple: complete the network that already exists. Rather than proposing sweeping new systems, this Bikeway Gap Plan recommends targeted gap closures and connector segments that will allow the existing Village system to operate as a cohesive network. The Bikeway Gap Plan also provides policy language, design guidance rooted in IDOT, American Association of State Highway and Transportation Officials (AASHTO), and National Association of City Transportation Officials (NACTO) resources, and an implementation framework that can be used as a practical checklist for capital planning and grant applications.

Purpose and Planning Context

Algonquin's active transportation system has grown over time through a combination of state and county roadway projects, municipal capital improvement projects, park investments, regional trail development, subdivision requirements, roadway projects, and private development contributions. As a result, the Village has accumulated a substantial network of off-street paths and trails, but these facilities were not always built as part of a coordinated system. Some trails terminate at jurisdiction boundaries. Others connect only to a single park or natural area. Several segments are separated by short roadway gaps, missing crossings, or discontinuous sidewalks. These conditions are common in suburban communities, where trail systems often develop incrementally through parks, subdivisions, and private development before being integrated into a more unified transportation network. For Algonquin, this Plan represents the next step in that evolution by identifying gaps and opportunities to improve connectivity across the community.

The Village has determined that a full, comprehensive bikeway plan is not necessary at this time to advance its current priorities. Instead, the Village has identified a need for a focused, practical framework that builds upon the existing bicycle and pedestrian network and helps guide future decisions related to connectivity, facility continuity, and long-term system performance. This Bikeway Gap Plan is intended to fill that role by documenting where gaps exist, clarifying desired connections, and establishing a clear direction for completing and strengthening the network over time.

This Bikeway Gap Plan is designed to support the Village's ongoing and future efforts across a wide range of activities, including capital improvement planning, roadway maintenance and resurfacing programs, development review, intergovernmental coordination, and pursuit of external funding when appropriate. By identifying priority connections and facility types in advance, the document provides a consistent reference point to ensure that bicycle and pedestrian considerations are integrated into projects as opportunities arise, rather than addressed on an ad hoc basis.

This document serves both a technical and a policy function. From a technical perspective, it identifies missing links in the existing and planned network and outlines the types of improvements needed to create a cohesive and functional system. From a policy perspective, it establishes a clear Village commitment to network connectivity and multimodal access, providing guidance that can be referenced by staff, decision-makers, and partner agencies. This Bikeway Gap Plan is intended to serve as a foundational reference for Village decision-making. While it represents a snapshot in time, the Village may revisit and refine the document in the future as projects are completed, conditions evolve, or new opportunities arise.

EXECUTIVE SUMMARY

Goals and Policy Framework

The Village's gap completion strategy is guided by practical goals that reflect the community's current conditions, travel patterns, and strategic priorities. These goals support a consistent approach to decision-making and help align future projects with the broader intent of building a connected active transportation system.

Improving arterial crossings and closing trail gaps is a key opportunity to further enhance safety for bicyclists and pedestrians Village-wide. Improving crossings and closing gaps will reduce exposure to higher-speed traffic and improve overall network safety.

Goal 1: Complete the Network. The Village will focus on closing gaps that prevent continuity between off-street paths, on-street lanes, neighborhoods, parks, schools, downtown, and commercial destinations. Priority will be given to missing links that unlock connectivity between multiple existing or proposed facilities.

Goal 2: Provide Comfortable, Predictable, ADA-Compliant Facilities. The Village will prioritize off-street paths and multi-use paths along arterial corridors where feasible and will implement buffered bike lanes or signed/shared accommodations where on-street improvements are required to complete the network. All proposed connections, as well as upgrades to existing facilities where necessary, will be designed and implemented in compliance with the Americans with Disabilities Act (ADA) and applicable IDOT standards to ensure accessibility for users of all abilities. Emphasis will be placed on consistency and legibility, so residents understand where to walk, roll, and ride, and how to connect safely and seamlessly between systems. Findings from this Bikeway Gap Plan will be used to inform and support the Village's ADA Transition Plan by identifying accessibility deficiencies and priority improvements within the bikeway and pedestrian network.

Goal 3: Support Recreation and Local Mobility. Algonquin's trail network is an important recreational asset, and it also provides local mobility for residents traveling to parks, downtown, retail destinations, and community facilities. The Village will pursue improvements that enhance recreational value and everyday connectivity.

Goal 4: Coordinate Across Jurisdictions and Partners. The Village will coordinate with KDOT, MCDOT, IDOT, private trail owners, local schools and school districts, and other partners to advance projects in a way that reflects jurisdictional roles and improves continuity across boundaries.

Existing Conditions Summary

Algonquin's existing infrastructure is anchored by its extensive off-street path network and regional trail connectivity. The Prairie Trail, a 26-mile corridor passing through the Village, serves as the centerpiece of the system and is used extensively for recreation, fitness, and local travel. Trails within parks and natural areas contribute to quality of life and provide local walking and biking opportunities. Additional linear trail segments exist along major corridors and drainage corridors, providing local and regional connectivity.

Algonquin currently has approximately 62.4 miles of bicycle and pedestrian facilities. This includes 56.8 miles of existing off-street paths, and 5.6 miles of existing on-street bike lanes. At the time of this writing, several proposed facilities are already in design or undergoing concept development, and the Village anticipates that some improvements may be implemented in coordination with roadway or development projects.

The network has grown into a strong foundation, and this Plan identifies opportunities to bring that same level of connectivity to every corridor. In several locations, trail segments transition to roadway crossings or sidewalks that could be enhanced to better accommodate shared bicycle and pedestrian use. In some areas, trails connect to individual subdivisions with opportunities to extend further into adjacent neighborhoods. Closing these connections represents a significant opportunity to increase the network's overall value and everyday utility.

Existing on-street bicycle facilities serve several areas of the community and can be further connected to support a more complete bicycle network. Where on-street facilities exist, there is a need for clearer transitions to off-street paths and improved wayfinding so users can easily navigate between different facility types.

EXECUTIVE SUMMARY

East–west travel across the Village is constrained by the roadway structure. Huntington Drive, Harnish Drive, Bunker Hill Drive, and Wintergreen Terrace function as higher-traffic collector streets and provide some of the only viable east–west routes. These corridors also show strong activity and have the potential to serve as clear connectors between neighborhoods, the Prairie Trail, downtown, schools, parks, and arterial multi-use paths.

Jurisdictional complexity is a defining characteristic of the Algonquin network. Facilities are owned and maintained by the Village, MCDOT, KDOT, IDOT, State, and private entities with public access. This makes it especially important that the Village defines its desired connections so opportunities can be coordinated and pursued ahead of any potential work within those jurisdictions. Jurisdictional references reflect roadway segments and may vary along a corridor.

Needs Assessment: Network Gaps and System Barriers

The needs assessment identifies gaps and barriers that prevent Algonquin's existing and planned facilities from functioning as a cohesive network. Gaps fall into several categories: short trail connectors, major corridor gaps, arterial multi-use path gaps, barrier intersections, and user experience issues such as wayfinding and unclear transitions.

Short trail connector gaps are often the most cost-effective opportunities to improve the overall system. In many locations, trail segments end within a short distance of another facility, but the connection is missing due to a roadway barrier or a subdivision boundary. Closing these short gaps can convert isolated facilities into continuous routes that provide meaningful access between neighborhoods and destinations. This is particularly important across arterials like Randall Rd.

East–west corridor gaps are among the most significant network issues in Algonquin, that when segments are connected, will transform the bicycling circulation in the Village. Huntington Drive, Harnish Drive, Bunker Hill Drive, and Wintergreen Terrace function as cross-town connectors and serve as practical candidates for buffered bike lanes. Improving continuity along these corridors would allow residents to move between the Prairie Trail, parks, downtown, and commercial areas using predictable routes rather than indirect neighborhood paths.

Arterial corridors present a different set of needs. Algonquin Road, Huntley Road, Randall Road, and Western Avenue/Main Street carry higher traffic volumes and speeds typical of suburban arterials. In these environments, the Village preference is for off-street multi-use paths or multi-use paths. Several locations contain discontinuities where multi-use paths exist but do not continue through the full corridor, forcing users onto narrow sidewalks or onto the roadway. Closing these gaps will improve comfort, reduce conflict, and strengthen the network's ability to serve both local and regional travel.

Barrier intersections and crossings are critical to network usability. Even where trail segments are in place, arterial roadway crossings and transitions between facility types present key opportunities for targeted improvements that would improve safety, comfort, and connectivity for bicyclists and pedestrians. Intersection and crossing improvements, including high-visibility markings, improved curb ramps, signage, and trail approach treatments, are essential to ensure the network functions as intended.

Finally, functional gaps related to wayfinding and transitions affect user comfort and route clarity. Improving signage, route identification, and trail-to-roadway transitions can significantly enhance the usability of the network without major construction, particularly where multiple facility types and jurisdictions overlap.

2 PROPOSED BIKEWAY NETWORK/ KEY SEGMENTS

PROPOSED BIKEWAY NETWORK/KEY SEGMENTS

The GIS-based Proposed Bikeway Network Map (Appendix B) is intended to illustrate existing and proposed facilities, identified gaps, connector segments, and barrier intersections. The map also identifies key destinations such as downtown, parks, schools, trailheads, and key corridors. In summary, 21.1 miles of proposed off-street path and 8.7 miles of proposed on-street bike lanes are outlined. See Table 1 below:

TABLE 1. EXISTING & PROPOSED FACILITIES

	Existing	Proposed	Total
Off-Street (Path)	56.8 mi	21.1 mi	77.9 mi
On-Street (Bike lanes)	5.6 mi	8.7 mi	14.3 mi
Total	**62.4 mi**	**29.8 mi**	**92.2 mi**

The network concept is based on strengthening connections to the Prairie Trail, improving east–west continuity on key local corridors, and completing arterial multi-use paths and off-street connections where feasible. Many roadways listed are considered low-stress and shared roadway environments may be suitable for most adult bicyclists. However, installation of bike lanes on these streets can help to allocate roadway space for improved visibility and comfort for bicyclists on these shared roadways and make the bicycling network appear more visually connected, consistent, and inviting for users of all ages and abilities.

The map serves as the primary visualization tool for understanding how individual gap projects contribute to the overall network. Note, segment numbers are used for reference and do not imply construction sequencing or priority. Proposed timeframes are 5 years for short-term, 6-10 years for medium-term, 10+ years for long-term.

Key Segments

1 – Lakewood Rd Extension: Huntley Rd to Annandale Dr (1.4 mi)

Target: Long-term

Proposed off-street path along the future collector, Lakewood Rd, connecting the south terminus of Lakewood Road on the north end to the proposed terminus of the Huntley Rd off-street path on the south. This project is within unincorporated Algonquin and will be completed with the leadership of MCDOT. This segment also crosses and connects with the proposed Segment 4 off-street path.

2 – Square Barn Rd: Huntley Rd to Dr John Burkey Dr (0.8 mi)

Target: Short-term, High priority

Proposed off-street path along arterial, Square Barn Rd, connecting the existing Square Barn Rd Trail on the north to the proposed Huntley Rd off-street path on the south. This segment also crosses and connects to the existing Coves Trail as well as the proposed Segment 4 off-street path. Project provides a connection to Westview Crossing Park.

3 – Huntley Rd: Lakewood Rd to Huntley Rd Trail (1.4 mi)

Target: Long-term

Proposed off-street path along arterial, Huntley Rd, connecting the proposed Lakewood Rd Extension on the west and the existing Huntley Road Trail off-street path on the east. This segment also crosses and connects to the proposed Segment 4 and 5 off-street paths. This portion of roadway is under KDOT jurisdiction and would require intergovernmental coordination, with the project performed under their leadership.

4 – Segment 4 Path: Lakewood Rd to Boyer Rd (1.9 mi)

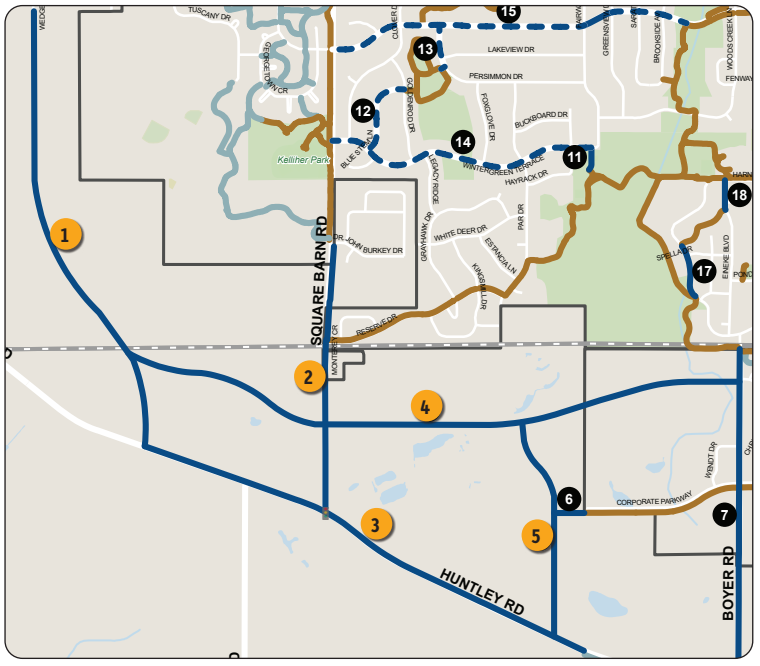
Target: Long-term

Proposed off-street path to be included with a roadway extension as a result of future development that connects to the proposed Lakewood Rd Extension on the west and the proposed Boyer Rd off-street path on the east. This segment also crosses and connects to the proposed Square Barn Rd and Segment 5 off-street paths.

5 – Segment 5 Path: Segment 4 Path to Huntley Rd (0.7 mi)

Target: Long-term

Proposed off-street path connecting the proposed Segment 4 off-street path on the north to the proposed Huntley Rd



PROPOSED BIKEWAY NETWORK/KEY SEGMENTS

off-street path on the south. This segment also crosses and connects to the proposed Corporate Pkwy Trail Extension. The path will also be included with a roadway extension as a result of future development.

6 – Corporate Parkway Trail Extension: Segment 5 Path to Corporate Pkwy Trail (0.1 mi)

Target: Long-term

Proposed off-street path along local road, Corporate Pkwy, connecting the proposed Segment 5 off-street path on the west to the terminus of the existing Corporate Pkwy Trail on the east.

7 – Boyer Rd: Huntley Rd/Longmeadow Pkwy to County Line Rd (1.0 mi)

Target: Short-term

Proposed off-street path along collector, Boyer Rd, connecting the existing Woods Creek Trail on the north to the existing Huntley Rd Trail on the south. This segment also crosses and connects to the existing Corporate Pkwy Trail.

8 – Randall Rd: Corporate Pkwy to Grandview Dr (0.9 mi)

Target: Medium-term

Proposed off-street path along arterial, Randall Rd, connecting the existing Randall Rd Trail on the north. This portion of roadway is partially under KDOT jurisdiction and would require intergovernmental coordination, with the project performed under their leadership.

9 – Corporate Parkway Trail Extension: Randall Rd to Stonegate Rd (0.4 mi)

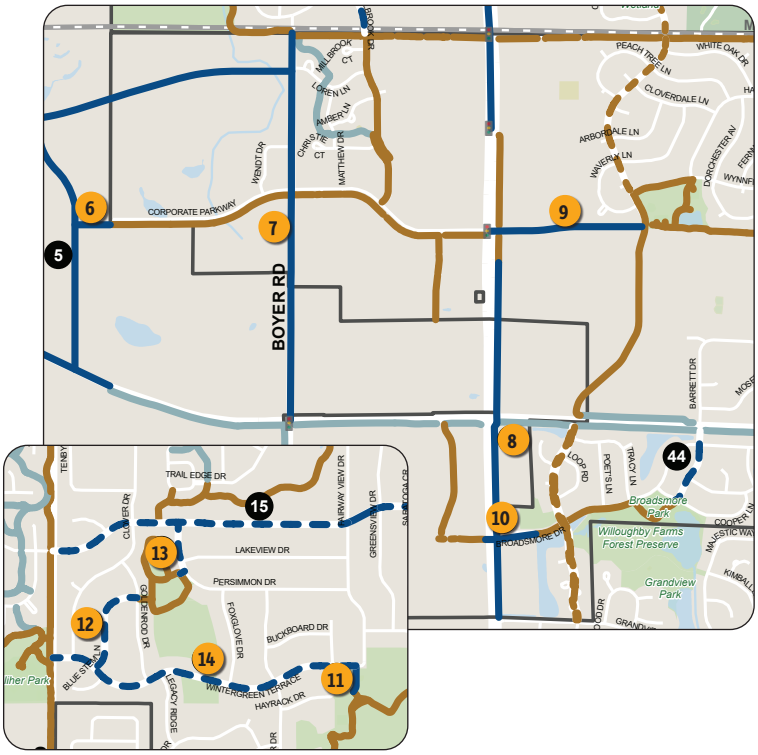
Target: Medium-term

Proposed off-street path along local road, Corporate Pkwy, connecting the terminus of the existing Corporate Parkway Trail on the west to the existing Willoughby Farms Park Trail on the east. This segment also crosses and connects to the existing Randall Rd Trail.

10 – Broadsmore Dr: Randall Rd to Stonegate Rd (0.1 mi)

Target: Short-term

Proposed off-street path along local road, Broadsmore Dr, connecting the limits of the existing Broadsmore Dr Trail across Randall Rd. This segment also crosses and connects to the proposed Randall Rd off-street path. This portion of roadway crosses Randall Rd, which is under KDOT jurisdiction and would require intergovernmental coordination. This work is anticipated to be performed by local developers.



11 – Ted Spella Community Park Trail Extension (0.1 mi)

Target: Medium-term

Proposed off-street path within the Ted Spella Community Park limits, connecting to the Park and its trails.

12 – Bluestem Ln: James B. Wood Park Trail to Wintergreen Ter (0.2 mi)

Target: Medium-term

Proposed on-street bike lanes along local road, Bluestem Ln, connecting the existing James B. Wood Park Trail on the north to the proposed Wintergreen Ter on-street bike lanes on the south. Project provides a connection to James B. Wood Park.

13 – Persimmon Dr: Bunker Hill Dr to James B. Wood Park (0.1 mi)

Target: Medium-term

Proposed on-street bike lanes along local road, Persimmon Dr, connecting the proposed Bunker Hill on-street bike lanes on the north to the existing James B. Wood Park Trail on the south. Project provides a connection to James B. Wood Park.

14 – Wintergreen Ter: Square Barn Rd to Ted Spella Community Park Trail (0.8 mi)

Target: Medium-term, High priority

Proposed on-street bike lanes along local road, Wintergreen Ter, connecting the existing Kelliher Park Trail on the west to the proposed Ted Spella Community Park Trail Extension on the east.

PROPOSED BIKEWAY NETWORK/KEY SEGMENTS

This segment also crosses and connects to the proposed Bluestem Ln on-street bike lanes.

15 – Bunker Hill Dr: Square Barn Rd to Brookside Ave (1.0 mi)

Target: Medium-term, High priority

Proposed on-street bike lanes and off-street path along local road, Bunker Hill Dr, connecting the existing Square Barn Trail on the west to the existing West Creek Trail on the east. This route proposes an off-street section between Fairway View Dr and Greensview Dr, due to street width limitations for an on-street bike lane. This segment also crosses and connects to the proposed Persimmon Dr on-street bike lanes and existing Trail of Woods Creek Trail.

16 – Algonquin Rd (IL-62): Square Barn Rd to Talaga Dr (1.1 mi)

Target: Long-term

Proposed off-street path along arterial, Algonquin Rd, connecting the existing Square Barn Trail on the west to the existing West Algonquin Trail on the east. This segment also crosses and connects to the existing Trail of Woods Creek Trail. This portion of roadway is under MCDOT jurisdiction and would require intergovernmental coordination, with the project performed under their leadership.

17 – Harnish Dr: Lenore Ln to Spella Dr (0.2 mi)

Target: Medium-term

Proposed off-street path along local road, Harnish Dr, connecting the existing Grand Reserve Trail on the north to the existing Woods Creek Trail on the south.

18 – Eineke Blvd: Harnish Dr to Eineke Ct (0.1 mi)

Target: Medium-term

Proposed off-street path along local road, Eineke Blvd, connecting the existing Harnish Dr Trail on the north to the existing Library, Ted Spella Community Park, and Harnish Drive Trails.

19 – Millbrook Dr: Pondview Dr to County Line Rd (0.3 mi)

Target: Long-term

Proposed on-street bike lanes along local road, Millbrook Dr, connecting the existing Millbrook Dr Trail segments on the north and south, as well as the existing County Line Road Trail on the south.

20 – Jacobs High School Trail Extension: Golden Eagle Dr to Sherman Rd (0.1 mi)

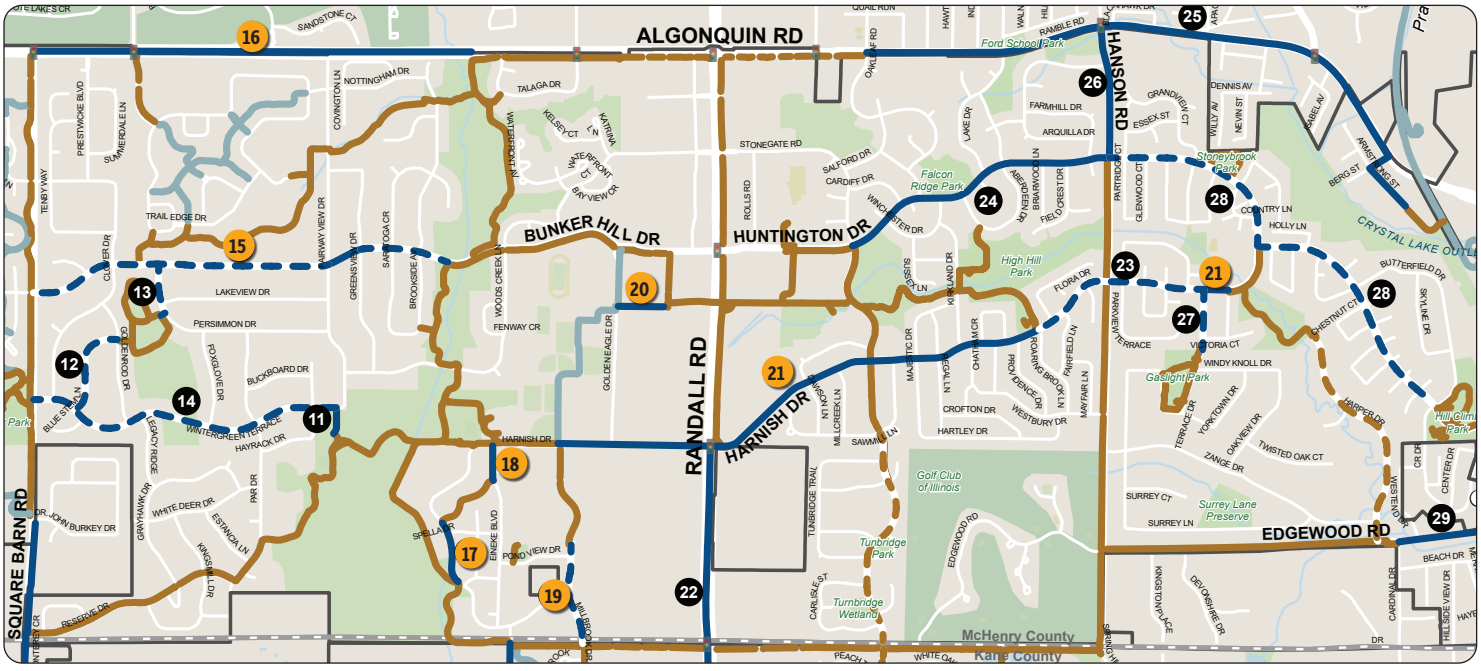
Target: Medium-term, High priority

Proposed off-street path adjacent to Harry D. Jacobs High School, connecting the existing Jacobs High School trail on the west to the existing Sherman Rd Trail on the east. This connection is expected to be performed by local developers.

21 – Harnish Dr: Millbrook Dr to Roaring Brook Ln (1.0 mi)

Target: Long-term

Proposed off-street path along collector, Harnish Dr, connecting the retail corridor on the west to the existing High Hill Park Trail on the east. This segment also crosses and connects to the existing West Creek Trail. Project provides a connection to



High Hill Park. This portion of roadway crosses Randall Rd, which is under MCDOT jurisdiction and would require intergovernmental coordination.

22 – Randall Rd: Harnish Dr Ave to Commons Dr (0.7 mi)

Target: Long-term, High priority

Proposed off-street path along the retail corridor on arterial Randall Rd, connecting the existing Randall Rd trail segments on the north and south. This segment also crosses and connects to the existing County Line Rd Trail. This portion of roadway is under both MCDOT and KDOT jurisdiction and would require intergovernmental coordination, with the project performed under MCDOT leadership.

23 – Harnish Dr: Roaring Brook Ln to Eagle Ridge Ln (0.5 mi)

Target: Long-term

Proposed on-street bike lanes along collector, Harnish Dr (continuing Segment 21), connecting the existing High Hill Park Trail on the west to the existing Harnish Dr Trail on the east. This route proposes an off-street section between Terrace Dr and Eagle Ridge Ln, due to street width limitations for an on-street bike lane. A direct route connecting to Kenneth E Neubert Elementary School. This segment also crosses and connects to the existing Hanson Rd Trail.

24 – Huntington Dr: Stonegate Rd to Hanson Rd (0.7 mi)

Target: Medium-term, High priority

Proposed off-street path along collector, Huntington Dr, connecting the existing West Creek Trail on the west to the proposed Huntington Dr on-street bike lanes on the east. This segment also crosses and connects to the existing Hanson Rd Trail.

25 – Algonquin Rd (IL-62): Oakleaf Ct to Armstrong St (1.7 mi)

Target: Long-term, High priority

Proposed off-street path along arterial, Algonquin Rd (IL-62), connecting the existing Algonquin Rd Trail on the west to the existing Makers Park Trail on the east. This is a key regional connection to the Prairie Trail. This segment also crosses and connects to the proposed Hanson Rd Trail Extension. This portion of roadway is under MCDOT jurisdiction and would require intergovernmental coordination, with the project performed under their leadership.

26 – Hanson Rd Trail Extension: Algonquin Rd (IL-62) to Huntington Dr (0.3 mi)

Target: Long-term

Proposed off-street path on along collector, Hanson Rd, connecting the proposed Algonquin Trail on the north to the existing Hanson Rd Trail on the south. This segment also crosses and connects to the proposed Huntington Dr on-street bike lanes.

27 – Terrace Dr: Harnish Dr to Victoria Ct (0.2 mi)

Target: Medium-term

Proposed on-street bike lanes along local road, Terrace Dr, connecting the proposed Harnish Dr on-street bike lanes on the north to the existing Gaslight Park Trail on the south.

28 – Huntington Dr: Hanson Rd to Circle Dr (1.2 mi)

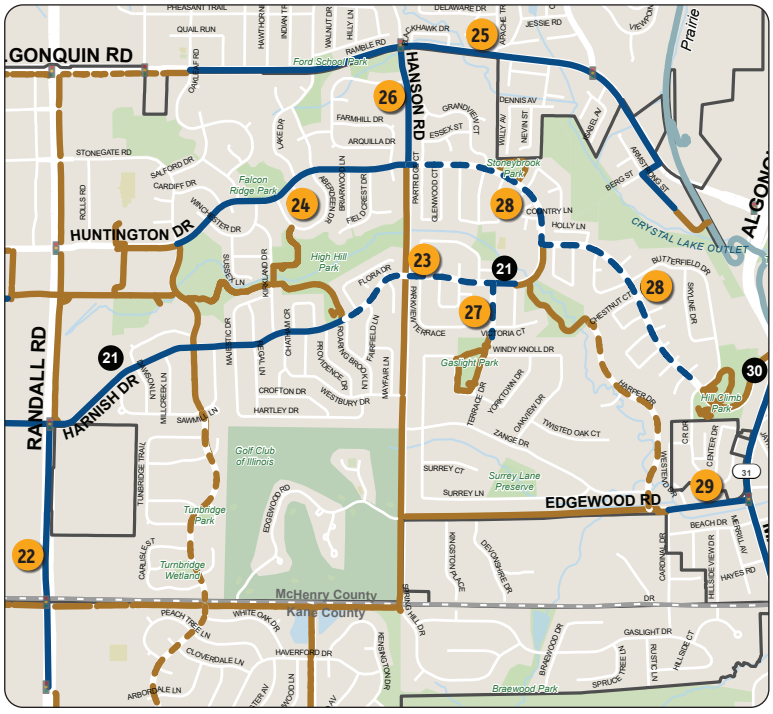
Target: Short Term, High priority

Proposed on-street bike lanes along collector, Huntington Dr, connecting and continuing the proposed Huntington Drive on-street bike lanes on the west to the existing Huntington Dr Trail on the east. A direct route connecting to Kenneth E Neubert Elementary School. This segment also crosses and connects to the existing Hanson Rd and Stoneybrook Park Trail. Project provides a connection to Stoneybrook Park and Hill Climb Park.

29 – Edgewood Rd: Harper Dr to IL-31 (0.2 mi)

Target: Long-term

Proposed off-street path along collector, Edgewood Dr, connecting the existing Edgewood Dr Trail and Harper Dr Bike Route on the



west to the proposed IL-31 off-street path on the east. This portion of roadway connects to IL-31, which is under IDOT jurisdiction and would require intergovernmental coordination. This project will involve bridge widening or replacement over the Ratt Creek and Dixie Creek conversion point.

30 – IL-31: Lundstrom Ln to Main St (1.4 mi)

Target: Long-term, High priority

Proposed off-street path along arterial, IL-31, connecting the existing Huntington Dr Trail and Prairie Trail on the north to the existing Route 31 Trail on the south. This segment also crosses and connects to the proposed Edgewood Rd off-street path. This portion of roadway is under IDOT jurisdiction and would require intergovernmental coordination, with the project performed under their leadership.

31 – Westbourne Pkwy: White Chapel Ln to Segment 32 Path (0.2 mi)

Target: Long-term

Proposed off-street path connecting to the proposed Segment 32 Trail on the east. This work is anticipated to be performed by local developers.

32 – Segment 32 Path: Segment 33 Path to Forest Dr (0.4 mi)

Target: Long-term

Proposed off-street path connecting the proposed Segment 33 Trail on the north to the existing Longmeadow Pkwy Trail on the south. This portion of roadway connects to Longmeadow Pkwy, which is under KDOT jurisdiction and would require intergovernmental coordination. This work is anticipated to be performed by local developers.

33 – Segment 33 Path: Segment 32 Path to Western Ave (0.6 mi)

Target: Long-term

Proposed off-street path connecting the proposed Segment 32 Trail on the west to the proposed Route 31 Trail on the east. This work is anticipated to be performed by local developers.

34 – Hubbard St: Algonquin Rd (IL-62) to Schuett St (0.5 mi)

Target: Medium-term

Proposed on-street bike lane along collector, Hubbard St, connecting to the proposed Algonquin Rd off-street path to the existing Prairie Trail. This portion of roadway connects to Algonquin Rd (IL-62), which is under IDOT jurisdiction and would require intergovernmental coordination.

35 – Algonquin Rd (IL-62): Harrison St to Highland Ave (0.2 mi)

Target: Long-term

Proposed off-street path along arterial, Algonquin Rd (IL-62), connecting the existing North and South Harrison St Trails on the west to the existing Highland Ave Trail on the east. Project provides a connection to Cornish Park. This portion of roadway is under IDOT jurisdiction and would require intergovernmental coordination, with the project performed under their leadership.

36 – Longwood Dr: Algonquin Rd (IL-62) to Algonquin Middle School (0.3 mi)

Target: Medium-term, High priority

Proposed off-street path along the west side of local road, Longwood Dr, connecting Algonquin Rd and the proposed Ridge St on-street bike lanes on the north to the Algonquin Middle School on the south.

37 – Souwanas Trl: Manhatas Trl to Sandbloom Rd (0.5 mi)

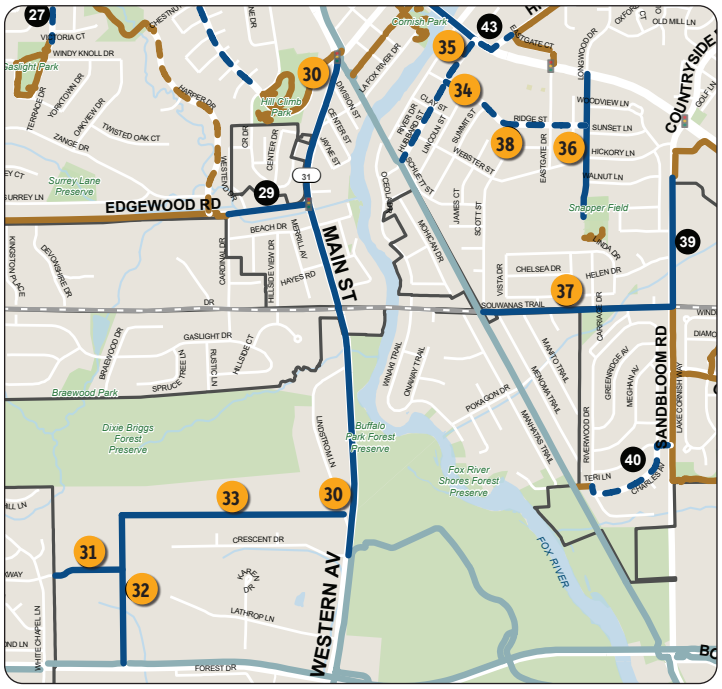
Target: Long-term

Proposed off-street path along collector, Souwanas Trl, connecting the existing Prairie Trail and Fox River Trails on the west to the existing Sandbloom Rd Trail on the east.

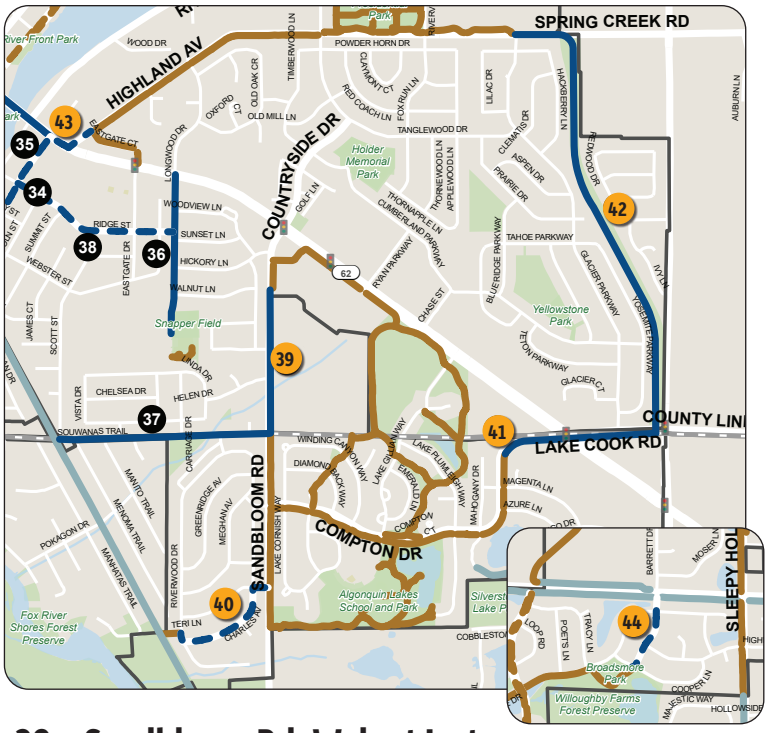
38 – Ridge St: Hubbard St to Longwood Dr (0.7 mi)

Target: Medium-term, High priority

Proposed on-street bike lane along local road, Ridge St, connecting the proposed Hubbard St on-street bike lanes on the west to the proposed Longwood Dr on-street bike lanes on the east.



PROPOSED BIKEWAY NETWORK/KEY SEGMENTS



39 – Sandbloom Rd: Walnut Ln to Lake Cook Rd (0.4 mi)

Target: Short-term

Proposed off-street path along collector, Sandbloom Rd, connecting the existing Sandbloom Rd Trail on the north to the existing Sandbloom Rd Trail and proposed Souwanas Trl off-street path on the south.

40 – Charles Ave: Riverwood Dr to Sandbloom Rd (0.3 mi)

Target: Medium-term

Proposed on-street bike lane along local road, Charles Ave, connecting the existing Riverwood Drive Connector on the west to the existing Sandbloom Rd Trail on the east. This connection provides an important connection near the south limits of the Village to the Prairie Trail/Fox River Trail.

41 – Lake Cook Rd: Magenta Ln to Elgin Rd (IL-25) (0.4 mi)

Target: Long-term, High priority

Proposed off-street path along arterial, Lake Cook Rd, connecting the existing Compton Dr Trail on the west to the proposed Segment 42 Trail on the east. This portion of roadway is under MCDOT/KDOT jurisdiction and crosses Algonquin Rd (IL-62) which is under IDOT jurisdiction. Intergovernmental coordination is required. Due to the geometry of the intersection and high traffic volumes, this connection will require significant coordination and design.

42 – Segment 42 Path: Spring Creek Rd to Lake Cook Rd (1.2 mi)

Target: Long-term, High priority

Proposed off-street path connecting the existing Highland Ave Trail on the north to the proposed Lake Cook Rd off-street path on the south.

43 – Highland Ave: Eastgate Dr to Algonquin Rd (IL-62) (0.1 mi)

Target: Long-term

Proposed off-street path along collector, Highland Ave, connecting the existing Highland Ave Trail on the north to the proposed Algonquin Rd off-street path on the south. This portion of roadway connects to Algonquin Rd (IL-62), which is under IDOT jurisdiction and would require intergovernmental coordination.

44 – Barrett Dr: Longmeadow Pkwy to Cooper Ln (0.2 mi)

Target: Medium-term

Proposed on-street bike lane along local road, Barrett Dr, connecting the existing Longmeadow Pkwy Trail on the north to the Broadsmore Park at Cooper Ln on the south.

Design Guidelines and Facility Typologies

The Village will use generally accepted design guidance from IDOT, AASHTO, NACTO, and the Manual on Uniform Traffic Control Devices (MUTCD). These resources provide consistent standards for facility width, alignment, markings, signage, and intersection treatments and help ensure improvements are safe, maintainable, and compatible with the Village's roadway context.

Consistent with Village preference for comfortable facilities, off-street multi-use paths and arterial multi-use paths are identified as primary facility types for higher-volume corridors. Where on-street accommodations are necessary to complete connectivity (particularly on key local east–west routes), the Village supports buffered bike lanes.

Typical cross sections are included as a part of this study and will be refined through engineering design. Typically, Arterials, Collectors, and Local Roads have 100', 80', and 66' right-of-way widths, respectively. Their roadway widths are typically 48', 34', and 31', respectively, with slight variations in some cases. Where off-street paths are proposed, the path is typically an 8-10' wide asphalt or concrete path and where on-street bike lanes are proposed, they are typically 5' wide, with a striped buffer (if possible). See the typical section exhibit (Appendix C) for examples.

3 IMPLEMENTATION

IMPLEMENTATION

Implementation Strategy

The Village's primary objective is to close gaps that prevent the existing and planned facilities from functioning as a connected network. This document ranks corridors and gap types across short-, medium-, and long-term timeframes and identifies high-priority opportunities for implementation as they arise through capital projects, maintenance programs, development activity, and interagency coordination.

The Village's strategy is threefold: connect what exists, complete what is planned, and improve crossings that make the network usable. When roadway resurfacing or reconstruction is planned, the Village should evaluate whether bike lanes, signed/shared accommodations, or crossing improvements can be incorporated. When development occurs, the Village should pursue easements, trail extensions, and connector segments that complete missing links. When coordination opportunities arise with KDOT, MCDOT, IDOT, or private partners, the Village should prioritize projects that improve continuity across jurisdictional boundaries.

The primary corridor focus areas identified in this Bikeway Gap Plan include: the east–west local corridors of Huntington Drive, Harnish Drive, Bunker Hill Drive, and Wintergreen Terrace; the arterial multi-use path corridors of Algonquin Road, Huntley Road, Randall Road, and Western Avenue/Main Street (IL-31); and short connector projects that link parks, neighborhoods, trailheads, and the Prairie Trail. On Algonquin's east side, recent planning efforts emphasize improving neighborhood connectivity to local schools through enhanced pedestrian and bicycle access, including new multi-use path investments such as the forthcoming Sandbloom Road path that will expand safe, non motorized travel options in adjacent residential areas. Identification of a segment does not constitute funding approval or a construction commitment.

The Village is also actively pursuing acquisition of the property located at 609 S. Main Street adjacent to the existing Prairie Trail trailhead and downtown Algonquin. If acquired, the site would be redeveloped as an expansion of the existing trailhead, providing additional public parking, bicycle parking, wayfinding signage, and improved access between the Prairie Trail and downtown destinations. The project would strengthen the connection between the regional trail network and Algonquin's downtown business district, supporting both recreational and transportation-related trail use while expanding trailhead capacity for residents and visitors.

Programs, Partnerships, and Resources

Implementation of bikeway and trail improvements typically occurs through a combination of Village capital investments, routine maintenance and resurfacing programs, development-driven improvements, and coordinated projects with partner agencies. Because much of the Village network spans multiple jurisdictions, partnerships with KDOT, MCDOT, IDOT, school districts, private trail owners, and regional organizations are essential for advancing certain corridor projects and intersection improvements.

The Village may also consider external programs and resources that align with planned improvements. These resources can be helpful for advancing larger corridor connections, multi-use paths, and crossing improvements, particularly where projects create significant connectivity benefits or require coordination with other agencies. When pursuing such opportunities, the Village should prioritize projects that close meaningful gaps, support continuity, and are compatible with long-term maintenance needs. Several proposed segments improve access to schools and support Safe Routes to School objectives.

In addition to capital and partnership opportunities, the Village may pursue non-infrastructure actions that support network function, including wayfinding signage, route branding, bicycle parking at key destinations, and consistent standards for trail-to-roadway transitions. Detailed cost estimates and implementation timelines will be developed as projects advance through engineering, funding, and partnership coordination.

Community Engagement

Because this is a Bikeway Gap Plan rather than a comprehensive Bikeway Plan, engagement is designed to be targeted and efficient, focused on confirming connectivity needs, identifying barriers, and validating proposed connections. Engagement strategies are structured to balance transparency with a focus on implementable network improvements.

A map-based public input tool is particularly effective for gap studies because residents can identify where trails end abruptly, where crossings are difficult, and where connections are missing. Targeted stakeholder meetings (including coordination with partner agencies and trail owners) can supplement public input and help refine projects that require multi-jurisdiction implementation.

Engagement themes for Algonquin are expected to emphasize improved east–west continuity, better connections to the Prairie Trail, strengthened access to downtown and parks, and comfortable off-street accommodations along arterials.

Public Engagement and Community Input Summary

As part of the Bikeway Gap Plan process, the Village of Algonquin conducted a public input survey to gather resident feedback on existing bicycling conditions, network gaps, and priority improvements. The survey results provide direct input on connectivity gaps, user barriers, and priority improvements from residents across the Village. Responses were collected in April 2026 and reflect input from residents across multiple neighborhoods and geographic areas of the Village.

Overall Comfort and Network Perception

Survey results show that residents generally view Algonquin's existing off-street trail system as a strong asset. Approximately 62 percent of survey respondents reported feeling very or somewhat comfortable using the current bike network for regular trips, establishing a strong foundation for future improvements. Feedback also highlighted specific gaps and high-stress crossings where targeted investments could improve safety, comfort, and connectivity. These responses helped inform the priority segments identified in this Plan. Neutral responses frequently appeared to reflect limited use of the network rather than dissatisfaction with existing conditions.

Facilities that received the most consistent positive feedback include the Prairie Trail, the Fox River Trail, downtown trail connections, and existing grade-separated or protected crossings of Randall Road. These comments align with the Plan's emphasis on maintaining and strengthening regional trail connections while improving transitions between off-street paths and neighborhood routes.

Key Barriers and Gap Conditions

The most commonly cited barriers align closely with the network gaps identified in this Plan. The highest frequency issues raised by respondents include:

- Crossing major arterial corridors, particularly Randall Road, Algonquin Road (IL 62), and Route 31
- Discontinuous or missing trail segments that force riders onto high traffic roadways
- Limited east–west connectivity between neighborhoods, schools, downtown, and regional trails
- Opportunities to improve wayfinding and trail-to-roadway transitions once riders leave major trail corridors

Concerns related to Randall Road correspond with several proposed segments, including Segment 22 (Randall Rd: Harnish Dr to Commons Dr) and Segment 8 (Randall Rd: Corporate Pkwy to Grandview Dr), both identified as high priority long term off street path connections. Similarly, repeated comments regarding the difficulty of traversing Algonquin Road (IL 62) are directly addressed by Segment 16 (Algonquin Rd: Square Barn Rd to Talaga Dr) and Segment 25 (Algonquin Rd: Oakleaf Ct to Armstrong St), which focus on completing continuous off street facilities and improving access to the Prairie Trail and downtown.

Priority Connections and Desired Destinations

Public input strongly supports the Plan's focus on targeted gap closures that unlock connectivity rather than creation of entirely new trail corridors. The most frequently requested improvements align with several high-priority segments already identified in the Proposed Bikeway Network Map, including:

East–west neighborhood connections along key local corridors such as:

- Segment 14 – Wintergreen Terrace: Square Barn Rd to Ted Spella Community Park Trail
- Segment 15 – Bunker Hill Dr: Square Barn Rd to Brookside Ave
- Segment 24 and Segment 28 – Huntington Dr east–west continuity improvements
- Segment 21 – Harnish Dr: Millbrook Dr to Roaring Brook Ln

Improved access to downtown Algonquin and the Prairie Trail, particularly from neighborhoods east and west of Route 31, addressed by:

- Segment 29 – Edgewood Dr: Harper Dr to IL 31
- Segment 30 – IL 31: Lundstrom Ln to Main St

Connections to schools and community facilities, including Jacobs High School, Algonquin Middle School, and Eastview Elementary School, supported by:

- Segment 20 – Jacobs High School Trail Extension
- Segment 36 – Longwood Dr: Algonquin Rd to Algonquin Middle School
- Segment 28 – Huntington Dr connection to Neubert Elementary School

North–south continuity and access to retail areas, particularly along Randall Road and surrounding commercial areas, addressed through Segments 8, 9, 10, 21, and 22.

These locations were repeatedly cited as areas where relatively short connections or safer crossings would significantly improve comfort and allow residents to make everyday trips by bicycle rather than limiting use to recreation only.

Summary of Public Input Themes

Overall, public input reinforces the central conclusion of this Bikeway Gap Plan: Algonquin's bikeway system is extensive but not yet fully connected. Residents value the existing trails and strongly support closing specific gaps that limit east–west travel, hinder access to downtown and schools, and make crossing major roadways uncomfortable. Feedback closely aligns with the Plan's identified high-priority segments, particularly Segments 14, 15, 20, 22, 24, 25, 28, 29, 30, and 36, confirming that the proposed network reflects community priorities and will meaningfully improve system connectivity when implemented.

Metrics and Monitoring Plan

The Village can monitor progress through practical measures that reflect the purpose of this Bikeway Gap Plan: improving continuity and usability of the network. Suggested metrics include miles of facilities added or improved, the number of gap segments completed, the number of trail systems connected, and the number of barrier crossings improved.

Where feasible, the Village may also track usage trends through periodic observational counts or trail counts at key locations such as Prairie Trail access points and downtown connectors. Tracking these metrics can help demonstrate progress over time and inform future planning efforts. The Public Works Department will be responsible for tracking progress as part of its Strategic Plan initiative. Key outcome indicators and annual targets will be determined to monitor progress of the Bikeway Gap Plan.

4 APPENDICES

Appendix A – Resolution-Ready Adoption Language

A RESOLUTION OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY, ILLINOIS ADOPTING THE VILLAGE OF ALGONQUIN BIKEWAY GAP PLAN

WHEREAS, the Village of Algonquin recognizes the value of safe, accessible, and connected bicycle and pedestrian infrastructure to support recreation, local mobility, economic activity, and quality of life; and

WHEREAS, the Village has established a growing network of bicycle and pedestrian facilities, including off-street paths, on-street accommodations, and publicly accessible paths maintained under multiple jurisdictions; and

WHEREAS, the Village has identified that the primary need within its active transportation system is not the creation of an entirely new network, but rather the completion of gaps and missing links that prevent the existing and proposed system from functioning as a cohesive and continuous network; and

WHEREAS, the Village of Algonquin has prepared the Village of Algonquin Bikeway Gap Plan as a planning-level document intended to identify gap completion projects, establish policy direction, and support coordination and implementation through capital planning, maintenance programs, development review, and interagency partnerships; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, McHenry County, Illinois, as follows:

1. The Village of Algonquin Bikeway Gap Plan is hereby adopted as an official guiding document for bicycle and pedestrian network connectivity improvements and as a reference for Village planning, capital programming, and project coordination.

2. Village staff are authorized and directed to use this Bikeway Gap Plan in evaluating capital improvement opportunities, coordinating with partner agencies, integrating bicycling and walking considerations into routine roadway work, and advancing projects that close gaps and improve network continuity.

3. The Village shall consider this Bikeway Gap Plan when reviewing development proposals and when coordinating on projects within County, State, or privately maintained corridors that affect the Village's network.

PASSED and ADOPTED this ___ day of _____, 20__.

DRAFT

Village of Algonquin
Bike Route Map

- Existing Off-Street Path
- Existing On-Street Bike Lane
- Proposed Off-Street Path
- Proposed On-Street Bike Lane
- Non-Municipal Off-Street Path

NORTH

0 0.25 0.5 1

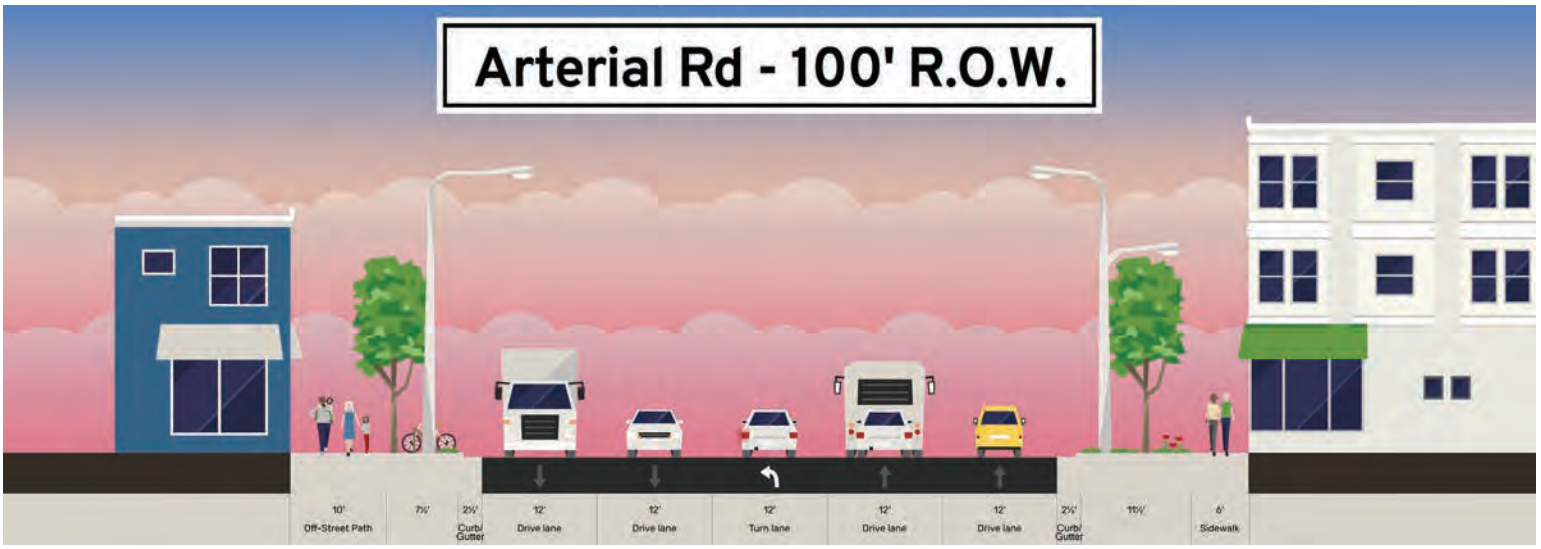
Miles

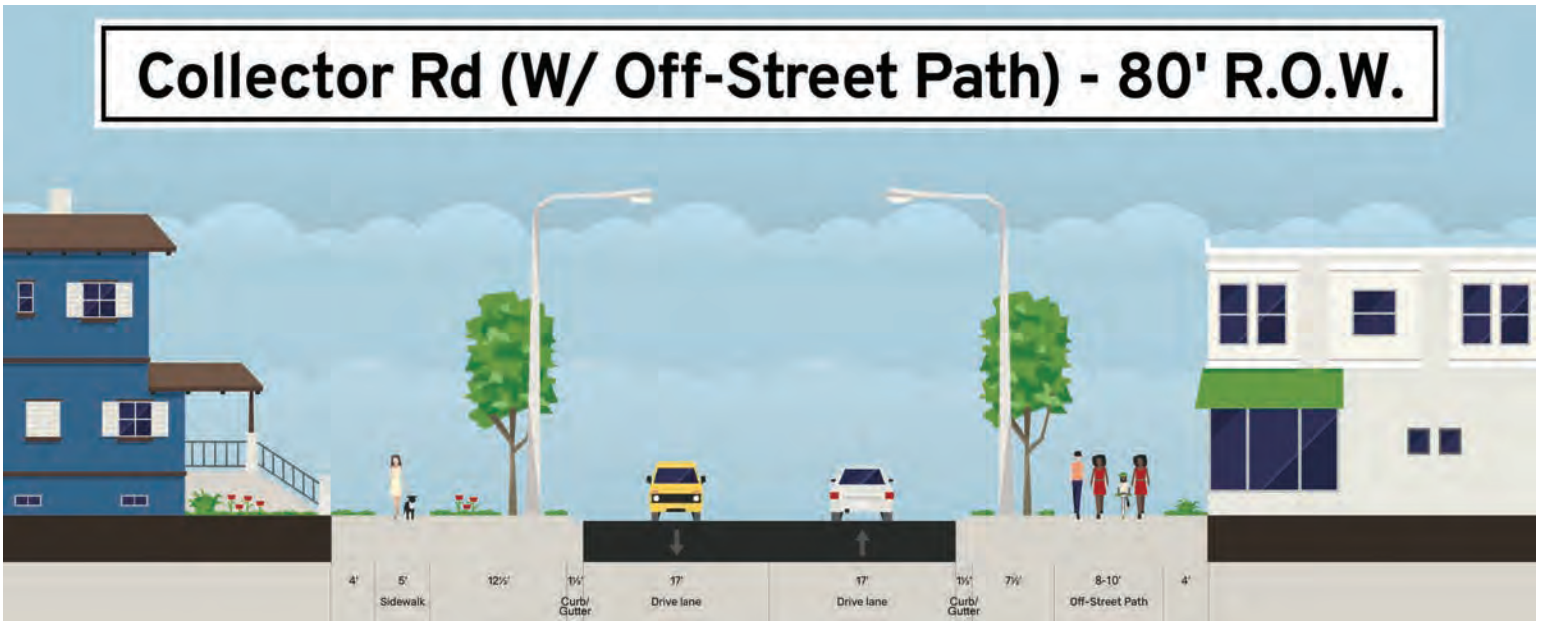
Appendix B – Proposed Network Map

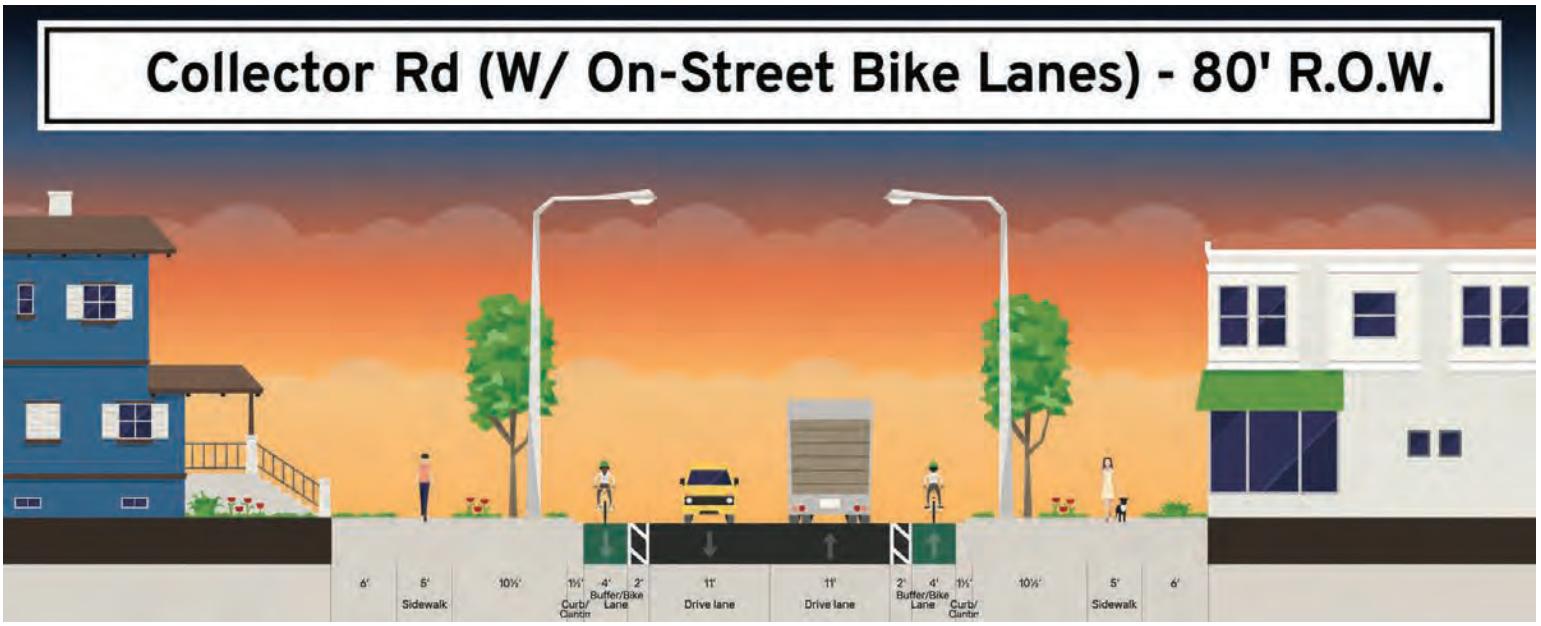
© OpenStreetMap contributors

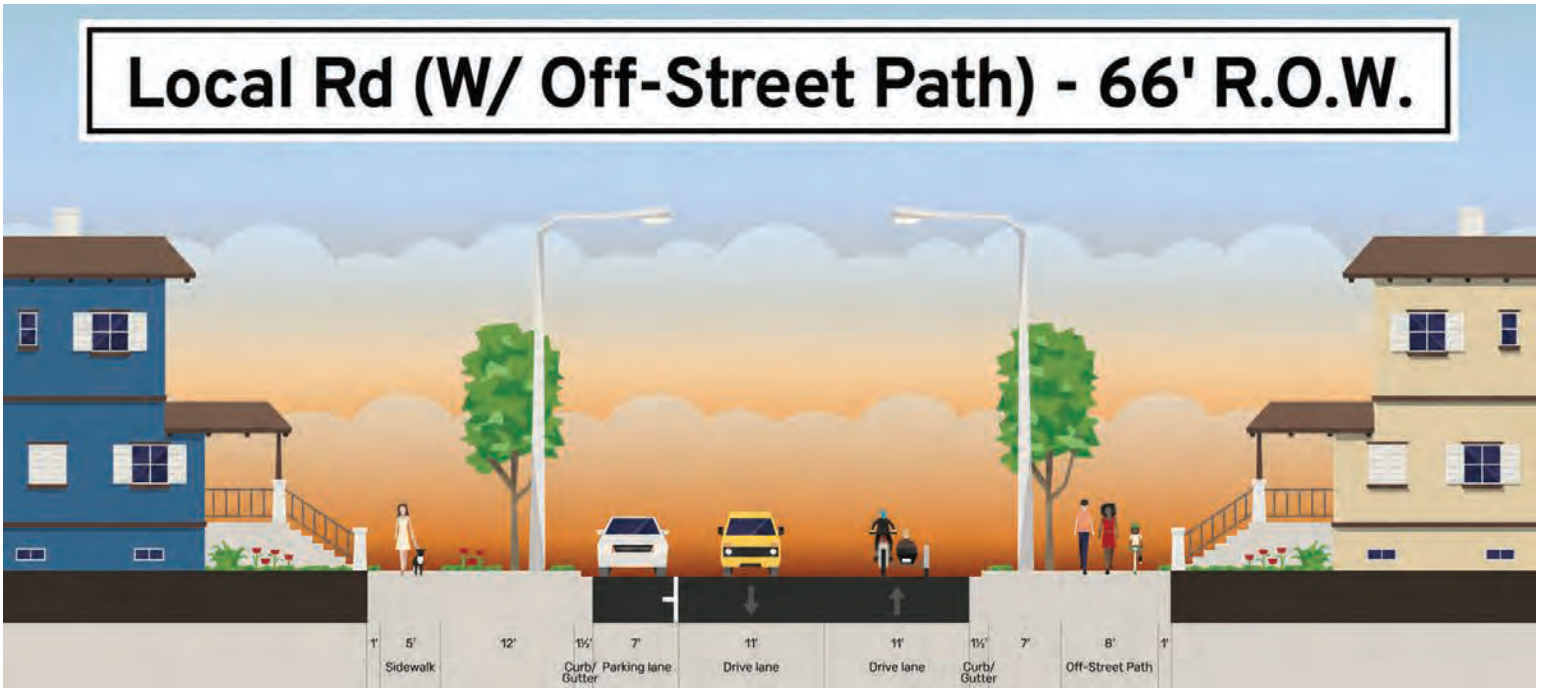
Appendix C – Typical Cross Sections

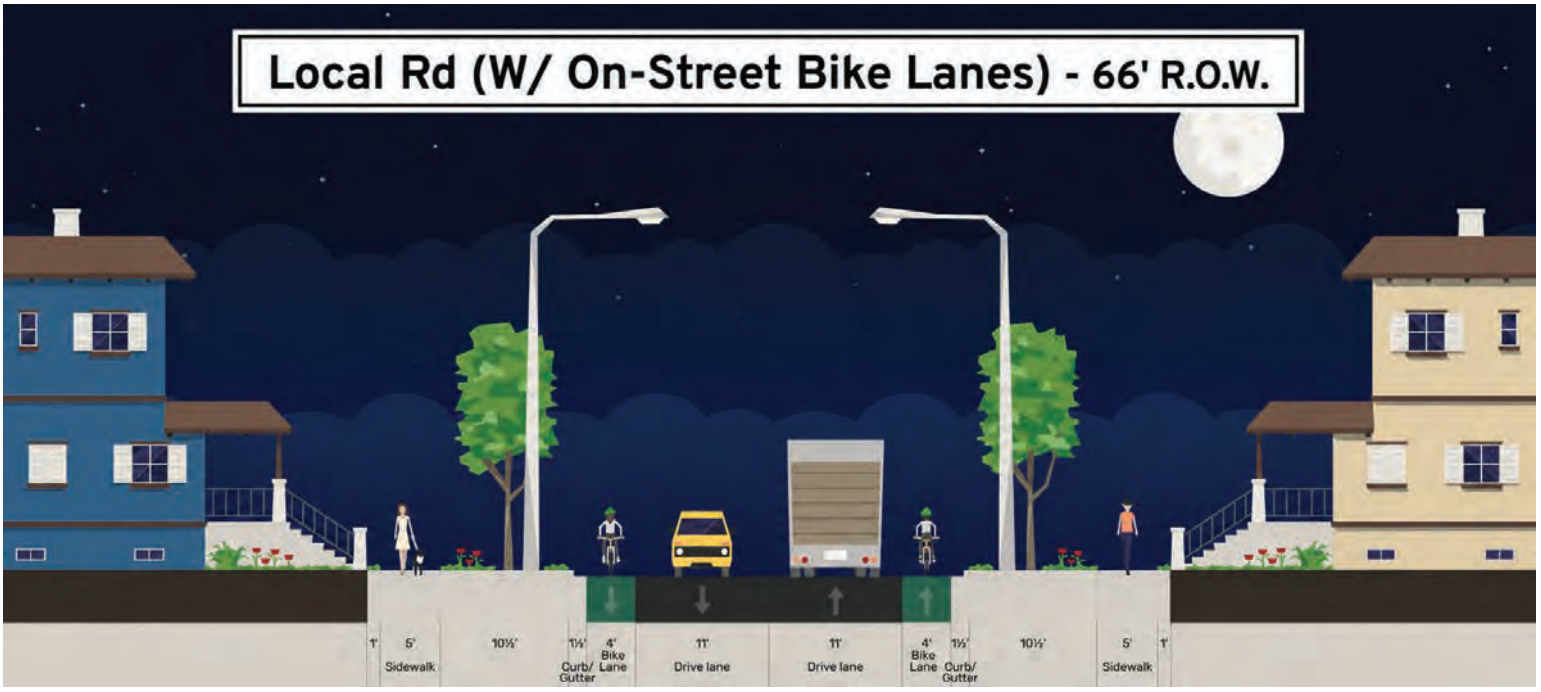
Conceptual and not to scale. Final dimensions and facility types are subject to engineering evaluation and approval.








Local Rd (W/ Off-Street Path) - 66' R.O.W.
1'
5'
Sidewalk
12'
1½'
Curb/ Gutter
7'
Parking lane
11'
Drive lane
11'
Drive lane
1½'
Curb/ Gutter
7'
8'
Off-Street Path
1'


Local Rd (W/ On-Street Bike Lanes) - 66' R.O.W.
1'
5'
Sidewalk
10½'
1½'
Curb/ Gutter
4'
Bike Lane
11'
Drive lane
11'
Drive lane
4'
Bike Lane
1½'
Curb/ Gutter
10½'
5'
Sidewalk
1'

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 5, 2026

TO: Tim Schloneger, Village Manager
Nadim Badran, Deputy Village Manager/Public Works Director

FROM: Brad Andresen, Chief Ecologist / Horticulturist

SUBJECT: Coves Wetland Restoration

A request for proposals was released to qualified ecological contractors in May 2026 for the Coves Wetland Restoration. The Village received the following responses:

Contractor	Base Quote Price
Resource Environmental Solutions (RES)	$145,475.00
EnCap, Inc	$150,708.60
Baxter & Woodman Natural Resources	$159,492.50
V3	$198,538.34

This project involves native restoration of a 3 acre wetland area adjacent to the Coves subdivision within the Woods Creek corridor. It is owned by the Village of Algonquin. The work involves invasive tree and brush clearing, site preparation and native mesic and wetland seeding. This project is being funded through the use of restricted funds collected overtime from developers for wetland mitigation.

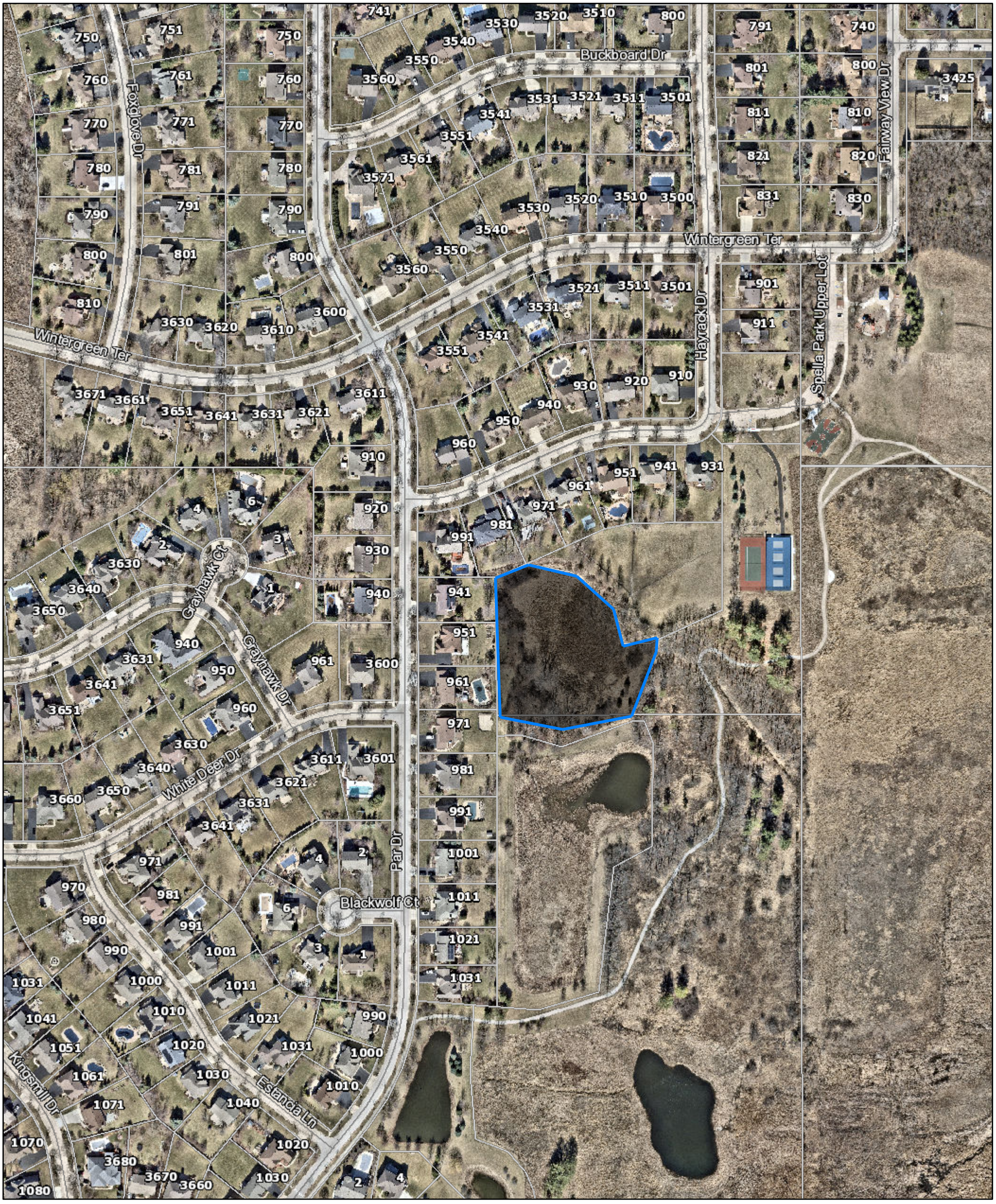
After reviewing the proposals, we recommend approving the Resource Environmental Solutions quote of $145,475.00. The Village has worked with RES numerous times throughout the past five years as they have done several of the creek restoration projects along the Woods Creek Corridor.

Summary

1. The Village received four quotes for the Cove Wetland Restoration RFQ
2. Resource Environmental Solutions (RES) provided the lowest quote for the work at $145,475.00
3. After checking references, staff recommends to award this contract to Resource Environmental Solutions.
4. Sufficient funds will be available within the Natural Area and Drainage Fund in the Wetland Mitigation Restricted Funds line item for this essential natural area improvement.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Coves Wetland Restoration in the amount of $145,475.00 to Resource Environmental Solutions.

Coves Wetland Restoration



July 30, 2026

- Not in Village
- Village Limit
- Street Name
- Tax Parcels
- Site Address Points

1:2,500

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

Effective Date: 8/1/2026

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 B – Contract Price; 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: Cove Wetland Restoration	Location: Par Drive
Originating Department: **Village of Algonquin Public Works**	

Owner	**Vendor**
Name : Village of Algonquin	**Name:** Resource Environmental Solutions
Address: 2200 Harnish Drive Algonquin, IL 60102	**Address:** 17921 W. Smith Rd. PO Box 256 Broadhead, WI 53520
Contact: Brad Andresen	**Contact:** Derek Brehm
Phone: 847-658-1488	**Phone:** (262) 352-9572
Email: bradleyandresen@algonquin.org	**Email:** dbrehm@res.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:
Price as set forth in Schedule B

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1		Cove Wetland Restoration per proposal	$145,475.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date is April 30, 2028

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:_____

Revision Date: August 28, 2018

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.

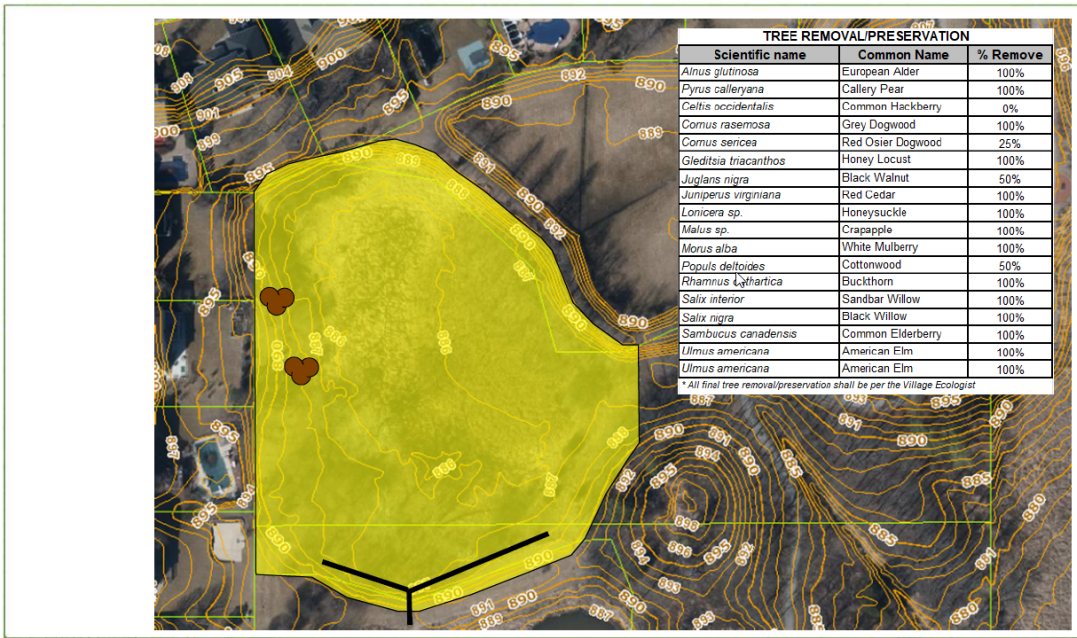
18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

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.

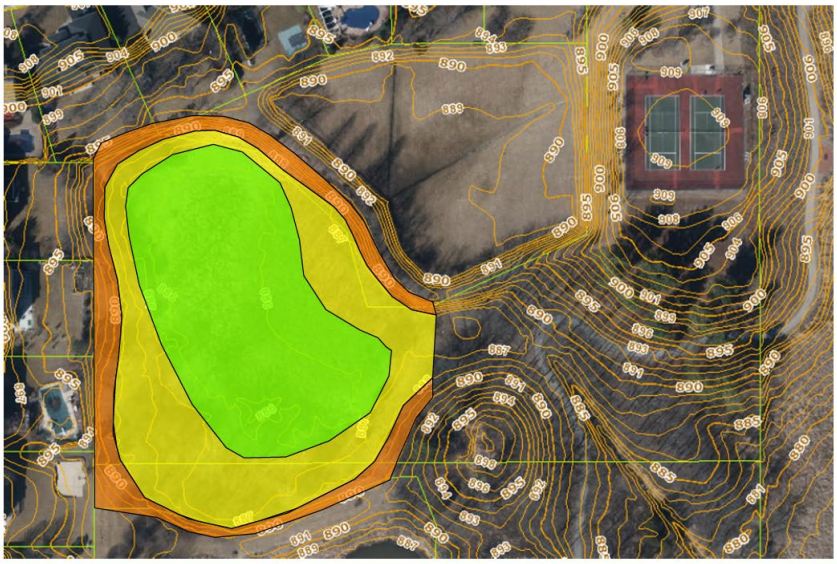
21. Controlling Law, Severability: The validly of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys' fees incurred 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.

This is **SCHEDULE A**, consisting of 5 pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)**



VOA: _____

_____: _____



Legend

- Mesic Prairie Seeding (.7 Ac)
- Wet-Mesic Prairie Seeding (1.2 Ac)
- Wet Prairie/Emergent Seeding (1.2 Ac)

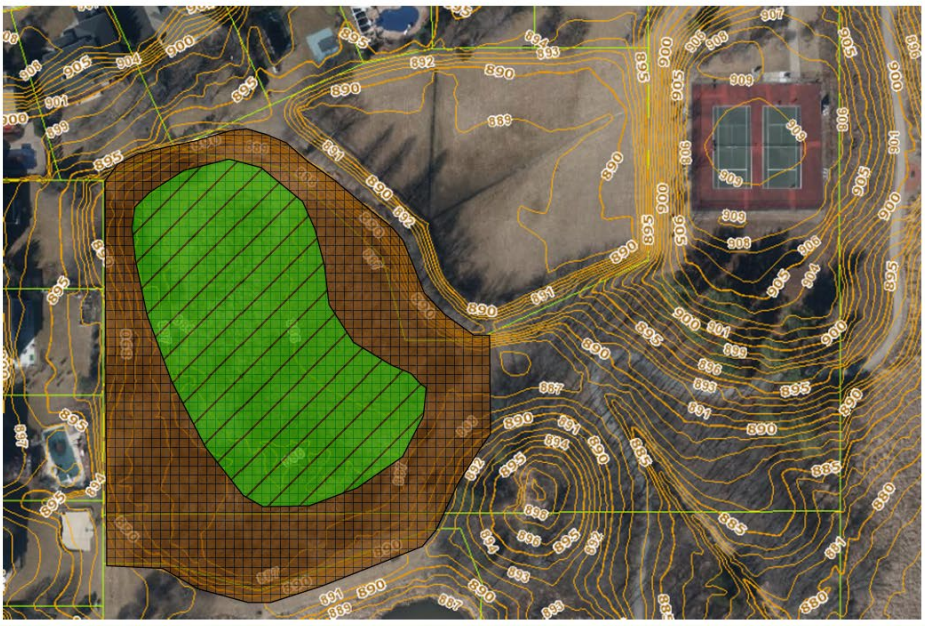
Native Seeding Plan

Cove Wetland Restoration

Algonquin, Illinois

No Scale

HRGreen



Legend

NAG S75 BN or Equivalent (9,196 sq yds)

Existing Vegetation Root System (1.2 Ac)

Erosion Control Plan

Cove Wetland Restoration

Algonquin, Illinois

No Scale

HRGreen

MESIC PRAIRIE SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
Bouteloua curtipendula	Side oats grama	87.1	
Carex Bicknellii	Copper-shouldered sedge	7.3	
Schizachyrium scoparium	Little bluestem	112.0	
Total Grasses & Sedges		**206.4**	**12.9**
Forbs:			
Asclepias tuberosa	Butterfly weed	16.9	
Coreopsis palmata	Stiff coreopsis	4.4	
Echinacea pallida	Pale purple coneflower	15.7	
Echinacea purpurea	Purple coneflower	11.9	
Eryngium yuccifolium	Rattlesnake master	6.5	
Helianthus helianthoides	False sunflower	4.0	
Liatris pycnostachya	Prairie blazing star	9.5	
Monarda fistulosa	Wild bergamot	0.3	
Penstemon digitalis	Foxglove beard tongue	0.6	
Petalostemum purpurea	Purple prairie clover	5.2	
Rudbeckia hirta	Black-eyed Susan	1.0	
Ratibida pinnata	Yellow coneflower	2.1	
Rudbeckia subtomentosa	Sweet black-eyed Susan	1.7	
Symphyotrichum novae-angliae	New England aster	1.0	
Tradescantia ohiensis	Spiderwort	6.6	
Total Forbs		**85.5**	**5.3**
Total All Species		**291.9**	**18.2**
Temporary Cover Crop:			
Elymus canadensis	Canada wild rye	8.0	**0.5**
Avena sativa	Common oats	320.0	**20.0**

WET-MESIC PRAIRIE SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses, Sedges & Rushes:			
Bouteloua curtipendula	Side oats grama	43.6	
Carex vulpinoidea	Fox Sedge	2.8	
Panicum virgatum	Switch grass	18.9	
Schizachyrium scoparium	Little bluestem	80.0	
Spartina pectinata	Prairie Cord Grass	16.5	
Total Grasses, Sedges & Rushes		**161.7**	**10.1**
Forbs:			
Asclepias incarnata	Swamp milkweed	17.3	
Echinacea purpurea	Purple coneflower	11.9	
Eryngium yuccifolium	Rattlesnake master	9.8	
Helenium autumnale	Sneezeweed	0.6	
Liatris spicata	Marsh blazing star	9.5	
Lobelia cardinalis	Cardinal flower	0.5	
Monarda fistulosa	Wild bergamot	0.3	
Penstomen digitalis	Foxglove beard tongue	0.7	
Physostegia virginiana	Obedient plant	3.1	
Oligoneuron riddellii	Riddell's goldenrod	1.1	
Ratibida pinnata	Yellow coneflower	2.1	
Rudbeckia hirta	Black eyed Susan	0.7	
Rudbeckia subtomentosa	Sweet black-eyed Susan	1.7	
Symphyotrichum novae-angliae	New England aster	1.4	
Total Forbs		60.6	3.8
Total All Species		**222.4**	**13.9**
Temporary Cover Crop:			
Elymus canadensis	Canada wild rye	**8.0**	**0.5**
Avena sativa	Common oats	**320.0**	**20.0**

WET-PRAIRIE/EMERGENT SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses, Sedges & Rushes:			
Carex comosa	Bristly sedge	2.8	
Carex vulpinoidea	Fox Sedge	2.8	
Juncus effusus	Common Rush	0.2	
Leersia oryzoides	Rice cut grass	1.4	
Panicum virgatum	Switch grass	17.4	
Spartina pectinata	Prairie Cord Grass	19.9	
Total Grasses, Sedges & Rushes		**44.4**	**2.8**
Forbs:			
Alisma subcordatum	Water plantain	1.1	
Asclepias incarnata	Swamp milkweed	17.3	
Eupatorium perfoliatum	Common boneset	0.6	
Eutrochium maculatus	Spotted Joe-Pye weed	0.5	
Helenium autumnale	Sneezeweed	0.6	
Liatris spicata	Marsh blazing star	7.1	
Lobelia cardinalis	Cardinal flower	0.5	
Mimulus ringins	Monkey flower	0.2	
Physostegia virginiana	Obedient plant	3.1	
Pycnanthemum virginianum	Common mountain mint	0.2	
Oligoneuron riddellii	Riddell's goldenrod	0.8	
Rudbeckia hirta	Black eyed Susan	0.7	
Rudbeckia subtomentosa	Sweet black-eyed Susan	1.7	
Symphyotrichum novae-angliae	New England aster	1.4	
Verona fasciculata	Common ironweed	2.9	
Total Forbs		**37.8**	**2.4**
Total All Species		**82.2**	**5.1**
Temporary Cover Crop:			
Elymus virginicus	Virginia wild rye	**32.0**	**2.0**
Avena sativa	Common oats	**320.0**	**20.0**

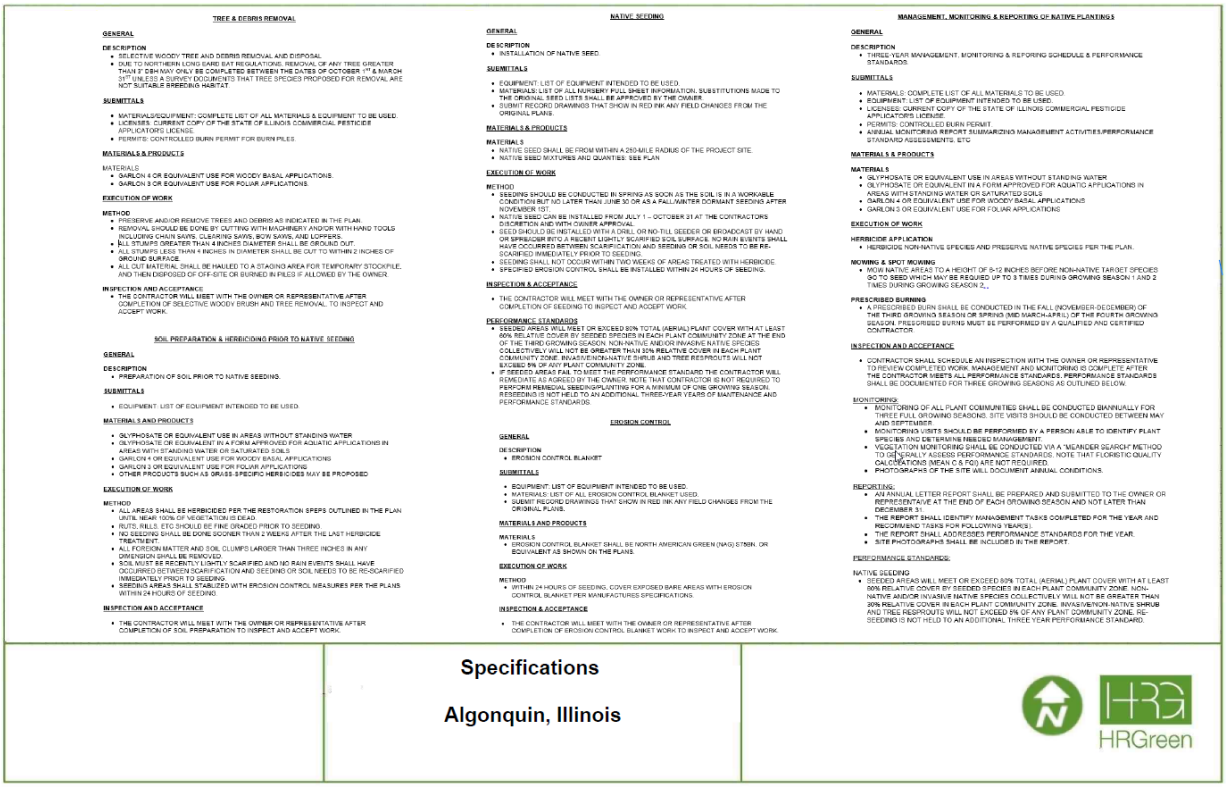
RESTORATION STEPS

1) Broadcast Herbicide Basin Bottom (September-October).
2) Remove Trees, Silt Fence & Landscape Debris (October-March).
3) Burn Basin Bottom to Remove RCG & Phrag Duff (November-April).
4) Broadcast Herbicide Basin Bottom and Side Slopes 2X Times (June-October).
5) Fine Grade Side Slopes as Needed (May-June).
6) Soil Preparation & Native Seeding (November-December).
7) Install Erosion Control Blanket (November-December)

Native Seed Mixtures & Restoration Steps

Cove Wetland Restoration
Algonquin, Illinois

HRGreen



TREE & DEBRIS REMOVAL

GENERAL

DESCRIPTION
- SELECTIVE WOODY TREE AND DEBRIS REMOVAL AND DISPOSAL
- DUE TO NORTHERN LONG EARD BAT REGULATIONS, REMOVAL OF ANY TREE GREATER THAN 3" DBH MAY ONLY BE COMPLETED BETWEEN THE DATES OF OCTOBER 1ST & MARCH 31ST UNLESS A SURVEY DOCUMENTS THAT TREE SPECIES PROPOSED FOR REMOVAL ARE NOT SUITABLE BREEDING HABITAT.

SUBMITTALS
- MATERIALS/EQUIPMENT: COMPLETE LIST OF ALL MATERIALS & EQUIPMENT TO BE USED.
- LICENSES: CURRENT COPY OF THE STATE OF ILLINOIS COMMERCIAL PESTICIDE APPLICATORS LICENSE.
- PERMITS: CONTROLLED BURN PERMIT FOR BURN PILES.

MATERIALS & PRODUCTS

MATERIALS
- GARLON 4 OR EQUIVALENT USE FOR WOODY BASAL APPLICATIONS.
- GARLON 3 OR EQUIVALENT USE FOR FOLIAR APPLICATIONS.

EXECUTION OF WORK

METHOD
- PRESERVE AND/OR REMOVE TREES AND DEBRIS AS INDICATED IN THE PLAN.
- REMOVAL SHOULD BE DONE BY CUTTING WITH MACHINERY AND/OR WITH HAND TOOLS INCLUDING CHAIN SAWS, CLEARING SAWS, BOW SAWS, AND LOPPERS.
- ALL STUMPS GREATER THAN 4 INCHES DIAMETER SHALL BE GROUND OUT.
- ALL STUMPS LESS THAN 4 INCHES IN DIAMETER SHALL BE CUT TO WITHIN 2 INCHES OF GROUND SURFACE.
- ALL CUT MATERIAL SHALL BE HAULED TO A STAGING AREA FOR TEMPORARY STOCKPILE, AND THEN DISPOSED OF OFF-SITE OR BURNED IN PILES IF ALLOWED BY THE OWNER.

INSPECTION AND ACCEPTANCE
- THE CONTRACTOR WILL MEET WITH THE OWNER OR REPRESENTATIVE AFTER COMPLETION OF SELECTIVE WOODY BRUSH AND TREE REMOVAL, TO INSPECT AND ACCEPT WORK.

SOIL PREPARATION & HERBICIDING PRIOR TO NATIVE SEEDING

GENERAL

DESCRIPTION
- PREPARATION OF SOIL PRIOR TO NATIVE SEEDING.

SUBMITTALS
- EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.

MATERIALS AND PRODUCTS
- GLYPHOSATE OR EQUIVALENT USE IN AREAS WITHOUT STANDING WATER
- GLYPHOSATE OR EQUIVALENT IN A FORM APPROVED FOR AQUATIC APPLICATIONS IN AREAS WITH STANDING WATER OR SATURATED SOILS
- GARLON 4 OR EQUIVALENT USE FOR WOODY BASAL APPLICATIONS
- GARLON 3 OR EQUIVALENT USE FOR FOLIAR APPLICATIONS
- OTHER PRODUCTS SUCH AS GRASS SPECIFIC HERBICIDES MAY BE PROPOSED

EXECUTION OF WORK

METHOD
- ALL AREAS SHALL BE HERBICIDED PER THE RESTORATION SPEPS OUTLINED IN THE PLAN UNTIL NEAR 100% OF VEGETATION IS DEAD.
- RUTS, RILLS, ETC SHOULD BE FINE GRADED PRIOR TO SEEDING.
- NO SEEDING SHALL BE DONE SOONER THAN 2 WEEKS AFTER THE LAST HERBICIDE TREATMENT.
- ALL FOREIGN MATTER AND SOIL CLUMPS LARGER THAN THREE INCHES IN ANY DIMENSION SHALL BE REMOVED.
- SOIL MUST BE RECENTLY LIGHTLY SCARIFIED AND NO RAIN EVENTS SHALL HAVE OCCURRED BETWEEN SCARIFICATION AND SEEDING OR SOIL NEEDS TO BE RE-SCARIFIED IMMEDIATELY PRIOR TO SEEDING.
- SEEDING AREAS SHALL STABILIZED WITH EROSION CONTROL MEASURES PER THE PLANS WITHIN 24 HOURS OF SEEDING.

INSPECTION AND ACCEPTANCE
- THE CONTRACTOR WILL MEET WITH THE OWNER OR REPRESENTATIVE AFTER COMPLETION OF SOIL PREPARATION TO INSPECT AND ACCEPT WORK.

NATIVE SEEDING

GENERAL

DESCRIPTION
- INSTALLATION OF NATIVE SEED.

SUBMITTALS
- EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
- MATERIALS: LIST OF ALL NURSERY PULL SHEET INFORMATION. SUBSTITUTIONS MADE TO THE ORIGINAL SEED LISTS SHALL BE APPROVED BY THE OWNER.
- SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

MATERIALS & PRODUCTS

MATERIALS
- NATIVE SEED SHALL BE FROM WITHIN A 250-MILE RADIUS OF THE PROJECT SITE.
- NATIVE SEED MIXTURES AND QUANTITIES: SEE PLAN

EXECUTION OF WORK

METHOD
- SEEDING SHOULD BE CONDUCTED IN SPRING AS SOON AS THE SOIL IS IN A WORKABLE CONDITION BUT NO LATER THAN JUNE 30 OR AS A FALL/WINTER DORMANT SEEDING AFTER NOVEMBER 1ST.
- NATIVE SEED CAN BE INSTALLED FROM JULY 1 – OCTOBER 31 AT THE CONTRACTORS DISCRETION AND WITH OWNER APPROVAL.
- SEED SHOULD BE INSTALLED WITH A DRILL OR NO-TILL SEEDER OR BROADCAST BY HAND OR SPREADER INTO A RECENT LIGHTLY SCARIFIED SOIL SURFACE. NO RAIN EVENTS SHALL HAVE OCCURRED BETWEEN SCARIFICATION AND SEEDING OR SOIL NEEDS TO BE RE-SCARIFIED IMMEDIATELY PRIOR TO SEEDING.
- SEEDING SHALL NOT OCCUR WITHIN TWO WEEKS OF AREAS TREATED WITH HERBICIDE.
- SPECIFIED EROSION CONTROL SHALL BE INSTALLED WITHIN 24 HOURS OF SEEDING.

INSPECTION & ACCEPTANCE
- THE CONTRACTOR WILL MEET WITH THE OWNER OR REPRESENTATIVE AFTER COMPLETION OF SEEDING TO INSPECT AND ACCEPT WORK.

PERFORMANCE STANDARDS
- SEEDED AREAS WILL MEET OR EXCEED 80% TOTAL (AERIAL) PLANT COVER WITH AT LEAST 60% RELATIVE COVER BY SEEDED SPECIES IN EACH PLANT COMMUNITY ZONE AT THE END OF THE THIRD GROWING SEASON. NON-NATIVE AND/OR INVASIVE NATIVE SPECIES COLLECTIVELY WILL NOT BE GREATER THAN 20% RELATIVE COVER IN EACH PLANT COMMUNITY ZONE. INVASIVE/NON-NATIVE SHRUB AND TREE RESPROUTS WILL NOT EXCEED 5% OF ANY PLANT COMMUNITY ZONE.
- IF SEEDED AREAS FAIL TO MEET THE PERFORMANCE STANDARD THE CONTRACTOR WILL REMEDIATE AS AGREED BY THE OWNER. NOTE THAT CONTRACTOR IS NOT REQUIRED TO PERFORM REMEDIAL SEEDING/PLANTING FOR A MINIMUM OF ONE GROWING SEASON. RESEEDING IS NOT HELD TO AN ADDITIONAL THREE-YEAR YEARS OF MAINTENANCE AND PERFORMANCE STANDARDS.

EROSION CONTROL

GENERAL

DESCRIPTION
- EROSION CONTROL BLANKET

SUBMITTALS
- EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
- MATERIALS: LIST OF ALL EROSION CONTROL BLANKET USED.
- SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

MATERIALS AND PRODUCTS

MATERIALS
- EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN (NAG) S75BN, OR EQUIVALENT AS SHOWN ON THE PLANS.

EXECUTION OF WORK

METHOD
- WITHIN 24 HOURS OF SEEDING, COVER EXPOSED BARE AREAS WITH EROSION CONTROL BLANKET PER MANUFACTURES SPECIFICATIONS.

INSPECTION & ACCEPTANCE
- THE CONTRACTOR WILL MEET WITH THE OWNER OR REPRESENTATIVE AFTER COMPLETION OF EROSION CONTROL BLANKET WORK TO INSPECT AND ACCEPT WORK.

MANAGEMENT, MONITORING & REPORTING OF NATIVE PLANTINGS

GENERAL

DESCRIPTION
- THREE YEAR MANAGEMENT, MONITORING & REPORING SCHEDULE & PERFORMANCE STANDARDS.

SUBMITTALS
- MATERIALS: COMPLETE LIST OF ALL MATERIALS TO BE USED.
- EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
- LICENSES: CURRENT COPY OF THE STATE OF ILLINOIS COMMERCIAL PESTICIDE APPLICATORS LICENSE.
- PERMITS: CONTROLLED BURN PERMIT.
- ANNUAL MONITORING REPORT SUMMARIZING MANAGEMENT ACTIVITIES/PERFORMANCE STANDARD ASSESSMENTS, ETC.

MATERIALS & PRODUCTS

MATERIALS
- GLYPHOSATE OR EQUIVALENT USE IN AREAS WITHOUT STANDING WATER
- GLYPHOSATE OR EQUIVALENT IN A FORM APPROVED FOR AQUATIC APPLICATIONS IN AREAS WITH STANDING WATER OR SATURATED SOILS
- GARLON 4 OR EQUIVALENT USE FOR WOODY BASAL APPLICATIONS
- GARLON 3 OR EQUIVALENT USE FOR FOLIAR APPLICATIONS

EXECUTION OF WORK

HERBICIDE APPLICATION
- HERBICIDE NON-NATIVE SPECIES AND PRESERVE NATIVE SPECIES PER THE PLAN.

MOWING & SPOT MOWING
- MOW NATIVE AREAS TO A HEIGHT OF 8-12 INCHES BEFORE NON-NATIVE TARGET SPECIES GO TO SEED WHICH MAY BE REQUIED UP TO 3 TIMES DURING GROWING SEASON 1 AND 2 TIMES DURING GROWING SEASON 2,.

PRESCRIBED BURNING
- A PRESCRIBED BURN SHALL BE CONDUCTED IN THE FALL (NOVEMBER-DECEMBER) OF THE THIRD GROWING SEASON OR SPRING (MID MARCH-APRIL) OF THE FOURTH GROWING SEASON. PRESCRIBED BURNS MUST BE PERFORMED BY A QUALIFIED AND CERTIFIED CONTRACTOR.

INSPECTION AND ACCEPTANCE
- CONTRACTOR SHALL SCHEDULE AN INSPECTION WITH THE OWNER OR REPRESENTATIVE TO REVIEW COMPLETED WORK. MANAGEMENT AND MONITORING IS COMPLETE AFTER THE CONTRACTOR MEETS ALL PERFORMANCE STANDARDS. PERFORMANCE STANDARDS SHALL BE DOCUMENTED FOR THREE GROWING SEASONS AS OUTLINED BELOW.

MONITORING:
- MONITORING OF ALL PLANT COMMUNITIES SHALL BE CONDUCTED BIANNUALLY FOR THREE FULL GROWING SEASONS. SITE VISITS SHOULD BE CONDUCTED BETWEEN MAY AND SEPTEMBER.
- MONITORING VISITS SHOULD BE PERFORMED BY A PERSON ABLE TO IDENTIFY PLANT SPECIES AND DETERMINE BREEDED MANAGEMENT.
- VEGETATION MONITORING SHALL BE CONDUCTED VIA A "MEANDER SEARCH" METHOD TO GENERALLY ASSESS PERFORMANCE STANDARDS. NOTE THAT FLORISTIC QUALITY CALCULATIONS (MEAN C & FQI) ARE NOT REQUIRED.
- PHOTOGRAPHS OF THE SITE WILL DOCUMENT ANNUAL CONDITIONS.

REPORTING:
- AN ANNUAL LETTER REPORT SHALL BE PREPARED AND SUBMITTED TO THE OWNER OR REPRESENTATIVE AT THE END OF EACH GROWING SEASON AND NOT LATER THAN DECEMBER 31.
- THE REPORT SHALL IDENTIFY MANAGEMENT TASKS COMPLETED FOR THE YEAR AND RECOMMEND TASKS FOR FOLLOWING YEAR(S).
- THE REPORT SHALL ADDRESSES PERFORMANCE STANDARDS FOR THE YEAR.
- SITE PHOTOGRAPHS SHALL BE INCLUDED IN THE REPORT.

PERFORMANCE STANDARDS:

NATIVE SEEDING
- SEEDED AREAS WILL MEET OR EXCEED 80% TOTAL (AERIAL) PLANT COVER WITH AT LEAST 60% RELATIVE COVER BY SEEDED SPECIES IN EACH PLANT COMMUNITY ZONE. NON-NATIVE AND/OR INVASIVE NATIVE SPECIES COLLECTIVELY WILL NOT BE GREATER THAN 20% RELATIVE COVER IN EACH PLANT COMMUNITY ZONE. INVASIVE/NON-NATIVE SHRUB AND TREE RESPROUTS WILL NOT EXCEED 5% OF ANY PLANT COMMUNITY ZONE. RE-SEEDING IS NOT HELD TO AN ADDITIONAL THREE YEAR PERFORMANCE STANDARD.

Specifications

Algonquin, Illinois

HRGreen

Brodhead Office Location
17921 W. Smith Road, PO Box 256
Brodhead, WI 53520

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

Quote
Cove Wetland Restoration
Algonquin, Illinois
PRJ114286

May 1, 2026

Brad Andresen
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Brad,

Thank you for the opportunity to submit a quote for this work. We will be happy to answer any questions that you may have about our proposal.

Sincerely,

Derek Brehm, Operations Manager
RES
262-352-9572
dbrehm@res.us

Kristin Knoener, Estimator
RES
608-214-4039
kknoener@res.us

VOA: _____

_____: _____

Brodhead Office Location
17921 W. Smith Road, PO Box 256
Brodhead, WI 53520

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

Cove Wetland Restoration - Scope of Work and Estimate

Item	Qty	Unit	Unit Cost	Extended
Tree/Brush Removal	1	LSUM	$29,590.00	$29,590.00
Site Prep Herbicide	1	LSUM	$14,640.00	$14,640.00
Site Prep - Prescribed Burn	1	LSUM	$6,010.00	$6,010.00
Native Seeding	1	LSUM	$10,150.00	$10,150.00
Erosion Blanket, S75BN	9,196	SQYD	$3.75	$34,485.00
3 Yr Maintenance & Monitoring	3	YEAR	$11,100.00	$33,300.00
Total				**$128,175.00**
Alternate				
Level Spreader Removal & Replacement	1	LSUM	$17,300.00	$17,300.00

Scope Clarifications:

- Includes prevailing wage rates for all work except 3 Yr. Maintenance and Monitoring item.
- Does not include bonding.
- Does not include top-soil placement or grading.
- Assumes Site Prep work to take place over 2026-27 growing seasons. Seeding in the Fall/Winter of 2027.
- Metal staples included for erosion blanket. Does not include bio or eco stakes.
- This quote is based on the following:
    - Plans Sheets: Cove Wetland Restoration Plans, HRGreen, No Date.
        - Removal Plan
        - Native Seeding plan
        - Erosion Control Plan
        - Native Seed Mixtures & Restoration Steps
        - Specifications
    - Specifications: No Project Manual Provided.
    - No. Addenda Issued: n/a

Additional Notes:

- This quote is valid for 60 days.
- RES is a non-union shop, however, Prevailing Wages rates have been included in the above price.
- Quote is exclusive of sales tax. Client/Owner shall pay all applicable sales or use taxes, or provide RES with a sales tax exemption certificate to support any exemption.
- Because Prescribed Burning is a natural process subject to fuel loads, weather conditions, moisture, and winds, RES cannot guarantee any portion or parcel will burn completely or even partially. These same factors affect the length of time to conduct a burn. It is important to note that a burn may be successful from an ecological standpoint while appearing spotty and incomplete. RES charges for time spent on site regardless of apparent success of a prescribed burn.

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.

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 08/06/2026

TO: Committee of the Whole
Tim Schloneger, Village Manager

FROM: Michael Reif Internal Services Supervisor/ Fleet Manager

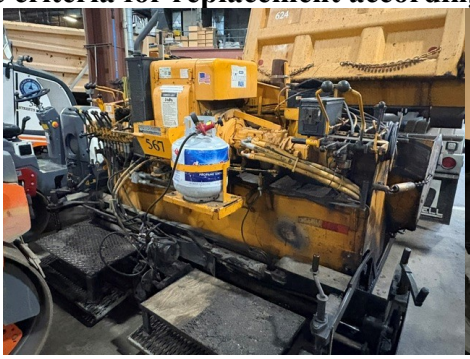
SUBJECT: Vehicles and Equipment to be Deemed Surplus

Unit #: 06
Year: 2019
Make: Ford
Model: Police Interceptor
ID/VIN: 1FAHPZMK2KG105919
Description: Last sedan squad car. Officers prefer the SUV model of the police interceptor for interior space and comfort. Vehicle meets the criteria for replacement according to the APWA points system.

Unit #: 99
Year: 2016
Make: Ford
Model: Police Interceptor
ID/VIN: 1FM5K8AR6GGC36127
Description: Retired squad car with 136,000 miles. Unit has a transmission issue. Vehicle meets the criteria for replacement according to the APWA points system.

Unit #: 203
Year: 2016
Make: Ford
Model: Taurus
ID/VIN: 1FAHP2D83GG113653
Description: Retired detective car. Vehicle has 105,000 miles and Vehicle meets the criteria for replacement according to the APWA points system.

Unit #: 567
Year: 2001
Make: LeeBoy
Model: 1000B
ID/VIN: L01000T
Description: LeeBoy paver, unit is past its useful life with the Village. Equipment meets the criteria for replacement according to the APWA points system.



Unit #: 548
Year: 2020
Make: Stepp
Model: SPHD-3.0
ID/VIN: 4S9PH03Y0LS127040
Description: Pothole Hot Patcher that has reached the end of its useful life with the Village. Staff has found the at about the 5 year mark these units become very maintenance intensive. Unit meets the criteria for replacement according to the APWA points system.

Unit #: 601
Year: 2011
Make: Ford
Model: Ranger
ID/VIN: 1FTLR1FE4BPB05887
Description: Truck used by the Parks team mostly stop and go work. Also used for snow plowing. Unit is showing age and meets the requirements of the APWA points system for replacement.

Unit #: 601SPL
Year: 2016
Make: SN-WAY
Model: 22 Series
ID/VIN: 6'8"22809CS102816
Description: Snow plow that only fits truck 601. Plow needs some repairs.

Unit #: 661
Year: 2011
Make: Carlton
Model: 7500
ID/VIN: 1J9GD1112B1167171
Description: 15-year-old stump grinder with 1350hr. unit has reached the end of its useful life with the Village. Meets APWA replacement criteria.

Unit #: 500
Year: 2018
Make: Ford
Model: Escape
ID/VIN: 1FMCU0F78JUD61049
Description: Ford Escape with 130,000 miles. Past it's useful life with the Villages and meets the requirements of the APWA points system for replacement.

Year: 2000
Make: Coats
Model: 6065AX Rim Clamp Tire Changer
ID/VIN: 9807100914
Description: Tire changer replaced with new more efficient model. Unit is at the end of its useful life with the Village.

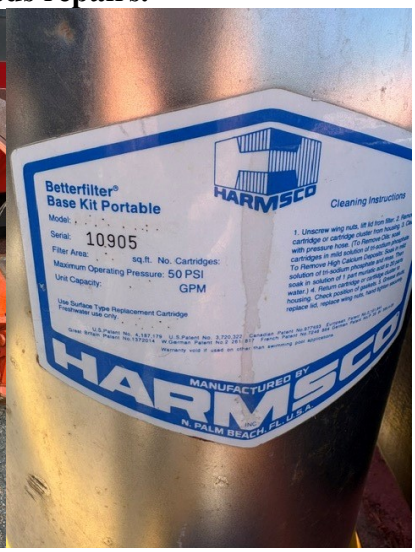
Year: 2000
Make: Coats
Model: 1005 Wheel Balancer
ID/VIN: 9806340396
Description: Wheel Balancer replaced with new more efficient model. Unit is at the end of its useful life with the Village.

Year: 2005
Make: Robinair
Model: 92500
ID/VIN: 70133
Description: Transmission flushing machine. Machine is in need of some repairs, transmission service is not required on newer vehicles.

Make: DeWalt
Model: Assorted tools
Description: Assortment of old DeWalt tools with 2 batteries and charger. Batteries are in unknown condition. Tools have been replaced with newer updated models.

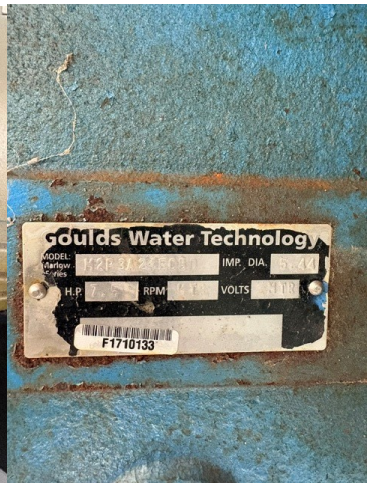
Description: Lincoln Cordless grease gun, needs repairs.

Make: Harmsco
Model: Betterfilter
ID/VIN: 10905
Description: Old manual pool vacuum, needs repairs.



Year: **2026**
Make: **Ford**
Model: F-250 Tailgate and Bumper
Description: Three (3) Tailgates and rear bumpers removed from trucks to accommodate liftgate installation.

Year: 2006
Make: Goulds Water Technology
Model: M2P3A24ECB0
ID/VIN: F1710133
Description: Pump, motor, and strainer removed when splash pad was decommissioned and removed.



Make: Rigid
Model: Shop Vac
Description: Old shop Vac needs repairs.

Unit #: 5PS02
Year: 2016
Make: Graco
Model: 17H449
ID/VIN: BA415
Description: Old parking lot line sprayer, needs repairs, replaced with a new unit.

Make: DeWalt
Model: Tools Batteries and Box
Description: Old DeWalt tools and batteries, some of the tools need repairs and battery condition is unknown.

Village of Algonquin
Police Department

-MEMORANDUM-

DATE: July 30, 2026

TO: Village Manager, Tim Schloneger

FROM: Chief of Police, Dennis Walker

SUBJECT: Memorandum of Understanding Between the VOA and Community School District 300

Pursuant to 105 ILCS 5/10-20.89(a-5), added by Public Act 104-430, beginning July 1, 2026, a memorandum of understanding between a local law enforcement agency and a school district is required for any school district that uses a School Resource Officer (SRO).

As in past years, the Village of Algonquin has worked with District 300 to provide the service of SROs. These arrangements are for SROs at our middle and high schools to support the safety of our schools and community members.

The attached has been reviewed by staff and legal and are being presented to you and the COTW for approval to be moved forward for board consideration. This agreement is consistent with current service expectations and practices but are just needed to be updated due to the above listed demand of state law.

Please let me know if you have any questions or concerns.

Respectfully submitted,

Dennis W. Walker
Chief of Police

MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF ALGONQUIN AND THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300 FOR A SCHOOL RESOURCE OFFICER

THIS MEMORANDUM OF UNDERSTANDING (***"Agreement"***) is made and entered into by and between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook and DeKalb Counties, Illinois (***"School District"*** or ***"District"***), and the Village of Algonquin, a municipal corporation (***"Village"***) (collectively, ***"Parties"***).

WHEREAS, the Illinois Constitution, Ill. Const. Art. VII, Sec. 10 (1970), and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government and school districts to share services and powers through agreements;

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-20.68, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the School District has installed a digital camera system at schools in the District to enhance security and safety, and the Parties believe that if the Village Police Department were granted access to the images created by the School District's digital camera system, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property; and

WHEREAS, the School District desires to have a Village police officer assigned to the District at Jacobs High School, Algonquin Middle School, and Westfield Community School on a contract basis to serve as the School Resource Officer; the Village is willing to a provide a police officer for that purpose in exchange for the payment referenced in this Agreement; and the Parties believe the School Resource Officer will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

WHEREAS, the School District and the Village are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties' collaborative relationship to best serve the school community;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District and Village agree as follows:

I. MISSION, COOPERATION, AND AUTHORITY

A. Mission Statement, Goals, and Objectives

The mission of the Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "***Goals and Objectives***"):

- Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- Promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- Establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- Ensure that school personnel and the School Resource Officer understand their respective roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- Encourage relationship-building by the School Resource Officer such that students and community members see the School Resource Officer as a facilitator of needed supports, as well as a source of protection.
- Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- Outline processes for initiatives that involve the School Resource Officer and school personnel, such as violence prevention and intervention and emergency management planning.
- Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. General Cooperation

1. The Superintendent of the School District or designee will provide the Village Police Chief with a list of administrators (***"School Officials"***) to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.

2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts (***"Police Officials"***) responsible for

implementing this Agreement. The officers shall provide their regular and emergency telephone numbers (if applicable).

3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.

4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.

5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

C. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.

2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District personnel to manage.

3. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials. However, Village acknowledges and agrees that students may not be issued fines, fees, tickets, or citations as a school-based disciplinary consequence or for a municipal code violation on school property during school hours or while taking school transportation. This prohibition does not apply to violations of traffic, boating, or fish and game laws.

4. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and/or the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. THE SCHOOL RESOURCE OFFICER PROGRAM

A. Selection of the School Resource Officer. The Parties acknowledge that the selection of the School Resource Officer is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship

with the School Resource Officer. The School District, through the Superintendent or designee, and the Village, through the Supervisor designated by the Police Chief (***"Supervisor"***), will work collaboratively to select the School Resource Officer. The Village will provide to the School District police officers who are in good standing with the Village and ideally with the following desired qualifications for review, taking into consideration ability to obtain such qualifications or appropriate waiver when so authorized, prior to the start date of serving as the School Resource Officer, unless otherwise noted below, all as determined by the Village:

1. Illinois Certified Police Officer;

2. Illinois Certified Juvenile Officer;

3. The School Resource Officer must have completed and have obtained a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SRO Course or ILETSB approved waiver (within 1 year of assignment);

4. Trained on (or has received a waiver for training if authorized by law) working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs;

5. Trained in gang resistance and alcohol/drug resistance curricula and knowledgeable about school and community resources;

6. Trained in handling an active school shooter and knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;

7. When reasonably possible, the Candidate will also possess the following skill sets:

    i. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
    ii. Knowledge of, and experience in, matters involving cultural diversity and educational equity;
    iii. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
    iv. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected;
    v. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting; and
    vi. Knowledge of school-based legal issues (e.g. confidentiality and consent) and demonstrated commitment to protecting students' legal and civil rights.

B. The Village shall assign to the School District the police officer mutually agreed upon by the School District and the Village to act as the School Resource Officer.

C. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The Village agrees to make all potential School Resource Officer candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed by the District. The Village shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

D. Faith's Law. Prior to assignment at the District, the District may require that the officer complete the Illinois State Board of Education Sexual Misconduct Disclosure form and such other documentation as is needed to ensure compliance with the requirements of Faith's Law, 105 ILCS 5/22-94. The Village will cooperate and comply with this process and provide the District with any information or documents requested by the District in furtherance of this provision. The School District may reject any police officer if, in the School District's sole discretion, any checks required by Faith's Law disclose information which would call into question the individual's fitness to serve as the School Resource Officer or otherwise cause the School District to be concerned about the police officer interacting with students. In the event the Village fails to comply with the provisions of this Section and/or Section II.C above, and as a result a suit of claim is instituted by or on behalf of a student or their parent or guardian for harm caused by the School Resource Officer, then in that event, the Village agrees to fully defend and indemnify including reimbursement of attorney's fees and costs, the School District against any such claims.

E. Relationship. The School Resource Officer shall remain at all times an employee of the Village, supervised through the Police Department chain of command. The School Resource Officer will at all times abide by all personnel rules of the Village and any applicable Collective Bargaining Agreement. The School Resource Officer shall also comply with all District Board policies, unless there is a conflict between District Board policies and Village policies or a collective bargaining agreement, in which case the Village's policies or the collective bargaining agreement with control. As an employee of the Village and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. The Village shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations. The Village shall maintain payroll, attendance, and performance evaluation records.

F. Supervision.

1. As an employee of the Village, the School Resource Officer shall be subject to the chain of command of the Police Department. When serving in the role of School Resource Officer, he/she/they shall coordinate and communicate with the applicable Principal or designee of Jacobs High School, Algonquin Middle School, and/or Westfield Community School regarding daily activities and work at his/her/their direction. The School Resource Officer shall ensure that the applicable Principal or designee remains aware of material interactions and information involving the his/her/their work, including, but not limited to, arrests and searches of students' persons and property. To ensure clear and consistent lines of communication, the School Resource officer shall provide monthly reports on activities to the Supervisor, Superintendent, and applicable Principal.

2. In the event the School Resource Officer fails to abide by the terms of this Agreement, follow the policies and procedures of the School District, or perform the duties outlined in this Agreement, the Superintendent or designee shall notify the Supervisor of the specific problems. The Superintendent or his/her/their designee and the Supervisor will work cooperatively to resolve the problems. If the School Resource Officer fails to remedy the problems within fifteen (15) days of the date of notification or a date agreed upon by the Parties, the Superintendent or designee may request a new School Resource Officer and work cooperatively with the Supervisor to appoint a new School Resource Officer in accordance with Section II.A.

G. Scope of Duties.

1. The scope of the School Resource Officer's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee.

2. The Principal or the Principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations.

3. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The School Resource Officer shall not use police powers to address school discipline issues. The School Resource Officer shall read and understand the student code of conduct for both the District and the School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct. The School Resource Office is prohibited from issuing a fine, fee, ticket, or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours, during school-related events or activities, or while taking school transportation.

4. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee shall collaborate with the School Resource Officer to collaboratively use their reasoned professional judgment and discretion to determine whether School Resource Officer involvement is appropriate.

5. The School Resource Officer must conduct him/her/themself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for the School District.

6. The District shall make available to the School Resource Officer and the Village's Chief of Police a copy of the District's guidelines for interviews of students by law enforcement as contained in Board Policy 7:150 attached hereto as Exhibit D and any other applicable Board Policies, all as may be amended from time to time by the District. The School Resource Officer will comply with such guidelines and applicable Board Policies, provided they have been communicated in writing to the School Resource Officer.

H. Schedule. The School Resource Officer shall be assigned to the School District beginning no later than the first day of student attendance in the fall and ending on the last day of student attendance in the spring, as detailed on the School District calendar. The hours that the School Resource Officer shall serve each day shall be determined jointly by the Superintendent or designee and Supervisor and shall take into account and shall comply with the Village's collective bargaining agreement with its police officers. The Supervisor is solely responsible for ensuring that the hours of the School Resource Officer take into account and comply with the Village's collective bargaining agreement.

I. District Events. For any School District events or extracurricular attendance where police presence is requested by the Superintendent or their designee, the Police Department will give the right of first refusal for that detail to the SRO(s) responsible to the school hosting the event. If the SRO is not available, or if additional police officers are requested, the Police Department will fill those slots in a manner consistent with its collective bargaining agreement with its police officers.

J. Data Collection and Reporting. The Parties agree that by no later than July 1, 2027, the parties shall reach agreement on procedures to document the number of K-12 students referred to the Police Department, including the SRO, wherein there will be documentation of the number of total students referred, as well as documentation of the number of times each individual student was referred in instances that occurred on school grounds, during school-related events or activities (regardless of whether it was in-person or virtual), or while taking school transportation.

K. Evaluation of the School Resource Officer and the Program.

1. The School Resource Officer is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis, with a collaborative performance appraisal process involving the Village and District officials. This performance evaluation is separate from the evaluation of the officer by the Village Police Department. Interim performance assessments may be conducted as needed or required. The review shall assess (i) the extent of the School Resource Officer's positive interactions with students, parents/guardians, and staff; (ii) the School Resource Officer's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (iii) contributions to achieving the mission purpose, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem-solving among the Supervisor and Superintendent, which may include appointing a new School Resource Officer in accordance with Section II.A.

   Following the review and communication process, the parties will cooperate to determine if a School Resource Officer should be removed from assignment to a school. In the event of such removal, the Village will use good faith efforts to replace the School Resource Officer in a timely manner. Further, at any time, if the Superintendent or designee reasonably determines that it is in the best interest of the District for the School Resource Officer to be removed from assignment to the school, the Superintendent or designee shall notify the Village of its concerns in writing. If, after 10 business days, the Superintendent or designee reasonably determines it is still in the best interest of the District for the School Resource Officer to be removed from assignment to the school, the Village shall comply with such request. Nothing in this paragraph shall prevent the District from requesting and receiving the immediate removal of the School Resource Officer if the School Resource Officer engages in any actions that pose a risk of harm to any staff, students or community members. All parties acknowledge that in the event of a disagreement between the Parties about the appropriateness of any removal, the Village may not be able to immediately fill the newly vacant position.

2. Each year, the Superintendent or designee and Supervisor shall set goals for the Program and agree on methods to monitor progress toward the established goals (e.g., data, surveys). At least once each year, the Superintendent or designee and Supervisor will meet to evaluate the Program with respect to the goals in this Agreement and may revise Exhibit A to address the goals.

L. Cost. The School District will reimburse the Village for sixty-six percent (66%) of the cost of the School Resource Officer, as invoiced by the Village, which may be reviewed, modified, and/or changed by mutual agreement on an annual basis, or at any time a School Resource Officer is replaced, to reflect any cost change of compensating the Village for the School Resource Officer. When approved by the District, any overtime costs incurred as a result of the School Resource Officer(s) attending extracurricular activities and/or

events will be the responsibility of the School District and will be paid to the Village by the School District.

1. The Village shall pay its police personnel for these services to the School District through its regular payroll account. The Village shall assume all responsibility for payroll taxes, liability insurance, workers' compensation insurance, and unemployment insurance for their police personnel serving the School District.

M. Supplies. The Village shall supply the School Resource Officer with law enforcement supplies and equipment for use by the School Resource Officer, as deemed appropriate by the Village. The Village shall provide advance written notice to the Superintendent or their designee of the supplies and equipment that will be supplied to the School Resource Officer by the Village. The Supervisor agrees to meet with the Superintendent or their designee if there are concerns or disagreement about any of the School Resource Officer's supplies or equipment and attempt to resolve any disagreements/mitigate any concerns. The School District will assist and support the School Resource Officer with appropriate office space, supplies, and equipment, as may be necessary for them to accomplish the duties and responsibilities set forth in this Agreement.

N. Training.

1. The costs of the training required by this Agreement and any other training or professional development, including any travel expenses, shall be paid by the Village, except that the registration fee for the SRO to attend the Illinois SRO conference will be paid for by the School District.

2. In accordance with Section 10-20.68 of the Illinois School Code, the Village shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board School Resource Officer course or ILETSB approved waiver within one year of the School Resource officer's assignment.

3. The School Resource Officer shall attend specified training on topics the District deems important, as specified in Exhibit B, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. Where practicable, the District shall also encourage school administrators working with the School Resource officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer. Any such training that takes place outside of the School Resource Officer's on-duty time must first be authorized by the School Resource Officer's Village Supervisor.

O. Reciprocal Reporting. The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the

Juvenile Court Act of 1987, as amended, and as set forth in the Guidelines for Reciprocal Reporting and Cooperation Between the Board of Education of Community Unit School District No. 300 and the Village of Algonquin between the School District and the Village, attached hereto as Exhibit C.

P. Student Records.

1. For purposes of the *Illinois School Student Records Act* ("ISSRA"), 105 ILCS 10/ *et seq.*, and the *Family Educational Rights and Privacy Act of 1974* ("FERPA"), 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential except if disclosure is required by law. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.

2. Consistent with Section 10/2(d) of ISSRA, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of FERPA, the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

Q. Village Access to Images from School District Digital Cameras.

1. Provision of Digital Camera System Software. The School District shall provide the Village Police Department with the necessary software and/or logins and passwords needed in order to enable the Village Police Department to view real time/live and recorded images created by the School District digital cameras on Village Police Department computers. This Section II applies only to District cameras on the Jacobs High School campus, the Algonquin Middle School campus, and the Westfield Community School campus. The Village shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at the Village's sole cost.

2. Limited Authorized Viewers. The Police Department shall develop a list of authorized law enforcement personnel ("Authorized Viewers") who shall have access to the District's Video System. A list of authorized law enforcement personnel, including contact information, position, rank, and the supervisor's contact information of those who are authorized to activate the Video System will be provided to the District by no later than October 31 of each year of this Agreement, which list will be incorporated as part of this Agreement. Such list shall be updated as necessary and, to the extent permitted by law, will be treated as a confidential document. Each Authorized Viewer shall have a unique login and password. It should be understood by Authorized

Viewers that a record of all logins, including duration of time logged in and selected camera views, is maintained in the normal course of business by the District's surveillance system database.

The Police Department agrees to provide the District with written notice whenever an Authorized Viewer ceases to be actively employed by the law enforcement agency, including, but not limited to, suspension or termination. Notification of employment action shall be made as soon as reasonably possible, but not later than five (5) business days from such employment action, in order to allow the District to temporarily disable the Authorized Viewer's account as may be necessary.

3. Limited Access and Viewing. The Village shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is needed in case of emergency, as defined in this Agreement. In the absence of any emergency, Authorized Users must first notify the District before accessing District video feeds.

   i. An emergency situation is one that poses an imminent threat to life, safety, and health. or property of the District's facilities, students, staff, and other occupants. An emergency situation commences when the Police Department receives a signal alarm, information, or a request at District school served by the Village that necessitates a response to the emergency situation, and does not terminate until all police, fire department. and emergency medical personnel assigned to respond to the emergency situation have departed from the applicable school's facility/facilities.

   ii. Authorized Users shall be permitted to access the Video System to view the interior, as well as the exterior live video feed of applicable schools in cases of emergency situations, as defined in this Agreement, without the need to make notification to the District.

   iii. The parties agree that the Police shall not record or attempt to record live video feeds, as well as saved video feeds obtained through the Video System. The parties further agree that if the Police Department requires copies of video recordings in a non-emergency situation, a request shall be made to the District, which shall provide copies in accordance with the District policies and applicable law, including but not limited to FERPA, ISSRA, and their implementing regulations.

   iv. For the protection of the Police Department and the District, a periodic audit may be performed by the District's Safety and Security Coordinator, the District's Student Services Department, and/or the District's Information Technology Department.

4. Limited Retention. The School District's digital images are automatically recorded and maintained for a limited time period. The Village shall not retain any recordings beyond

the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. The Village will provide notice to the Superintendent of such extended retention and maintenance beyond ninety (90) days.

5. School Student Records. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act ("ISSRA"), 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 Ill. Admin. Code § 375.10, or "education records" within the meaning of the Family Education Rights and Privacy Act ("FERPA") 20 U.S.C. §12329; 34 CFR Part 99. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter. The School District shall notify the Village Police Chief of any recordings that become school student records. The Police Department shall, as permitted by law, erase any images that the Police Department has retained that have become school student records as defined by ISSRA or education records, as defined by FERPA, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. Any images that the Police Department or Village maintains that have become school student records as defined by ISSRA or education records as defined by FERPA must be kept strictly confidential and only disclosed:

   i. With prior approval of the Superintendent of the School District or designee;

   ii. In case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 Ill. Admin. Code § 375.60; or

   iii. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with ISSRA.

R. Use of Body Worn Cameras By Police Officers on School District Property.

1. Law and Training. The Parties agree that any use of Body Worn Cameras ("BWCs") by law enforcement officers on District property must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. The Police Chief or his/her designee will provide written information and training to the District including the objectives and procedures for the use of BWCs in public and in schools. Every officer equipped with a BWC shall be trained in the operation of the equipment prior to its use.

2. Body Worn Camera General Usage. To maximize the effectiveness of the BWCs and the integrity of the video documentation, law enforcement officers shall adhere to the objectives and procedures outlined in established guidelines in this Agreement and the procedures of the Police Department when they utilize body worn cameras. To the extent the responsibilities of officers in District schools consist largely of the performance of non-enforcement related activities, including community caretaking,

educational, and other non-law enforcement activities, the officer's BWC will remain in an inactivated (buffering) mode unless the officer is responding to calls for service or engaged in any law enforcement-related encounter or activity. The law enforcement officer's BWC shall not be activated except in the following situations:

a. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;

b. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;

c. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed; and

d. As otherwise required by state law.

3. Body Worn Cameras in Interviews. When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the student who is a crime victim or witness, or the parent or guardian of the student, requests that the body worn camera be turned off during the interview, the School Resource Officer shall comply with the request, and, unless to do so would be impractical or impossible, the School Resource Officer shall record the request on the body worn camera prior to turning off the recording. Notwithstanding the foregoing, the School Resource Officer may continue to record a crime victim or witness, despite the request to deactivate the camera, if exigent circumstances exist or when the School Resource Officer has a reasonable articulable suspicion that the victim or witness has committed or is in the process of committing a crime. Unless to do so would be impracticable or impossible, the School Resource Officer must indicate on the recording the reason for continuing to record despite the request of a victim or witness, or his or her parent or guardian, to stop the recording.

4. Prohibited Uses of Body Worn Cameras. The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances. The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

i. Conversations with students and staff that are unrelated to the investigation of a crime;
ii. Meetings with school administrators, counselors, deans, and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;

iii. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and

iv. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.

5. Notice to School District of Recording. As the Village deems appropriate, the Village will communicate with the appropriate school representative, most often school's principal or the Superintendent or their designee of any body worn camera recording made of students, parents, employees, or others on school property. As appropriate, the Village will cooperate with the District to provide information about a particular event. The Village shall, if not otherwise prohibited by law, provide to the District copies of any such recordings of students, parents, employees, or others upon school property, upon request for such copies by the District, as a law enforcement record. In the event that the Village determines that it cannot provide a copy of a body worn camera video, the Village agrees to utilize its best efforts to facilitate the availability of its officer(s) that made any body worn camera video to testify, upon request by the District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the Village's officers may be considered law enforcement records under FERPA, 20 U.S.C. § 1232g and 34 C.F.R. § 99.8 and ISSRA, 105 ILCS 10/2(d). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District to the extent permitted by law. All recordings made with a body worn camera will constitute records created and maintained by the Village, and shall be subject to all Village obligations related to such records under all applicable laws.

S. Freedom of Information Act. Records in the possession of the District and/or the Village related to this Agreement, including Exhibit C, may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). If the District or the Village receives a FOIA request for any District digital images or records created or maintained pursuant to this Agreement, the receiving Party shall immediately notify the other Party and shall immediately provide to the other Party any such records requested in order to timely respond to any FOIA request received. The District or Village will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.

T. Integrating the School Resource Officer into the School. The Parties acknowledge that proper integration of the School Resource Officer can help build trust, relationships, and strong communication among the School Resource Officer, students, parents/guardians, and school personnel.

1. School Community. The District shall be responsible for ensuring that the School Resource Officer is introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the School Resource Officer's background and experience, the School Resource Officer's role and responsibilities, what situations are appropriate for School Resource Officer involvement, and how the School Resource Officer and the school community can work together, including how and when the School Resource Officer is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the School Resource Officer's work. The introduction for parents/guardians shall include information on procedures for communicating with the School Resource Officer in languages other than English. The School Resource Officer shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.

2. Meeting with School Staff. The School Resource Officer shall regularly be invited to and attend staff meetings and assemblies. The School Resource Officer's supervisor will meet with designated school staff to monitor the program at least once per semester and as otherwise needed. School Resource Officer shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.

3. Integration with Individual Students. The School Resource Officer may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents/guardians of such students of the opportunity to offer the School Resource Officer access to the portions of the IEP or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents/guardians to decide whether to permit the School Resource Officer to review such documents. If a parent/guardian provides such permission, the School Resource Officer shall review the documents and the school shall make available a staff member who can assist the School Resource Officer in understanding such documents.

4. Emergency Management Planning. The School Resource Officer shall participate in any District and school-based emergency management and crisis response planning. The School Resource Officer shall also participate in the work of any school threat assessment team pursuant to Section 25 of the *School Safety Drill Act*, 105 ILCS 128/25, and serve as the law enforcement representative on the District and school threat assessment team(s) pursuant to 105 ILCS 128/45. The School Resource Officer

shall also observe and assist the School District with the annual law enforcement drill to address a school shooting incident as required by the *School Safety Drill Act*, 105 ILCS 128/20(c). The Village shall assist the School District in establishing an overall security evaluation of school grounds and activities, as requested.

U. Feedback and Complaint Resolution Process. The Parties shall develop and implement a simple and objective feedback and complaint resolution system for all shareholders and members of the school community to submit questions, comments and constructive feedback and register concerns that may arise with respect to the School Resource Officer or the Program. The system shall comply with Village policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer's due process rights and any applicable employment protections, including the Village's applicable Collective Bargaining Agreement.

III. OTHER TERMS AND CONDITIONS

A. Complete Agreement. This Agreement sets forth all the covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement.

B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. Indemnification.

1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the ***"Village Indemnified Parties"***) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the "School Indemnitors"), but only to the extent caused in whole or in part by any willful and wanton act or omission of the School Indemnitors.

2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the ***"School Indemnified Parties"***) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the ***"Village Indemnitors"***), but only to the extent caused in whole or in part by any willful and wanton act or omission of the Village Indemnitors.

3. Nothing contained in Section III.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.

4. For the purposes of this Agreement, any injury incurred by the School Resource Officer for which that School Resource Officer would be entitled to benefits under the worker's compensation statutes of this State shall be the obligation of the Village, and the School Resource Officer shall, at all times, be considered, for worker's compensation purposes, to be an employee of the Village. Each party shall bear its own costs for workers' compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements. Each Party to this Agreement shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement. The Village agrees to maintain throughout this Agreement the following minimum scope, terms, and limits of insurance unless otherwise approved by the District's insurance carrier:

1. Commercial General Liability Coverage

   i. $1,000,000 Per Occurrence
   ii. $1,000,000 Personal & Advertising Injury
   iii. $5,000 Medical Expenses
   iv. $2,000,000 General Aggregate
   v. $2,000,000 Products/Completed Operations Aggregate
   vi. Coverage must be included for Sexual Misconduct.
   vii. The School District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers, and employees should be named as an additional insured on a primary & non-contributory basis.

2. Commercial Automobile Liability Coverage

i. $1,000,000 Combined Single Limit
ii. The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers, and employees should be named as an additional insured

3. Law Enforcement Liability

i. $1,000,000 Per Occurrence
ii. $2,000,000 General Aggregate
iii. The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers, and employees should be named as an additional insured on a primary & non-contributory basis.

4. Umbrella or Excess Liability

i. $9,000,000 Per Occurrence
ii. $9,000,000 General Aggregate
iii. Coverage provided should be follow form over the General Liability, Auto Liability, Law Enforcement Liability and Employers' Liability.

5. Workers Compensation Coverage

i. Statutory Limits
ii. Employers Liability Limits of $1,000,000/$1,000,000/$1,000,000

6. Above coverages shall be from a company authorized to do business in Illinois and with at least an "A VII" rating from A.M. Best Company.

7. Within seven days after the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of insurance evidencing the insurance obligations under this Agreement. Each Party may satisfy the insurance obligations under this Section by utilizing excess or umbrella insurance. Each party shall name the other Party's Indemnitors as additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Party's Indemnitors.

E. Term and Renewal. This Agreement shall immediately take effect on the date the last of the Parties signs as set forth below the signature of their duly authorized representative and shall be in full force and effect for a period of one year thereafter. Thereafter, this agreement may be renewed for subsequent one-year terms if agreed upon in writing by both Parties.

F. Termination. Either party may terminate this Agreement by giving thirty (30) day prior written notice of such termination. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.

G. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.

H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I. Assignment. Neither party hereto may assign its respective rights or duties hereunder.

J. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.

K. Compliance with All Laws. The Village and School District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement. In addition, the School Resource Officer shall comply with all School District Board policies and laws applicable to School District employees, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/ *et seq.*

L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois or the federal district court for the Northern District of Illinois.

M. Exhibits. Exhibit A, Exhibit B, and Exhibit C are incorporated into and made part of this Agreement.

N. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.

O. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.

P. Notice. Notice of termination or request for amendment of any term of this Agreement or

for any other reason must be in writing and delivered by one party to the other at its Administrative Office either personally or through the U.S. mail, postage prepaid. Any notice sent to the Village shall be directed to the attention of the Village Manager, with a copy to the Chief of Police. Any notice sent to the School District shall be directed to the attention of the Superintendent, with a copy to the applicable School Principal(s).

Q. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.

R. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

S. Corporate Authority. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Village Board and the School District Board and except for amendment of this Agreement, the Village Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the Village and the School District respectively under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their proper officers duly authorized to execute the same.

BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300	VILLAGE OF ALGONQUIN, ILLINOIS
By: _____	By: _____
Name:	Name:
Title: Superintendent	Title: Village Manager
Attest: _____	Attest: _____
Name:	Name:
Title: Secretary of the Board	Title: Village Clerk
Date: _____	Date: _____

EXHIBIT A

Duties and Responsibilities of School Resource Officer. The Village police officer assigned to the District as its SRO shall have the following duties and responsibilities in furtherance of maintaining a safe and effective learning environment at the District schools:

A. Establish a close working relationship with school officials, teachers, parents, and students in the school to which he/she is assigned.

B. Abide by the District's Board policies and consult with and coordinate activities through the District's or applicable School's administration.

C. Work closely with the school administration and teaching staff.

D. Establish an "open door" policy to all students who wish to consult with the SRO on matters of law enforcement, juvenile matters, and such other matters deemed important by the student.

E. Participate in periodic training through the Illinois SROs Association, National Association of SROs, or similar organizations.

F. Complete the Illinois Law Enforcement Training Standards Board's training program for school resource officers.

G. Participate in in-service training and certification requirements that apply to all certified officers of the Village.

H. Complete specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.

I. Serve as a guest instructor and/or speaker in areas where his/her expertise is needed and appropriate.

J. Work closely with such other agencies in a position to assist the youth and/or his/her family in taking corrective action of anti-social behavior. Considered shall be the courts, social agencies, religious institutions such as a church, mental health organizations, and others.

K. Develop mutual respect and understanding between the students and the Resource Officer/SRO.

L. Perform other related duties as assigned or as appropriate.

M. The SRO may be assigned other duties and attend extra-curricular school activities necessary to fulfill his/her function as an SRO.

N. The SRO will supervise and prepare necessary records and reports as requested by the Village and School District authorities.

O. Refer all matters of school discipline to the proper administration or other school personnel.

P. When requested, assist with conducting inspections and searches of lockers, desks, parking lots and other school property and equipment owned or controlled by the District for illegal drugs, weapons or other illegal or dangerous substances or materials, including searches conducted using specially trained dogs. If a search produces evidence that the student has violated or is violating the law or the District's policies or rules, such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

Q. Attend suspension review and/or expulsion hearings upon the request of District officials or the Superintendent or designee. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed as permitted by law.

R. Assume responsibility for finding a substitute when absent, when possible. The Village will use reasonable efforts to find an appropriate substitute in the event of an absence of the School Resource Officer.

S. Perform duties in business casual civilian clothing, unless otherwise agreed upon by the Supervisor and Superintendent.

T. Carry his/her service weapon, badge, and handcuffs as determined by Village police policy.

U. The SRO shall not:

i. Enforce or assume authority in matters involving school rules and regulations, including code of conduct violations and student discipline.

ii. Remove a student from the school premises for alleged criminal activity without the knowledge of school authorities, unless the urgency of the situation so dictates.

iii. During school hours or when otherwise working in their capacity as an SRO, investigate criminal activity that occurred off school grounds, not related to school activities.

iv. Issue a fine, fee, ticket or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours or while taking school transportation, except as authorized by law for violations of traffic, boating, and fish and game laws.

EXHIBIT B

Additional areas for continuing professional development and training may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, gender identity, sexual orientation, immigrant rights, and other areas
- Professional Development offered by School District facilitators and staff
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, equity, cultural responsiveness, individual-institutional-systematic racism, homophobia, transphobia, sexism, classism, ableism, including, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The School Resource Officer shall attend a minimum of eight hours of training per year. Where practicable, the District shall also encourage school administrators working with School Resource Officers to undergo training alongside School Resource Officers to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

EXHIBIT C

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300 AND THE VILLAGE OF ALGONQUIN

The School District and the Village, pursuant to Section l-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1 *et seq.),* Sections 10-20.14 and 22-20 of the Illinois School Code (105 ILCS 5/1 *et seq.)* and Section 10/6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/1 *et seq.),* agree to and hereby establish the following guidelines for a reciprocal reporting system between the Village Police Department as the local law enforcement agency and the District regarding criminal and civil offenses committed by students. The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act, and Sections 10-20.14 and 22-20 of the Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between the police and school officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.

I. General Cooperation

A. Each party to this Agreement shall designate one or more persons (the "School Officials" as designated by the District and the "Police Officials" as designated by the Village) who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines. The School Officials and Police Officials shall provide each other, at the start of each new school year and updated as necessary, with their regular and emergency telephone numbers, mobile numbers, and email addresses.

B. School Officials and Police Officials will meet to facilitate and review implementation of these Guidelines at least once during the first quarter of each school year and thereafter as often as necessary.

C. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by either Officials.

D. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including, without limitation, United States mail, hand delivery, email correspondence, or facsimile; such sharing or written information may be according to an agreed-upon schedule, or on an as-needed basis, or as required by law.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School Officials will promptly report to the Police Officials any alleged or suspected criminal activity or civil violation committed by students enrolled in the District. In accordance with the Illinois School Code and the Illinois School Reporting of Drug Violations Act, 105 ILCS 5/10-27.1, 27.1A, 27.1B and 105 ILCS 127/1, School Officials are required to and will report the following incidents involving a student enrolled in the District to Police Officials:

i. Criminal gang activity;
ii. Weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
iii. A firearm on school property or on a school bus – firearm is defined as any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however, paint ball, bb guns, spring gun, pneumatic gun;
iv. A verified incident involving drugs on school property, within 1,000 feet of the school or on a school bus;
v. Fights or other violent activity that might reasonably carry over into the community;
vi. Abuse, neglect, lock-out, and runaway situations;
vii. Acts of vandalism;
viii. A complaint of battery committed against any school employee;
ix. Other activities involving students that threaten the safety of students or community members. on or off school property; or Any state or federal crime occurring or which has occurred on school property or at a school event, which might reasonably carry over into the community.

2. The School Officials will share information with the appropriate law enforcement agencies regarding the arrest of a student who is less than 18 years of age and is enrolled in the school when the arrest was for any offense listed in the Juvenile Court Act of 1987 (705 ILCS 405/1-7.

3. The School Officials sharing such information under Section II.A.1 of this Exhibit C should identify the student by name and describe the circumstances of the alleged criminal activity or civil violation. Any time local law enforcement makes a request to School Officials that School Officials shall share such information described in Section II.A.1 of this Exhibit C, local law enforcement officials will provide School Officials with written certification that local law enforcement will not disclose the information received pursuant to the request to any other party except as provided under law or order of the court in accordance with subsection 6(a)(6.5) of the *Illinois School Student Records* Act, 105 ILCS 10/6(a)(6.5), or unless another exception to the prohibition on sharing school student records from Section 6(a) of the *Illinois School Student Records Act* applies, l05 ILCS 10/6(a). Nothing in this Section is intended to limit the application of Subsection 6(a)(7) of the *Illinois School Student Records Act,* l05 ILCS 10/6(a)(7), which permits the sharing of school student records by any party to the appropriate persons subject to regulations of the State Board of Education without the prior written consent of the student's parent/guardian if, in connection with an emergency, the knowledge of such information contained within the school student records is necessary to protect the health or safety of the student or other persons.

4. When the activity or conduct of a District student constitutes an imminent threat to the safety of students or community members or the student, or where information regarding the activity or conduct of a District student may assist in the protection or safety of District students or community members, information regarding such

student's activity shall be disclosed to the Police Department as soon as practicable. If such information later becomes part of the student's school record under the provisions of the *Illinois School Student Records Act,* 105 ILCS 10/1*et seq.*, the District will not disclose the information from the student's school records to the Police Department without specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction, or as otherwise permitted by law, including but not limited to 23 Ill. Admin. Code § 375.60 and 105 ILCS 10/6. A student's school record for the purposes of this Agreement is defined according to Section 2(d) of the *Illinois School Student Records Act,* 105 ILCS 10/2(d).

5. Written information regarding student activities reported under this Agreement may be shared with Police Officials if (a) it relates to an immediate threat to the safety of School District students or community members, (b) specific written parental consent is provided, (c) a court of proper jurisdiction orders the release, or (d) as provided for in Section 6(a)(6.5) of the Illinois School Student Records Act.

6. In accordance with Section 6(a)(6.5) of the Illinois School Student Records Act, and consistent with Section II.C of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others, as defined in Section 10/6(a)(6.5) of ISSRA.

B. <u>By Police Officials to the School District</u>.

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably be a threat to others on school grounds or at school activities, unless such disclosure could jeopardize ongoing investigation or safety.

2. As currently provided by Section 1-7(A)(8)(A) of the Juvenile Court Act, Police Officials will report to School Officials and share law enforcement records with School Officials related the following offenses or suspected offenses (to be modified as such Section is amended from time to time) with respect to a minor enrolled in the School District who has been investigated for, taken into custody, or arrested for any of the following offenses or suspected offenses:

   i. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012;
   ii. a violation of the Illinois Controlled Substances Act;
   iii. a violation of the Cannabis Control Act;
   iv. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;
   v. a violation of the Methamphetamine Control and Community Protection Act;

vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act;
vii. a violation of the Hazing Act; or
viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12 7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012.

3. Police Officials will share information with School Officials concerning a student who is the subject of a current police investigation that is directly related to school safety. Such information shall only be shared verbally. An investigation means an official, systemic inquiry by law enforcement into actual or suspected criminal activity.

4. As required by Section 22-20 of the Illinois School Code (105 ILCS 5/22.20), Police Officials shall report to School Officials whenever a student enrolled in one of the District's schools is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention. The circumstances surrounding the events which led to the student's detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur in order to notify School Officials of developments and the disposition of the matter. All such reports shall be kept in a secure location separate from the student's official school record and shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

5. In administering Section 22-20 of the School Code and these guidelines, Police Officials shall report to School Officials conduct involving any offense outlined in Section II.B.2 above, and other offense as required by law, or an appearance in court as a juvenile or an adult for any other offense, other than a minor traffic offenses. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter. Police Officials shall also share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities, or has a significant impact on the safety and well-being of students, staff, and community members associated with the schools.

6. As appropriate and permitted by applicable laws, the Village's Police Department will notify the District Coordinator of School Safety of the status of investigations of incidents occurring on District premises promptly and within no more than two (2) business days if reasonably possible. Where there is an alleged incident involving sexual conduct or an offense resulting in physical injury occurring on District premises, the Village's Police Department willas soon as reasonably possible notify the District Coordinator of School Safety of the status of the investigation and provide updates when the investigation is suspended and or completed.

   Except where otherwise provided by law, the Village will maintain and make accessible for inspection, all evidence recovered by the School District and turned over to law enforcement at least until both the School District and the Police Department investigations are completed and whether or not the law enforcement's investigation results in an arrest.

7. Under these guidelines, Police Officials shall provide School Officials with the same information regarding suspected criminal or civil offenses committed by students of any age as is reported for students included in the scope of the Juvenile Court Act, as may be amended from time to time.

8. To the extent permitted by law, local law enforcement shall notify School Officials of any arrest made by the Police Department of a current District student who is arrested or taken into custody by the Police Department after his or her 18th birthday.

9. Local law enforcement may share or disclose information or records relating or pertaining to juveniles, subject to the provisions of the Serious Habitual Offender Comprehensive Action Program, when that information is used to assist in the early identification and treatment of habitual juvenile offenders. (705 ILCS 405/1-8(G)).

10. Pursuant to Section 5-905(2.5) of the Juvenile Court Act, Police Officials may report to school officials the identity of the victim of certain specified offenses in an effort to prevent foreseeable future violence.

III. Confidentiality and Records

A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, *et seq*., as amended, or other applicable law, or where disclosure of the names of involved persons is prohibited by student records confidentiality or other confidentiality laws.

B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under these guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these guidelines or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in the guidelines. Such procedures shall also be designed to ensure that any criminal activity information is not available to other employees, except those with a professional and privileged interest in receiving such information in order to take appropriate action, or any persons other than as authorized by these guidelines or by law.

C. Illinois School Student Records Act. This Section III and these Guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, which authorizes a school district to release student records to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The information derived from the law enforcement record shall be kept separate from and shall not become a part of the official school record of that child, and shall not be a public record. The information shall be used solely by the appropriate School Official(s) whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

If the designated Police Official and School Officials deem it to be in the best interest of the minor, the student may be referred to in-school or community-based social services if those services are available.

D. School Resource Officer Records. School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C.1232(g), reports of the Police Officials designated to work with the District pursuant to these guidelines shall not be considered educational records.

E. Current Investigations. Any information provided to the appropriate School Officials, whom the District has determined to have a legitimate educational or safety interest, by local law enforcement officials about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate School Official(s) to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from Police Officials, if reduced to writing, shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record unless required by law. This limitation on the use of information about a minor who is the subject of a current police investigation shall in no way limit the use of this information by prosecutors in pursuing criminal charges arising out of the information disclosed during a police investigation of the minor. For purposes of this paragraph, "investigation" means an official systematic inquiry by a law enforcement agency into actual or suspected criminal activity.

EXHIBIT D

7:150 Agency and Law Enforcement Requests

The District recognizes the right of every student to equal access to a free public education under State and federal law, consistent with Board policy 7:10, *Equal Educational Opportunities*. District administrators and staff stand *in loco parentis* when government agency and law enforcement authority requests occur at school.

Federal and State Law Requirements Regarding Citizenship and Immigration Status in Schools

No student shall be denied an education based on the student's, or their parent's/guardian's, actual or perceived citizenship or immigration status. Based on such status, the District will not:

1. Exclude a student from participating in, or deny them the benefits of, any District program or activity.
2. Use policies or procedures or engage in practices that have the effect of excluding a student from participating in or denying the benefits of any District program or activity.
3. Use policies or procedures or engage in practices that have the effect of excluding participation of a student's parent(s)/guardian(s) from District parental engagement activities or programs.
4. Threaten to disclose information related to the actual or perceived citizenship or immigration status of a student or a person associated with the student to any other person, entity, or immigration or law enforcement agency.
5. Disclose information related to the perceived citizenship or immigration status of a student or a person associated with the student to any other person, entity, or immigration or law enforcement agency if the District does not have direct knowledge of the student's or associated person's actual citizenship or immigration status, subject to the requirements in 105 ILCS 5/22-105(c)(3).
6. Disclose information related to the actual citizenship or immigration status of a student or a person associated with the student to any other person or nongovernmental entity if the District has direct knowledge of the student's or associated person's actual citizenship status, subject to the requirements in 105 ILCS 5/22-105(c)(3).

State law does not prohibit or restrict the District from sending or receiving information about the citizenship or immigration status of an individual to or from the U.S. Dept. of Homeland Security or any other governmental entity under 8 U.S.C. §§1373 and 1644.

Responding to Agency and Law Enforcement Requests

The Superintendent shall develop procedures to manage requests by government agencies or law

enforcement authorities regarding students at school. Procedures will:

1. Recognize individual student rights and privacy.
2. Recognize the potential impact the release of information or an interview may have on an individual student.
3. Minimize potential disruption.
4. Foster a cooperative relationship with government agencies and law enforcement authorities.
5. Maintain discipline and recognize that school employees stand in the relationship of the parents/guardians to the students during the school day.
6. Comply with State law including, but not limited to, ensuring that before a law enforcement agent, school resource officer, or other school security person detains and questions on school grounds a student under 18 years of age who is suspected of committing a criminal act, the Superintendent or designee will:
    a. Notify or attempt to notify the student's parent(s)/guardian(s) and document the time and manner in writing;
    b. Make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if they are not present, ensure that school employees (including, but not limited to, a school social worker, psychologist, nurse, counselor, or any other mental health professional) are present during the questioning; and
    c. If practicable, make reasonable efforts to ensure a trained law enforcement officer to promote safe interactions and communications with the student is present during questioning.
7. Manage reviewing and authorizing requests from law enforcement agents attempting to enter a school or school facility, in accordance with the requirements of 105 ILCS 5/22-105(c)(4).

LEGAL REF.:

U.S. Constitution, Amend. IV.

8 U.S.C. §1373 and §1644.

Plyler v. Doe, 457 U.S. 202 (1982).

Ill. Constitution, Art. I, §6.

105 ILCS 5/10-20.64, 5/10-20.68, 5/22-88, 5/22-105, and 5/24-24.

55 ILCS 80/, Children's Advocacy Center Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/31-1 *et seq*., Interference with Public Officers Act.

725 ILCS 120/, Rights of Crime Victims and Witnesses Act.

CROSS REF.: 2:160 (Board Attorney), 2:260 (Uniform Grievance Procedure), and 2:270

(Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:90 (Abused and Neglected Child Reporting), 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Behavior)

ADOPTED: February 24, 2026