AGENDA

1. Roll Call – Establish a Quorum
2. Public Comment – Audience Participation
   (Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
3. Community Development
   A. Consider Establishing Special Service Area #6 for the Westview Crossing Subdivision
   B. Consider Establishing Special Service Area #7 for the Trails of Woods Creek Subdivision
   C. Consider Establishing Special Service Area #8 for the Grand Reserve Subdivision
   D. Consider Establishing Special Service Area #9 for the Algonquin Road Subdivision
   E. Consider a Special Use Permit for an Outdoor Storage at 3031 Broadsmore Drive, Building 1 of NorthPoint
   F. Consider a Special Event License for Bold American Fare
   G. Consider a Special Event License for Whiskey & Wine
4. General Administration
5. Public Works & Safety
   A. Consider an Agreement with Tru-Green Herbicide Management for the 2023 Weed Control Applications
   B. Consider an Agreement with Hayes Industries for the Lead Service Line Replacement Project
   C. Consider Change Order #1 for the Fairway View Speed Hump Project
   D. Consider an Agreement with Christopher Burke Engineering for the Phase III Supplement #2 for the Downtown Streetscape Roundabout, N Harrison Street, and Main Street Bike Trail Project
   E. Consider Change Order #17 for the Crystal Creek River Walk Improvements and Harrison Street Bridge Replacement
   F. Consider an Agreement with Central Tree for the Sandbloom Road Utility Easement Tree Removal
6. Executive Session (if needed)
7. Other Business
8. Adjournment
AGENDA ITEM

MEETING TYPE: Committee of the Whole
MEETING DATE: June 13, 2023
SUBMITTED BY: Jason Shallcross, AICP
Patrick M Knapp, AICP
DEPARTMENT: Community Development
SUBJECT: Approval of an Ordinance Proposing the Establishment of a Special Service Area #6 for the Westview Crossing Subdivision

ACTION REQUESTED:

In the approval of the Westview Crossing Annexation Agreement, the Village of Algonquin and CalAtlantic Group agreed that a Special Service Area, or “SSA”, shall be established prior to the first issuance of a residential occupancy permit. The SSA would be dormant and only levied if the Homeowners Association, or “HOA”, fails to perform its obligations.

PREVIOUS ACTIONS:

The Annexation Agreement for the Westview Crossing Subdivision was approved by the Village Board on July 19, 2022.

DISCUSSION:

The SSA will cover the entirety of the Westview Crossing Subdivision, the “Area”, including the Lots dedicated to the Village. The Lots being dedicated to the Village are being included to establish contiguity of the land as required by the SSA Tax Law, but note that these Lots will not be impacted should an SSA Tax be levied because they are tax-exempt properties. Also per the SSA Tax Law, the residents cannot be impacted by the costs associated with maintenance on dedicated Lots.

These special services include:

- Maintenance, restoration, preservation, and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, repair, restoration, dredging, and removal of sediment or obstructions of and/or from any stormwater management, detention, or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, repair, restoration, and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities.
• Maintenance, restoration, repair, and replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities.
• Administrative, professionals’, engineers’, attorneys’, consultants’, and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

The term of the proposed Special Service Area will be perpetual and the nature of the special services is for new construction and/or maintenance within the Area.

RECOMMENDATION:

Based on this information, staff recommends that the Village Board approve the Ordinance proposing the establishment of Special Service Area Number 6 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as the Westview Crossing Subdivision. It is in the best interest of the public to create a Special Service Area to levy special taxes against the Area to finance special services, should they be required in the future.

ATTACHMENTS:
• Ordinance
• Westview Crossing Plat of Subdivision
ORDINANCE NO. 2023-O-__

An Ordinance Proposing the Establishment of Special Service Area Number ___ Within the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known as the Westview Crossing Subdivision

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin (the “Village”), McHenry and Kane Counties, Illinois, a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., which provides the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s President and Board of Trustees (the “Corporate Authorities”) find that:

A. It is in the public interest that the creation of Special Service Area Number ___, for the purposes set forth herein, be considered for the real property legally described as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES 52 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE THEREOF 1409.93 FEET; THENCE NORTH 01 DEGREE 38 MINUTES 02 SECONDS EAST 627.36 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 52 MINUTES 40 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1371.38 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 53 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE 363.74 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 54 SECONDS
WEST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1343.68 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 43 SECONDS WEST 367.35 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS;

EXCEPT THAT PART OF PARCEL 1 DEDICATED FOR PART OF THE SQUARE BARN ROAD BY DOCUMENT 2004R114410; and

PARCEL 2:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES, 52 MINUTES, 43 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1409.95 FEET; THENCE NORTH 01 DEGREES, 38 MINUTES, 02 SECONDS EAST, 627.36 FEET; THENCE NORTH 87 DEGREES, 52 MINUTES, 40 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1371.38 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES, 53 MINUTES, 38 SECONDS WEST ALONG SAID EAST LINE, 363.74 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 87 DEGREE 58 MINUTES, 54 SECONDS WEST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 1343.68 FEET; THENCE NORTH 02 DEGREES, 25 MINUTES, 40 SECONDS EAST, 328.66 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02 DEGREES, 03 MINUTES, 59 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 1319.84 FEET TO THE NORTHWEST CORNER THEREOF THENCE NORTH 88 DEGREES, 05 MINUTES, 11 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1322.88 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREES, 53 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1645.10 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS. EXCEPT THAT PART OF PARCEL 2 DEDICATED FOR PART OF SQUARE BARN ROAD BY DOCUMENT 2004R114410 AND ALSO EXCEPT FROM PARCEL 2 THE SOUTH 30 FEET FROM THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM 682.88 FEET TO 362.88 FEET WEST OF THE CENTER POINT OF SECTION 36, IN MCHENRY COUNTY CONVEYED PER DEED DOCUMENT 2003R0069829 (the “Area”).

The Area consists of Lots 1 through 150, inclusive, and Outlots A through E, inclusive, in the Westview Crossing Subdivision being a part of the Southwest Quarter of Section 36, Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the final plat of subdivision recorded as document no. 2023R0001991 with the McHenry County Recorder’s Office. The Area is located on Square Barn Road, south of the
Terrace Lakes Subdivision and east of the Cove Unit II subdivision and north of the Cove Unit III Resubdivision.

The Area is located on Square Barn Road, in Algonquin, Illinois, and consists of approximately 59.377 acres, more or less.

The property identification numbers assigned to lots and outlots within the Area are:

<table>
<thead>
<tr>
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<th>Description</th>
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<tbody>
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<td>18-36-377-040 (Lot 1)</td>
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<td>18-36-379-003 (Lot 39)</td>
<td>18-36-328-027 (Lot 79)</td>
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B. The Area is compact, contiguous and constitutes a separate and distinct development and subdivision within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within each of the outlots within the Area which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of such outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area which are not owned by the Village as deemed necessary and appropriate by the Corporate Authorities; and

4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and

5. administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.
The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on _____, the ______ day of ________, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. ___ of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax against the Area not to exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $25,000 but shall not exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING
ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER ___
FOR THE WESTVIEW CROSSING SUBDIVISION
AND THE LEVY OF A SPECIAL TAX THEREFORE
IN THE VILLAGE OF ALGONQUIN

NOTICE IS HEREBY GIVEN that on ________, __________, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

PARCEL 1:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL
MERIDIAN DESCRIBED AS FOLLOWS:

Special Service Area No. ___, Page 2
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES 52 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE THEREOF 1409.93 FEET; THENCE NORTH 01 DEGREE 38 MINUTES 02 SECONDS EAST 627.36 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 52 MINUTES 40 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1371.38 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 53 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE 363.74 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 54 SECONDS WEST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1343.68 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 43 SECONDS WEST 367.35 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS;

EXCEPT THAT PART OF PARCEL 1 DEDICATED FOR PART OF THE SQUARE BARN ROAD BY DOCUMENT 2004R114410; and

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SOUTH 30 FEET FROM THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM 682.88 FEET TO 362.88 FEET WEST OF THE CENTER POINT OF SECTION 36, IN MCHENRY COUNTY CONVEYED PER DEED DOCUMENT 2003R0069829 (the “Area”).

The Area consists of Lots 1 through 150, inclusive, and Outlots A through E, inclusive, in the Westview Crossing Subdivision being a part of the Southwest Quarter of Section 36, Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the final plat of subdivision recorded as document no. 2023R001991 with the McHenry County Recorder’s Office. The area is located on Square Barn Road, south of the Terrace Lakes Subdivision and east of the Cove Unit II subdivision and north of the Cove Unit III Resubdivision.

The Area is located on Square Barn Road in the Village of Algonquin, Illinois and consists of approximately 59.377 acres, more or less.

The property identification numbers assigned to lots and outlots within the Area are:

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<td>18-36-377-064 (Outlot B)</td>
<td>18-36-377-065 (Outlot C)</td>
<td>18-36-377-066 (Outlot D)</td>
</tr>
</tbody>
</table>

Special Service Area No. ____
All interested persons affected by the proposed formation of the Village of Algonquin Special Service Area No.____, including all persons owning taxable real property within the proposed special service area, will be given an opportunity to be heard regarding the proposed tax levy, the formation of and the boundaries of the Special Service Area, its proposed boundaries and may object to the formation of the Special Service Area and/or the proposed levy of taxes against the Area.

The purpose of the formation of the Village of Algonquin Special Service Area No. ____ in general is to provide special services to the Area, including, but not limited to:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within each of the outlots within the Area which are not owned by the Village, as well as any cutting of grass or replanting of
vegetation or landscaping within any of such outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and

4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area which are not owned by the Village as deemed necessary and appropriate by the Corporate Authorities; and

5. administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a maximum rate of .8 percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $25,000 but shall not exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area.

At the public hearing, all interested persons, including all persons owning taxable real estate therein and electors, will be given an opportunity to be heard at the hearing regarding the proposed tax levy against the Area to finance the provision of the Special Services, the proposed creation of the Special Service Area, its boundaries and any other issues relating to the proposed Special Service Area. The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk...
within 60 days following the final adjournment of the public hearing objecting to
the creation of the Special Service Area, or the levy or imposition of a tax, no
such special service area may be created or tax levied or imposed.

Dated this ___ day of __________________, 2023.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this
Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment
shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain
and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby
repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval
and publication in pamphlet form, which is hereby authorized, as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

______________________________
Village President Debby Sosine

(SEAL)

ATTEST: ______________________
Village Clerk Fred Martin

Passed: _________________________
Approved: ______________________
Published: _______________________

Special Service Area No. ___, Page 3
CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the _____ day of _________, 2023, the foregoing Ordinance entitled An Ordinance Proposing the Establishment of Special Service Area Number ___ in the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known As the Westview Crossing Subdivision, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2023-0-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the ______ day of _________________, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Algonquin, Illinois, this _____ day of __________________, 2023.

_________________________________
Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)
AGENDA ITEM

MEETING TYPE: Committee of the Whole
MEETING DATE: June 13, 2023
SUBMITTED BY: Jason Shallcross, AICP
Patrick M Knapp, AICP
DEPARTMENT: Community Development
SUBJECT: Approval of an Ordinance Proposing the Establishment of a Special Service Area #7 for the Trails of Woods Creek Subdivision

ACTION REQUESTED:
In the approval of the Trails of Woods Creek Redevelopment Agreement, the Village of Algonquin and Pulte Home Company, LLC agreed that a Special Service Area, or “SSA”, shall be established. The SSA would be dormant and only levied if the Homeowners Association, or “HOA”, failed to perform its obligations.

PREVIOUS ACTIONS:
The Redevelopment Agreement and Planned Development for the Trails of Woods Creek Subdivision was approved by the Village Board on May 19, 2020.

DISCUSSION:
The SSA will cover the entirety of the Trails of Woods Creek Subdivision, including the Lots dedicated to the Village. The Lots being dedicated to the Village are being included to establish contiguity of the land as required by the SSA Tax Law, but note that these Lots will not be impacted should an SSA Tax be levied because they are tax-exempt properties. Also per the SSA Tax Law, the residents cannot be impacted by the costs associated with maintenance on dedicated Lots.

These special services include:

- Maintenance, restoration, preservation, and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, repair, restoration, dredging, and removal of sediment or obstructions of and/or from any stormwater management, detention, or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, repair, restoration, and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities.
• Maintenance, restoration, repair, and replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities.
• Administrative, professionals’, engineers’, attorneys’, consultants’, and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

The term of the proposed Special Service Area will be perpetual and the nature of the special services is for new construction and/or maintenance within the Area.

RECOMMENDATION:

Based on this information, staff recommends that the Village Board approve the Ordinance proposing the establishment of Special Service Area Number 7 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as the Trails of Woods Creek Subdivision. It is in the best interest of the public to create a Special Service Area to levy special taxes against the Area to finance special services, should they be required in the future.

ATTACHMENTS:

• Ordinance
• Trails of Woods Creek Plat of Subdivision
ORDINANCE NO. 2023-O–

An Ordinance Proposing the Establishment of Special Service Area Number ___
Within the Village of Algonquin and Providing for a Public Hearing
and Other Procedures in Connection Therewith for the
Property Commonly Known as the Trails of Woods Creek Subdivision

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin
(the “Village”), McHenry and Kane Counties, Illinois, a home rule municipality as contemplated
under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this
Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in
the Constitution of the State of Illinois, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional
authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the
State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and
perform any function pertaining to its government and affairs including, but not
limited to, the power to regulate for the protection of the public health, safety,
 morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, the
Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., which provides the manner of levying
or imposing taxes for the provision of special services to areas within the boundaries of home
rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s President and Board of Trustees (the “Corporate
Authorities”) find that:

A. It is in the public interest that the creation of Special Service Area Number ___, for
the purposes set forth herein, be considered for the real property legally described as follows:

Lots 1-110, inclusive, Lots 166-200, inclusive, Lots 275-278, inclusive, and Outlots A-J, inclusive,
and Outlots N and O in the Trails of Woods Creek Phase 1 Subdivision being a part of the
Southeast Quarter of Section 25 and Northeast Quarter of Section 36, Township 43 North, Range 7
East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the final plat of
subdivision recorded as document no. 2020R0054323 with the McHenry County Recorder’s Office;
also legally described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST
QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL
MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER
OF THE SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF
LOT 33 IN PRESTWICKE PHASE 2; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST 2,572.98
FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SAID LINE BEING
COINCIDENT WITH THE EAST LINES OF PRESTWICKE PHASES 1 AND 2) TO THE SOUTH
RIGHT OF WAY LINE OF COUNTY HIGHWAY A48 ALSO KNOWN AS ALGONQUIN ROAD PER
PLAT OF HIGHWAYS RECORDED AS DOCUMENT 2008R0034553; THENCE SOUTH 89
DEGREES 38 MINUTES 01 SECOND EAST, 309.74 FEET ALONG SAID SOUTH LINE TO THE
WEST LINE OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF SAID SOUTHEAST
QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 572.09 FEET
ALONG THE LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 625.63 FEET OF
SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 33 MINUTES 43 SECONDS EAST,
825.05 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 1134.73 FEET OF
SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS
WEST, 573.12 FEET ALONG SAID EAST LINE TO SAID SOUTH LINE OF ALGONQUIN ROAD
AFORESAID; (THE FOLLOWING FIVE COURSES ARE ALONG SAID SOUTH LINE): 1) THENCE
SOUTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 491.27 FEET; 2) THENCE EASTERLY,
69.95 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9,665.00 FEET AND A
CHORD BEARING SOUTH 87 DEGREES 03 MINUTES 24 SECONDS EAST; 3) THENCE
EASTERLY, 499.18 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9,805.00
FEET AND A CHORD BEARING SOUTH 88 DEGREES 10 MINUTES 44 SECONDS EAST;
4) THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 389.69 FEET; 5) THENCE
SOUTH 34 DEGREES 33 MINUTES 48 SECONDS EAST, 18.24 FEET TO THE WEST LINE OF
FAIRWAY VIEW DRIVE PER TERRACE HILL DEVELOPMENT UNIT NO. 1 RECORDED AS
DOCUMENT 88R028428; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1230.00
FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID
SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST, 165.00
FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS
EAST, 200.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, 164.99
FEET TO THE WEST LINE OF SAID FAIRWAY VIEW DRIVE; THENCE SOUTH 00 DEGREES 14
MINUTES 25 SECONDS EAST, 81.00 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST
CORNER OF LOT 7 IN SAID TERRACE HILL DEVELOPMENT; (THE FOLLOWING TWO
COURSES ARE ALONG A BOUNDARY LINE OF SAID TERRACE HILL DEVELOPMENT): 1)
THENCE SOUTH 89 DEGREES 45 MINUTES 35 SECONDS WEST, 140.00 FEET; 2) THENCE
SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1029.00 FEET TO THE SOUTH LINE OF
SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH
LINE OF TERRACE HILL SUBDIVISION UNITS 4, 6 AND 7); THENCE NORTH 89 DEGREES 44
MINUTES 12 SECONDS WEST, 2,296.24 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST
CORNER OF LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 PER DOCUMENT
97R064030; THE FOLLOWING FOUR COURSES ARE ALONG A BOUNDARY LINE OF SAID
LOT 215); 1) SOUTH 03 DEGREES 49 MINUTES 16 SECONDS EAST, 185.97 FEET; 2) THENCE
SOUTH 88 DEGREES 10 MINUTES 44 SECONDS WEST, 49.83 FEET; 3) THENCE WESTERLY,
50.44 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.00 FEET AND A
CHORD BEARING SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST; 4) THENCE NORTH
03 DEGREES 13 MINUTES 43 SECONDS WEST, 191.31 FEET TO THE NORTHWEST CORNER
OF SAID LOT 215, BEING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE
NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST 62.41 FEET ALONG SAID SOUTH LINE
TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS:

1) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH,
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT
ALSO BEING THE SOUTHWEST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER
DOCUMENT 97R050928; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST,
1339.69 FEET ALONG SAID WEST LINE (SAID LINE BEING COINCIDENT WITH THE EAST
LINES OF PRESTWICKE PHASES 1 AND 2); THENCE NORTH 89 DEGREES 49 MINUTES 23
SECONDS EAST, 75.00 FEET TO THE POINT OF BEGINNING OF EXCEPTION 1; THENCE

Special Service Area No. ___, Page 2
NORTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, 130.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 50.95 FEET; THENCE SOUTHERLY 178.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST; THENCE SOUTH 26 DEGREES 49 MINUTES 37 SECONDS EAST, 100.79 FEET; THENCE SOUTHEASTERLY, 47.49 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 AND A CHORD BEARING SOUTH 15 DEGREES 11 MINUTES 52 SECONDS EAST; THENCE NORTH 86 DEGREES 25 MINUTES 53 SECONDS EAST, 200.24 FEET; THENCE SOUTH 05 DEGREES 48 MINUTES 22 SECONDS WEST, 110.37 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 53 SECONDS WEST, 134.12 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 146.18 FEET; THENCE SOUTHWESTERLY, 24.74 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 20 DEGREES 59 MINUTES 26 SECONDS WEST; THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 273.01 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 22 SECONDS EAST, 126.44 FEET; THENCE SOUTH 34 DEGREES 57 MINUTES 54 SECONDS EAST, 126.99 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 207.05 FEET; THENCE SOUTH 83 DEGREES 52 MINUTES 15 SECONDS EAST, 39.36 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, 11.69 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 459.09 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 204.61 FEET; THENCE SOUTH 69 DEGREES 06 MINUTES 11 SECONDS EAST, 146.44 FEET; THENCE NORTHEASTERLY 16.27 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 28 DEGREES 40 MINUTES 02 SECONDS EAST; THENCE NORTH 53 DEGREES 33 MINUTES 46 SECONDS WEST, 139.28 FEET; THENCE NORTH 48 DEGREES 19 MINUTES 47 SECONDS EAST, 120.20 FEET; THENCE SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 250.91 FEET; THENCE SOUTH 60 DEGREES 33 SECONDS 49 SECONDS EAST, 521.20 FEET; THENCE SOUTHWESTERLY 110.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD THAT BEARS SOUTH 36 DEGREES 14 MINUTES 19 SECONDS WEST; THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 214.37 FEET; THENCE SOUTH 60 DEGREES 33 MINUTES 57 SECONDS EAST, 135.00 FEET; THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 128.37 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 37 SECONDS WEST, 73.92 FEET; THENCE SOUTH 53 DEGREES 59 MINUTES 29 SECONDS WEST, 293.12 FEET; THENCE SOUTH 58 DEGREES 27 MINUTES 51 SECONDS WEST, 85.69 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, 362.28 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 135.00 FEET; THENCE SOUTH 83 DEGREES 34 MINUTES 49 SECONDS WEST, 84.05 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, 75.27 FEET; THENCE SOUTH 35 DEGREES 10 MINUTES 37 SECONDS WEST, 94.44 FEET; THENCE SOUTH 60 DEGREES 17 MINUTES 53 SECONDS WEST, 124.08 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 276.63 FEET; THENCE NORTH 14 DEGREES 13 MINUTES 44 SECONDS EAST, 137.71 FEET; THENCE NORTHWESTERLY, 87.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 25 MINUTES 50 SECONDS WEST; THENCE SOUTH 54 DEGREES 54 MINUTES 37 SECONDS WEST, 132.00 FEET; THENCE NORTH 21 DEGREES 22 MINUTES 03 SECONDS WEST, 121.43 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 493.66 FEET; THENCE NORTH 27 DEGREES 02 MINUTES 53 SECONDS EAST, 211.41 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 15 SECONDS WEST, 212.48 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 176.09 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

2) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT

Special Service Area No. ___.
ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE POINT OF BEGINNING OF EXCEPTION 2; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 21.17 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 135.00 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 250.36 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 9.67 FEET; THENCE NORTHEASTERLY, 10.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 48 DEGREES 38 MINUTES 58 SECONDS EAST; THENCE NORTH 36 DEGREES 14 MINUTES 30 SECONDS WEST, 138.14 FEET; THENCE NORTH 63 DEGREES 58 MINUTES 33 SECONDS EAST, 121.17 FEET; THENCE SOUTH 68 DEGREES 24 MINUTES 57 SECONDS EAST, 121.17 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 51 SECONDS EAST, 121.17 FEET; THENCE SOUTH 65 DEGREES 49 MINUTES 25 SECONDS WEST, 153.13 FEET; THENCE SOUTHERLY, 25.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 12 DEGREES 09 MINUTES 07 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 22 SECONDS EAST, 135.92 FEET; THENCE SOUTH 05 DEGREES 41 MINUTES 19 SECONDS EAST, 42.95 FEET; THENCE SOUTH 29 DEGREES 33 MINUTES 07 SECONDS WEST, 76.74 FEET; THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, 63.79 FEET; THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 FEET; THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 FEET; THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY.

3) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 21.17 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 135.00 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 250.36 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 9.67 FEET; THENCE NORTHEASTERLY, 10.70 SECONDS WEST, 10.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 48 DEGREES 38 MINUTES 58 SECONDS EAST; THENCE NORTH 36 DEGREES 14 MINUTES 30 SECONDS WEST, 138.14 SECONDS WEST, 138.14 FEET; THENCE NORTH 63 DEGREES 58 MINUTES 33 SECONDS EAST, 121.17 SECONDS EAST, 121.17 FEET; THENCE SOUTH 68 DEGREES 24 MINUTES 57 SECONDS EAST, 121.17 SECONDS EAST, 121.17 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 51 SECONDS EAST, 121.17 SECONDS EAST, 121.17 FEET; THENCE SOUTH 65 DEGREES 49 MINUTES 25 SECONDS WEST, 153.13 SECONDS WEST, 153.13 FEET; THENCE SOUTHERLY, 25.18 SECONDS WEST, 25.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 12 DEGREES 09 MINUTES 07 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 22 SECONDS EAST, 135.92 SECONDS EAST, 135.92 FEET; THENCE SOUTH 05 DEGREES 41 MINUTES 19 SECONDS EAST, 42.95 SECONDS EAST, 42.95 FEET; THENCE SOUTH 29 DEGREES 33 MINUTES 07 SECONDS WEST, 76.74 SECONDS WEST, 76.74 FEET; THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, 63.79 SECONDS WEST, 63.79 FEET; THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 SECONDS WEST, 182.55 FEET; THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 SECONDS WEST, 93.84 SECONDS WEST, 93.84 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 SECONDS WEST, 93.72 SECONDS WEST, 93.72 FEET; THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 SECONDS WEST, 93.72 SECONDS WEST, 93.72 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY.

Special Service Area No. ____
4) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 321.49 FEET; THENCE NORTHERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; THENCE EASTERNLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 01 MINUTES 21 SECONDS EAST; THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 361.77 FEET TO THE POINT OF BEGINNING OF EXCEPTION 4; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 81.66 FEET ALONG THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY, 110.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST; THENCE SOUTH 51 DEGREES 28 MINUTES 48 SECONDS EAST, 139.39 FEET; THENCE SOUTH 49 DEGREES 00 MINUTES 59 SECONDS WEST, 92.75 FEET; THENCE SOUTH 68 DEGREES 47 MINUTES 00 SECONDS WEST, 92.75 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 129.45 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS; and

Lots 111-165, inclusive, Lots 201-274, inclusive, and Outlots K, L and M, in the Trails of Woods Creek Phase 2 Subdivision being a part of the Southeast Quarter of Section 25, Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the final plat of subdivision recorded as document no. 2021R0031164 with the McHenry County Recorder’s Office; also legally described as follows:

PARCEL 1
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 275 IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; (THE FOLLOWING 46 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1: 1) THENCE NORTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, 130.00 FEET; 2) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 50.95 FEET; 3) THENCE SOUTHERLY, 178.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST; 4) THENCE SOUTH 26 DEGREES 49 MINUTES 37 SECONDS EAST, 100.79 FEET; 5) THENCE SOUTHEASTERLY, 47.49 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 15 DEGREES 11 MINUTES 52 SECONDS EAST; 6) THENCE NORTH 86 DEGREES 25 MINUTES 53 SECONDS EAST, 200.24 FEET; 7) THENCE SOUTH 05 DEGREES 48 MINUTES 22 SECONDS WEST, 110.37 FEET; 8) THENCE SOUTH 27 DEGREES 02 MINUTES 53 SECONDS WEST, 134.12 FEET; 9) THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 146.18 FEET; 10) THENCE SOUTHWESTERLY, 24.74 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 20 DEGREES 59 MINUTES 26 SECONDS

Special Service Area No. ____, Page 5
WEST; 11) THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 273.01 FEET; 12) THENCE SOUTH 57 DEGREES 33 MINUTES 22 SECONDS EAST, 126.44 FEET; 13) THENCE SOUTH 34 DEGREES 57 MINUTES 54 SECONDS EAST, 126.99 FEET; 14) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 207.05 FEET; 15) THENCE SOUTH 83 DEGREES 15 MINUTES 15 SECONDS EAST, 39.36 FEET; 16) THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, 11.69 FEET; 17) THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 459.09 FEET; 18) THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 204.61 FEET; 19) THENCE SOUTH 69 DEGREES 06 MINUTES 11 SECONDS EAST, 146.44 FEET; 20) THENCE NORTHEASTERLY, 16.27 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 28 DEGREES 40 MINUTES 02 SECONDS EAST; 21) THENCE NORTH 53 DEGREES 33 MINUTES 46 SECONDS WEST, 139.28 FEET; 22) THENCE NORTH 48 DEGREES 19 MINUTES 47 SECONDS EAST, 120.20 FEET; 23) THENCE SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 250.91 FEET; 24) THENCE SOUTH 60 DEGREES 33 MINUTES 49 SECONDS EAST, 521.20 FEET; 25) THENCE SOUTHWESTERLY 110.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD THAT BEARS SOUTH 36 DEGREES 14 MINUTES 19 SECONDS WEST; 26) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 214.37 FEET; 27) THENCE SOUTH 60 DEGREES 33 MINUTES 57 SECONDS EAST, 135.00 FEET; 28) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 128.37 FEET; 29) THENCE SOUTH 47 DEGREES 24 MINUTES 37 SECONDS WEST, 73.92 FEET; 30) THENCE SOUTH 53 DEGREES 59 MINUTES 29 SECONDS WEST, 293.12 FEET; 31) THENCE SOUTH 58 DEGREES 27 MINUTES 51 SECONDS WEST, 85.69 FEET; 32) THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, 362.28 FEET; 33) THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 135.00 FEET; 34) THENCE SOUTH 83 DEGREES 34 MINUTES 49 SECONDS WEST, 64.05 FEET; 35) THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, 75.27 FEET; 36) THENCE SOUTH 35 DEGREES 10 MINUTES 37 SECONDS WEST, 94.44 FEET; 37) THENCE SOUTH 60 DEGREES 17 MINUTES 53 SECONDS WEST, 124.08 FEET; 38) THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 276.63 FEET; 39) THENCE NORTH 14 DEGREES 13 MINUTES 44 SECONDS EAST, 137.71 FEET; 40) THENCE NORTHWESTERLY, 87.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 25 MINUTES 50 SECONDS WEST; 41) THENCE SOUTH 54 DEGREES 54 MINUTES 37 SECONDS WEST, 132.00 FEET; 42) THENCE NORTH 21 DEGREES 22 MINUTES 03 SECONDS WEST, 121.43 FEET; 43) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 493.66 FEET; 44) THENCE NORTH 27 DEGREES 02 MINUTES 53 SECONDS EAST, 211.41 FEET; 45) THENCE NORTH 27 DEGREES 15 MINUTES 15 SECONDS WEST, 212.48 FEET; 46) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 176.09 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323 FOR A POINT OF BEGINNING: (THE FOLLOWING 21 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1); 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 21.17 FEET; 3) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 135.00 FEET; 4) THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 250.36 FEET; 5) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS
EAST, 9.67 FEET; 6) THENCE NORTHEASTERLY, 10.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 48 DEGREES 38 MINUTES 58 SECONDS EAST; 7) THENCE NORTH 36 DEGREES 14 MINUTES 30 SECONDS WEST, 138.14 FEET; 8) THENCE NORTH 63 DEGREES 58 MINUTES 33 SECONDS EAST, 121.17 FEET; 9) THENCE SOUTH 68 DEGREES 24 MINUTES 57 SECONDS EAST, 121.17 FEET; 10) THENCE SOUTH 47 DEGREES 58 MINUTES 51 SECONDS EAST, 121.17 FEET; 11) THENCE SOUTH 65 DEGREES 49 MINUTES 25 SECONDS WEST, 153.13 FEET; 12) THENCE SOUTHERLY, 25.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 12 DEGREES 09 MINUTES 07 SECONDS EAST; 13) THENCE NORTH 89 DEGREES 52 MINUTES 22 SECONDS EAST, 135.92 FEET; 14) THENCE SOUTH 05 DEGREES 41 MINUTES 19 SECONDS EAST, 42.95 FEET; 15) THENCE SOUTH 29 DEGREES 33 MINUTES 07 SECONDS WEST, 76.74 FEET; 16) THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, 63.79 FEET; 17) THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 FEET; 18) THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 FEET; 19) THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 FEET; 20) THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 FEET; 21) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY.

PARCEL 3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323; (THE FOLLOWING TWO COURSES ARE ALONG RIGHT OF WAY LINES AS DEDICATED PER DOCUMENT 2020R0054323): 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 41.37 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING 11 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1): 1) THENCE CONTINUING NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; 2) THENCE NORTHERLY 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; 3) THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; 4) THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; 5) THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 351.77 FEET; 6) THENCE SOUTH 00 DEGREES 13 MINUTES 34 SECONDS EAST, 135.00 FEET; 7) THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 330.00 FEET; 8) THENCE SOUTH 69 DEGREES 48 MINUTES 40 SECONDS WEST, 22.08 FEET; 9) THENCE SOUTH 42 DEGREES 16 MINUTES 16 SECONDS WEST, 277.99 FEET; 10) THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 262.52 FEET; 11) THENCE SOUTH 43 DEGREES 32 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H; THENCE

Special Service Area No. ___, Page 7
NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323; (THE FOLLOWING SIX COURSES ARE ALONG RIGHT OF WAY LINES AS DEDICATED PER DOCUMENT 2020R0054323): 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; 3) THENCE NORTHEASTERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; 4) THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; 5) THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; 6) THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 361.77 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING 7 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1): 1) THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 81.66 FEET ALONG THE LAST DESCRIBED COURSE; 2) THENCE NORTHEASTERLY, 110.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST; 3) THENCE SOUTH 51 DEGREES 28 MINUTES 48 SECONDS EAST, 139.39 FEET; 4) THENCE SOUTH 49 DEGREES 00 MINUTES 59 SECONDS WEST, 92.75 FEET; 5) THENCE SOUTH 68 DEGREES 47 MINUTES 00 SECONDS WEST, 92.75 FEET; 6) THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 129.45 FEET; 7) THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

(collectively, the “Area”).

The Area is located south of Algonquin Road, west of Fairway View Drive and generally north of Bunker Hill Drive in the Village of Algonquin and consists of approximately 138.441 acres, more or less.

The property identification numbers assigned to lots and outlots within the Area are:

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18-25-428-019 (Lot 59)  18-25-405-002 (Lot 105)  18-25-451-023 (Lot 151)
18-25-428-018 (Lot 60)  18-25-405-003 (Lot 106)  18-25-451-024 (Lot 152)
18-25-428-017 (Lot 61)  18-25-451-001 (Lot 107)  18-25-451-025 (Lot 153)
18-25-428-015 (Lot 63)  18-25-451-003 (Lot 109)  18-25-451-027 (Lot 155)
18-25-428-014 (Lot 64)  18-25-451-004 (Lot 110)  18-25-451-028 (Lot 156)
18-25-428-012 (Lot 66)  18-25-451-007 (Lot 112)  18-25-451-030 (Lot 158)
18-25-428-011 (Lot 67)  18-25-451-008 (Lot 113)  18-25-451-031 (Lot 159)
18-25-428-010 (Lot 68)  18-25-451-009 (Lot 114)  18-25-451-032 (Lot 160)
18-25-428-009 (Lot 69)  18-25-453-001 (Lot 115)  18-25-451-033 (Lot 161)
18-25-428-008 (Lot 70)  18-25-453-002 (Lot 116)  18-25-478-001 (Lot 162)
18-25-428-007 (Lot 71)  18-25-453-003 (Lot 117)  18-25-478-002 (Lot 163)
18-25-428-006 (Lot 72)  18-25-453-004 (Lot 118)  18-25-478-003 (Lot 164)
18-25-428-005 (Lot 73)  18-25-453-005 (Lot 119)  18-25-478-004 (Lot 165)
18-25-428-004 (Lot 74)  18-25-453-006 (Lot 120)  18-25-477-007 (Lot 166)
18-25-428-003 (Lot 75)  18-25-451-010 (Lot 121)  18-25-477-006 (Lot 167)
18-25-428-002 (Lot 76)  18-25-451-011 (Lot 122)  18-25-477-005 (Lot 168)
18-25-405-025 (Lot 77)  18-25-451-012 (Lot 123)  18-25-477-004 (Lot 169)
18-25-405-024 (Lot 78)  18-25-451-013 (Lot 124)  18-25-477-003 (Lot 170)
18-25-405-023 (Lot 79)  18-25-451-014 (Lot 125)  18-25-477-002 (Lot 171)
18-25-405-022 (Lot 80)  18-25-451-015 (Lot 126)  18-25-477-001 (Lot 172)
18-25-405-021 (Lot 81)  18-25-451-016 (Lot 127)  18-25-428-046 (Lot 173)
18-25-405-020 (Lot 82)  18-25-458-008 (Lot 128)  18-25-428-045 (Lot 174)
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18-25-405-013 (Lot 89)  18-25-458-015 (Lot 135)  18-25-428-038 (Lot 181)
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18-25-405-008 (Lot 94)  18-25-458-003 (Lot 140)  18-25-428-033 (Lot 186)
18-25-404-003 (Lot 95)  18-25-458-004 (Lot 141)  18-25-428-032 (Lot 187)
18-25-404-006 (Lot 96)  18-25-458-005 (Lot 142)  18-25-428-031 (Lot 188)
18-25-404-005 (Lot 97)  18-25-458-006 (Lot 143)  18-25-428-030 (Lot 189)
18-25-404-004 (Lot 98)  18-25-458-007 (Lot 144)  18-25-428-029 (Lot 190)
18-25-404-001 (Lot 99)  18-25-451-017 (Lot 145)  18-25-428-028 (Lot 191)
18-25-404-002 (Lot 100) 18-25-451-018 (Lot 146)  18-25-428-027 (Lot 192)
18-25-405-007 (Lot 101) 18-25-451-019 (Lot 147)  18-25-428-026 (Lot 193)
18-25-405-005 (Lot 103) 18-25-451-021 (Lot 149)  18-25-429-001 (Lot 195)
B. The Area is compact, contiguous and constitutes a separate and distinct development and subdivision within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

Special Service Area No. ____
2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and

4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and

5. administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on _____, the _____ day of ______, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. ___ of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax against the Area not to exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $25,000 but shall not exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or
parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING
ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER __________
FOR THE TRAILS OF WOODS CREEK SUBDIVISION
AND THE LEVY OF A SPECIAL TAX THEREFORE
IN THE VILLAGE OF ALGONQUIN

NOTICE IS HEREBY GIVEN that on __________, __________, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

Lots 1-110, inclusive, Lots 166-200, inclusive, Lots 275-278, inclusive, and Outlots A-J, inclusive, and Outlots N and O in the Trails of Woods Creek Phase 1 Subdivision being a part of the Southeast Quarter of Section 25 and Northeast Quarter of Section 36, Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the final plat of subdivision recorded as document no. 2020R0054323 with the McHenry County Recorder’s Office; also legally described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS EAST 2,572.98 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SAID LINE BEING COINCIDENT WITH THE EAST LINES OF PRESTWICKE PHASES 1 AND 2) TO THE SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY A48 ALSO KNOWN AS ALGONQUIN ROAD PER PLAT OF HIGHWAYSRecorded as DOCUMENT 2008R0034553; THENCE SOUTH 89 DEGREES 38 MINUTES 01 SECOND EAST, 309.74 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 572.09 FEET ALONG THE LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 625.63 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 43 MINUTES 43 SECONDS EAST, 825.05 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 1134.73 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 573.12 FEET ALONG SAID EAST LINE TO SAID SOUTH LINE OF ALGONQUIN ROAD AFORESAID; (THE FOLLOWING FIVE COURSES ARE ALONG SAID SOUTH LINE): 1) THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 491.27 FEET; 2) THENCE EASTERLY, 69.95 FEET ALONG A CURVE TO

Special Service Area No. __________, Page 3
THE RIGHT, HAVING A RADIUS OF 9,665.00 FEET AND A CHORD BEARING SOUTH 87 DEGREES 03 MINUTES 24 SECONDS EAST; 3) THENCE EASTERLY, 499.18 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9,805.00 FEET AND A CHORD BEARING SOUTH 88 DEGREES 18 MINUTES 09 SECONDS EAST; 4) THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 389.69 FEET; 5) THENCE SOUTH 34 DEGREES 33 MINUTES 48 SECONDS EAST, 18.24 FEET TO THE WEST LINE OF FAIRWAY VIEW DRIVE PER TERRACE HILL DEVELOPMENT UNIT NO. 1 RECORDED AS DOCUMENT 88R028428; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1230.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST, 165.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 81.00 FEET ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 PER DOCUMENT 97R064030; THE FOLLOWING FOUR COURSES ARE ALONG A BOUNDARY LINE OF SAID LOT 215; 1) SOUTH 03 DEGREES 49 MINUTES 16 SECONDS EAST, 185.97 FEET; 2) THENCE SOUTH 88 DEGREES 10 MINUTES 44 SECONDS WEST, 49.83 FEET; 3) THENCE WESTERLY, 50.44 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.00 FEET AND A CHORD BEARING SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST; 4) THENCE NORTH 03 DEGREES 13 MINUTES 43 SECONDS WEST, 191.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER. THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST 62.41 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS:

1) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

2) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE
SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE POINT OF BEGINNING OF EXCEPTION 2; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 21.17 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 135.00 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 250.36 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 9.67 FEET; THENCE NORTHEASTERLY, 10.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 48 DEGREES 38 MINUTES 58 SECONDS EAST; THENCE NORTH 36 DEGREES 14 MINUTES 30 SECONDS WEST, 138.14 FEET; THENCE NORTH 63 DEGREES 58 MINUTES 33 SECONDS EAST, 121.17 FEET; THENCE SOUTH 68 DEGREES 24 MINUTES 57 SECONDS EAST, 121.17 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 51 SECONDS EAST, 121.17 FEET; THENCE SOUTH 65 DEGREES 49 MINUTES 25 SECONDS WEST, 153.13 FEET; THENCE SOUTHERLY, 25.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 12 DEGREES 09 MINUTES 07 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 22 SECONDS EAST, 135.92 FEET; THENCE SOUTH 05 DEGREES 41 MINUTES 19 SECONDS EAST, 42.95 FEET; THENCE SOUTH 29 DEGREES 33 MINUTES 07 SECONDS WEST, 76.74 FEET; THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, 63.79 FEET; THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 FEET; THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 FEET; THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN McHENRY COUNTY.

3) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 41.37 FEET TO THE POINT OF BEGINNING OF EXCEPTION 3; THENCE CONTINUING NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; THENCE NORTHERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET.
AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 351.77 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 34 SECONDS EAST, 135.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 330.00 FEET; THENCE SOUTH 69 DEGREES 48 MINUTES 40 SECONDS WEST, 22.08 FEET; THENCE SOUTH 42 DEGREES 16 MINUTES 16 SECONDS WEST, 277.99 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 262.52 FEET; THENCE SOUTH 43 DEGREES 32 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

4) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 321.49 FEET; THENCE NORTHERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 01 MINUTES 21 SECONDS EAST; THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 361.77 FEET TO THE POINT OF BEGINNING OF EXCEPTION 4; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 81.66 FEET ALONG THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY, 110.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST; THENCE SOUTH 51 DEGREES 28 MINUTES 48 SECONDS EAST, 139.39 FEET; THENCE SOUTH 49 DEGREES 00 MINUTES 59 SECONDS WEST, 92.75 FEET; THENCE SOUTH 68 DEGREES 47 MINUTES 00 SECONDS WEST, 92.75 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 129.45 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS; and

Lots 111-165, inclusive, Lots 201-274, inclusive, and Outlots K, L and M, in the Trails of Woods Creek Phase 2 Subdivision being a part of the Southeast Quarter of Section 25, Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the final plat of subdivision recorded as document no. 2021R0031164 with the McHenry County Recorder’s Office; also legally described as follows:
PARCEL 1
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 275 IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; (THE FOLLOWING 46 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1: 1) THENCE NORTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, 130.00 FEET; 2) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 50.95 FEET; 3) THENCE SOUTHERLY, 178.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST; 4) THENCE SOUTH 26 DEGREES 49 MINUTES 37 SECONDS EAST, 100.79 FEET; 5) THENCE SOUTHEASTERLY, 47.49 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 15 DEGREES 11 MINUTES 52 SECONDS EAST; 6) THENCE NORTH 86 DEGREES 25 MINUTES 53 SECONDS EAST, 200.24 FEET; 7) THENCE SOUTH 05 DEGREES 48 MINUTES 22 SECONDS WEST, 110.37 FEET; 8) THENCE SOUTH 27 DEGREES 02 MINUTES 53 SECONDS WEST, 134.12 FEET; 9) THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 146.18 FEET; 10) THENCE SOUTHWESTERLY, 24.74 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 20 DEGREES 59 MINUTES 26 SECONDS WEST; 11) THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 273.01 FEET; 12) THENCE SOUTH 57 DEGREES 33 MINUTES 22 SECONDS EAST, 126.44 FEET; 13) THENCE SOUTH 57 MINUTES 54 SECONDS EAST, 126.99 FEET; 14) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 207.05 FEET; 15) THENCE SOUTH 83 DEGREES 52 MINUTES 15 SECONDS EAST, 39.36 FEET; 16) THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, 11.69 FEET; 17) THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 459.09 FEET; 18) THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 204.61 FEET; 19) THENCE SOUTH 69 DEGREES 06 MINUTES 11 SECONDS EAST, 146.44 FEET; 20) THENCE NORTHEASTERLY, 16.27 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 28 DEGREES 40 MINUTES 02 SECONDS EAST; 21) THENCE NORTH 53 DEGREES 33 MINUTES 46 SECONDS WEST, 139.28 FEET; 22) THENCE NORTH 48 DEGREES 19 MINUTES 47 SECONDS EAST, 120.20 FEET; 23) THENCE SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 250.91 FEET; 24) THENCE SOUTH 60 DEGREES 33 MINUTES 49 SECONDS EAST, 521.20 FEET; 25) THENCE SOUTHWESTERLY 110.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD THAT BEARS SOUTH 36 DEGREES 14 MINUTES 19 SECONDS WEST; 26) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 214.37 FEET; 27) THENCE SOUTH 60 DEGREES 33 MINUTES 57 SECONDS EAST, 135.00 FEET; 28) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 128.37 FEET; 29) THENCE SOUTH 47 DEGREES 24 MINUTES 37 SECONDS WEST, 73.92 FEET; 30) THENCE SOUTH 53 DEGREES 59 MINUTES 29 SECONDS WEST, 293.12 FEET; 31) THENCE SOUTH 58 DEGREES 27 MINUTES 51 SECONDS WEST, 85.69 FEET; 32) THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, 362.28 FEET; 33) THENCE NORTH 00 DEGREES 08 MINUTES 44
SECONDS WEST, 135.00 FEET; 34) THENCE SOUTH 83 DEGREES 34 MINUTES 49 SECONDS WEST, 64.05 FEET; 35) THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, 75.27 FEET; 36) THENCE SOUTH 35 DEGREES 10 MINUTES 37 SECONDS WEST, 94.44 FEET; 37) THENCE SOUTH 60 DEGREES 17 MINUTES 53 SECONDS WEST, 124.08 FEET; 38) THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 276.63 FEET; 39) THENCE NORTH 14 DEGREES 13 MINUTES 44 SECONDS EAST, 137.71 FEET; 40) THENCE NORTHWESTERLY, 87.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 25 MINUTES 50 SECONDS WEST; 41) THENCE SOUTH 54 DEGREES 54 MINUTES 37 SECONDS WEST, 132.00 FEET; 42) THENCE NORTH 21 DEGREES 22 MINUTES 03 SECONDS WEST, 121.43 FEET, 43) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 493.66 FEET; 44) THENCE NORTH 27 DEGREES 02 MINUTES 53 SECONDS EAST, 211.41 FEET; 45) THENCE NORTH 27 DEGREES 15 MINUTES 15 SECONDS WEST, 212.48 FEET; 46) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 176.09 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT I IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT I; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323 FOR A POINT OF BEGINNING: (THE FOLLOWING 21 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1): 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 21.17 FEET; 3) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 135.00 FEET; 4) THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 250.36 FEET; 5) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 9.67 FEET; 6) THENCE NORTHEASTERLY, 10.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 48 DEGREES 38 MINUTES 58 SECONDS EAST; 7) THENCE NORTH 36 DEGREES 14 MINUTES 30 SECONDS WEST, 138.14 FEET; 8) THENCE NORTH 63 DEGREES 58 MINUTES 33 SECONDS EAST, 121.17 FEET; 9) THENCE SOUTH 68 DEGREES 24 MINUTES 57 SECONDS EAST, 121.17 FEET; 10) THENCE SOUTH 47 DEGREES 58 MINUTES 51 SECONDS EAST, 121.17 FEET; 11) THENCE SOUTH 65 DEGREES 49 MINUTES 25 SECONDS WEST, 153.13 FEET; 12) THENCE SOUTHERLY, 25.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 12 DEGREES 09 MINUTES 07 SECONDS EAST; 13) THENCE NORTH 89 DEGREES 52 MINUTES 22 SECONDS EAST, 135.92 FEET; 14) THENCE SOUTH 05 DEGREES 41 MINUTES 19 SECONDS EAST, 42.95 FEET; 15) THENCE SOUTH 29 DEGREES 33 MINUTES 07 SECONDS WEST, 76.74 FEET; 16) THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, 63.79
FEET, 17) THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 FEET; 18) THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 FEET; 19) THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 FEET; 20) THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 FEET; 21) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY.

PARCEL 3
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323; (THE FOLLOWING TWO COURSES ARE ALONG RIGHT OF WAY LINES AS DEDICATED PER DOCUMENT 2020R0054323): 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 41.37 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING 11 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1: 1) THENCE CONTINUING NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; 2) THENCE NORTHERLY 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; 3) THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; 4) THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; 5) THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 351.77 FEET; 6) THENCE SOUTH 00 DEGREES 13 MINUTES 34 SECONDS EAST, 135.00 FEET; 7) THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 330.00 FEET; 8) THENCE SOUTH 69 DEGREES 48 MINUTES 40 SECONDS WEST, 22.08 FEET; 9) THENCE SOUTH 42 DEGREES 16 MINUTES 16 SECONDS WEST, 277.99 FEET; 10) THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 262.52 FEET; 11) THENCE SOUTH 43 DEGREES 32 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323; (THE
FOLLOWING SIX COURSES ARE ALONG RIGHT OF WAY LINES AS DEDICATED PER DOCUMENT 2020R0054323; 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; 3) THENCE NORTHERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; 4) THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; 5) THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; 6) THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 361.77 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING 7 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1): 1) THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 81.66 FEET ALONG THE LAST DESCRIBED COURSE; 2) THENCE NORTHEASTERLY, 110.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST; 3) THENCE SOUTH 51 DEGREES 28 MINUTES 48 SECONDS EAST, 139.39 FEET; 4) THENCE SOUTH 49 DEGREES 00 MINUTES 59 SECONDS WEST, 92.75 FEET; 5) THENCE SOUTH 68 DEGREES 47 MINUTES 00 SECONDS WEST, 92.75 FEET; 6) THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 129.45 FEET; 7) THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

The Area is located south of Algonquin Road, west of Fairway View Drive and generally north of Bunker Hill Drive in the Village of Algonquin and consists of approximately 138.441 acres, more or less.

The property identification numbers assigned to the lots and outlots within the Area are:

18-25-401-002 (Lot 1) 18-25-401-021 (Lot 18) 18-25-427-004 (Lot 35)
18-25-401-003 (Lot 2) 18-25-401-022 (Lot 19) 18-25-427-005 (Lot 36)
18-25-401-004 (Lot 3) 18-25-401-023 (Lot 20) 18-25-427-006 (Lot 37)
18-25-401-005 (Lot 4) 18-25-401-024 (Lot 21) 18-25-427-007 (Lot 38)
18-25-401-006 (Lot 5) 18-25-401-025 (Lot 22) 18-25-427-008 (Lot 39)
18-25-401-009 (Lot 6) 18-25-401-026 (Lot 23) 18-25-427-009 (Lot 40)
18-25-401-010 (Lot 7) 18-25-401-027 (Lot 24) 18-25-427-010 (Lot 41)
18-25-401-011 (Lot 8) 18-25-401-028 (Lot 25) 18-25-427-011 (Lot 42)
18-25-401-012 (Lot 9) 18-25-401-029 (Lot 26) 18-25-427-012 (Lot 43)
18-25-401-013 (Lot 10) 18-25-401-030 (Lot 27) 18-25-427-013 (Lot 44)
18-25-401-014 (Lot 11) 18-25-401-031 (Lot 28) 18-25-427-014 (Lot 45)
18-25-401-015 (Lot 12) 18-25-401-032 (Lot 29) 18-25-427-015 (Lot 46)
18-25-401-016 (Lot 13) 18-25-401-033 (Lot 30) 18-25-427-016 (Lot 47)
18-25-401-017 (Lot 14) 18-25-401-034 (Lot 31) 18-25-427-017 (Lot 48)
18-25-401-018 (Lot 15) 18-25-427-001 (Lot 32) 18-25-427-018 (Lot 49)
18-25-401-019 (Lot 16) 18-25-427-002 (Lot 33) 18-25-427-019 (Lot 50)
18-25-401-020 (Lot 17) 18-25-427-003 (Lot 34) 18-25-427-020 (Lot 51)
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Special Service Area No. ____,
Page 11
18-25-428-029 (Lot 190) 18-25-476-022 (Lot 225) 18-25-452-015 (Lot 260)
18-25-428-028 (Lot 191) 18-25-476-023 (Lot 226) 18-25-452-014 (Lot 261)
18-25-428-027 (Lot 192) 18-25-476-024 (Lot 227) 18-25-452-013 (Lot 262)
18-25-428-026 (Lot 193) 18-25-476-025 (Lot 228) 18-25-452-012 (Lot 263)
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18-25-429-015 (Lot 208) 18-25-479-002 (Lot 243) 18-25-440-002 (Lot 278)
18-25-429-016 (Lot 209) 18-25-479-001 (Lot 244) 18-25-440-007 (Outlot A)
18-25-429-017 (Lot 210) 18-25-456-010 (Lot 245) 18-25-440-008 (Outlot B)
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18-25-429-023 (Lot 216) 18-25-456-004 (Lot 251) 18-25-476-013 (Outlot H)
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18-25-476-015 (Lot 218) 18-25-456-002 (Lot 253) 18-25-402-001 (Outlot J)
18-25-476-016 (Lot 219) 18-25-456-001 (Lot 254) 18-25-454-001 (Outlot K)
18-25-476-017 (Lot 220) 18-25-455-005 (Lot 255) 18-25-458-018 (Outlot L)
18-25-476-018 (Lot 221) 18-25-455-004 (Lot 256) 18-25-457-001 (Outlot M)
18-25-476-019 (Lot 222) 18-25-455-003 (Lot 257) 18-25-401-001 (Outlot N)
18-25-476-020 (Lot 223) 18-25-455-002 (Lot 258) 18-25-429-007 (Outlot O)
18-25-476-021 (Lot 224) 18-25-455-001 (Lot 259)

All interested persons affected by the proposed formation of the Village of Algonquin Special Service Area No.____, including all persons owning taxable real property within the proposed special service area, will be given an opportunity to be heard regarding the proposed tax levy, the proposed formation of and the proposed boundaries of the proposed Special Service Area to encompass the Area.

The purpose of the formation of the Village of Algonquin Special Service Area No.____ in general is to provide special services to the Area, including, but not limited to:

Special Service Area No.____, Page 12
1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and

4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and

5. administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a maximum rate of .8 percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $25,000 but shall not exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area.

At the public hearing, all interested persons, including all persons owning taxable real estate therein and electors, will be given an opportunity to be heard at the hearing regarding the proposed tax levy against the Area to finance the provision
of the Special Services, the proposed creation of the Special Service Area, its boundaries and any other issues relating to the proposed Special Service Area. The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

Dated this ___ day of __________________, 2023.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(Village President Debby Sosine)
(SEAL)
ATTEST: ______________________
Village Clerk Fred Martin

Passed: ______________________
Approved: ______________________
Published: ______________________

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Special Service Area No. ___, Page 3
CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the ____ day of __________, 2023, the foregoing Ordinance entitled An Ordinance Proposing the Establishment of Special Service Area Number ___ in the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known as the Trails of Woods Creek Subdivision, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2023-0-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the _______ day of ________________, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Algonquin, Illinois, this ____ day of __________________, 2023.

________________________
Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)
MEETING TYPE: Committee of the Whole  
MEETING DATE: June 13, 2023  
SUBMITTED BY: Jason Shallcross, AICP  
Patrick M Knapp, AICP  
DEPARTMENT: Community Development  
SUBJECT: Approval of an Ordinance Proposing the Establishment of a Special Service Area #8 for the Grand Reserve Subdivision

ACTION REQUESTED:
In the approval of the Grand Reserve Annexation Agreement the Village of Algonquin, Eineke Property, L.L.C., and Grand Pointe Homes, Inc agreed that a Special Service Area, or “SSA”, was in the best interest of the development. This Annexation Agreement has since expired but Village Staff still believe that it is in the best interest of the Public to approve an SSA. The SSA would be dormant and only levied if the Homeowners Association, or “HOA”, fails to perform its obligations.

PREVIOUS ACTIONS:
The Annexation Agreement and original Planned Development for the Grand Reserve Subdivision were approved by the Village Board on December 3, 2002. The plans were revised in 2011 which then constituted an amendment to both the Annexation Agreement and Planned Development. Then in 2021, an Amendment to the Planned Development was approved for the Fourstar Group, Inc. to build detached senior housing.

DISCUSSION:
The SSA will cover the entirety of the Grand Reserve Subdivision, the “Area”, including the Lots dedicated to the Village. The Lots being dedicated to the Village are being included to establish contiguity of the land as required by the SSA Tax Law, but note that these Lots will not be impacted should an SSA Tax be levied because they are tax-exempt properties. Also per the SSA Tax Law, the residents cannot be impacted by the costs associated with maintenance on dedicated Lots.

These special services include:

- Maintenance, restoration, preservation, and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, repair, restoration, dredging, and removal of sediment or obstructions of and/or from any stormwater management, detention, or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass
or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities.

- Maintenance, repair, restoration, and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, restoration, repair, and replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities.
- Administrative, professionals’, engineers’, attorneys’, consultants’, and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

The term of the proposed Special Service Area will be perpetual and the nature of the special services is for new construction and/or maintenance within the Area.

**RECOMMENDATION:**

Based on this information, staff recommends that the Village Board approve the Ordinance proposing the establishment of Special Service Area Number 8 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as the Grand Reserve Subdivision. It is in the best interest of the public to create a Special Service Area to levy special taxes against the Area to finance special services, should they be required in the future.

**ATTACHMENTS:**

- Ordinance
- Grand Reserve Plat of Subdivision
ORDINANCE NO. 2023-O-

An Ordinance Proposing the Establishment of Special Service Area Number ___ Within the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known as the Grand Reserve Subdivision and Resubdivision

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin (the “Village”), McHenry and Kane Counties, Illinois, a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, the Special Service Area Tax Law, 35 ILCS 200/27 et seq., which provides the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s President and Board of Trustees (the “Corporate Authorities”) find that:

A. It is in the public interest that the creation of Special Service Area Number ___, for the purposes set forth herein, be considered for the real property generally described as the Grand Reserve Subdivision and Resubdivision and legally described as follows:

Lots 5, 6, 9, 10, 12, 13, 19, 20, 22, 27, 30, 31, 33, 38, 39, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 58, 99, 100, 101, 102 and 106 in the Grand Reserve Subdivision as set forth in the Final Plat of Subdivision recorded as document no. 2004R0049463 on June 2, 2004 and Certificate of Correction recorded November 8, 2004 as document no. 2004R0099240 and Certificate of Correction recorded June 18, 2004 as document no. 2004R0055483 and Certificate of Correction recorded September 8, 2004 as document no. 2004R0080452 with the McHenry County Recorder’s Office; also legally described as follows:

2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER’S OFFICE OF MCHENRY COUNTY, ILLINOIS; and

All Lots and Outlots 1 through 6, inclusive, in the Final Plat of Subdivision of Grand Reserve Resubdivision being a part of the Southwest Fractional 1/4 of Section 31, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry, Illinois recorded as document no. 2021R0055953 and Certificate of Correction recorded January 12, 2022 as document no. 2022R0001724 with the McHenry County Recorder’s Office; also legally described as follows:


TOGETHER WITH THAT PART OF LOT 102 DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF LOTS 37 AND 38, IN SAID GRAND RESERVE SUBDIVISION; THENCE SOUTH 44 DEGREES 40 MINUTES 16 SECONDS WEST, 69.54 FEET TO THE CORNER OF LOTS 36 AND 37; THENCE ALONG THE WESTERLY LINE OF LOT 37, NORTH 66 DEGREES 29 MINUTES 43 SECONDS EAST, 15.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 38 DEGREES 56 MINUTES 39 SECONDS EAST, 55.89 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE PART OF LOT 105 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 105, THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 105, BEING THE ARC OF A CURVE HAVING A RADIUS OF 700.00, A CHORD Bearing of NORTH 89 DEGREES 24 MINUTES 18 SECONDS WEST, AN ARC DISTANCE OF 59.19 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING ALONG SAID SOUTH LINE, BEING THE ARC OF A CURVE, HAVING A RADIUS OF 220.00 FEET, A CHORD Bearing of NORTH 75 DEGREES 25 MINUTES 17 SECONDS WEST, AN ARC DISTANCE OF 90.47 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 44 SECONDS EAST, 260.54 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, 146.75 FEET TO THE WEST LINE OF EINEKE BOULEVARD; THENCE ALONG SAID EAST LINE SOUTH 01 DEGREE 42 MINUTES 44 SECONDS WEST, 273.39 FEET, TO THE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM THAT PART OF LOT 103 IN GRAND RESERVE SUBDIVISION DEDICATED FOR PUBLIC RIGHT-OF-WAY RECORDED MAY 12, 2012 AS DOCUMENT 2012R0019407, IN MCHENRY COUNTY, ILLINOIS (collectively, the “Area”).

The Area is located east, west and south of Harnish Drive, and generally east of Ted Spella Park, and west and north of the northern terminus of Boyer Road in the Village of Algonquin and consists of approximately 149 acres, more or less.

The property identification numbers assigned to the lots and outlots within the Area are:

19-31-328-040 (Lot 17 Resub) 19-31-328-043 (Lot 20 Resub) 19-31-328-044 (Lot 21 Resub)
19-31-328-041 (Lot 18 Resub) 19-31-328-005 (Lot 5) 19-31-328-045 (Lot 22 Resub)
19-31-328-042 (Lot 19 Resub) 19-31-328-006 (Lot 6) 19-31-327-005 (Lot 9)
Special Service Area No. ___.
B. The Area is compact, contiguous and constitutes a separate and distinct development and subdivision within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and

4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and

5. administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.
If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on _____, the _____ day of _______, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. ____ of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax against the Area not to exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $25,000 but shall not exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING
ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER ___
FOR THE GRAND RESERVE SUBDIVISION
AND THE LEVY OF A SPECIAL TAX THEREFORE
IN THE VILLAGE OF ALGONQUIN

NOTICE IS HEREBY GIVEN that on __________, __________, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

Lots 5, 6, 9, 10, 12, 13, 19, 20, 22, 27, 30, 31, 33, 38, 39, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 58, 99, 100, 101, 102 and 106 in the Grand Reserve Subdivision as set forth in the Final Plat of Subdivision recorded as document no. 2004R00493463 on June 2, 2004 and Certificate of Correction recorded November 8, 2004 as document no. 2004R0099240 and Certificate of Correction recorded June 18, 2004 as document no. 2004R005483 and Certificate of Correction recorded September 8, 2004 as document no. 2004R0084052 with the McHenry County Recorder’s Office; also legally described as follows:

All Lots and Outlots 1 through 6, inclusive, in the Final Plat of Subdivision of Grand Reserve Resubdivision being a part of the Southwest Fractional 1/4 of Section 31, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry, Illinois recorded as document no. 2021R0055953 and Certificate of Correction recorded January 12, 2022 as document no. 2022R0001724 with the McHenry County Recorder’s Office; also legally described as follows:


TOGETHER WITH THAT PART OF LOT 102 DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF LOTS 37 AND 38, IN SAID GRAND RESERVE SUBDIVISION; THENCE SOUTH 44 DEGREES 40 MINUTES 16 SECONDS WEST, 69.54 FEET TO THE CORNER OF LOTS 36 AND 37; THENCE ALONG THE WESTERLY LINE OF LOT 37, NORTH 66 DEGREES 29 MINUTES 43 SECONDS EAST, 15.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 38 DEGREES 56 MINUTES 39 SECONDS EAST, 55.89 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE PART OF LOT 105 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 105, THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 105, BEING THE ARC OF A Curve HAVING A RADIUS OF 700.00, A CHORD BEARING OF NORTH 89 DEGREES 24 MINUTES 18 SECONDS WEST, AN ARC DISTANCE OF 59.19 FEET TO A POINT OF COMPOUND Curve; THENCE CONTINUING ALONG SAID SOUTH Line, BEING THE ARC OF A CURVE, HAVING A RADIUS OF 220.00 FEET, A CHORD BEARING OF NORTH 75 DEGREES 25 MINUTES 17 SECONDS WEST, AN ARC DISTANCE OF 90.47 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 44 SECONDS EAST, 260.54 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, 146.75 FEET TO THE WEST LINE OF EINEKE BOULEVARD; THENCE ALONG SAID EAST LINE SOUTH 01 DEGREE 42 MINUTES 44 SECONDS WEST, 273.39 FEET, TO THE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM THAT PART OF LOT 103 IN GRAND RESERVE SUBDIVISION DEDICATED FOR PUBLIC RIGHT-OF-WAY RECORDED MAY 12, 2012 AS DOCUMENT 2012R0019407, IN MCHEmRY COUNTY, ILLINOIS (collectively, the “Area”).
The Area is located east, west and south of Harnish Drive, and generally east of Ted Spella Park, and west and north of the northern terminus of Boyer Road in the Village of Algonquin and consists of approximately 149 acres, more or less.

The property identification numbers assigned to the lots and outlots within the Area are:

19-31-328-040 (Lot 17 Resub) 19-31-328-038 (Lot 46) 19-31-329-006 (Lot 64 Resub)
19-31-328-041 (Lot 18 Resub) 19-31-328-039(Lot 46) 19-31-327-009 (Lot 65 Resub)
19-31-328-042 (Lot 19 Resub) 19-31-328-020(Lot 47) 19-31-327-010 (Lot 66 Resub)
19-31-328-043 (Lot 20 Resub) 19-31-328-021(Lot 47) 19-31-327-011 (Lot 67 Resub)
19-31-328-005 (Lot 5) 19-31-328-022(Lot 48) 19-31-327-012 (Lot 68 Resub)
19-31-328-006 (Lot 6) 19-31-328-023(Lot 48) 19-31-327-013 (Lot 69 Resub)
19-31-328-044 (Lot 21 Resub) 19-31-328-036(Lot 49) 19-31-327-014 (Lot 70 Resub)
19-31-328-045 (Lot 22 Resub) 19-31-328-037(Lot 49) 19-31-327-015 (Lot 71 Resub)
19-31-327-005 (Lot 9) 19-31-328-024(Lot 50) 19-31-326-018 (Lot 54 Resub)
19-31-327-004 (Lot 10) 19-31-328-025(Lot 50) 19-31-326-019 (Lot 55 Resub)
19-31-327-043 (Lot 16 Resub) 19-31-328-026(Lot 51) 19-31-326-020 (Lot 56 Resub)
19-31-327-002 (Lot 12) 19-31-328-027(Lot 51) 19-31-326-021 (Lot 57 Resub)
19-31-327-001 (Lot 13) 19-31-328-028(Lot 52) 19-31-326-022 (Lot 58 Resub)
19-31-327-041 (Lot 15 Resub) 19-31-328-029(Lot 52) 19-31-326-023 (Lot 59 Resub)
19-31-327-042 (Lot 14 Resub) 19-31-328-030(Lot 53) 19-31-326-024 (Lot 60 Resub)
19-31-327-052 (Outlot 3 Resub) 19-31-328-031(Lot 53) 19-31-330-008 (Lot 62 Resub)
19-31-327-044 (Lot 13 Resub) 19-31-328-033(Lot 54) 19-31-330-009 (Lot 61 Resub)
19-31-327-045 (Lot 12 Resub) 19-31-328-032(Lot 54) 19-31-330-005 (Lot 44 Resub)
19-31-327-011 (Lot 19) 19-31-378-003 (Lot 96 Resub) 19-31-330-007 (Lot 46 Resub)
19-31-327-012 (Lot 20) 19-31-378-004 (Lot 97 Resub) 19-31-376-010 (Lot 47 Resub)
19-31-327-047 (Lot 10 Resub) 19-31-378-005 (Lot 98 Resub) 19-31-376-011 (Lot 48 Resub)
19-31-327-014 (Lot 22) 19-31-379-004 (Lot 58) 19-31-376-012 (Lot 49 Resub)
19-31-327-048 (Lot 9 Resub) 19-31-379-005 (Lot 58) 19-31-376-013 (Lot 50 Resub)
19-31-327-049 (Lot 8 Resub) 19-31-379-006 (Lot 99 Resub) 19-31-376-014 (Lot 51 Resub)
19-31-327-050 (Lot 7 Resub) 19-31-379-007 (Lot 100 Resub) 19-31-376-015 (Lot 52 Resub)
19-31-327-051 (Lot 6 Resub) 19-31-379-008 (Lot 101 Resub) 19-31-376-016 (Lot 53 Resub)
19-31-327-019 (Lot 27) 19-31-379-009 (Lot 102 Resub) 19-31-327-053 (Lot 43 Resub)
19-31-327-068 (Lot 28 Resub) 19-31-379-010 (Lot 103 Resub) 19-31-327-054 (Lot 42 Resub)
19-31-327-069 (Lot 27 Resub) 19-31-379-011 (Lot 104 Resub) 19-31-327-055 (Lot 41 Resub)
19-31-326-016 (Lot 30) 19-31-379-012 (Lot 105 Resub) 19-31-327-056 (Lot 40 Resub)
19-31-326-015 (Lot 31) 19-31-379-013 (Lot 106 Resub) 19-31-327-057 (Lot 39 Resub)
19-31-326-025 (Lot 5 Resub) 19-31-379-014 (Lot 107 Resub) 19-31-327-058 (Lot 38 Resub)
19-31-326-013 (Lot 33) 19-31-379-015 (Lot 108 Resub) 19-31-327-059 (Lot 37 Resub)
19-31-326-023 (Lot 3 Resub) 19-31-379-017 (Lot 110 Resub) 19-31-327-061 (Lot 35 Resub)
19-31-326-022 (Lot 2 Resub) 19-31-377-016 (Lot 87 Resub) 19-31-327-062 (Lot 34 Resub)
19-31-326-021 (Lot 1 Resub) 19-31-377-017 (Lot 88 Resub) 19-31-327-063 (Lot 33 Resub)
19-31-326-008 (Lot 38) 19-31-377-018 (Lot 89 Resub) 19-31-327-064 (Lot 32 Resub)
19-31-326-007 (Lot 39) 19-31-377-019 (Lot 90 Resub) 19-31-327-065 (Lot 31 Resub)
19-31-326-005 (Lot 41) 19-31-377-020 (Lot 91 Resub) 19-31-327-066 (Lot 30 Resub)
19-31-326-004 (Lot 42) 19-31-377-021 (Lot 92 Resub) 19-31-327-067 (Lot 29 Resub)
19-31-326-003 (Lot 43) 19-31-329-007 (Lot 95 Resub) 19-31-327-070 (Lot 26 Resub)
19-31-328-035 (Lot 45) 19-31-329-008 (Lot 94 Resub) 19-31-327-071 (Lot 25 Resub)
19-31-328-034 (Lot 45) 19-31-329-005 (Lot 63 Resub) 19-31-327-072 (Lot 24 Resub)
19-31-327-073 (Lot 23 Resub) 19-31-380-008 (Lot 85 Resub) 19-31-381-016 (Lot 115 Resub)
19-31-327-039 (Lot 99) 19-31-380-007 (Lot 84 Resub) 19-31-381-017 (Lot 115 Resub)
19-31-327-040 (Lot 99) 19-31-380-006 (Lot 83 Resub) 19-31-381-018 (Lot 114 Resub)
19-31-381-003 (Lot 128 Resub) 19-31-380-005 (Lot 82 Resub) 19-31-381-019 (Lot 112 Resub)
19-31-326-019 (Outlot 1 Resub) 19-31-380-004 (Lot 81 Resub) 19-31-381-020 (Lot 111 Resub)
19-31-326-020 (Outlot 2 Resub) 19-31-380-003 (Lot 105) 19-31-382-001 (Lot 105)
19-31-376-017 (Outlot 4 Resub) 19-31-381-004 (Lot 127 Resub) 19-31-382-002 (Lot 105)
19-31-380-019 (Outlot 5 Resub) 19-31-381-005 (Lot 126 Resub) 19-31-382-003 (Lot 105)
19-31-380-018 (Lot 80 Resub) 19-31-381-006 (Lot 125 Resub) 19-31-382-004 (Lot 105)
19-31-380-017 (Lot 79 Resub) 19-31-381-007 (Lot 124 Resub) 19-31-382-005 (Lot 105)
19-31-380-016 (Lot 78 Resub) 19-31-381-008 (Lot 123 Resub) 19-31-382-006 (Lot 105)
19-31-380-015 (Lot 77 Resub) 19-31-381-009 (Lot 122 Resub) 19-31-382-008 (Lot 105)
19-31-380-014 (Lot 76 Resub) 19-31-381-010 (Lot 121 Resub) 19-31-351-001 (Lot 106)
19-31-380-013 (Lot 75 Resub) 19-31-381-011 (Lot 120 Resub) 19-31-326-017 (Lot 102)
19-31-380-012 (Lot 72 Resub) 19-31-381-012 (Lot 119 Resub) 19-31-328-009 (Lot 101)
19-31-380-011 (Lot 73 Resub) 19-31-381-013 (Lot 118 Resub) 19-31-327-022 (Lot 100)
19-31-380-010 (Lot 74 Resub) 19-31-381-014 (Lot 117 Resub) 19-31-327-022 (Lot 100)
19-31-380-009 (Lot 86 Resub) 19-31-381-015 (Lot 116 Resub)

All interested persons affected by the proposed formation of the Village of Algonquin Special Service Area No. ____, including all persons owning taxable real property within the proposed special service area, will be given an opportunity to be heard regarding the proposed tax levy, the proposed formation of and the proposed boundaries of the proposed Special Service Area to encompass the Area.

The purpose of the formation of the Village of Algonquin Special Service Area No. ____ in general is to provide special services to the Area, including, but not limited to:

1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and

4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and
5. administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and/or maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a maximum rate of .8 percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $25,000 but shall not exceed the annual maximum rate of .8 percent of the assessed value, as equalized, of the taxable property within the Area.

At the public hearing, all interested persons, including all persons owning taxable real estate therein and electors, will be given an opportunity to be heard at the hearing regarding the proposed tax levy against the Area to finance the provision of the Special Services, the proposed creation of the Special Service Area, its boundaries and any other issues relating to the proposed Special Service Area. The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

Dated this ____ day of __________________, 2023.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

Special Service Area No. ___, Page 2
SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

APPROVED:

__________________________________________
Village President Debby Sosine

(SEAL)  
ATTEST: ____________________________
Village Clerk Fred Martin

Passed: ____________________________
Approved: ____________________________
Published: ____________________________

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CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the ___ day of ____________, 2023, the foregoing Ordinance entitled An Ordinance Proposing the Establishment of Special Service Area Number ___ in the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known Grand Reserve Subdivision, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2023-0-___, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the _____ day of _________________, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Algonquin, Illinois, this _____ day of ___________________, 2023.

__________________
Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)
AGENDA ITEM

MEETING TYPE: Committee of the Whole
MEETING DATE: June 13, 2023
SUBMITTED BY: Jason Shallcross, AICP
Patrick M Knapp, AICP
DEPARTMENT: Community Development
SUBJECT: Approval of an Ordinance Proposing the Establishment of a Special Service Area #9 for the Algonquin Road Subdivision

ACTION REQUESTED:

The Algonquin Road Subdivision, 2221 to 2241 East Algonquin Road, the “Area”, was approved by the Village Board on July 7, 2020, and construction will being shortly. This Area includes a Car Wash, Good Year, a future Fast Casual Restaurant, a private access drive off of Algonquin Road, and a stormwater management area that spans all three Lots. The Village requests that a dormant Special Service Area, or “SSA”, be established over this Area should the stormwater management area not be maintained.

PREVIOUS ACTIONS:

The Planned Development for the Algonquin Road Subdivision was approved by the Village Board on July 7, 2020, and reapproved on April 19, 2022.

DISCUSSION:

The SSA will cover the entirety of the Area and the special services related to the stormwater management area include:

- Maintenance, restoration, preservation, and replanting of vegetation in and around any of the detention or retention areas within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities.
- Maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, retention or detention area within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation in and upon such stormwater management, retention or detention area as deemed necessary and appropriate by the Corporate Authorities.
- Administrative, professionals’, engineers’, attorneys’, consultants’, and contractors’ fees incurred by the Village relative to the provision of any of the above-described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

The term of the proposed Special Service Area will be perpetual and the nature of the special services is for new construction and/or maintenance within the Area.
RECOMMENDATION:

Based on this information, staff recommends that the Village Board approve the Ordinance proposing the establishment of Special Service Area Number 9 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as the Algonquin Road Subdivision located at 2221 to 2241 East Algonquin Road. It is in the best interest of the public to create a Special Service Area to levy special taxes against the Area to finance special services, should they be required in the future.

ATTACHMENTS:

- Ordinance
- Algonquin Road Plat of Subdivision
ORDINANCE NO. 2023-0--

An Ordinance Proposing the Establishment of Special Service Area Number ___ Within the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known as the Algonquin Road Subdivision

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin (the “Village”), McHenry and Kane Counties, Illinois, a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., which provides the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s corporate authorities find that:

A. It is in the public interest that the creation of Special Service Area Number ___, for the purposes set forth herein, be considered for the real property legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF STATE ROUTE 62, THENCE SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 264.91 FEET FOR THE POINT OF BEGINNING, THEN CONTINUING SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 628.16 FEET; THENCE SOUTH 34 DEGREES 59 MINUTES 20 SECONDS WEST 527.59 FEET, THENCE NORTH 55 DEGREES 00 MINUTES 40 SECONDS WEST AND PARALLEL TO SAID CENTERLINE 626.16 FEET; THENCE NORTH 34 DEGREES 59 MINUTES 20 SECONDS EAST, 527.59 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, EXCEPT THE
The Area consists of Lots 1 through 3, inclusive, in the Algonquin Road Subdivision being a subdivision of that part of the Northeast Quarter of Section 2, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois as set forth in the Final Plat of Subdivision recorded as document no. 2021K056678 and Certificate of Correction recorded as document no. 2023K009665 with the Kane County Recorder’s Office.

The Area is located southeast of the intersection of Illinois Route 62 and Compton Drive in the Village of Algonquin, is commonly known as 2221-2241 East Algonquin Road, Algonquin, Illinois, and collectively consists of approximately 6.604 acres. The property identification numbers assigned to the Area are 03-02-200-050 (Lot 1), 03-02-200-051 (Lot 2) and 03-02-200-052 (Lot 3).

B. The Area is compact, contiguous and constitutes a separate and distinct development and subdivision within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. maintenance, restoration, preservation and replanting of vegetation in and around any of the detention or retention areas within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, retention or detention area within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation in and upon such stormwater management, retention or detention area as deemed necessary and appropriate by the Corporate Authorities; and

3. Administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above-described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractor(s) constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and maintenance within the Area.
If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on _______, the ______ day of _______, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. ___ of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax not to exceed the annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $2,400 but shall not exceed the annual rate of two percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING
ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER___
FOR THE ALGONQUIN ROAD SUBDIVISION
AND THE LEVY OF A SPECIAL TAX THEREFORE
IN THE VILLAGE OF ALGONQUIN

NOTICE IS HEREBY GIVEN that on _________, __________, 2023, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF STATE ROUTE 62, THENCE SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 264.91 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 628.16 FEET; THENCE SOUTH 34 DEGREES 59 MINUTES 20 SECONDS WEST 527.59 FEET, THENCE NORTH 55 DEGREES 00 MINUTES 40
SECONDS WEST AND PARALLEL TO SAID CENTERLINE 626.16 FEET; THENCE NORTH 34 DEGREES 59 MINUTES 20 SECONDS EAST, 527.59 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, EXCEPT THE AREA TAKEN FOR ROADWAY PER DOCUMENT 95K03172 RECORDED JUNE 5, 1995, IN KANE COUNTY, ILLINOIS (the “Area”).

The Area consists of Lots 1 through 3, inclusive, in the Algonquin Road Subdivision being a subdivision of that part of the Northeast Quarter of Section 2, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois as set forth in the Final Plat of Subdivision recorded as document no. 2021K056678 and Certificate of Correction recorded as document no. 2023K009665 with the Kane County Recorder’s Office.

The Area is located southeast of the intersection of Illinois Route 62 and Compton Drive in the Village of Algonquin, is commonly known as 2221-2241 East Algonquin Road, Algonquin, Illinois, and collectively consists of approximately 6.604 acres. The property identification numbers assigned to the Area are 03-02-200-050 (Lot 1), 03-02-200-051 (Lot 2) and 03-02-200-052 (Lot 3).

All persons affected by the proposed formation of the Village of Algonquin Special Service Area No. ____ will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the Special Service Area and the levy of taxes against the Area.

The purpose of the formation of the Village of Algonquin Special Service Area No. ____ in general is to provide special services to the Area, including, but not limited to:

1. maintenance, restoration, preservation and replanting of vegetation in and around any of the detention or retention areas within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, retention or detention area within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation in and upon such stormwater management, retention or detention area as deemed necessary and appropriate by the Corporate Authorities; and

3. Administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above-described special services as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractors constitute an acceptance of any personal property or real property within the Area by the Village.
The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a rate of two percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed $2,400 but shall not exceed the annual rate of two percent of the assessed value, as equalized, of the taxable property within the Area.

At the public hearing, all interested persons, including all persons owning taxable real estate therein and electors, will be given an opportunity to be heard at the hearing regarding the proposed tax levy against the Area to finance the provision of the Special Services, the proposed creation of the Special Service Area, its boundaries and any other issues relating to the proposed Special Service Area. The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

Dated this ____ day of ________________, 2023.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
**SECTION 7:** This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

______________________________
Village President Debby Sosine

(SEAL)

ATTEST: _______________________
Village Clerk Fred Martin

Passed: _______________________

Approved: ____________________

Published: ____________________
CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the ____ day of _________, 2023, the foregoing Ordinance entitled *An Ordinance Proposing the Establishment of Special Service Area Number ____ in the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known As Algonquin Road Subdivision*, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2023-0-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the ______ day of ________________, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Algonquin, Illinois, this ____ day of ______________________, 2023.

__________________________

Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)
AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: June 13, 2023

SUBMITTED BY: Jason C. Shallcross, AICP
Patrick M. Knapp, AICP

DEPARTMENT: Community Development Department

SUBJECT: Approval of a Special Use Permit for Outdoor Storage at 3031 Broadsmore Drive, Building 1 of NorthPoint

ACTION REQUESTED:

Nathaniel Hagedorn of NP BGO Algonquin Corporate Center LLC, the “Petitioner” is requesting Special Use approval for the outside storage of materials at the south end of Building 1, 3031 Broadmore Drive, at the NorthPoint Algonquin Corporate Campus. The materials that will be stored in the outdoor enclosure include A-frame pallets that will be picked up and dropped off during off-business hours, requiring external access.

The outdoor enclosure will be approximately 2,925 square feet and will be surrounded by an eight-foot (8’) privacy concrete decorative fence that will have a “Brown” or “Dark Brown” stone pattern, whichever most closely matches the primary structure.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for the Special Use Permit at the May 8, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval with a vote of 4-2, subject to staff’s recommended conditions. No public input was received for this case.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for outdoor storage at 3031 Broadmore Drive, Building 1 of the NorthPoint Algonquin Corporate Campus, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-11, subject to the following conditions, attachments, and final staff approval of all plans:

a. The Outside Storage Site Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023;
b. The enclosure fence and gates shall be eight feet (8’) tall and be constructed with Brown or Dark Brown Allegheny molded fence, whichever color most closely matches the color of the adjacent wall;

c. The Special Use Permit shall expire after six (6) consecutive months of abandonment or if there is a change in the type of materials stored;

d. Stored materials shall not be stacked above the height of the enclosure fence and no materials shall be stored outside of the enclosure;

e. The gates of the enclosure fence shall be kept closed at all times except for pick-ups and deliveries;

f. All activities involving the manufacturing, fabricating, assembly, disassembly, repairing, cleaning, servicing, and testing of materials, products, vehicles, and goods shall not be allowed in the enclosed area;

g. The outdoor storage of any pallets shall comply with Sections 315.7-315.7.7 of the International Fire Code.

ATTACHMENTS:

- Exhibit A. Outside Storage Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023
- Exhibit B. Alleghany Fence Product Specifications
- Exhibit C. Planning & Zoning Staff Report for Case No. PZ-2023-11
- Exhibit D. May 8, 2023, Planning & Zoning Commission Minutes
Allegheny®

Allegheny

Bufftech’s patented design of rotationally-molded fence allows realistic stone appearance and superior performance. Allegheny has excellent impact-resistance and creates an excellent sound barrier.

Panel Sizes: 6’ x 6’, 4’ x 8’
Heights: 4’ & 6’
Stackable: 8’ & 12’
Steel Reinforced Panels

*Black appears dark gray in color
4’x 8’ and 6’x6’ panels are stackable.
Features and Specifications

- Patented Rotationally-Molded Construction
- Panel sizes: 3' x 6', 6' x 6', 4' x 8'
- Heights: 3', 4' & 6'
- Stackable: 8' & 12'
- Durable in any temperature - stable in hot or cold extremes
- Solid privacy and security
- Virtually maintenance-free - never needs painting or staining nor will it warp, fade or crack.

- Features CertainTeed's exclusive WindZone™ performance which protects in high wind and hurricane conditions
- Excellent sound barrier. Blocks 98% of direct sound with a sound transmission class (STC) rating of 26
- Graffiti resistant - graffiti can be removed using a high-pressure washer
- Lifetime warranty with CertainTeed's 15 year ColorLast® warranty
- Made in the USA

Available Fence Configurations
4' x 8' and 6' x 6' panels are stackable

Available Colors

Beige  Black  Brown  Dark Brown  Desert  Gray

Exact representation of colors in printing is difficult. Please refer to actual color samples for accurate matching. Samples available upon request.

Allegheny Gates

- Gates come in 3', 4', 5', and 6' widths and may be double hung for 7', 8', 9', 10', 11', or 12' openings
- 1.5” x 1.5” galvanized Internal steel frame
- Gates include premium stainless steel hardware, self-closing hinges and pad lockable latch
Brief Summary of Request and Background
Nathaniel Hagedorn of NP BGO Algonquin Corporate Center LLC, the “Petitioner” is requesting a Special Use for the outside storage of materials at the south end of Building 1 at the NorthPoint Algonquin Corporate Campus.

Staff supports the Petitioner’s request as their proposed outdoor enclosure will be tall enough to conceal all materials stored inside and the enclosure will be constructed with high-quality materials that complement the primary building.

<table>
<thead>
<tr>
<th>Existing Zoning</th>
<th>Existing Land Use/Improvements</th>
<th>Surrounding Zoning</th>
<th>Land Use</th>
<th>Property Size</th>
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<tbody>
<tr>
<td>B-P Business Park</td>
<td>Industrial Building</td>
<td>North: B-2</td>
<td>Vacant</td>
<td>15.45 acres</td>
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<td></td>
<td></td>
<td>East: B-2</td>
<td>Retail</td>
<td></td>
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<td></td>
<td></td>
<td>South: F</td>
<td>Farming (Future Carpentersville Retail)</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>West: B-P</td>
<td>Undeveloped</td>
<td></td>
</tr>
</tbody>
</table>

Staff Recommendation Summary

Approve
Deny
Approve with Conditions
Discussion of Staff Recommendation

History
The NorthPoint Algonquin Corporate Campus, the “Subject Property”, was approved as a PUD, Planned Development, in April of 2022 as Ordinance 2022-O-18 “An Ordinance Approving The Final Planned Development And Final Plat Of 1st Resubdivision For Phase One Of The Northpoint Algonquin Corporate Campus (Northpoint)”. Construction began shortly after this approval and the first tenant, LX Hausys, will be moving into the south end of the first building.

Request
The Petitioner is requesting a Special Use Permit for an outdoor storage enclosure on the back (west side) of the building on the Subject Property, the “Request”. The Petitioner states that the outdoor enclosure is needed to accommodate the business operational requirements of their tenant. The materials that will be stored in the outdoor enclosure include pallets that will be picked up and dropped off during off-business hours which requires external access.

The outdoor enclosure will be approximately 2,925 square feet and will be surrounded by an eight-foot (8’) fence. The fence will not be visible from Randall Road due to the location behind the building and the site landscaping. The fence and gates will be constructed using two (2) four-foot (4’) stacked panels that are steel reinforced and molded to look like stone, which is a similar texture to some of the panels on the main building. The Staff is requesting that the Petitioner install the fence using the color “Brown” or “Dark Brown”, whichever most closely matches the adjacent wall.

Comprehensive Plan Designation
The Village’s Future Land Use Map designates the Subject Property as Municipal/Institutional. This Request will meet the requirements of the Future Land Use Map.

Next Steps
The Request by the Petitioner will go to the Committee of the Whole for discussion and advancement to the Village Board. If the Village Board approves the Request, the approving Ordinance will be recorded and the storage of outdoor materials will be permitted per the conditions of the Ordinance.

Since this Request is being approved as a Special Use Permit, the Permit will expire after six (6) consecutive months of abandonment. After the expiration or if there is any change to the types of materials stored, a new Special Use Permit will need to be established.

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 their recommendation to the Village Board on the petitioner’s request.

Staff Recommendation
Staff recommends approval of a Special Use Permit 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 approve a Special Use Permit for Outdoor storage at 3031 Broadsmore Drive, Building 1 of the NorthPoint Algonquin Corporate Campus, as outlined in the staff report for Case No. PZ-2023-11, subject to the following conditions:
   a. The Outside Storage Site Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023;
   b. The enclosure fence and gates shall be eight feet (8’) tall and be constructed with Brown or Dark Brown Allegheny molded fence, whichever color most closely matches the color of the adjacent wall;
   c. The Special Use Permit shall expire after six (6) consecutive months of abandonment or if there is a change in the type of materials stored;
   d. Stored materials shall not be stacked above the height of the enclosure fence and no materials shall be stored outside of the enclosure;
   e. The gates of the enclosure fence shall be kept closed at all times except for pick-ups and deliveries;
   f. All activities involving the manufacturing, fabricating, assembly, disassembly, repairing, cleaning, servicing, and testing of materials, products, vehicles, and goods shall not be allowed in the enclosed area;
   g. The outdoor storage of any pallets shall comply with Sections 315.7-315.7.7 of the International Fire Code.”

The Village Board’s decision is final for this case.

I concur:

Jason C. Shallcross, AICP
Director of Community Development

Attachments:
- Exhibit A Standards & Findings of Fact
- Exhibit B Outside Storage Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023
- Exhibit C Alleghany Fence Product Specifications
- Exhibit D Elevation Detail
Exhibit A – Standards & Findings of Fact

Planned Development Standards – Section 21.13.E of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following requirements:

a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;

b. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;

c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Applicant Response:

a. The proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;

b. Such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;

c. The proposed special 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.

Staff Response:
Staff supports the Petitioner’s request as their proposed outdoor enclosure will be tall enough to conceal any materials stored inside of the enclosure and the enclosure will be constructed with high-quality materials that complement the primary building. The enclosure will not be visible from Randall Road due to its location behind the building and will be required to follow all regulations outlined in the Zoning Code. This installation of the enclosure will not impact 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.
PLANNING AND ZONING COMMISSION MINUTES

MAY 8, 2023

Roll Call - Establish Quorum
Chair Patrician called the meeting to order at 7:00 pm.

Senior Planner Patrick Knapp called the roll to check attendance.
Six commissioners were present and could hear and be heard:
- Chair Patrician
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Members absent: Commissioner Kennealy

Staff Present: Senior Planner Patrick Knapp, and Attorney David Noland

Public Comment
Chair Patrician asked for public comments. No one from the public commented.

Approval of Minutes
Chair Patrician asked for approval of the April 10, 2023, Planning and Zoning Commission minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Rasek to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2023-02 - Consideration of a Request to Approve a Special Use Permit for the Outside Storage of Materials at Building 1 of the NorthPoint Algonquin Corporate Campus. 3031 Broadsmore Drive

Joe Garb or NorthPoint Development gave a presentation outlining the request for outside storage in the rear of 3031 Broadsmore Drive. Senior Planner Patrick Knapp then gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for a Special Use, subject to the conditions in the Staff Report.

Commissioner Szpekowski asked the Petitioner who the new tenant will be and what will they be doing. The Petition replied that the new tenant will be LX Housys and that they will be storing empty “A-frame” pallets in the outdoor storage area.

Commissioner Neuhalfen asked if a forklift would be involved in the moving of materials and if it would be parked outside. The Petitioner stated that a forklift would be involved, but that it would be stored inside the building and would enter and exit on the ramp.
Commissioner Sturznickel asked if the brick pattern on the fence is the same as the brick pattern on highway overpasses. The Petitioner responded that it is a similar pattern.

Commissioner Laipert asked Staff how the abandonment of the outdoor storage area is determined. Mr. Knapp replied that Staff would determine abandonment. The Petitioner also stated that the removal of the outdoor storage area is a condition of the lease and that the user would be required to remove the outdoor storage area if they ended their lease. The Commissioner also asked if all users in the building could use this outdoor storage area and the Petitioner stated that it would be only for the use of the tenant that is adjacent to the enclosure.

Chairman Patrician commented that he is concerned that the buildings are large enough to store materials inside and that approving this would set a precedent for allowing outdoor storage. The Chairman stated that his preference is that the materials be stored inside, especially because the rest of the building is vacant at this time.

Commissioner Rasek asked the Petitioner how much of the building is being taken up by the tenant. The Petitioner replied that it is roughly 1/3 of the building.

The Petitioner stated that he understands everyone’s concerns and that they are coming forward with a very nice enclosure that will match the building. Chairman Patrician asked if this is a dealbreaker for the Tenant and the Petitioner stated that it is a dealbreaker.

Commissioner Neuhalfen asked if it is an issue that the exit door will be blocked by the outdoor enclosure. The Petitioner stated that there will still be an emergency door in the enclosure and that there are still other exit doors in the rear of the building.

Chairman Patrician asked if the rear gate of the outdoor enclosure would be locked. The Petitioner stated that the gates could be locked.

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

There was no one in the audience to come forward.

Chair Patrician closed the Public Comment portion of the Public Hearing

A motion was made by Commissioner Rasek and seconded by Commissioner Sturznickel to approve the Amendment to the Trails of Woods Creek Planned Development. The motion was approved with a 4-2 vote. Chairman Patrician and Neuhalfen voted “No”.

**New/Old Business**

No new or old business was discussed.
Community Development Report
Staff provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

Adjournment
Chair Patrician asked for a motion to adjourn. A motion from Commissioner Szpekowski and seconded by Commissioner Laipert was made. The motion was approved on a 6-0 vote. The meeting was adjourned at 7:33 P.M.

Minutes signed by:

______________________________________________
Patrick Knapp, Senior Planner
MEETING TYPE: Committee of the Whole
MEETING DATE: June 13, 2023
SUBMITTED BY: Patrick M Knapp, AICP, Senior Planner
DEPARTMENT: Community Development
SUBJECT: Music in the Public Plaza for Bold American Fare

ACTION REQUESTED:

Greg Geigel, the owner of Bold American Fare, is seeking approval for a Public Event/Entertainment License to have live acoustic performers play music in the Public Plaza between Bold American Fare and Historic Village Hall. The events would occur throughout the Summer between the hours of noon and 9:30 pm.

RECOMMENDATION:

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- A minimum of notice of 2 weeks is required before each performance. Village Staff has the right to approve or deny each individual performance if the performance conflicts with other approved activities;
- This Public Event License expires on October 31, 2023;
- 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;
- No food or alcohol sales shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the event for consumption;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers’ instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- 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.
- 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
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: Bold Acoustic Show

Sponsoring Organization:
Name: First American Fare LLC
Contact Name: Greg Gergel
Address: 8 S Main
City, State, ZIP: Algonquin, IL 60102
Phone: Email:

Event Coordinator:
Name: Greg Gergel
Home Address:
City, State, ZIP:
Phone Email:

Event Information:
Describe the Nature of the Event: Live music in Park for Bold and Public

New Event □ Repeat Event □ If repeat, will anything be different this year? Random days throughout summer

Event Address: 8 S. Main

Date(s) and Time(s) of the Event: 12-9:30 pm

Rain Date(s), if applicable:

Set-Up Date/Time:

Maximum Number of Attendees/Participants Expected: Public Event

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):
Event Website: ________________________________

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: ________________________________________________________________________________________________

N/A

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 ☐

Alcohol is on Bond Property

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, DJ., amplified sound, etc.) Yes ☐ No ☐ If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: ________________________________________________________________

Acoustic Performers
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.): ☐

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): [Name]
On-site contact’s cell number: [Number]
On-site contact’s work number: [Number]
On-site contact’s home number: [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(e), 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]
Signature of Applicant

[Date]

Printed Name of Applicant

(8/2017)
Indemnification, Waiver and Release

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

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, “the Village Indemnities”) from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its 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 Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnities 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 Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnities or arising out of the issuance of a permit to Permittee/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: ____________________________

[Print] ____________________________

[Signature] ____________________________

Date: ____________________________
AGENDA ITEM

MEETING TYPE: Committee of the Whole
MEETING DATE: June 13, 2023
SUBMITTED BY: Patrick M Knapp, AICP, Senior Planner
DEPARTMENT: Community Development
SUBJECT: Music Outside of Whiskey and Wine

ACTIONS REQUESTED:

Greg Geigel, the owner of Whiskey and Wine, is seeking approval for a Public Event/Entertainment License to have live acoustic performers play music in the new creek walk patio immediately north of Whiskey and Wine. This area is still under construction but should be finished soon. The events would occur throughout the Summer between the hours of noon and 9:30 pm.

RECOMMENDATION:

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- This Public Event License cannot be issued until Public Works confirms that the area is safe to occupy;
- A minimum of notice of 2 weeks is required before each performance. Village Staff has the right to approve or deny each individual performance if the performance conflicts with other approved activities;
- This Public Event License expires on October 31, 2023;
- 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;
- No food or alcohol sales shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the event for consumption;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers’ instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- 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;
- 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
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: *Whiskey and Wine Acoustic Show*

Sponsoring Organization:
Name: Whiskey and Wine
Contact Name: Greg Geigel
Address: 103 S Main
City, State, ZIP: Algonquin, IL 60102
Phone: Email:

Event Coordinator:
Name: Greg Geigel
Home Address:
City, State, ZIP: Email:
Phone:

Event Information:
Describe the Nature of the Event: *Live music for Whiskey and Wine and Public*

New Event ☐ Repeat Event ☑ If repeat, will anything be different this year?
random days throughout summer

Event Address: 103 S Main

Date(s) and Time(s) of the Event: *12-9:30 pm*

Rain Date(s), if applicable:

Set-Up Date/Time:

Maximum Number of Attendees/Participants Expected: Public Event

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):
Event Website: ________________________________

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: ____________________________________________________________________________

N/A

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: __________________________________________________________

Acoustic Performers
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.):

\[ A \]

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): [Redacted]

- 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 720IllCS 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: [Redacted]

Printed Name of Applicant: [Redacted]

Date: 5/4/21

(8/2017)
Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/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 Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/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 Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/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: [Signature]

Date: 5/7/23
VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– MEMORANDUM –

DATE: June 7th, 2023

TO: Tim Schloneger, Village Manager

FROM: Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: 2023 Tru-Green Herbicide Management

Public Works requested updated pricing from our current contractor, Tru-Green for turf grass weed control herbicide and fertilizer applications at multiple sites around the Village of Algonquin for the 2023 growing season.

The Village of Algonquin has contracted with TruGreen for multiple years to conduct the annual herbicide and fertilizer applications to multiple sites, including our parks, municipal facilities, and selected portions of village owned right-of-way areas.

We recommend to approve the Tru-Green proposal titled “Village of Algonquin Turf Maintenance” for a total of $36,151.53. Public works has been very happy with the quality of work completed by Tru-Green in previous years and believe they deliver a quality product at the lowest possible price.

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 Village of Algonquin Turf Maintenance for the 2023 growing season to Tru-Green for $36,151.53.
Customer Information

BILL TO: 
VILLAGE OF ALGONQUIN
110 MEYER DR
ALGONQUIN, IL 60102
USA
Phone:

SERVICE LOCATION: 
VIL OF ALGONQUIN-PUBLIC WORKS
110 MEYER DR
ALGONQUIN, IL 60102
USA
Phone:

Detail of Charges

<table>
<thead>
<tr>
<th>Service Location</th>
<th>Line Item Description</th>
<th>Round #</th>
<th>Round Description</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIL OF ALGONQUIN-PUBLIC WORKS</td>
<td>Lawn Service</td>
<td>2</td>
<td>Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)</td>
<td>$31,529.75</td>
</tr>
<tr>
<td>VIL OF ALGONQUIN-PUBLIC WORKS</td>
<td>Lawn Service</td>
<td>5</td>
<td>Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)</td>
<td>$4,621.78</td>
</tr>
</tbody>
</table>

Subtotal: $36,151.53
Total Sales Tax Amount: $0.00
Grand Total: $36,151.53

Description:

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. Price Increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulations and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 10% per month (12% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of $25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney’s fees or other professional fees and court costs.
4. Check-processing policy ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) Additional termination provisions for landscape companies, property management companies, agents and other similar entities: to the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall remain in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event that property which is the subject of this Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Due to Incident. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to Tenants, Employees, Invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of any scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. Expose Malice. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No Assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends upon proper watering, moving and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant material, and miscellaneous external factors will impact response to treatment. Results for drought-to-consumer treatments will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of Program. This program consists of lawn care and turf care and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed of any modifications to this schedule.

15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the tagged pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. Authorization to provide Services. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, arising out of or relating to any contract, tort, statute, or otherwise ('Claim'), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ('AAA Rules'). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7878. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award, any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the cause entitled "Class Action Waiver.".

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ('Class Action'). The parties express/ waive any ability to maintain

19. Unenforceable. The preceding sentence shall not apply to the cause entitled "Class Action Waiver.".

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.
# Village of Algonquin Turf Maintenance S

## 2023 Proposal Sheet Revised 5.25.23

### Parks and Forestry Sites

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Landscape #</th>
<th>Spring Sq. Ft.</th>
<th>Fall Sq. Ft.</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algonquin Lakes Park</td>
<td>LS-146</td>
<td>$1,308.24</td>
<td>N/A</td>
<td>$1,308.24</td>
</tr>
<tr>
<td>Braewood Lift Station</td>
<td>LS-045</td>
<td>$360.24</td>
<td>N/A</td>
<td>$360.24</td>
</tr>
<tr>
<td>Broadsmore Park</td>
<td>LS-029</td>
<td>$608.30</td>
<td>N/A</td>
<td>$608.30</td>
</tr>
<tr>
<td>Bunker Hill Dr ROW/Openspace</td>
<td>LS-013</td>
<td>$385.52</td>
<td>N/A</td>
<td>$385.52</td>
</tr>
<tr>
<td>Compton Dr. ROW</td>
<td>LS-126</td>
<td>$244.90</td>
<td>N/A</td>
<td>$244.90</td>
</tr>
<tr>
<td>Cornish Park</td>
<td>LS-085</td>
<td>$331.80</td>
<td>N/A</td>
<td>$331.80</td>
</tr>
<tr>
<td>Gaslight Park</td>
<td>LS-070</td>
<td>$616.20</td>
<td>N/A</td>
<td>$616.20</td>
</tr>
<tr>
<td>Algonquin Lakes Open Space</td>
<td>LS-126</td>
<td>$1,006.46</td>
<td>N/A</td>
<td>$1,006.46</td>
</tr>
<tr>
<td>High Hill Park Upper</td>
<td>LS-049</td>
<td>$597.24</td>
<td>N/A</td>
<td>$597.24</td>
</tr>
<tr>
<td>High Hill Park Lowr</td>
<td>LS-126</td>
<td>$494.54</td>
<td>N/A</td>
<td>$494.54</td>
</tr>
<tr>
<td>Hill Climb Park</td>
<td>LS-078</td>
<td>$635.16</td>
<td>N/A</td>
<td>$635.16</td>
</tr>
<tr>
<td>Holder Field</td>
<td>LS-106</td>
<td>$845.30</td>
<td>N/A</td>
<td>$845.30</td>
</tr>
<tr>
<td>Jaycee Field</td>
<td>LS-064</td>
<td>$199.08</td>
<td>N/A</td>
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### Administration Sites

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<th>Site Name</th>
<th>Landscape #</th>
<th>Spring Sq. Ft.</th>
<th>Fall Sq. Ft.</th>
<th>Total Cost</th>
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### Public Works Campus
- **Cemetery**
  - LS-135: 359,704 $1,103.50 $1,103.50 $2,607.00
- **Ganek Municipal Center**
  - LS-052: 60,264 $218.04 $218.04 $436.08

**Total:**
- LS-081: 92,572 $334.96 $334.96 $669.92
- LS-105: 133,102 $481.90 N/A $481.90
- LS-025: 43,130 $156.42 N/A $156.42
- LS-107: 9,686 $86.00 N/A $86.00
- LS-072: 79,920 $212.05 N/A $212.05
- LS-062: 270,342 $979.60 N/A $979.60
- LS-058: 75,552 $273.34 N/A $273.34
- LS-059: 33,647 $186.00 N/A $186.00
- LS-036: 408,421 $1,480.46 N/A $1,480.46
- LS-084: 4,259 $61.00 N/A $61.00
- LS-056: 2,700 $51.78 N/A $51.78
- LS-057: 11,379 $95.00 N/A $95.00
- LS-024: 137,897 $499.28 N/A $499.28
- LS-054: 10,222 $92.00 N/A $92.00
- LS-071: 17,356 $121.00 N/A $121.00
- LS-112: 11,471 $95.00 N/A $95.00

**Street Division Sites**

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**IL Route 31 North Islands**

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**Total:**
- LS-060: 98612 $357.08 N/A $357.08
- LS-105: 80819 $293.88 N/A $293.88
- LS-052: 28786 $171.00 N/A $171.00
- LS-025: 15880 $112.00 N/A $112.00
- LS-057: 28772 $171.00 N/A $171.00
- LS-024: 50334 $183.00 N/A $183.00
- LS-054: 4442 $61.00 N/A $61.00
- LS-071: 5606 $66.00 N/A $66.00
- LS-112: 9572 $86.00 N/A $86.00
- LS-084: 11392 $95.00 N/A $95.00
- LS-056: 6452 $72.00 N/A $72.00
- LS-057: 1324 $56.00 N/A $56.00
- LS-024: 45885 $165.90 N/A $165.90
- LS-054: 6095 $72.00 N/A $72.00
- LS-071: 32357 $186.00 N/A $186.00
- LS-024: 23256 $150.00 N/A $150.00
- LS-056: 9743 $86.00 N/A $86.00
- LS-054: 9723 $86.00 N/A $86.00
- LS-071: 94656 $342.86 N/A $342.86
- LS-112: 8461 $83.00 N/A $83.00

**Total:**
- LS-060: 1,220,257 $7,823.55 $ - $7,823.55
## Utilities Division Sites

<table>
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**Season Total:**

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<th>Spring</th>
<th>Fall</th>
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<td>800 Square Barn Rd.</td>
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<tr>
<td>1620 RIVERWOOD DR</td>
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<tr>
<td>1430 RIVERWOOD DR</td>
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</tr>
<tr>
<td>2021 TAHOE PKWY</td>
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<tr>
<td>806 OCEOLA DR</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td>2001 Wynnfield Dr.</td>
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<td>3100 Woods Creek Ln.</td>
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</tr>
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<td>Rt62 &amp; Bi-Pass Intersection</td>
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2 S. Main St.
<table>
<thead>
<tr>
<th>110 Mitchard Way</th>
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<tbody>
<tr>
<td>990 Cary Rd</td>
</tr>
<tr>
<td>2200 Harnish Dr.</td>
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<table>
<thead>
<tr>
<th>1575 Arquilla</th>
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<tbody>
<tr>
<td>1050 Blue Ridge Pkwy</td>
</tr>
<tr>
<td>Islands W. of Randall Rd. to Dead End</td>
</tr>
<tr>
<td>101 Countryside Dr.</td>
</tr>
<tr>
<td>Both Sides from Rt 31 to Hansen Rd</td>
</tr>
<tr>
<td>Hanson Rd-Rt 62 to County Line Rd</td>
</tr>
<tr>
<td>Huntington Dr N &amp; Stonegate</td>
</tr>
<tr>
<td>115 Lake Dr. South</td>
</tr>
<tr>
<td>N. Side Sleepy Hollow to Wh. Chap.</td>
</tr>
<tr>
<td>C/O S. Harrison and Washington</td>
</tr>
<tr>
<td>Between 60 and 70 Oakleaf</td>
</tr>
<tr>
<td>225 S. to 305 Buckingham</td>
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<tr>
<td>Harnish Dr. S. to Broadmore Dr.</td>
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<tr>
<td>245 Stonegate Rd.</td>
</tr>
<tr>
<td>1210 Surrey Ln.</td>
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<tr>
<td>@ 18 Woodview Ln.</td>
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### IL ROUTE 31

<table>
<thead>
<tr>
<th>CARY &amp; N MAIN ST</th>
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<tbody>
<tr>
<td>RAILROAD ST &amp; MAIN ST</td>
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<tr>
<td>MAIN ST &amp; IL RT 31</td>
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<tr>
<td>HUNTINGTON DR &amp; LEGION DR</td>
</tr>
<tr>
<td>HARNISH DR &amp; EAGLE RIDGE LANE</td>
</tr>
<tr>
<td>402 PARKVIEW TER E</td>
</tr>
<tr>
<td>ACROSS FROM 1521 WYNNFIELD DR</td>
</tr>
<tr>
<td>NOTTING HILL RD &amp; WYNNFIELD DR</td>
</tr>
<tr>
<td>ACROSS FROM 1461 WHITE CHAPEL LN</td>
</tr>
<tr>
<td>2575 ALGONQUIN RD W</td>
</tr>
<tr>
<td>COUNTY LINE RD &amp; WEST OF RANDALL RD</td>
</tr>
<tr>
<td>2630 POND VIEW DR (WEST OF)</td>
</tr>
<tr>
<td>821 EINKE CT</td>
</tr>
<tr>
<td>860 EINKE &amp; EINKE BLVD &amp; HARNISH DR</td>
</tr>
<tr>
<td>2870 HARNISH DR</td>
</tr>
<tr>
<td>421 BROOKSIDE AVE</td>
</tr>
<tr>
<td>BTWN BUNKER HILL DR &amp; 280 FAIRWAY VIEW DR</td>
</tr>
<tr>
<td>BTWN 3740 BUNKER HILL &amp; FAIRWAY VIEW DR</td>
</tr>
<tr>
<td>3650 WINTERGREEN TER</td>
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<tr>
<td>Address</td>
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<td>---------</td>
</tr>
<tr>
<td>1091 Cary Rd.</td>
</tr>
<tr>
<td>2870 HARNISH DR</td>
</tr>
<tr>
<td>3045 ALGONQUIN RD W</td>
</tr>
<tr>
<td>901 SANDBLOOM RD</td>
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<tr>
<td>2100 SLEEPY HOLLOW RD</td>
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<tr>
<td>901 SQUARE BARN RD</td>
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<td>900 Wesley Ln.</td>
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<tr>
<td>740 Hansen Rd.</td>
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<td>2600 Bunker Hill Dr.</td>
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<tr>
<td>925 S. Main St.</td>
</tr>
<tr>
<td>1000 Souwanis Tr.</td>
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<tr>
<td>1461 Wynnfield Dr.</td>
</tr>
<tr>
<td>1000 Square Barn Rd.</td>
</tr>
<tr>
<td>125 Wilbrandt St.</td>
</tr>
</tbody>
</table>

**Signature:**

**Email:** laurasimkowski@trugreenmail.com
DATE:       June 16, 2023

TO:         Tim Schloneger, Village Manager
            Committee of the Whole

FROM:       Nadim Badran, Director of Public Works

SUBJECT:    Recommendation to Award a Contract for Lead Service Line
            Replacements to Hayes, Industries Inc.

In 2022, the Lead Service Line Replacement and Notification Act was enacted by the state
of Illinois. The legislation requires communities to catalog and inventory water service
line materials by 2024, and establish a plan for replacement of lead services by 2027. The
water service line is defined as the small diameter pipe that carries water from the Village
water main into the private property. The service line is owned by the Village from the
main to the parkway shutoff valve, and is privately owned from the shutoff valve in the
parkway into the home. The image below depicts typical ownership within the Village.

Past practice during Village projects has been to replace the Village’s portion of a service
line with copper, however, under the law, partial replacements are no longer permitted.
The Village has been aggressive in identifying and replacing lead service line materials over the last several years. There are about 11,800 active services in the Village, with only 564 remaining unidentified. Of the 11,800 services 36 are currently confirmed as lead and require full replacement. The ages of the remaining unknown services suggest that only about 164 of the “unknowns” will be lead, as homes constructed after 1986 banned lead during construction. The majority of the homes that currently have lead services are located in the downtown area. As the Village has been conducting work in this area, homes that have lead services have had their service line replaced to prevent opening up the new roads after paving has been completed. Over the last several years, the Village has replaced 91 services through a private contractor as construction occurred throughout an area. This work includes replacing the lead pipe from the water main into the home to the first shutoff valve. Service lines are replaced using the directional boring method to minimize the amount of restoration. Restoration inside the home includes patching around the entryway of the new copper pipe. This work is inspected by a certified plumbing inspector, and comes with a one-year warranty from the contractor.

With a low number of lead service lines remaining (approximately 200), the Village has an opportunity to lead by example to other communities in mitigating lead throughout the distribution system. The FYE 2024 budget includes $300,000 in the Water/Sewer Capital fund for replacement of approximately 30 lead services. Staff sought a proposal from Hayes Industries, Inc., which is the certified plumbing company that has completed the previous service replacements in the downtown area. Hayes understands the Village’s expectations for customer service and has performed exceptionally well in the past. They have provided a proposal for removal of 30 lead services in the amount of $265,554, for a unit cost of $8,851.80 per home. Based on research conducted by the Village, replacement costs range from $6,000 to $16,000 based on the location of the water main, installation method, restoration requirements, and the size of the service.

Based on previous positive experience with Hayes, favorable pricing, and the sensitive nature of working on private property, staff recommends awarding the contract to Hayes, Industries, Inc. Staff is recommending the contract be awarded in a not-to exceed total of $275,000 to provide an allowance for incidentals that may occur from working on private property. All service lines will be replaced with copper in a matching size to what is presently existing. Residents who refuse the service will be required to sign a waiver provided by the Illinois Department of Public Health, which will then remove them from the required replacement inventory for the Village.
May 18, 2023

Village of Algonquin

Attn: Jason Meyer

RE: Algonquin Lead Service Budget

Gentlemen:

We hereby propose to furnish all materials and perform all labor necessary for the replacement of Lead services. See breakout below.

2023 – 30 Houses @ $8,851.80 / House = $265,554.00

2024 – Estimated 170 Houses @ $9,736.98 / House = $1,655,286.60

Please see attached bid items.

PLEASE NOTE:

This job has been bid to “OSHA Specifications” for trenching and shoring with work to be installed at sub-grade elevations.

Additional Notes:

#1 2023 Price is figured to start after June 1st labor increase.

#2 Pricing is budgeted to Direction Drill houses and used 60’ as an estimated average for copper. Depending on coordination with residents will plan on drilling two houses a day.

#3 2024 Pricing is based on the estimate of 170 houses remaining after 2023 work is completed.
NOT INCLUDED IN THIS BID:
Premium time
Permit, Bonds or fees
Access or Street cleaning
Erosion control or inlet filter baskets
Surveying/Engineering
Landscaping, Irrigation or Restoration
Hauling of any concrete or asphalt
Saw cutting or removal of asphalt, concrete
Asphalt or concrete patch, grinding or resurfacing
Frost Breaking
Utility relocation, de-energizing or insulating
Video, cleaning, repair or replacement of existing sewers
CCDD LAW TESTING, CERTIFICATION OR FORM LPC-662 OR 663 completions.
Hard to handle or contaminated spoil sorting, handling or hauling
Off-Site Or On-site spoil relocation
Dewatering beyond a 2” pump or well pointing
Traffic control, barricades or road plates
Demolition or Underground obstruction removal
Sanitary or Water main testing of pipe or structures

This proposal becomes null and void if not accepted within 15 days of the above date or if material is not delivered within 30 days of acceptance of the proposal.

If you have any questions, please do not hesitate to call.

Sincerely,

HAYES INDUSTRIES, INC.

Logan Hayes
Cell: 847/276-5144
Email: lhayes@hayes-ind.com
Office: 847/289-9400 Ext. 323
DATE: June 13, 2023

TO: Tim Schloneger, Village Manager
    Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Recommendation to Authorize a Change Order to the Fairway View Drive Speed Hump Improvements

On March 21, 2023, a contract with Martam Construction was executed to construct a speed hump and pedestrian crossing on Fairway View Drive in the amount of 108,440. The cost of the speed hump is partially offset by a contribution of $70,225 from Pulte Homes. Since the execution of the contract, the construction commenced from May 3 through May 26, 2023.

The following extras were required to complete the work to Village standards during construction. The total added cost to the project is $21,865.00. A brief explanation is provided for each extra/overage and the cost summation can be seen on page 2.

- AUP#5: Relocate existing inlets to provide proper lane widths - $1,937.91
- AUP#4: Undercut unstable base, fill with stone and fabric - $3,279.20
- AUP#3: Extend sidewalk to meet proper slopes and ADA standards - $2,424.75
- AUP#6: Purchase and install Village approved detectable warning tiles - $1,472.00
- Additional pavement/curb removal and replacement to match joint at south limit of Terrace Hill Improvements - $12,751.14

Village staff met with Pulte Homes regarding the additional costs related to the inlet relocations, undercutting, and installation of geotechnical fabric and stone. Pulte has agreed to cover the overages for these items in the amount of $5,217.11. The Village will be responsible for covering the remaining overage of $16,647.89. The additional funds will be taken from the unused Street fund balance from the High Hill Subdivision Improvement project.

Therefore, the Public Works Department recommends that the Committee of the Whole consider the change order for Martam Construction and direct the Board of Trustees to approve a contract revision with an additional $21,865.00 officially. Staff appreciates the support of the Committee and Board on this project.
<table>
<thead>
<tr>
<th>Overage Description</th>
<th>CO Cost</th>
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<tbody>
<tr>
<td>AUP #5: Relocate existing inlets to provide proper lane widths</td>
<td>$1,937.91</td>
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<td>- Pulte item</td>
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<tr>
<td>AUP #4: Undercut unstable base, fill with stone and fabric</td>
<td>$3,279.20</td>
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<td>- Pulte item</td>
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<tr>
<td>AUP #3: Extend sidewalk to meet proper slopes and ADA standards</td>
<td>$2,424.75</td>
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<tr>
<td>AUP #6: Purchase and install Village approved detectable warning tiles</td>
<td>$1,472.00</td>
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<tr>
<td>Additional pavement/curb removal and replacement to match joint at south limit of Terrace Hill Improvements</td>
<td>$12,751.14</td>
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| **Total Change Order Amount** | **$21,865.00** |
### INSTALLATION OF CROSSWALK SPEED TABLE

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AUP #3 5" PCC SIDEWALK

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AUP #4 REMOVE & DISPOSE UNSUITABLE

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AUP #5 ADJUST EXISTING STORM SEWER

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AUP #6 PROVIDE & INSTALL DETECTABLE WARNING

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**TOTAL:** $130,305.00
DATE: June 13, 2023

TO: Tim Schloneger, Village Manager
    Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Phase III Supplement #2 for the Downtown Streetscape
         Roundabout, N Harrison Street, and Main Street Bike Trail Project

Attached, you will find the Phase III Engineering supplement for Christopher B. Burke Engineering (CBBEL) to complete construction oversight and closeout documentation per Illinois Department of Transportation (IDOT) requirements. This is the second supplement for Construction Oversight for this project. The first supplement covered the additional oversight during the utility conflicts and delays totaling 109 Working Days where the controlling item for the project could not be completed. However, work occurred during the 109-day delay that was unrelated to advancing the project schedule.

The utility delays extended the project's estimated completion from September 2, 2022, to May 5, 2023. As a result, oversight was required during this eight-month contract extension. The referenced oversight was not included in the first supplement from CBBEL. Based on monthly invoices and accounting records, CBBEL charged 656 hours for construction oversight of this project during the eight-month timeframe.

As discussed in the attached memo, CBBEL did not include the estimated oversight costs in the first supplement for this project which was presented to the Board in January of this year. Due to this omission and request for a second supplement, CBBEL has revised the requested overage to the Village in the amount of $52,800 or 320 hours. CBBEL has authorized this reduction to remain in good standing with the Village. While project closeout remains, staff assures the Committee that this is the final supplement for construction oversight on this project.

Therefore, the Public Works Department recommends that the Committee of the Whole consider the Phase III Supplement #2 and direct the Board of Trustees to approve a contract revision with an additional $52,800. Staff appreciates the support of the Committee and Board throughout all stages of this vital public improvement project.
June 6, 2023

TO:  Nadim Badran, Director of Public Works

FROM:  John Heinz, Senior Construction Manager

SUBJECT: Harrison Street - Main Street Streetscape / Roundabout Project  
(CBBEL Project No. 070273.C0148)

The above referenced project commenced on May 2, 2021. This was an IDOT let, partial Federal aid funded project that had 180 working days to complete with the projected completion date of September 2, 2022. The Village of Algonquin (Village) approved a Phase 3 Construction Engineering agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) on March 16, 2021. The agreement originally projected approximately 375 working days for 1-2 Resident Engineers (RE’s) for pre-construction services, construction oversight, coordination and documentation among other duties related to a Federal-IDOT funded project.

The project was not completed until May 5, 2023 approximately (8) eight months after the original projected completion date (September 2, 2022). Delays for utility conflicts and soil issues were calculated, and in January 2023, the Village approved a supplement to the contract for additional RE services to cover the costs of the utility delays.

At that time we should have projected what we calculated to be our time and cost to close the project out and add those projected costs to the supplement. However, we did not and that is the subject of this request. I take full responsibility for the oversight and apologize for this additional request.

The additional hours and request are due to the following:

- Contractor worked during (2) TWO winters. The project called for a winter shutdown from December 1 to April 30, however favorable conditions allowed the contractor to work for 82 days during the “shutdown” for the (2) two winters and our RE was present to observe and document their work.

The 82 winter working days compute to (82 x 8 hours x $165/hour = $108,240.00). We are requesting approximately 50% of this time or 40 days equating to app $52,800.

I apologize for my oversight on the original supplement and request consideration of this second request. There will be no further requests for CBBEL work on this project.

We thank you for your consideration.

N:\Algonquin\070273\070273.00148\Admin\M1.060623 Add'l Hours Request.docx
VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– MEMORANDUM –

DATE: June 13, 2023

TO: Tim Schloneger, Village Manager
    Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Recommendation to Authorize Crystal Creek Riverwalk Improvements and Harrison St Bridge Replacement – Change Order #17

Attached, you will find change order #17 for streambank restoration of the Riverwalk Improvement and the Harrison St Bridge Replacement project. This change order is beyond staff’s authority and requires review and approval from the Committee of the Whole and Village Board. The project is nearing completion, and the native seed planting restricts seed planting between June 15th and September 15th. Therefore, the north bank restoration and native planting have already occurred.

Final grading of the north bank of Crystal Creek between Main Street and Harrison Street occurred in November last year, which is outside of the native planting season. Cover crop (turf grass) and erosion control blanket were placed to stabilize the area over the winter. Staff considered leaving the turf grass in place in lieu of native seed. However, turf grass would not survive as this area is within the flood zone. Additionally, turf grass above the water level would need to be mowed. Access to this area is challenging, and the steep slopes are not conducive to mowing.

This spring, the bank was mowed and the blanket was removed. The soil was tilled/prepared, and the north bank was seeded with native seed, including the installation of a heavy-duty erosion control blanket. The contract with Burke, LLC. only includes north bank slope preparation and planting one time. This change order is to cover the additional work to the contract, including oversight of $13,703.23 per the attached memo.

Therefore, the Public Works Department recommends that the Committee of the Whole consider this change order and direct the Board of Trustees to approve payment in the amount of $13,703.23. Staff appreciates the support of the Committee and Board on this project for Algonquin’s historic downtown business district.
May 31, 2023

Village of Algonquin
Public Works Department
110 Meyer Drive
Algonquin, IL 60102

Attention: Nadim Badran, Public Works Director

Subject: Crystal Creek Riverwalk Improvements and Harrison St Bridge Replacement
Burke, LLC Project No. 010150.00165 – Change Order #17

Dear Mr. Badran:

The Village of Algonquin has requested Burke, LLC provide equipment, labor and materials to improve approximately 950 square yards of the north streambank landscaping along Crystal Creek between Main Street and Harrison Street. The work and associated costs are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>QTY</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mow Shoreline</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove and Dispose Previously Installed Blanket</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Till Existing Topsoil and Regrade</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install Mesic Prairie and Wet Mesic Prairie Seed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install H.D. Blanket</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>LS</td>
<td>1</td>
<td>$12,126.75</td>
<td>$12,126.75</td>
</tr>
<tr>
<td>CM Fee 8%</td>
<td></td>
<td></td>
<td></td>
<td>$970.14</td>
</tr>
<tr>
<td>General Conditions 5%</td>
<td></td>
<td></td>
<td></td>
<td>$606.34</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$13,703.23</td>
</tr>
</tbody>
</table>

The cost of this additional work was not included in the original scope of work used to determine the GMP. Burke, LLC requests that an increase be made to the GMP of $13,703.23.

If you have any questions, please feel free to contact me.

Sincerely,

Orion Galey, PE
Principal

Owner’s Acceptance By: ___________________________ Date: _______________
DATE: June 9, 2023

TO: Tim Schloneger, Village Manager
    Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Sandbloom Road Tree Removal

Attached is a proposal from Central Tree, for the removal of trees along the west side of Sandbloom Road, from Souwanas Trail south to the Village limits.

This work needs to be performed along Sandbloom Road to reestablish the utility easement, as well as improve site visibility. This will allow us to maintain/mow the easement, and will also improve the visibility for the two intersections leaving Riverwoods Subdivision.

Based on this experience, the Village would like to use Central Tree for this project. As they have provided an excellent product, excellent service, and have been very reliable.

The General Services budgeted $40,000.00 for this work. Central Trees bid $32,800.00 for this work.

I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for $32,800.00 to Central Tree out of Pingree Grove, Illinois.
PROPOSAL/CONTRACT

June 8th, 2023

Email: BradleyAndresen@algonquin.org
Phone: 515-460-7269

TO: Brad Andresen
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

RE: SANDBLOOM ROAD TREE CLEARING

- Clear all trees and brush within village right of way along the West side of Sandbloom Road from Algonquin Road going South until Residential Lots Stop as shown on maps provided.
- Chip all trees and haul away wood chips from tree chipper.
- Haul away all logs off site.
- Grind all stumps (4”) four inch in diameter and greater below grade, unless inaccessible or in contact with an obstruction such as concrete, metal, rocks, garbage, fence, ect.
- Stump grindings and mower shavings to remain and leveled out to fill in stump holes and fix any ruts from trucks and equipment to allow for village to install grass seed.
- Price includes Signage and flaggers for roadway to control traffic.
- Any additional special insurance endorsements or permit costs are not included in price.

TOTAL PRICE = $ 32,800.00

Bid amounts include all labor, operation and equipment costs to perform the work.
For acceptance of this proposal, please sign below and initial “Terms and Conditions” page attached to this Proposal/Contract.

We appreciate the opportunity to submit our proposal to you and your company. If you have any questions regarding this proposal please do not hesitate to contact me anytime.

Sincerely,

Matt D’Amico
Central Tree

Signature of Acceptance by Client
TERMS AND CONDITIONS

PERFORMANCE OF CENTRAL TREE
Work crews shall arrive at the job site unannounced unless otherwise noted herein. Central Tree shall attempt to meet all performance dates or deadlines, but will not be held liable for damages due to delays from inclement weather and/or other causes beyond our control. Central Tree is not liable for any damage to turf, grass, ground, sprinkler systems, buried wires/pipes and/or surrounding trees/plantings. All property lines, clearing limits, trees and/or worksites must be clearly marked by the owner or signed customer/contractor/client prior to equipment mobilization and crews arriving to jobsite. Central Tree is not responsible for mismarked, unmarked property lines or work areas.

Central Tree will mobilize equipment in good operating condition to the site to perform wood recycling services as outlined on contract. Piles must be cleared of foreign debris to avoid damage to the grinder. Should a foreign object go through the grinder and cause damage, the customer/signed client is responsible for any damage to the equipment during the grinding operation. Any repairs necessary to fix such damage or otherwise restore the equipment to good operating condition will be made at the customer’s expense, to include parts and labor. Customer/signed client agrees to pay for labor and replacement parts to put equipment back to the delivered condition. “Foreign object” is defined as any object not of natural wood, i.e; metal rebar, metal spikes, tools, metal fencing, metal posts and strapping, cabling, barbed wire, rocks, large rocks, concrete, steel plate and chains.

WORKMANSHIP
All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly.

LIABILITY / INSURANCE
Central Tree has complete insurance coverage that meets basic industry standards for all work being performed on site. All employees are covered and will maintain complete workers compensation coverage’s that meet basic industry standards at all times. Central Tree will also maintain general liability and automotive liability insurance at all times that meets basic industry standards. All subcontractors hired by Central Tree will also follow these same guidelines as stated above. Any special insurance endorsements or waivers of subrogation are not included in price of proposal unless otherwise noted herein. Any costs of additional insurance requirements above and beyond basic industry standards are the responsibility of the signed customer/contractor/client.

OWNERSHIP
The customer/contractor/client of Central Tree warrants that all trees, stumps, plant material and property upon which work is to be performed on are either owned by him/her or that permission for the work has been obtained from the owner. Central Tree is to be held harmless from all claims for damages resulting from the customer/contractor/client’s failure to obtain such permission. Central Tree will also not be held liable or responsible for any permits, fines, or other permissions that may need to be obtained by the state, county, city, town, owner or surrounding neighbors. Any permits required are not included in price of proposal unless otherwise noted herein and will be the responsibility of the signed customer/contractor/client.

TERMS OF PAYMENT
Invoices must be paid at time of completion. Invoices not paid within (30) thirty days are subject to a service charge of 1.5% per month on the unpaid balance for an amount equal to 18% per annual. Any additional work performed on site outside of signed contract, will be invoiced at $600/per hour with a one hour minimum charge, unless the work is pre-approved with corresponding signed documentation and change orders. Any collections/legal fees will be the responsibility of the signed customer/contractor/client.

CLIENT INITIALS: ____________      DATE:____________    CENTRAL TREE INITIALS:_________