

**Village of Algonquin
Committee of the Whole
September 16, 2025
7:45 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

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

1. Roll Call - Establish a Quorum

2. Public Comment - Audience Participation

(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)

3. Community Development

- A. Consider a Request to Issue A Special Use Permit to Allow a Live Entertainment Facility
- B. Consider the Bullseye Pub 40th High School Reunion Public Event on October 17, 2025

4. General Administration

- A. Consider an Agreement with Chicago Special Events Management for Festival Management Services
- B. Consider an Ordinance Amending the Village of Algonquin Annual Budget for Fiscal Year 2024-2025
- C. Consider a Second Amendment to the Rights-of-Way License Agreement with MCImetro Access Transmission Services

5. Public Works & Safety

- A. Consider a Resolution Waiving Competitive Bidding Requirements and Awarding a Contract to Weatherguard Roofing for Water Treatment Plant #3 Roof Replacement

6. Executive Session, if Required

7. Other Business

8. Adjournment



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 16, 2025
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Consideration of a Request to Issue a Special Use Permit to allow a Live Entertainment Facility at 113 South Main Street

ACTION REQUESTED:

David Conklin of SoundBite Tavern LLC, the “Petitioner”, submitted a Development Petition requesting issuance of a Special Use Permit to allow a Live Entertainment Facility at 113 South Main Street, the “Subject Property.”

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at the September 8, 2025, Planning and Zoning Commission Meeting.

During the public comment, two downtown business owners and an Algonquin resident expressed support for the use. One of the business owners expressed concern that the recommended live performance hours would reduce cross-business traffic by making performances begin during peak dinner hours. A letter in support for the Request was received by staff before the meeting and was read on the record.

After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended issuance of the Special Use Permit, as outlined in the staff report for case PZ-2025-09, and subject to staff’s recommended conditions, except that the hours for concerts and live performances listed in Condition E could conclude no later than 11:00 p.m. from Sunday to Wednesday, 11:30 p.m. on Thursday, and 12:00 a.m. on Friday and Saturday. These times are later than staff’s recommendation of 10:00 p.m. on weekdays (Sunday through Thursday) and 10:30 p.m. on weekends (Friday and Saturday).

DISCUSSION

The Subject Property is located within the Old Town Historic District and has previously operated under a Special Use Permit for a billiards facility, as well as a restaurant. While “Live

Entertainment Facility” is not explicitly listed as a use in the Zoning Ordinance, it is consistent with similar uses that require a Special Use Permit.

The Petitioner proposes to operate a music venue with a restaurant/bar, along with additional features including a recording/podcast booth and a private dining room. The proposed hours of operation are Monday and Tuesday from 4:00 p.m. to 11:00 p.m.; Wednesday, Thursday, and Sunday from 11:00 a.m. to 12:00 a.m. or 1:00 a.m.; and Friday and Saturday from 11:00 a.m. to 2:00 a.m. Proposed interior alterations include expanding the existing bar, constructing a platform/stage, and building a new storage room. The floor plan will be refined and finalized once a building permit is submitted and reviewed. Minor exterior alterations are also proposed and will need to meet applicable building codes and the Old Town standards required in the Village Code.**STAFF RECOMMENDATION:**

Note that the staff recommendation below has been modified from the Planning and Zoning Meeting recommendation to reflect the new performance conclusion times recommended by the Planning and Zoning Commission.

Staff finds that the standards for a Special Use Permit have been met and recommends the Committee of the Whole advance the request to the Village Board to approve the issuance of a Special Use Permit to allow a Live Entertainment Facility at 113 South Main Street, subject to the following conditions and final staff approval:

- a. The building shall meet all building codes, including, but not limited to, requirements for restrooms, ingress/egress, and fire suppression systems. At no time shall the occupant load of any space within the building exceed the maximum allowed per the building code. The owner/tenant shall not be open to the public or host private parties if the building is not in full compliance with the building code;
- b. Prior to the issuance of a Certificate of Occupancy, the owner/tenant shall submit a Crowd Management Plan subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary and close the business if the owner/tenant fails to follow the Crowd Management Plan. The Crowd Management Plan shall, at a minimum, include the following: private security at least one hour before a performance, during the entire duration of a performance, and after a performance until all attendees have left the property, an exit strategy for the crowds after a performance and in the event of an emergency, surveillance cameras covering the entrances, lounge(s), performance area, and rear parking area, and ability for the Police Department to access the surveillance camera footage;
- c. The owner/tenant shall comply with all local and state liquor license requirements. The owner shall not be open to the public or host private parties if they fail to comply with the liquor license requirements;
- d. The owner/tenant shall install soundproofing measures prior to occupancy, subject to review and approval by Village Staff and the Fire District. If excessive noise is reported in the future,

Village Staff reserves the right to reevaluate the effectiveness of existing soundproofing and require additional soundproofing measures or building modifications as necessary to ensure that noise does not negatively impact adjacent properties;

- e. Concerts and live performances shall conclude no later than 11:00 p.m. from Sunday to Wednesday, 11:30 p.m. on Thursday, and 12:00 a.m. on Friday and Saturday. The owner/tenant shall ensure that all performances adhere to these time restrictions to minimize impacts on surrounding properties;
- f. The venue and dining area shall not be used for banquets, as defined in the Algonquin Zoning Code;
- g. The owner/tenant shall obtain a building permit to restore or construct a new code-compliant trash enclosure. Said enclosure shall be constructed prior to occupancy;
- h. The owner/tenant shall obtain a building permit to stripe the parking lot. Striping shall be completed prior to occupancy;
- i. A reduction in the number of required parking spaces shall be permitted for this Special Use Permit. The cash-in-lieu of parking fee shall be waived.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2025-09
- Exhibit B. DRAFT September 8, 2025, Planning & Zoning Commission Minutes
- Exhibit C. Plat of Survey
- Exhibit D. Proposed Floor Plan

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

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner



CASE NUMBER:	PZ-2025-09
MEMO DATE:	September 5, 2025
PUBLIC HEARING DATE:	September 8, 2025
PROPERTY ADDRESS/LOCATION:	113 South Main Street
APPLICANT/ PROPERTY OWNER:	David Conklin, SoundBite Tavern LLC/ Algonquin-Main Partners LLC

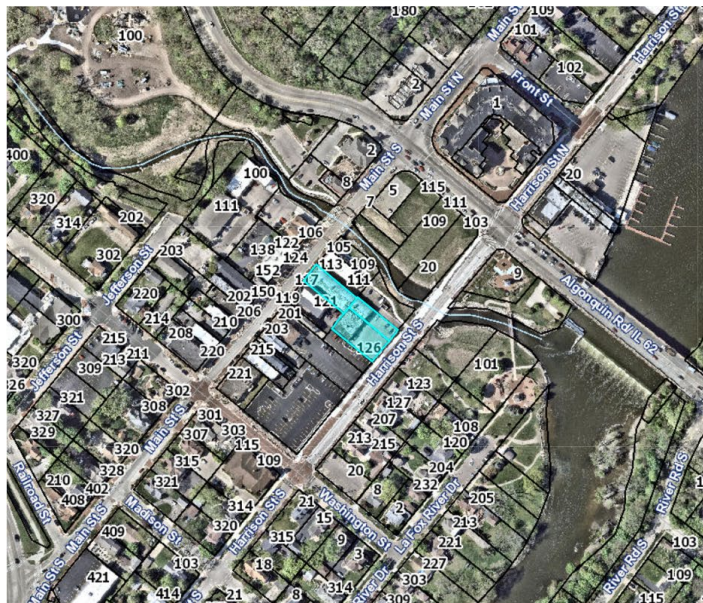
REQUEST SUMMARY

David Conklin of SoundBite Tavern LLC, the “Petitioner”, applied for issuance of a Special Use Permit for a Live Entertainment Facility at 113 South Main Street, referred to herein as the “Subject Property”.

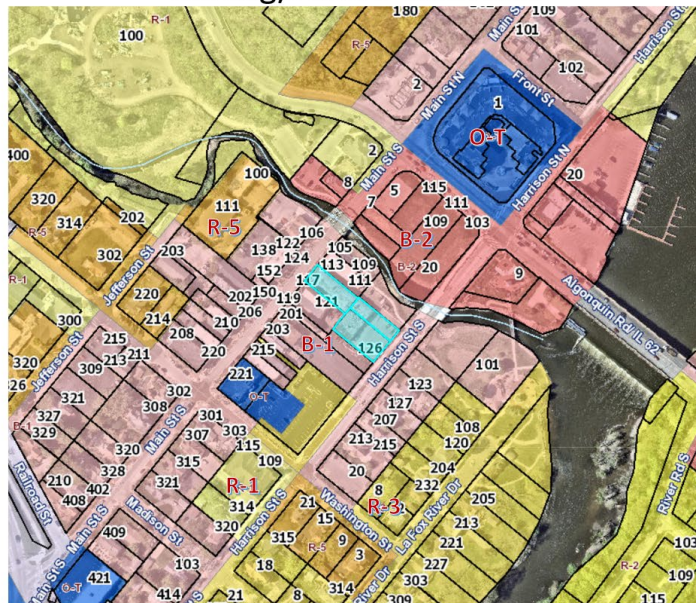
STAFF RECOMMENDATION

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

Location



Zoning/Future Land Use



Existing Zoning:	B-1 Business, Limited Retail	Existing Land Use:	Vacant Commercial Building
		Proposed Land Use:	Music Venue, Restaurant
Future Land Use Plan Designation:	Retail		
Surrounding Zoning & Land Use	North:	B-1 Business, Limited Retail – Food Establishment	
	East:	B-1 Business, Limited Retail – Park/Open Space	
	South:	B-1 Business, Limited Retail – 1 st Floor Commercial, 2 nd Floor Residential	
	West:	B-1 Business, Limited Retail – 1st Floor Commercial, 2 nd Floor Residential	

DISCUSSION OF STAFF RECOMMENDATION

Background

The Subject Property is located within the Old Town Historic District and consists of a single-story commercial building spanning three separate parcels. In 2002, a Special Use Permit for a billiards facility was granted under Ordinance 2002-O-31 (*An Ordinance Issuing A Special Use Permit For A Billiards Facility At 113 South Main Street, known as Main Street Billiards Cafe*). Since then, the billiards facility has ceased operations. Two restaurants have subsequently operated at this location, both of which have also closed. The property is currently vacant.

Request and Use of the Subject Property

The Petitioner seeks approval of a Special Use Permit for a Live Entertainment Facility at 113 South Main Street, to operate SoundBite Tavern. The proposed business will primarily function as a music venue with a restaurant/bar, as well as additional features including a recording/podcast booth and a private dining room.

The Petitioner plans minor interior alterations, including the expansion of one of the two existing bars, the installation of a raised platform to serve as a stage, and the construction of a new storage area. The music venue and restaurant will be separated by an existing wall, as depicted on the floor plan. While no exterior building alterations are currently proposed, restoration of the trash enclosure and parking lot striping will be required as part of the building permit process. Any future exterior alterations will be subject to the Old Town Preservation Code.

Similar to most properties within the Old Town Historic District, the Subject Property cannot accommodate the required number of on-site parking spaces. This use requires fifteen (15) parking spaces for every one thousand (1,000) square feet of floor area, which would be one hundred forty-three (143) spaces. The parking lot is over seven thousand (7,000) square feet in area and has previously accommodated sixteen (16) parking spaces and one (1) accessible parking space. Staff recommends a condition to allow a reduction in the number of required parking spaces due to the inability to expand the parking lot. In addition, there was a recent expansion of nearby public parking facilities.

To minimize potential impacts on adjacent properties, staff is recommending several conditions related to noise control, crowd management, public safety, and the permitted hours for live performances. Additionally, the building will be required to meet all applicable building code requirements before being allowed to operate.

Next Steps

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

STANDARDS & FINDINGS

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

STAFF RECOMMENDATION

Staff recommends approval of the issuance of a Special Use Permit authorizing a Live Entertainment Facility at 113 South Main Street, consistent with the findings of fact outlined in this report, and subject to the conditions

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

1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the issuance of a Special Use Permit authorizing a Live Entertainment Facility at 113 South Main Street, as outlined in the staff report for case PZ-2025-09 dated September 5, 2025, subject to the following conditions:
 - a. The building shall meet all building codes, including, but not limited to, requirements for restrooms, ingress/egress, and fire suppression systems. At no time shall the occupant load of any space within the building exceed the maximum allowed per the building code. The owner/tenant shall not be open to the public or host private parties if the building is not in full compliance with the building code;
 - b. Prior to the issuance of a Certificate of Occupancy, the owner/tenant shall submit a Crowd Management Plan subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary and close the business if the owner/tenant fails to follow the Crowd Management Plan. The Crowd Management Plan shall, at a minimum, include the following: private security at least one hour before a performance, during the entire duration of a performance, and after a performance until all attendees have left the property, an exit strategy for the crowds after a performance and in the event of an emergency, surveillance cameras covering the entrances, lounge(s), performance area, and rear parking area, and ability for the Police Department to access the surveillance camera footage;
 - c. The owner/tenant shall comply with all local and state liquor license requirements. The owner shall not be open to the public or host private parties if they fail to comply with the liquor license requirements;
 - d. The owner/tenant shall install soundproofing measures prior to occupancy, subject to review and approval by Village Staff and the Fire District. If excessive noise is reported in the future, Village Staff reserves the right to reevaluate the effectiveness of existing soundproofing and require additional soundproofing measures or building modifications as necessary to ensure that noise does not negatively impact adjacent properties;
 - e. Concerts and live performances shall conclude no later than 10:00 p.m. on weekdays (Sunday through Thursday) and 10:30 p.m. on weekends (Friday and Saturday). The owner/tenant shall ensure that all performances adhere to these time restrictions to minimize impacts on surrounding properties;
 - f. The venue and dining area shall not be used for banquets, as defined in the Algonquin Zoning Code;
 - g. The owner/tenant shall obtain a building permit to restore or construct a new code-compliant trash enclosure. Said enclosure shall be constructed prior to occupancy;

- h. The owner/tenant shall obtain a building permit to stripe the parking lot. Striping shall be completed prior to occupancy;
- i. A reduction in the number of required parking spaces shall be permitted for this Special Use Permit. The cash-in-lieu of parking fee shall be waived.

I concur:



Patrick M Knapp, AICP

Director of Community Development

Attachments:

- Exhibit A. Standards & Findings
- Exhibit B. Project Narrative
- Exhibit C. Plat of Survey
- Exhibit D. Floor Plan

Exhibit A: Standards & Findings of Fact

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

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

Petitioner Response:

1. SoundBite Tavern will provide a music venue and varied indoor entertainment such as pool table, air hockey, foosball etc. for all patrons to enjoy! This will enhance carried entertainment opportunities which currently do not exist in the Old Town district.
2. SoundBite will have varied musical genres enjoyable for all and provide a local outlet for talented musicians in the area. An artistic outlet that will add joy and entertainment.
3. SoundBite Tavern plans to comply with regulations and conditions agreed to.

Staff Response: With the recommended conditions, the use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. The operator will be required to obtain all necessary permits and licenses prior to opening to the public and is required to maintain a safe environment at all times.



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING AND ZONING COMMISSION MINUTES

SEPTEMBER 8, 2025

Roll Call - Establish Quorum

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

Director Patrick Knapp called the roll to check attendance.

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

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

Member absent: Commissioner Neuhalfen

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

Public Comment

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

Approval of Minutes

Chair Patrician asked for approval of the August 11, 2025, Planning and Zoning Commission minutes. A motion was made by Commissioner Bumbales and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2025-09 – Consideration of a Request to Issue A Special Use Permit to allow a Live Entertainment Facility

Planner Barajas confirmed that the Public Notice requirement was fulfilled.

David Conklin, the Petitioner, and Nicole Horn, the Petitioner's architect, gave a verbal presentation to the Planning & Zoning Commission and requested a positive recommendation.

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

Commissioner Bumbales inquired about the building's occupancy. Mr. Conklin responded that it is 200. Director Knapp clarified that this number is based on the current bathroom configuration. Commissioner Bumbales then asked about the size of the stage. Mr. Conklin responded that it would be 16 feet by 20 feet and could accommodate up to 6 people. Commissioner Bumbales asked staff who sets the standard for soundproofing. Director Knapp responded that Community Development staff would work with the Police Department to determine the decibel levels and that the Village Code does not explicitly list permitted decibel levels. Mr. Conklin added that he will work with staff and his sound contractor on soundproofing and that newer technology reduces the overall noise produced by the use.

Commissioner Szpekowski asked for clarification on the "Backstage" area. Mr. Conklin responded that this area intends to allow pedestrians to see the backstage area and the production process, and provide an additional opportunity for engagement. Ms. Horn then provided clarification on the purpose of the recording booth area.

Commissioner Rasek asked staff for clarification on the condition requiring private security for performances. Director Knapp responded that it is for every event. Commissioner Rasek expressed concern with requiring security for every event, since other businesses are not required to. Mr. Conklin added that some events do require security, but that he does not believe events like an open-mic night will require it. Commissioner Rasek asked for clarification on the banquet condition. Planner Barajas explained that the condition to prohibit banquets is specific to the dining and venue areas, and does not restrict the use of the private dining room. Commissioner Rasek expressed concern with the condition, stating that it may impact the success of the business. Commissioner Bumbales added that the condition to prohibit banquets clarifies that the building will not be used for that purpose. Director Knapp clarified that the conditions listed in the staff report are recommended by staff, but may be changed by the Commission.

Commissioner Laipert inquired about the seating options. Mr. Conklin explained that a variety of seating options will be provided throughout the building, including tables, high-tops, booths, and couches. Ms. Horn added that there will be standing room in the middle of the venue area, but that fixed seating will be available throughout. Commissioner Laipert then

asked about walking acts like magicians. Mr. Conklin responded that he would like to have that type of act, but does not have a plan in place yet. Commissioner Laipert commented that a variety of seating options will be needed. Ms. Horn explained that certain events may require flexible layouts and the temporary use of folding chairs.

Commissioner Sturznickel inquired about the menu. Mr. Conklin responded that the menu includes cost-conscious options, like burgers and sandwiches. Ms. Horn added that people typically dine before events, so the proposed business would offer this option or allow people to visit nearby restaurants. Commissioner Sturznickel then asked if there would be children's events. Mr. Conklin responded yes and added that he would like to offer educational games for children.

Chair Patrician inquired about the exterior of the building. Mr. Conklin explained that improvements include painting, signage, and front doors. Planner Barajas added that exterior changes are subject to the Old Town Preservation Code and signage is subject to Old Town Corridor sign regulations. Director Knapp added that color is not regulated. Chair Patrician then asked if the middle wall was see-through. Mr. Conklin responded that it is not, but patrons will be able to access both sides.

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

Tony Bellino, 214 Washington, stated that he is a downtown business owner and Algonquin resident. He expressed support for the use, stating that it was a needed use and would attract people downtown. He added that the hours recommended by staff would help the Police Department, but he does not believe there will be issues. He also expressed that security will be needed, even if it is just someone checking IDs at the door.

Jeff Harmon, 10211 Geringer Road, stated that he is an Algonquin resident and supports both the use and recommended hours. He expressed interest in seeing local artists hired at the location. Mr. Conklin stated that he is interested in offering other types of entertainment, such as plays.

Greg Geigel, 103 Main Street, stated that he owns multiple properties and businesses in Downtown Algonquin and supports the use. He expressed that the use is needed in Downtown Algonquin, as there are many restaurants in the area. He added that he agrees with Ms. Horn about the need for cross-business, but does not support banquets. He also expressed concern with redevelopment plans, noting that there are limited parking options in Downtown Algonquin. Chair Patrician asked Mr. Geigel about his thoughts on hours of operation. Mr. Geigel responded that he prefers later hours, as restaurants may be negatively impacted if people cannot dine before the show. Mr. Conklin added that the ideal time for a show to start is 7:30 p.m., which is after the dinner rush. He added that many attendees will carpool or use rideshare apps, lessening the impact on parking.

Randall Errington, 2120 Fieldcrest Drive, stated that he represents the property's ownership group and is familiar with the development process. He noted that nearby restaurants provide

banquet spaces and expressed that this business should also be allowed. He asked for clarification on the condition regarding hours and Director Knapp explained that it was for performances only. Mr. Errington stated that he agrees with the security condition for safety reasons. He then commented that new technology could address noise concerns. Ms. Horn also noted that noise is already buffered as the stage is located next to an exterior wall that does not abut a building, the middle wall and drop ceiling also help contain any noise, and that the speakers will face away from the front glass windows. Mr. Errington added that he agrees with Mr. Geigel's concerns about parking. Mr. Conklin then added that he also agrees with Mr. Geigel's comment regarding the performance hours.

Greg Geigel commented that he is not concerned with the possible noise impact on his building next door.

Attorney Walters read aloud a support letter from Carl Swanson, an Algonquin resident residing at 1901 North River Road. *The letter is attached to the end of the minutes.*

Chair Patrician stated that he is in favor of later performance hours. Commissioner Bumbales asked staff for clarification on the restriction. Director Knapp responded that Village staff, including the Police Department, expressed concern with the later hours. Commissioner Rasek inquired about band schedules. Mr. Conklin responded that performances typically begin at 7:30 p.m. and end between 11:30 p.m. and midnight. Commissioner Bumbales then asked what his ideal hours are. Mr. Conklin responded from 11:00 p.m. to 11:30 p.m. on weekdays and midnight on Friday and Saturday. Commissioner Szpekowski inquired about liquor license restrictions. Mr. Bellino stated that liquor cannot be served after 1:00 a.m. on weekdays and after 2:00 a.m. on weekends. Chair Patrician stated that the condition was based on staff concerns, not actual noise complaints from residents, and that the Commission can change staff's condition to extend the hours. Commissioner Rasek noted that the Crowd Management Plan may help address concerns in the future, if any.

Chair Patrician expressed a desire to discuss the banquet restriction. Director Knapp noted that the public notice did not include a request for a Special Use Permit for a banquet facility, and discussion of the use would require the Petitioner to renote. Attorney Walters confirmed that the banquet use should not be discussed or impact the decision on this request. Chair Patrician commented that the restriction feels like an opportunity loss. Ms. Horn asked if banquets could be considered in the future. Chair Patrician responded that they could apply in the future. Planner Barajas clarified that the banquet restriction only applied to the dining and venue areas shown on the floor plan and not to the private dining room, as this room is accessory to the principal use. Mr. Geigel stated that a banquet would negatively impact businesses and he would not support a Special Use Permit. Mr. Errington asked for the definition of a banquet and Director Knapp read the "Banquet and Event Facility" definition from the Zoning Ordinance. Attorney Walters provided further clarification regarding the banquet restriction on certain parts of the room. Chair Patrician inquired about the occupancy of the private room and Mr. Conklin responded that it could hold between 25 and 30 people. Director Knapp added that Ms. Horn is still working with the

Building Commissioner to finalize the occupancy numbers. Chair Patrician then commented that he liked that people could attend multiple businesses on one night.

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

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Sturznickel to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the issuance of a Special Use Permit authorizing a Live Entertainment Facility at 113 South Main Street, subject to the conditions as outlined in the staff report for case PZ-2025-09 dated September 5th, 2025, except that the hours for concerts and live performances listed in Condition E to could conclude no later than 11:00 p.m. from Sunday to Wednesday, 11:30 p.m. on Thursday, and 12:00 a.m. on Friday and Saturday.. The motion carried with a 6-0 vote.

New/Old Business

Community Development Report

Director Patrick Knapp 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 was made by Commissioner Rasek and seconded by Commissioner Szpekowski. The motion carried on a 6-0 vote. The meeting was adjourned at 8:40 P.M.

Minutes signed by:

Stephanie Barajas, Planner



2413 WEST ALGONQUIN ROAD
ALGONQUIN, ILLINOIS 60102

VOICE: (847) 836-6700
CALL FOR FAX

E-Mail: office@cjscpa.com

Incorporated as
CJS Commercial Property
Associates, Inc.

September 8, 2025

To: Patrick Knapp, Community Development Director and Members of
Planning and Development Commission

Regarding: 113 South Main Street

**LETTER IN SUPPORT OF SPECIAL USE PERMIT PETITION
#PZ-2025-09 FOR LIVE ENTERTAINMENT FACILITY**

I am writing this letter to the Planning and Zoning Commission to support the above referenced Petition. I feel I am uniquely qualified to provide informative facts and background of this property.

First of all, I have been an Illinois licensed Real Estate Broker for 50 years and a Commercial Real Estate Developer for over 40 of those years. I have developed numerous commercial real estate projects of greater than \$150 million in value and have a lifetime closed transactional value of over \$700 million. I have developed office buildings industrial buildings, industrial parks and a 150-unit hotel and restaurant (Des Plaines) I personally handled all planning, permitting and development in all my projects.

Secondly, I was friends with Rick Geschery, Randy Errington's tenant, Main Street Billiards. I have been a pool player since my early youth. I played pool in High School. College and in my adult years. Throughout the 10 years Main Street Billiards was open, I was an avid player; I managed a team called "The Good, the Bad and the Ugly" and we won every league season for 10 years. I was the leading point player (Best player) for all ten years.

The importance of this is my knowledge of the use of the parking for many events. The pool leagues had 80 players plus general attendance of at least 40 or more. There never was an issue of a lack of parking. Most attendees used the rear parking lot and the adjoining Harrison Avenue. Always plenty of parking. A few used Main Street.

There was a major pool tournament that attracted the top players from as far as Peoria, the entire Chicago area and southern Wisconsin. There were about 150 players. Many came to watch the action. I would estimate there were over 300 people at this event. There was no parking problem. No complaints. BTW, I finished third.

Thirdly, there are no downtown Algonquin businesses that have entertainment in the evenings. There is a special need for this type of business. After restaurant users are finished, there is no place to go to keep them in the area. A big loss of business for the downtown area. There are few places anywhere in the greater Algonquin, Crystal Lake area that have music and entertainment. There is a great demand for people to extend their evening in downtown Algonquin to enjoy live bands and entertainment. An evening venue to meet with friends. **THIS IS AN ESSENTIAL BUSINESS TO HAVE IN THE OLDTOWN DISTRICT. Please support this petition.**

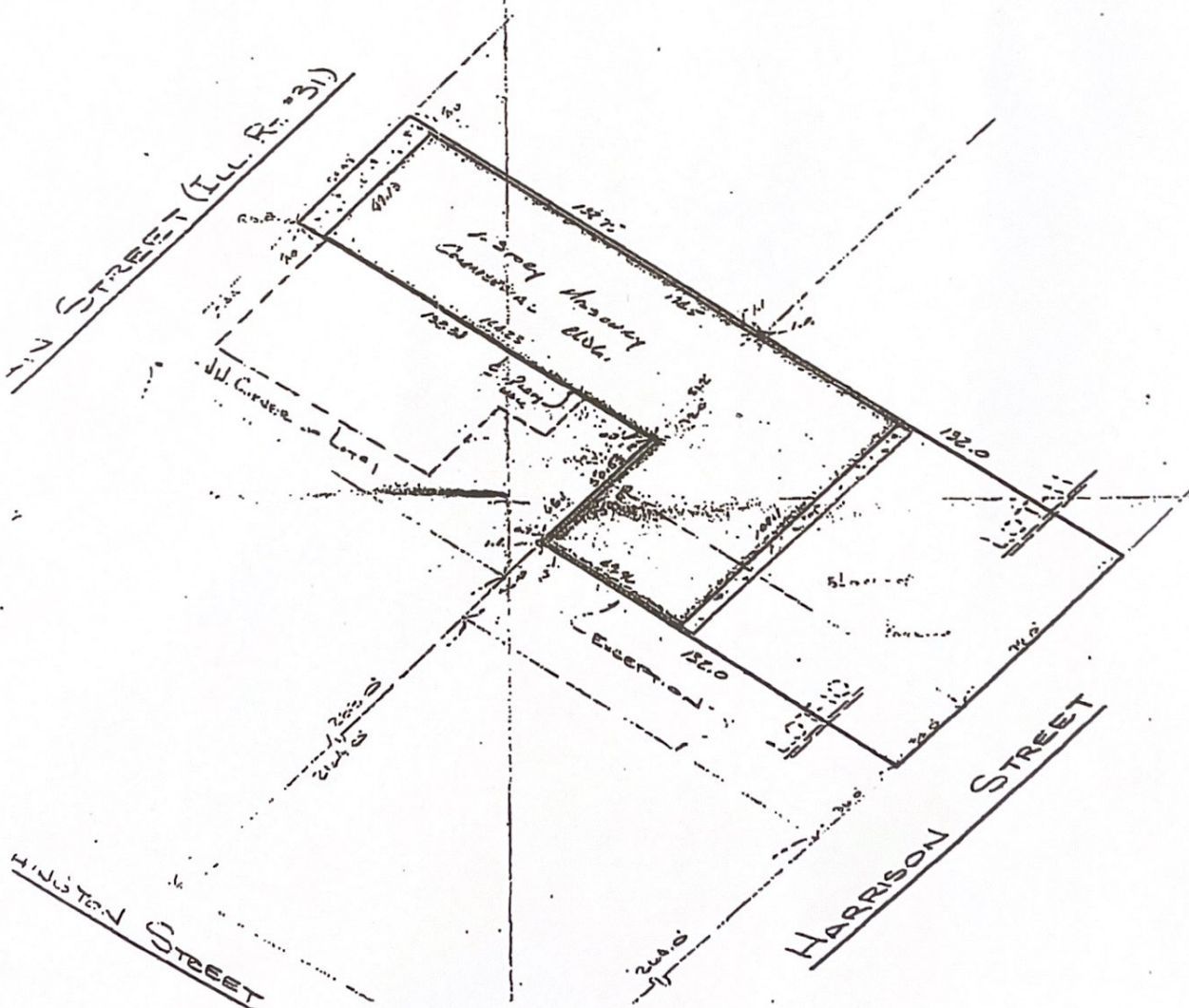
Thank you for your time and consideration.

Carl Swanson, President and Managing Broker
CJS Commercial Property Associates, Inc.
And Resident at 1901 N River Road, Algonquin

LIBRARY INSCRIBED AS:

TRACTS DESCRIBED AS:

1. of Lot 1 in Block 9 of Plumleigh's Addition to the Village of Algonquin, described as follows: Commencing at the Northwest corner of Lot 1 in Block 9 of aforesaid Plumleigh's Addition to Algonquin, thence Northeasterly along the Northwest line of Lot 1 in Block 9 of aforesaid Addition to Algonquin 67.44 feet to a point of beginning, thence Northeasterly 132.74 feet to a point, said point being 68.1 feet Northeast of the Southwest corner of Lot 1 in Block 9 of Plumleigh's Addition to the Village of Algonquin; thence Northeasterly 51.2 feet to a point being 7.73 feet Southeastery from the Northeasterly line of Lot 1 in Block 9 of aforesaid Addition to Algonquin, thence 75 feet Northeasterly to a point 51.47 feet Northeasterly of the point of beginning, thence Southwesterly 51.47 feet to the point of beginning, ALSO: Lot 10 (except the Southwest 36 feet thereof) and the Southwest 72 feet of Lot 11 in Block 9 of aforesaid Addition to Algonquin, a subdivision of part of the East Half of the Northeast 1/4 of Section 33 and part of the Northwest Fractional Quarter of Section 34, Township 43 North Range 8 East of the Tenth Principal Meridian, according to the plat thereof recorded March 24, 1860 in Book 28 of Deeds, page 40, in McHenry County, Illinois.



DUNDEE ENGINE 428-2929
1217 E 1-27-62 T - . . . f .

Exhibit 5



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 16, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Live Band on the Bullseye Pub & Eatery Outdoor Patio – Friday, October 17, 2025

ACTION REQUESTED:

Gardner Hjerpe, owner of Bullseye Pub and Eatery, is seeking approval of a Public Event/Entertainment License for a live band performance on Bullseye’s outdoor patio. The event will coincide with the 40th Class Reunion of Crystal Lake Central High School the following day.

DISCUSSION:

The live band will perform on Bullseye’s outdoor patio Friday, October 17, 2025, from 7 p.m. to 10 p.m. The band is not an official band and will consist of members from the class of 1985. There is expected to be 80 people present both inside and outside. Bullseye will not be closed to the public during the event.

RECOMMENDATION:

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend that the Committee of the Whole advance this matter to the Village Board for approval, subject to the following conditions:

- Public Event License Fees shall be paid prior to the event;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- Final site and circulation plans are subject to review and approval by Village Staff and the ALFPD;
- The band shall not perform past 10:00 p.m.;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.

ATTACHMENTS:

- Site Plan
- 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 60 days prior to the event.

Please type or print legibly.

Official Name of the Event: CRYSTAL LAKE CENTRAL HIGH SCHOOL 40th REUNION NIGHT BEFORE

Sponsoring Organization:

Name: BULLSEYE PUB+EATERY Contact Name: GARDNER HJERPE
Address: 119 S. MAIN ST
City, State, ZIP: ALGONQUIN, IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: GARDNER HJERPE
Home Address: _____
City, State, ZIP: _____
Phone: _____ Email: _____

Event Information:

Describe the Nature of the Event: THIS IS THE NIGHT BEFORE THE BIG 40th REUNION FOR
CLC HIGH SCHOOL. WE ARE LOOKING TO HAVE LIVE BAND PERFORM IN THE
ALLEY NEXT TO BULLSEYE PUB WITHIN THE PATIO AREA

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

Event Address: 119 S. MAIN ST. ALGONQUIN

Date(s) and Time(s) of the Event: FRIDAY 10/17/25 7-10pm

Rain Date(s), if applicable: _____

Set-Up Date/Time: DAY OF

Maximum Number of Attendees/Participants Expected: 80

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: _____

NO SECURITY NEEDED. BARTENDERS AND MANAGER WILL
BE MONITORING AND CHECKING ID'S.

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

Will there be a need for road closures? Yes _____ No X If Yes, please explain: _____

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

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

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

THE PUB + WITHIN THE ALLEY - NOT ON THE STREET

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

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

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes X No _____

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

LOCAL BAND (MEMBERS IN THE GRADUATING CLASS OF '85)

NOT OFFICIALLY A BAND - JUST GUYS PLAYING FOR FUN.

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

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

Name of on-site contact during the event (please print): GARONER HJERPE + STACEY HJERPE
On-site contact's cell number: _____
On-site contact's work number: _____
On-site contact's home number: _____

Affidavit of Applicant:

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

Signature of Applicant

9/5/2025
Date

STACEY A HJERPE
Printed Name of Applicant

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 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 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:

STACEY HJERPE BULLSEY PUB & RESTAURANT

Circle all
that apply:

☒ Applicant ☐ Sponsor ☐ Organizer ☐ Promoter

By:

STACEY HJERPE

[Print]

[Signature]

Date:

9/05/2025



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: September 10, 2025

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: *Special Events Management Service Agreement*

Staff is presenting the attached agreement with Chicago Special Events Management (SEM) to provide event management and production services for a community festival in Algonquin. As directed at the August 19 Committee of the Whole meeting, staff engaged SEM to develop a professional management agreement for a Village-operated community festival, proposed to be held from July 30 to August 2, 2026, at Spella Park. SEM is an established event management firm with extensive experience producing large-scale community festivals throughout the region.

The agreement with SEM provides for the professional management of a community festival, with responsibilities including coordinating permits, vendors, sponsors, entertainment, and on-site event operations. Compensation consists of a \$17,500 management fee plus commissions on new sponsorships and vendor revenues secured by SEM. Payments are made in installments and tied to proof of progress, with a final portion withheld until after event reconciliation. The Village retains approval authority over all vendors, sponsors, and use of its name and logo.

The initial outlay is an unbudgeted expense for FY26, and any payments made in the current fiscal year will be addressed through a budget amendment. Additional costs that are scheduled to occur in FY27 will be incorporated into the Village's budget at that time. Sponsorships and operating income from the festival are expected to partially offset the initial cash outlays by the Village.

Recommendation

Staff recommends approval of a resolution authorizing an agreement with Chicago Special Events Management for event management and production service, subject to final review by the Village Attorney.

Letter of Agreement

Village of Algonquin

This Agreement (the "Agreement") is by and between the Village of Algonquin (hereinafter referred to as "Client") and Chicago Running and Special Events Management, d/b/a Special Events Management (hereinafter referred to as "SEM"), with offices at 2221 W. 43rd Street, Chicago, IL 60609, for the Client to retain the services of SEM to manage and produce the 2026 Algonquin Community Festival (hereinafter referred to as the "Event"), an Event owned by the Client and a proposed schedule of July 30th through August 2nd, 2026.

Witnesseth:

WHEREAS SEM manages events for not-for-profit and local business organizations; and

WHEREAS Client desires to obtain management, production, and administrative services from SEM as outlined within this agreement; and

WHEREAS, SEM has recognized expertise in managing and producing community festivals, securing entertainment, obtaining arts, crafts, food, and beverages vendors, soliciting, and securing corporate cash, in-kind and media sponsors; and

WHEREAS SEM is further recognized for the marketing of special events through advertising and media promotions; and

WHEREAS SEM will become a legally assigned agent for the Client as it relates to the services described within this agreement; and

NOW THEREFORE, in consideration of the mutual representations and provisions made herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Event Specifics.

Name of Event. Algonquin Community Festival (Or other Event Name to be mutually agreed upon).

Scheduled Date. The Event is scheduled pending permits and approval from the Village of Algonquin is July 30th through August 2nd, 2026.

Scheduled Time for General Public. The operating hours are as follows:

- A. Thursday, from 5 p.m. to 10:00 p.m. (carnival only)
- B. Friday, from 5 p.m. to 10:00 p.m.
- C. Saturday, from Noon to 10:00 p.m.
- D. Sunday from Noon to 8:00 p.m.

Location. Spella Park, 2610 Harnish Drive, Algonquin, Illinois

Section 2. Definitions.

As used herein, the following terms shall have the following meanings:

Festival. A community celebration that features live music, art, food, and activities that entertain the public.

Consulting & Management. The time spent pre-planning the Event and executing the management of the plan on the day of the Event. The use of resources and knowledge in the management of the Event.

Talent Purchasing. The method of soliciting entertainment for the purchase of providing a live performance.

Production Services. The execution of set up, providing goods and services during the hours of operations and take down of the Event site. Production services include but are not limited to beverage dispersal; collection of admission or donations; sound engineering; stage operations; technicians for lighting; carnival and fireworks coordination, sponsorship benefits execution; providing administrative and labor service to specific areas of the Event.

Artist. An entertainment group or individual who provides professional services in the act of live performance.

Sponsor. A person, firm or company that financially supports the Event through a monetary commitment while receiving advertising benefits. Sponsors include promotional media partners that have a monetary value that is established through the cost of advertising as concluded by the reasonable value of such advertising.

Event Planning. The method of creating a plan with details outlined to include but not limited to the following:

- A. Filing the necessary permit applications with the municipal agencies who grant permission to hold the Event within the designated area.
- B. Mutually creating a working budget that incorporates projected expenses for the operations of the Event.
- C. Establishing a division of responsibilities between the Client and SEM to determine each party's role and obligation in the Event process.
- D. Creating a mutual timeline of duties that need to be executed that need to be executed prior to and on the day of the Event.

Term. The term of this Agreement is set forth within this agreement and commences upon execution of this agreement. It concludes upon the event concluding, final payment, and execution of the provisions set forth within this agreement.

Section 3. Fees and Expenses.

Client agrees to pay SEM a \$17,500.00 Event management fee, plus 18% of any cash sponsorship secured by SEM, 10% commission for each participating vendor, an incentive bonus of 10% bonus for all income raised over expenses and for all reimbursable expenses agreed upon between the two parties and outlined within the Event budget. Any in-kind sponsors secured by SEM for the Event will be excluded from any commissions unless specific sponsor provides budget-relieving expenses. In-kind sponsors that provide budget-relieving expenses will be commissioned at a 10% rate after a reasonable value is determined between the Client and SEM. Payment for Management fees is outlined in Section 30.

Reimbursable Expenses. In addition to management fees invoiced to Client, Client shall reimburse SEM for all out-of-pocket expenses incurred by SEM on behalf of Client (collectively, the "Expenses"), including but not limited to permit fees, postage, photocopying, messenger services, goods and services, staff or labor, transportation services, portable restrooms, public relations activities and any other expenses mutually agreed upon and set forth into the Event working budget. SEM agrees not to incur any individual reimbursable expense on Client's behalf more than \$250 or 10% more than the budgeted amount without Client's prior approval. All expenses reimbursable to SEM shall be itemized and included in the invoices

sent from SEM to Client as outlined under Section 28.

Section 4. Sales Commissions.

In the event SEM secures a cash sponsor for the Event with the approval of the Client, the Client agrees to pay SEM an 18% commission. The sponsorship commission will be based off the gross amount of the sponsorship secured by SEM and contracted for the event. SEM is not entitled to any commissions secured directly by the Client.

Section 5. Scope of Services.

Pre-Planning.

SEM will assign an Event manager to your project who will become your daily point person. SEM shall work with the Client's appointed liaison to plan the Event, which shall include, but shall not be limited to, the following services: acquiring permits, creating an operating budget, identifying labor needs, preparing a time line and site plan, identifying transportation needs for equipment, volunteers and products, preparing an Event day agenda, securing goods and services and preparing an Event day operational plan.

A. Administrative.

Timeline: Upon the execution of this agreement, SEM shall create a working timeline for the Event. Client and SEM shall periodically review the timeline to confirm the progress of the Event's planning.

Permits: The parties will work together to prepare written request and permit applications to all the appropriate municipal agencies for approval to stage the Event.

Budget: The parties will jointly facilitate the creation of an Event budget. SEM will provide a complete financial accounting of its expenses for the Event for the services, labor, goods, and equipment provided by SEM to use at or in conjunction with the Event.

Consultation: The assigned SEM Event Manager and other managers with specialized experiences are available for consummation upon proper notification not less than 7 days to attend meetings to discuss the Event and or its needs.

Information Requests: SEM website will be used as an additional outlet for information regarding the details of the Event as outlined within this agreement.

B. Preparing a Site Plan.

SEM will formulate a site plan for the Event. The plan will include placement of all services and activities such as vendor spaces, information booths, portable washrooms and hand washing sinks, vendor parking (if any), gate entrances (if any), product areas, generators, entertainment locations, and other related services and activities mutually agreed upon.

C. Preparing an Event Day Agenda.

SEM will write a planning day of Event agenda for its personnel provided at the Event. The agenda will include a list of personnel responsibilities to include but not limited to vendor check-in and placement; entrance gate set-up; staffing and collection; product and equipment deliveries; and placements of goods and services and the operations of the Event.

D. Preparing a Security Plan

SEM will develop a written security plan, which will designate onsite security locations, time, and placement of each security officer, subject to the review and final approval of the Client's Police Chief or designee, whose authority shall be controlling on all matters of public safety, traffic management, and security staffing.

E. Hiring Entertainment

SEM, with the approval of the Client, shall hire entertainment for the Event. SEM shall work on behalf of Client as an authorized talent-purchasing agency. All entertainment secured by SEM will be on a net value and SEM will not be commissioned. Subject to Client's prior approval, SEM shall advance all entertainment, negotiate contracts and riders, oversee, and execute transportation needs, negotiate hotel and hospitality needs (if any), and manage the entertainer's performance.

Subject to Client's approval, SEM shall secure the necessary staging, lighting and sound required to execute production for performing artists. SEM shall hire stagehands to work the day of the Event.

F. Managing Professional Agencies

SEM shall oversee and manage other professional agencies hired for the Event to include but not be limited to creative design; public relations; security; the carnival company; the fireworks company; and any other service provider jointly agreed upon between the parties, hired and implemented into the Event based on the overall budget.

G. Vendor Coordination

SEM shall be responsible, subject to the Client's approval, for coordination of artists/vendors for the Event, as further described below.

In order to solicit artists/vendors to participate in the Event, SEM shall:

1. Place listings on vendor platform resources online.
2. Create a vendor application.
3. Answer and respond to calls of inquiry.
4. Post information on SEM's website.
5. Receive and process all vendor applications.
6. Coordinate the vendor review process with the Client.
7. Notify the selected vendors of acceptance and send exhibiting information.
8. Create a wait list of vendors to account for any cancellations.
9. Assign booth locations to accepted vendors.
10. Physically designate and number each booth location on the Event site.

H. Media Partnerships

SEM will use its relationships with broadcast media (radio) to formulate partnerships that will enhance both the promotion of the Event to the public as well as the appeal to the entertainer considering the date for performance.

I. Sponsors

SEM has relationship with corporate sponsors who become involved in Events for the purpose of promoting their products or services. These sponsors are not philanthropic but companies that receive Event benefits from participation of being on-site while interacting with the public.

Following the Event, SEM shall accumulate all sponsor requests, Event recaps and media affidavits to create a sponsor recap. SEM shall send the sponsor recap to primary Event sponsors within 90 days after the Event.

J. Event Coordination.

SEM will be responsible for the following coordination of the day of Event management and operations:

1. SEM shall select workers to serve as support personnel.
2. SEM, with the assistance of the Client, shall organize, allocate and instruct workers on-site during the Event.
3. SEM shall coordinate and supervise day of Event activities including but not limited to: Event set up, vendor check-in, vendor space assignment, clean up, traffic flow management, security, equipment placement to include but not limited to, generators, portable restrooms, dumpsters, garbage cans, wash sinks, communications and supply trailers for product and any other service which relates to the execution of the Event.
4. SEM shall provide on a requested basis on-site service for vendors including, but not limited to rental of tables, chairs, and tents as well as the purchasing and delivery of non-alcoholic beverages, equipment rental services and ice.
5. SEM shall oversee and manage the placement of all vendors including, but not limited to, artists, food, corporate sponsors, and beverage vendors.

Section 6. Permits.

SEM will file permit applications to hold the Event. Permits are subject to review by the grantor and any fees and deposits associated with such permits will be paid through the event budget.

Section 7. Rental Equipment and Services.

SEM will act on behalf of the Client as an agent when ordering goods and services from third party suppliers. SEM maintains insurance coverage with a \$2000 deductible, which covers all rental equipment used for all events operated by SEM personnel only. SEM will be responsible for the usage of this equipment unless the equipment is used directly by the Client, its employees, or volunteers. Equipment used by any of the Client's designated workers or volunteers remains the responsibility of the Client if loss or damage occurs during the usage of the rented or leased equipment.

SEM owns an array of equipment that is commonly used or needed for special events. Much of this equipment is specialized and unique. SEM will include this equipment to the Client on an as needed basis and mutually agreed upon amount which will be implemented into the budget. All specialized equipment owned or rented by SEM shall be operated exclusively by SEM staff or subcontractors. Village staff or volunteers shall not be required to use or be held responsible for SEM's equipment.

Section 8. Warehousing and Storage.

SEM will allow Client to ship materials and goods to its warehouse free of charge 30 days before the Event. This service provides for up to four kinds of materials. Skids are 4' x 4' areas which are restricted to four feet of height. SEM will hold such items and at Client's request will move those items to the Event site, as necessary. After the Event, SEM will hold any unused items for a period of 15 days while arranging for merchandise to be returned to the Client, its sponsors, or affiliates. Additional merchandise over four skids will be charged a weekly rate of \$15 per skid. If Client requests that SEM dispose of any such merchandise, SEM will charge Client a disposal fee of \$43.75 per five yards of waste being disposed by SEM. Long-term storage rates are available upon request and under a separate quote and agreement. All incoming deliveries of merchandise are subject to labor fees for loading and unloading of merchandise.

Section 9. Transportation Services.

SEM is available for limited pickups and deliveries on a scheduled basis. The cost of a pickup or delivery by SEM is \$200.00 for a two-hour minimum unless a larger vehicle needs to be rented. If a larger vehicle is needed and is rented, Client will cover such cost as an expense to its Event. If multiple pickup or deliveries are needed and more than two hours is incurred in the process, the additional charge will be \$40.00 per hour after the initial two hours.

Section 10. Employee Wages.

SEM hires temporary labor for employment to work within various capacities of the Event. Such temporary personnel shall be charged to Client as a reimbursable expense subject to Client's approval at the rates listed immediately below. SEM shall always be responsible for the management and performance of temporary personnel.

The rates listed below cover the cost of workmen's compensation insurance, general liability insurance, administrative expenses, federal, state, and local taxes.

Average wages are as follows:

General Labor:	\$32.00 per Hour
Cleaning Personnel:	\$31.00 per hour
Stage Managers:	\$35.00 per hour
Security Officers*:	\$42.00 per hour
Security Supervisor:	\$45.00 per hour

*Security personnel are licensed and insured

Section 11. Media.

SEM shall select a combination of newspaper, radio and/or television media that is purchased or traded through in-kind sponsorships to promote the Event. SEM retains selective rights to create, place and determine the amount of media used to promote the Event within the Client's guidelines as approved in writing and budgeted between the parties. All use of the Client's name, logos, or branding, and all promotional materials, advertisements, or media placements shall require the Client's prior approval before release.. Advertising where appropriate, will acknowledge SEM's name, service mark or logo as the management company of the Event.

Section 12. Website and Electronic Newsletter.

The Client will receive an Event listing on the SEM website and within its newsletter. This includes a landing webpage, provided in web format content, editing and updates. Within the web listing SEM will provide an Event description, directions to the Event site, list of corporate sponsors and links to the Client's page.

Section 13. Graphic Design

Graphic Design Services are included in the SEM Management fees. Graphic design may include but is not limited to creating a logo, developing marketing materials, creation of a sponsorship packet, formatting and sizing ads for magazines and newspapers, developing posters, flyers, postcards, creating billboards or website banners, developing specific sized banners and signage.

Section 14. Printing

Upon the Client's request SEM can quote the Client on printing needs for the Event. Small print orders may be printed inside at SEM for Flyers and Posters. If Client directs SEM to order print services, SEM will manage the print process from layout, proofing to actual print completion.

Section 15. Calendar Releases & Public Relations Expenses

Upon the Client's request SEM can provide a proven resource for Public Relations Services at an additional cost. On average this cost for a third-party provider is \$3,000.00.

Section 16. Event Signage.

The parties will mutually determine all signage that needs to be displayed at the Event including signage from corporate sponsors. All costs associated with the design and construction of banners for Client, or its respective partners or affiliates, shall be paid for by the Client. SEM is not responsible for any damage to signage that is part of normal usage for outdoor events which includes weather (wind, rain, or mud), participant, spectator or public abuse, theft, loss, or damage beyond the control of SEM.

Section 17. Insurance.

SEM shall, at its sole cost and expense, procure and maintain during the term of this Agreement, and shall require all subcontractors and vendors to procure and maintain, the following insurance coverage with companies authorized to do business in Illinois and rated A- or better by A.M. Best:

1. Commercial General Liability Insurance: Coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, including coverage for premises/operations, products/completed operations, personal and advertising injury, contractual liability, independent contractors, and broad form property damage.
2. Liquor Liability Insurance: If alcoholic beverages are sold, served, or distributed at the Event, SEM or its subcontractors/vendors shall maintain liquor liability coverage with limits of not less than \$1,000,000 per occurrence.
3. Automobile Liability Insurance: Coverage for all owned, leased, hired, or non-owned vehicles used in connection with the Event, with a combined single limit of not less than \$1,000,000 per accident.
4. Workers' Compensation and Employer's Liability Insurance: Workers' compensation insurance as required by Illinois law, and employer's liability insurance with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
5. Property/Off-Premises Insurance: Insurance covering client equipment, materials, and goods under SEM's care, custody, or control, with limits of not less than \$100,000 per occurrence.
6. Money Collection Insurance: Insurance covering theft or loss of funds under SEM's control, with limits of not less than \$50,000 per occurrence. This coverage shall apply only if SEM is responsible for handling collections on behalf of the Village.
7. Pyrotechnics/Fireworks Liability Insurance: If fireworks are included in the Event, the fireworks vendor shall maintain liability coverage with limits of not less than \$2,000,000 per occurrence and shall name the Village of Algonquin and SEM as additional insureds.

All required liability insurance policies shall name the Village of Algonquin, its officers, officials, employees, and agents as additional insureds on a primary and non-contributory basis. Certificates of insurance and copies of endorsements shall be provided to the Village no less than thirty (30) days prior to the Event.

SEM shall indemnify, defend, and hold harmless the Village of Algonquin, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to SEM's performance of this Agreement or the acts or omissions of SEM's employees, agents, or subcontractors. Nothing in this Agreement shall be construed as a waiver of the

defenses or immunities available to the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

Section 18. Further Assurance.

Each party to this Agreement, upon the request of any other party to this Agreement, will execute, acknowledge, and deliver such further documents or instruments and perform such further acts as may be necessary, desirable, or proper to conduct more effectively the purpose of this Agreement. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

Section 19. Relationships of the Parties.

The parties are acting herein as independent contractors. Nothing contained within this Agreement shall create or be construed as creating a partnership, joint venture, or employment relationship between the parties. SEM shall function as an independent contractor and may act as a limited agent of the Client solely for the purpose of executing pre-approved contracts for entertainment, vendors, equipment, and services that have been expressly authorized by the Client. SEM shall have no authority to bind the Client in any other manner, nor to make representations or commitments on behalf of the Client without the Client's prior approval. Any contracts, obligations, or commitments made by SEM without such prior approval shall be the sole responsibility of SEM. The Client shall be solely responsible for wages, benefits, and workers' compensation coverage for its own personnel participating in the Event. SEM shall be solely responsible for wages, benefits, and workers' compensation coverage for its personnel, subcontractors, and agents. Sales taxes, if any, shall be the responsibility of the Client for any goods or services sold on-site by the Client, and of SEM or its subcontractors for goods or services sold by SEM or its agents.

Section 20. Client Responsibilities.

Under this agreement each party has accepted certain responsibilities that are deemed necessary to the execution and success of the Event. As further determined Client maintains all rights and duties to perform as desired under this agreement. For the mutual understanding that both parties are aware of its duties for the purpose of this agreement the Client acknowledges the following responsibilities as part of this agreement. Therefore, Client will:

- A. Pay for all expenses of the Event as mutually agreed upon and jointly created as a working budget including in advance all required permit fees.
- B. Work with local municipal offices to secure permits and support the event.
- C. Notify SEM which services it will be using that are part of this agreement to avoid cost, confusion, or duplication of effort.
- D. Pay all on-line credit card fees (if applicable).
- E. Not duplicate any files of SEM that are construed as proprietary such as database mailing list.
- F. Notify SEM of any meetings that require attendance with 14-day notice.
- G. Notify SEM of any goods being shipped directly to SEM and the expected arrival date.
- H. Provide a copy of your not-for-profit status and a copy of your current business license if applicable.
- I. Provide timely payments for fees and expenses as mutually agreed upon and outlined in Section 30.

Section 21. Entire Agreement and Modification.

This Agreement, the entire agreement, between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed between the parties which enforcement of the amendment, revision, or termination is asserted. Any alleged amendment, revision, or termination, which is not so documented, shall not be effective until received by the other party.

Section 22. Applicable Law.

This Agreement shall be governed by and construed according to the laws of the State of Illinois. SEM agrees that the venue of any Cause of Action shall be in the 22nd Judicial Circuit, McHenry County, Illinois, and SEM consents to jurisdiction in that Court.

Section 23. Force Majeure.

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, pandemic, labor troubles, war, fire, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any similar reason beyond the reasonable control of such party, shall not be deemed a breach of this agreement. However, if the force majeure event continues to affect SEM's performance for more than ten (10) business days, Client may immediately terminate this Agreement. In the event of such termination SEM shall be entitled only to a pro-rated portion of its management fee based on work actually performed and documented by SEM prior to termination, not to exceed 50% of the total fee.

Section 24. Limited Scope of Engagement.

SEM's engagement with Client is limited to the items identified within this agreement. SEM has no other obligations to Client whatsoever. If client desires SEM's services in connection with the Event to include additional responsibilities including but not limited to equipment rentals, marketing or public relations services, other goods, and services not part of this agreement, said additional services, are subject to SEM's then applicable fees. SEM and Client agree that any such products or services and any other rights or obligations cannot be the subject of an oral agreement but must be outlined in written correspondence. The Client acknowledges that SEM provides other consulting services at separate charges under applicable SEM agreements and that SEM will be free to conduct business with others, including competitors of Client.

Section 25. Client Assistance.

Client acknowledges that SEM will rely on information, which Client provides to SEM, and Client warrants that it shall provide complete and accurate information to SEM concerning Client's business operations. Client shall supply SEM with any additional information, which SEM requires to complete its obligations in connection with the Event, on a timely basis. Client's failure to provide SEM with complete, accurate information or failure to provide SEM information on a timely basis will result in delays of the Event.

Section 26. Prevailing Party and Right to Legal Fees.

The "party ultimately prevailing" in any legal action under this agreement shall be reimbursed by the non-prevailing party, on demand, for all reasonable legal fees and costs incurred due to such action, including those related to appeals.

For clarity, the "party ultimately prevailing" is defined as the party awarded greater damages or other relief through a judicial determination by a court of last resort, or by a lower court whose final order has not been appealed within the allotted time.

Section 27. Binding Agreement.

This letter constitutes the complete, binding agreement between the parties concerning the matters it addresses and supersedes all previous negotiations, agreements, or representations, written or oral, between the parties in connection with the Event. In the event of any conflict between the terms and conditions of this letter and any other proposal, the terms of this letter agreement shall govern. The parties may amend this letter only through execution of a written instrument, which they both sign.

Section 28. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given if (i) delivered by hand with receipt acknowledged, (ii) sent by certified U.S. mail, return receipt requested, or (iii) sent by nationally recognized overnight courier. Email may be used for routine communications, but legal notices shall require one of the foregoing methods.

If to Client, as follows:

Village of Algonquin
Attn: Village Manager
2200 Harnish Drive
Algonquin, IL 60102

And (b) if to SEM, as follows:

Chicago Running and Special Events Management Inc
2221 W. 43rd Street
Chicago, Illinois, 60609
Attn. Hank Zemola

Section 29. Right to Renew.

The Client shall have the option to renew this Agreement for a subsequent term under similar or modified terms and conditions. Any renewal or extension of this Agreement shall be subject to the prior approval of the Client's Village Board through formal action.

The Client may exercise its option to renew by providing written notice to SEM no later than October 1, 2026, provided that such renewal has first been approved by the Village Board.

Section 30. Payments and Conditions.

Client agrees with the following:

1. SEM will be paid \$7,000.00 toward its management fee and \$3,000.00 toward initial Event expenses, a total of \$10,000.00 on or before October 20th, 2025.
2. SEM will be paid \$3,000.00 toward its management fee and \$20,000.00 toward Event deposit expenses, a total of \$23,000.00 on or before February 15th, 2026.
3. SEM will be paid \$3,000.00 toward its management fee and \$20,000.00 toward Event deposit expenses, a total of \$23,000.00 on or before May 15th, 2026.
4. SEM will be paid \$30,000.00 toward talent and fireworks deposits on or before July 1st, 2026.
5. SEM will use sponsorship and vending income as received to pay event expenses as needed.

6. Outstanding budgeted expenses, sales commissions (if applicable) and remaining management fees will be paid after final accounting and reviewed between the parties not later than forty-five (45) days after the Event.

All payments under this Section are expressly conditioned upon SEM providing the Client with reasonable documentation of progress toward completion of its obligations under this Agreement, including but not limited to evidence of executed vendor or sponsorship agreements, confirmation of entertainment bookings, or approved site and security plans, as applicable. The Client shall have the right to withhold or defer payment until such documentation is provided to its satisfaction. Final payment shall not be due until SEM has submitted a complete post-event accounting and proof of fulfillment of all contractual obligations.

This agreement does not constitute and will not be construed as constituting a partnership between SEM and Client. Neither party will have any right to obligate nor bind the other party in any manner whatsoever. This is an agreement between two separate parties. However, SEM will function as an agent on behalf of Client when ordering equipment, supplies, securing entertainment and ad space, providing food and services for the Event.

AGREED AND ACCEPTED on this _____ day of _____, 2025.

VILLAGE OF ALGONQUIN

By: _____, Title: _____

CHICAGO RUNNING AND SPECIAL EVENTS MANAGEMENT INC

By: _____, HENRY R. ZEMOLA, CEO



Village of Algonquin

General Services & Administration

– M E M O R A N D U M –

To: Tim Schloneger, Village Manager

From: Amanda Lichtenberger
Deputy Chief Financial Officer

Date: August 27, 2025

Re: Budget Amendment – Fiscal Year Ending April 30, 2025

Village department heads submitted requests to increase their budget for Fiscal Year Ending April 30, 2025, that require approval by the Village Board. Budget Ordinance No. 2024-O-13 created spending authority for Fiscal Year Ending April 30, 2025. Illinois statutes allow the Village Board to delete, add to, or change the budget by a vote of two-thirds of the corporate authorities then holding office.

Exhibit A summarizes the budget revisions to the various line items made during fiscal year ending April 30, 2025. Spending for these revisions has caused the original fund budgets to be exceeded. Budget amendments for these increases to budgeted expenditures are justified under Illinois statutes as follows: budget increases for expenditures may be made due to the use of Fund Balance (cash reserves) that existed at the beginning of the fiscal year. The preliminary change in fund balance (Expenditures over Revenues) in the General Fund indicates an increase of \$1,559,256 at April 30, 2025.

The amendment requires the two-thirds approval of the Village Board. A draft budget amendment ordinance with Exhibit A is also attached. The changes, which are shown on Exhibit A, are explained as follows:

General Fund:

General Services Administration had the following expenditure budget increase:

- *Office Furniture and Equipment* increased \$18,318 due to the unplanned replacement of the Finance Back Office desks.

The offset for this increase is in cash reserves from beginning fund balance.

The Police Department had the following expenditure budget increases:

- *Office Furniture and Equipment* increased \$50,000 due to the replacement of lockers and investigations desks after the water line break.
- *Capital Purchases* increased \$105,220 due to the purchase of safety barricades, this was approved with resolution 2025-R19.

The offset for this increase is in cash reserves from beginning fund balance and a carryover from the previous budget year.

The Public Works General Services Department had the following expenditure budget increases:

- *Materials* increased \$147,400 due to the reclassification of Motor Fuel Tax operating expenses from the MFT Fund to the General Fund for calendar year 2025.
- *Streets* increased \$10,000 due to the reclassification of Motor Fuel Tax operating expenses from the MFT Fund to the General Fund for calendar year 2025.
- *Street Lights* increased \$73,250 due to the reclassification of Motor Fuel Tax operating expenses from the MFT Fund to the General Fund for calendar year 2025.
- *Traffic Signals* increased \$8,901 due to the reclassification of Motor Fuel Tax operating expenses from the MFT Fund to the General Fund for calendar year 2025.
- *Capital Purchases* increased \$326,860 due to the purchase of a replacement vehicle 532 and 527 chassis using the vehicle replacement fund established with resolution 2023-R-17

The offset for this increase is in cash reserves from beginning fund balance and the use of restricted funds.

Cemetery Fund

The following expenditure budget increased:

- *Capital Improvements* increased \$197,761 due to the FY2026 Columbaria Gardens work being started in FY 2025.

The offset for these increases is in cash reserves from beginning fund balance.

Park Improvement Fund:

The following expenditure budget increased:

- *Tree Planting* increased a total of \$45,085 due to the timing of invoices and additional planting, all using restricted reforestation funds.

The offset for this increase is in cash reserves from restricted fund balance.

Natural Area Maintenance & Drainage Fund:

The following expenditure budgets increased:

- *Wetland Mitigation* increased \$1,850 due to the Towne Park wetland mitigation required project being completed with restricted funds.

The offset for these increases is the use of restricted fund balance.

Recommendation: Forward the draft ordinance with Exhibit A to the Village Board for consideration at the Committee of the Whole Board Meeting to amend the budget for Fiscal Year Ending April 30, 2025.

Village of Algonquin
Budget Amendments for the Year Ending 4/30/2025
Fund Balance Offset

Exhibit A
As of 4/30/25

General Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
01100100 43332	Office Furniture & Equipment	\$ 1,000	\$ 19,310	\$ 18,310
01200200 43332	Office Furniture & Equipment	\$ 800	\$ 50,800	\$ 50,000
01200200 45590	Capital Purchase	\$ 407,000	\$ 512,220	\$ 105,220
01500300 43309	Materials	\$ 22,100	\$ 169,500	\$ 147,400
01500300 44428	Maint - Streets	\$ -	\$ 10,000	\$ 10,000
01500300 44429	Maint - Street Lights	\$ -	\$ 73,250	\$ 73,250
01500300 44430	Maint - Traffic Signals	\$ 30,000	\$ 38,901	\$ 8,901
01500300 45590	Capital Purchase	\$ 456,000	\$ 782,860	\$ 326,860
		\$ 916,900	\$ 1,656,841	\$ 739,941

Cemetery Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
02400100 45593 C2401	Capital Improvements	\$ -	\$ 197,761	\$ 197,761
		\$ -	\$ 197,761	\$ 197,761

Park Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
06090300 44402	Maint - Tree Planting	\$ 100,000	\$ 145,085	\$ 45,085
		\$ 100,000	\$ 145,085	\$ 45,085

Natural Area & Drainage Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
26900300 44408	Maint - Wetland Mitigation	\$ 25,000	\$ 26,850	\$ 1,850
		\$ 25,000	\$ 26,850	\$ 1,850

Total - All Funds:

Revenues	\$ -
Expenditures	\$ 984,637

Recap of Revisions:

<u>Fund:</u>	<u>Revenues Increase/(Decrease)</u>	<u>Expenditures Increase/(Decrease)</u>
General	\$ -	\$ 739,941
	\$ -	\$ 197,761
Park Improvement	\$ -	\$ 45,085
Natural Area & Drainage	\$ -	\$ 1,850
Total	\$ -	\$ 984,637

ORDINANCE NO. 2025-O-

AN ORDINANCE AMENDING THE VILLAGE OF ALGONQUIN ANNUAL BUDGET FOR FISCAL YEAR 2024-2025

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

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane counties, Illinois, have adopted the budget form of financing by passing Ordinance 92-O-82, "An Ordinance Authorizing the Budget Process for Fiscal Years Beginning with the 1993-94 Fiscal Year and Amending the Algonquin Municipal Code," and subsequently passed Ordinance 2024-O-13 "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2024–2025"; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a vote of two-thirds of the corporate authorities then holding office, the annual budget "may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves;" and

WHEREAS, since the passage of Ordinance 2024-O-13 the President and Board of Trustees have found it necessary to amend Ordinance 2024-O-13.

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

SECTION 1: That Ordinance 2024-O-13, "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2024–2025," shall be amended as depicted in Exhibit A, attached hereto and made a part hereof.

SECTION 2: 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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

VOTING AYE:

VOTING NAY:

ABSTAIN:

ABSENT:

APPROVED:

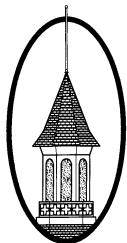
Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk

Passed:

Approved:

PUBLISHED IN PAMPHLET FORM:



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: September 11, 2025

TO: Tim Schloneger, Village Manager

FROM: Matthew Bajor, Assistant to the Village Manager

SUBJECT: Second Amendment to License Agreement | MCImetro Access
Transmission Services, LLC

The Village has received the Second Amendment to the License Agreement with MCImetro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services).

The Village entered into a license agreement in 2015 with WOW! Internet, Cable, and Phone to allow the installation, operation, and maintenance of fiber optic and coaxial facilities within Village rights-of-way. Verizon later acquired the system serving Algonquin and assumed the agreement. In 2020, a First Amendment was approved to formally recognize Verizon as the licensee, clarify its rights under the agreement, and preserve the donation of dark fiber strands that provide connectivity between three (3) Village facilities.

The Second Amendment makes the following updates:

- Extends the license term through December 15, 2030.
- Requires written notice at least six months before expiration for renewal.
- Updates contact information for the Licensee.

All other provisions of the original License Agreement and First Amendment remain in effect. A map of existing network routes is included in the attached exhibit.

Action Requested

At this time, staff requests that the Committee of the Whole forward the Second Amendment to the Village Board for consideration and approval.

Attachment (1)

- Second Amendment to License Agreement

CC: Michael Kumbera, Deputy Village Manager/Chief Financial Officer
Nadim Badran, Public Works Director
Clifton Ganek, Village Engineer

600 Hidden Ridge
ATTN: Franchise Manager
Irving, TX 75038
Phone: 972.457.7910
Mobile: 214.803.9393
bradley.duhe@verizon.com

J. Bradley Duhe
Senior Consultant – Municipal Franchising & Right of Way
Verizon Business

September 4, 2025

Mr. Matthew Bajor
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

VIA FedEx OVERNIGHT

RE: Signed Second Amendment to License Agreement – MCImetro (Village Res. 2020-R-48)

Dear Matthew,


Please find enclosed the original of the executed Second Amendment to the License Agreement for MCImetro Access Transmission Services LLC (formerly WOW network), with map exhibit.

Once the Village Board has approved, dated, and executed the agreement at its meeting, please forward a copy of the executed license agreement to me at the address above.

Should you require anything further, please do not hesitate to contact me directly at (214) 803-9393 or via email at Bradley.duhe@verizon.com.

Thank you.

Sincerely,



J. Bradley Duhe

Enclosures

Enclosures

Fed Ex Item#: 8841 0787 0033



**SECOND AMENDMENT TO LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY
BETWEEN MCIMETRO ACCESS TRANSMISSION SERVICES LLC, D/B/A VERIZON ACCESS
TRANSMISSION SERVICES AND THE VILLAGE OF ALGONQUIN**

This Second Amendment ("Amendment") to the License Agreement for the Use of Village Rights-of-Way is entered into by and between MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services, a Delaware corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Licensee") and the Village of Algonquin, an Illinois municipal corporation (hereinafter referred to as the "Village"), as of the ____ day of _____, 2025.

WITNESSETH:

WHEREAS, on or about December 15, 2015, the Village and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone ("WOW") entered into a certain License Agreement to install, construct, use, operate, own, and maintain fiber optic and coaxial lines within the Village's rights-of-way (the "Agreement");

WHEREAS, on December 14, 2017, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (the "Licensee") purchased from WOW a fiber-optic communications network serving portions of the greater Chicago market and thereby became the successor-in-interest to the Agreement with respect to the communications network serving the Village, as depicted in Exhibit A;

WHEREAS, the Village and the Licensee executed a First Amendment to the Agreement on October 6, 2020, to formally recognize MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services as the successor-in-interest to WOW, to amend the Agreement to reflect the Licensee's updated identity and contact information, to acknowledge the Licensee's assumption of ownership and operation of the communications network within the Village under the original Agreement, and to confirm the rights of the Licensee regarding exemption from Village fees under certain circumstances (the "First Amendment");

WHEREAS, the Village and the Licensee (each a "Party" and collectively the "Parties") now desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties agree as follows:

Section 1. Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Amendment as if fully set forth in this Section 1.

Section 2. Integration of the Amendment. The provisions of this Amendment shall be deemed by the Parties to be fully integrated into the Agreement. The Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Amendment. Should any provision of the Agreement conflict with any provision of this Amendment, the provisions of this Amendment shall control.

Terms capitalized in this Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement and the First Amendment. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Amendment and, to the extent such terms are also defined terms in the Agreement or the First Amendment, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Agreement. The term "Agreement" shall refer to the Agreement, as amended by the First Amendment and this Second Amendment.

Section 3. Amendment to Agreement Term. Section 4 of the Agreement shall be deleted and replaced with the following sentence:

Term. The License granted by the Village to Licensee shall be valid through December 15, 2030. This Agreement shall not automatically renew. Licensee shall provide written notice to the Village of its intent to renew or amend the License a minimum of six (6) months prior to the expiration of the Agreement."

Section 4. Notice. Notices to Licensee under Section 20 of the Agreement must be addressed as follows:

Licensee:

Verizon Business Services
Attn: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

With a copy (except for invoices)(which copy will not constitute notice) to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, N.W., 5th Floor
Washington, DC 20005

[SIGNATURE PAGE FOLLOWS]

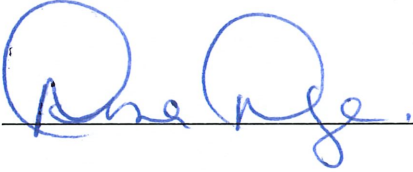
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Village of Algonquin, an Illinois Municipal Corporation

BY: _____
Debby Sosine, Village President

ATTEST: _____
Fred Martin, Clerk

MCIMETRO ACCESS TRANSMISSION SERVICES LLC,
d/b/a Verizon Access Transmission Services, a Delaware Limited Liability Company

BY:  _____

Name: Dina Dye
Title: Assoc. Director – Network Regulatory/Real Estate

EXHIBIT A

Maps of Proposed Network



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: September 10, 2025

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer
Mike Reif, Internal Services Supervisor

SUBJECT: *Water Treatment Plant #3 Replacement*

The existing roof at Water Treatment Plant #3, located at 1000 Square Barn Road, is original to the facility and has reached the end of its useful life. Replacement is necessary to ensure the building envelope is watertight and to protect critical treatment systems inside the plant.

The Village reviewed pricing for this project through multiple procurement avenues. A Job Order Contract price was identified through The Interlocal Purchasing System (TIPS) cooperative purchasing program for approximately \$185,000 (TIPS-USA Contract #210205-6981). In addition, staff solicited a direct proposal from Weatherguard Roofing, which provided a comprehensive scope including the complete tear-off and replacement of 7,800 square feet of roofing, the installation of polyiso insulation, EPDM membrane, flashing, and sheet metal work, for a total cost of \$175,000.

The Village budgeted \$220,000 for this work in the current fiscal year. The Weatherguard proposal is therefore within budget and provides approximately \$10,000 in savings compared to the competitively procured TIPS contract.

Recommendation

Staff recommends that the Village Board waive the formal competitive bidding requirements and award the contract to Weatherguard Roofing for \$175,000. This recommendation is based on the fact that the Weatherguard proposal provides the lowest pricing for the required scope of work, thereby serving the best financial interests of the Village.

C: Nadim Badran, Public Works Director

PROJECT: **Village of Algonquin Building @ 1000 Square Barn Rd**

August 6, 2025

ADDRESS: **1000 Square Barn Rd, Algonquin, IL**

Weatherguard Roofing agrees to furnish all labor and materials necessary to perform the specified scope as listed below.

EPDM MEMBRANE ROOFING (PROJECT SIZE - 7,800 SF)

- Tear off existing roof system down to existing deck and properly dispose of it.
- Install 2 layers of 2.6" polyiso insulation. (R-value 30)
- Adhere tapered insulation saddles between the scuppers.
- Adhere 60mil Black EPDM to the insulation.
- Flash in curbs, scuppers, pipes, and walls per the manufacture's details.
- Provide a 20-year manufacturer's warranty upon completion of the project.

SHEET METAL

We will fabricate and install the following from 24 ga. prefinished galvanized from Petersen's in standard colors only:

- 530lf of 24 ga. prefinished galvanized shop fabricated coping (not to exceed 24" stretch out) with continuous clip at front and roof sides. (Detail NONE)
- 25lf of 24 ga. prefinished galvanized shop fabricated coping (not to exceed 24" stretch out) with continuous clip at front and roof sides at roof divider. (Detail NONE)
- 45lf of 24 ga. prefinished galvanized shop fabricated 5" surface mounted counterflashing. (Detail NONE)

THE ABOVE ROOFING AND SHEET METAL WORK CAN BE COMPLETED FOR **\$175,000.00** (TAXES EXCLUDED)

OPTIONAL PRICING #1 – OVERLAY Option - Deduct from Base Bid \$72,000.00

This option is in lieu of a complete tear off. Vacuum off the gravel and leave existing roof in place. Remove existing wall flashings. Install a 1/2" Dens Deck Prime cover board over the existing roof system. Adhere 60mil black EPDM membrane to the new cover board. Flash in curbs, scuppers, pipes, and walls per the manufacture's details. Provide a 20-year manufacturer's warranty upon completion of the project. Same sheet metal scope for this option.

EXCLUSIONS & CLARIFICATIONS:

Proposal valid for 30 days. We are a member of Roofers Local #11 union and hold a State of IL Unlimited roofing license. All work to be performed in compliance with OSHA to assure a safe work place. Exclude carpentry (wood blocking), mechanical, masonry, painting, plumbing, and electrical unless noted in scope above. Exclude custom color sheet metal. Existing scuppers and downspouts to remain.

The signature below enters your company into a contract with Weatherguard Roofing to complete the above scope of work. You are agreeing proposed amount and to all payment requirements to complete the scope of work described on this proposal. Ordering of material and production of the work can not start until this proposal is signed or a contract is issued.

Sam Newman
Project Manager/Estimator
Mobile (847) 514 – 2170
sam@weatherguardroofing.net

X _____ Date: _____
Signature of an authorized representative from contracting company.
Company/Owner Name: _____