

COMMITTEE OF THE WHOLE
JUNE 13, 2023
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.

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

AGENDA

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



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>	June 13, 2023
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of a Special Service Area #6 for the Westview Crossing Subdivision

ACTION REQUESTED:

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

PREVIOUS ACTIONS:

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

DISCUSSION:

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

These special services include:

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

- Maintenance, restoration, repair, and replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities.
- Administrative, professionals', engineers', attorneys', consultants', and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

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

RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance
- Westview Crossing Plat of Subdivision

ORDINANCE NO. 2023-O-__

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

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

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

§ 6. Powers of Home Rule Units.

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

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

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

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

PARCEL 1:

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES 52 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE THEREOF 1409.93 FEET; THENCE NORTH 01 DEGREE 38 MINUTES 02 SECONDS EAST 627.36 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 52 MINUTES 40 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1371.38 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 53 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE 363.74 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 54 SECONDS

WEST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1343.68 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 43 SECONDS WEST 367.35 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS;

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

PARCEL 2:

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

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

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

Terrace Lakes Subdivision and east of the Cove Unit II subdivision and north of the Cove Unit III Resubdivision.

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

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

18-36-377-040 (Lot 1)	18-36-379-004 (Lot 40)	18-36-328-028 (Outlot C)
18-36-377-041 (Lot 2)	18-36-379-005 (Lot 41)	18-36-377-039 (Outlot A)
18-36-377-042 (Lot 3)	18-36-379-006 (Lot 42)	18-36-328-001 (Lot 80)
18-36-377-043 (Lot 4)	18-36-379-007 (Lot 43)	18-36-328-002 (Lot 81)
18-36-377-044 (Lot 5)	18-36-379-008 (Lot 44)	18-36-328-003 (Lot 82)
18-36-377-045 (Lot 6)	18-36-379-009 (Lot 45)	18-36-328-004 (Lot 83)
18-36-377-046 (Lot 7)	18-36-379-010 (Lot 46)	18-36-328-005 (Lot 84)
18-36-377-047 (Lot 8)	18-36-379-011 (Lot 47)	18-36-328-006 (Lot 85)
18-36-377-048 (Lot 9)	18-36-380-011 (Lot 48)	18-36-328-007 (Lot 86)
18-36-377-049 (Lot 10)	18-36-380-012 (Lot 49)	18-36-328-008 (Lot 87)
18-36-377-050 (Lot 11)	18-36-380-013 (Lot 50)	18-36-328-009 (Lot 88)
18-36-377-051 (Lot 12)	18-36-380-014 (Lot 51)	18-36-328-010 (Lot 89)
18-36-377-052 (Lot 13)	18-36-380-015 (Lot 52)	18-36-328-011 (Lot 90)
18-36-377-053 (Lot 14)	18-36-380-016 (Lot 53)	18-36-328-012 (Lot 91)
18-36-377-054 (Lot 15)	18-36-380-017 (Lot 54)	18-36-328-013 (Lot 92)
18-36-377-055 (Lot 16)	18-36-380-018 (Lot 55)	18-36-328-014 (Lot 93)
18-36-377-056 (Lot 17)	18-36-380-019 (Lot 56)	18-36-328-015 (Lot 94)
18-36-377-057 (Lot 18)	18-36-380-020 (Lot 57)	18-36-328-016 (Lot 95)
18-36-377-058 (Lot 19)	18-36-380-021 (Lot 58)	18-36-328-017 (Lot 96)
18-36-377-059 (Lot 20)	18-36-380-022 (Lot 59)	18-36-328-018 (Lot 97)
18-36-377-060 (Lot 21)	18-36-380-023 (Lot 60)	18-36-377-065 (Lot 98)
18-36-377-061 (Lot 22)	18-36-380-001 (Lot 61)	18-36-377-066 (Lot 99)
18-36-377-062 (Lot 23)	18-36-380-002 (Lot 62)	18-36-377-067 (Lot 100)
18-36-377-063 (Lot 24)	18-36-380-003 (Lot 63)	18-36-377-068 (Lot 101)
18-36-377-064 (Outlot B)	18-36-380-004 (Lot 64)	18-36-377-069 (Lot 102)
18-36-379-012 (Lot 25)	18-36-380-005 (Lot 65)	18-36-377-070 (Lot 103)
18-36-379-013 (Lot 26)	18-36-380-006 (Lot 66)	18-36-377-071 (Lot 104)
18-36-379-014 (Lot 27)	18-36-380-007 (Lot 67)	18-36-377-072 (Lot 105)
18-36-379-015 (Lot 28)	18-36-380-008 (Lot 68)	18-36-326-033 (Lot 106)
18-36-379-016 (Lot 29)	18-36-380-009 (Lot 69)	18-36-326-032 (Lot 107)
18-36-379-017 (Lot 30)	18-36-380-010 (Lot 70)	18-36-326-031 (Lot 108)
18-36-379-018 (Lot 31)	18-36-328-019 (Lot 71)	18-36-326-030 (Lot 109)
18-36-379-019 (Lot 32)	18-36-328-020 (Lot 72)	18-36-326-029 (Lot 110)
18-36-379-020 (Lot 33)	18-36-328-021 (Lot 73)	18-36-326-028 (Lot 111)
18-36-379-021 (Lot 34)	18-36-328-022 (Lot 74)	18-36-326-027 (Lot 112)
18-36-379-022 (Lot 35)	18-36-328-023 (Lot 75)	18-36-326-026 (Lot 113)
18-36-379-023 (Lot 36)	18-36-328-024 (Lot 76)	18-36-326-025 (Lot 114)
18-36-379-001 (Lot 37)	18-36-328-025 (Lot 77)	18-36-326-024 (Lot 115)
18-36-379-002 (Lot 38)	18-36-328-026 (Lot 78)	18-36-326-023 (Lot 116)
18-36-379-003 (Lot 39)	18-36-328-027 (Lot 79)	18-36-326-022 (Lot 117)

18-36-326-021 (Lot 118)	18-36-327-003 (Lot 129)	18-36-326-011 (Lot 141)
18-36-326-020 (Lot 119)	18-36-327-004 (Lot 130)	18-36-326-010 (Lot 142)
18-36-326-019 (Lot 120)	18-36-327-005 (Lot 131)	18-36-326-009 (Lot 143)
18-36-326-018 (Lot 121)	18-36-327-006 (Lot 132)	18-36-326-008 (Lot 144)
18-36-326-017 (Lot 122)	18-36-327-007 (Lot 133)	18-36-326-007 (Lot 145)
18-36-326-016 (Lot 123)	18-36-327-008 (Lot 134)	18-36-326-006 (Lot 146)
18-36-326-015 (Outlot D)	18-36-327-009 (Lot 135)	18-36-326-005 (Lot 147)
18-36-326-014 (Lot 124)	18-36-327-010 (Lot 136)	18-36-326-004 (Lot 148)
18-36-326-013 (Lot 125)	18-36-327-011 (Lot 137)	18-36-326-003 (Lot 149)
18-36-326-012 (Lot 126)	18-36-327-012 (Lot 138)	18-36-326-002 (Lot 150)
18-36-327-001 (Lot 127)	18-36-327-013 (Lot 139)	18-36-326-001 (Outlot E)
18-36-327-002 (Lot 128)	18-36-327-014 (Lot 140)	

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2:

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES, 52 MINUTES, 40 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1409.95 FEET; THENCE NORTH 01 DEGREES, 38 MINUTES, 02 SECONDS EAST, 627.36 FEET; THENCE NORTH 87 DEGREES, 52 MINUTES, 40 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1371.38 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES, 53 MINUTES, 38 SECONDS WEST ALONG SAID EAST LINE, 363.74 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 87 DEGREE 58 MINUTES, 54 SECONDS WEST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 1343.68 FEET; THENCE NORTH 02 DEGREES, 25 MINUTES, 43 SECONDS EAST, 328.66 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02 DEGREES, 03 MINUTES, 59 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 1319.84 FEET TO THE NORTHWEST CORNER THEREOF THENCE NORTH 88 DEGREES, 05 MINUTES, 11 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1322.88 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREES, 53 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1645.10 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS. EXCEPT THAT PART OF PARCEL 2 DEDICATED FOR PART OF SQUARE BARN ROAD BY DOCUMENT 2004R114410 AND ALSO EXCEPT FROM PARCEL 2 THE

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

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

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

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

18-36-377-040 (Lot 1)	18-36-379-014 (Lot 27)	18-36-380-017 (Lot 54)
18-36-377-041 (Lot 2)	18-36-379-015 (Lot 28)	18-36-380-018 (Lot 55)
18-36-377-042 (Lot 3)	18-36-379-016 (Lot 29)	18-36-380-019 (Lot 56)
18-36-377-043 (Lot 4)	18-36-379-017 (Lot 30)	18-36-380-020 (Lot 57)
18-36-377-044 (Lot 5)	18-36-379-018 (Lot 31)	18-36-380-021 (Lot 58)
18-36-377-045 (Lot 6)	18-36-379-019 (Lot 32)	18-36-380-022 (Lot 59)
18-36-377-046 (Lot 7)	18-36-379-020 (Lot 33)	18-36-380-023 (Lot 60)
18-36-377-047 (Lot 8)	18-36-379-021 (Lot 34)	18-36-380-001 (Lot 61)
18-36-377-048 (Lot 9)	18-36-379-022 (Lot 35)	18-36-380-002 (Lot 62)
18-36-377-049 (Lot 10)	18-36-379-023 (Lot 36)	18-36-380-003 (Lot 63)
18-36-377-050 (Lot 11)	18-36-379-001 (Lot 37)	18-36-380-004 (Lot 64)
18-36-377-051 (Lot 12)	18-36-379-002 (Lot 38)	18-36-380-005 (Lot 65)
18-36-377-052 (Lot 13)	18-36-379-003 (Lot 39)	18-36-380-006 (Lot 66)
18-36-377-053 (Lot 14)	18-36-379-004 (Lot 40)	18-36-380-007 (Lot 67)
18-36-377-054 (Lot 15)	18-36-379-005 (Lot 41)	18-36-380-008 (Lot 68)
18-36-377-055 (Lot 16)	18-36-379-006 (Lot 42)	18-36-380-009 (Lot 69)
18-36-377-056 (Lot 17)	18-36-379-007 (Lot 43)	18-36-380-010 (Lot 70)
18-36-377-057 (Lot 18)	18-36-379-008 (Lot 44)	18-36-328-019 (Lot 71)
18-36-377-058 (Lot 19)	18-36-379-009 (Lot 45)	18-36-328-020 (Lot 72)
18-36-377-059 (Lot 20)	18-36-379-010 (Lot 46)	18-36-328-021 (Lot 73)
18-36-377-060 (Lot 21)	18-36-379-011 (Lot 47)	18-36-328-022 (Lot 74)
18-36-377-061 (Lot 22)	18-36-380-011 (Lot 48)	18-36-328-023 (Lot 75)
18-36-377-062 (Lot 23)	18-36-380-012 (Lot 49)	18-36-328-024 (Lot 76)
18-36-377-063 (Lot 24)	18-36-380-013 (Lot 50)	18-36-328-025 (Lot 77)
18-36-377-064 (Outlot B)	18-36-380-014 (Lot 51)	18-36-328-026 (Lot 78)
18-36-379-012 (Lot 25)	18-36-380-015 (Lot 52)	18-36-328-027 (Lot 79)
18-36-379-013 (Lot 26)	18-36-380-016 (Lot 53)	18-36-328-028 (Outlot C)

18-36-377-039 (Outlot A)	18-36-377-071 (Lot 104)	18-36-327-002 (Lot 128)
18-36-328-001 (Lot 80)	18-36-377-072 (Lot 105)	18-36-327-003 (Lot 129)
18-36-328-002 (Lot 81)	18-36-326-033 (Lot 106)	18-36-327-004 (Lot 130)
18-36-328-003 (Lot 82)	18-36-326-032 (Lot 107)	18-36-327-005 (Lot 131)
18-36-328-004 (Lot 83)	18-36-326-031 (Lot 108)	18-36-327-006 (Lot 132)
18-36-328-005 (Lot 84)	18-36-326-030 (Lot 109)	18-36-327-007 (Lot 133)
18-36-328-006 (Lot 85)	18-36-326-029 (Lot 110)	18-36-327-008 (Lot 134)
18-36-328-007 (Lot 86)	18-36-326-028 (Lot 111)	18-36-327-009 (Lot 135)
18-36-328-008 (Lot 87)	18-36-326-027 (Lot 112)	18-36-327-010 (Lot 136)
18-36-328-009 (Lot 88)	18-36-326-026 (Lot 113)	18-36-327-011 (Lot 137)
18-36-328-010 (Lot 89)	18-36-326-025 (Lot 114)	18-36-327-012 (Lot 138)
18-36-328-011 (Lot 90)	18-36-326-024 (Lot 115)	18-36-327-013 (Lot 139)
18-36-328-012 (Lot 91)	18-36-326-023 (Lot 116)	18-36-327-014 (Lot 140)
18-36-328-013 (Lot 92)	18-36-326-022 (Lot 117)	18-36-326-011 (Lot 141)
18-36-328-014 (Lot 93)	18-36-326-021 (Lot 118)	18-36-326-010 (Lot 142)
18-36-328-015 (Lot 94)	18-36-326-020 (Lot 119)	18-36-326-009 (Lot 143)
18-36-328-016 (Lot 95)	18-36-326-019 (Lot 120)	18-36-326-008 (Lot 144)
18-36-328-017 (Lot 96)	18-36-326-018 (Lot 121)	18-36-326-007 (Lot 145)
18-36-328-018 (Lot 97)	18-36-326-017 (Lot 122)	18-36-326-006 (Lot 146)
18-36-377-065 (Lot 98)	18-36-326-016 (Lot 123)	18-36-326-005 (Lot 147)
18-36-377-066 (Lot 99)	18-36-326-015 (Outlot D)	18-36-326-004 (Lot 148)
18-36-377-067 (Lot 100)	18-36-326-014 (Lot 124)	18-36-326-003 (Lot 149)
18-36-377-068 (Lot 101)	18-36-326-013 (Lot 125)	18-36-326-002 (Lot 150)
18-36-377-069 (Lot 102)	18-36-326-012 (Lot 126)	18-36-326-001 (Outlot E)
18-36-377-070 (Lot 103)	18-36-327-001 (Lot 127)	

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

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

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

vegetation or landscaping within any of such outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and

3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and
4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area which are not owned by the Village as deemed necessary and appropriate by the Corporate Authorities; and
5. administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

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

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

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

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

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

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk

within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

Dated this ____ day of _____, 2023.

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

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

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

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

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

Village President Debby Sosine

(SEAL)
ATTEST: _____
Village Clerk Fred Martin

Passed: _____
Approved: _____
Published: _____

CERTIFICATION

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

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

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

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

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

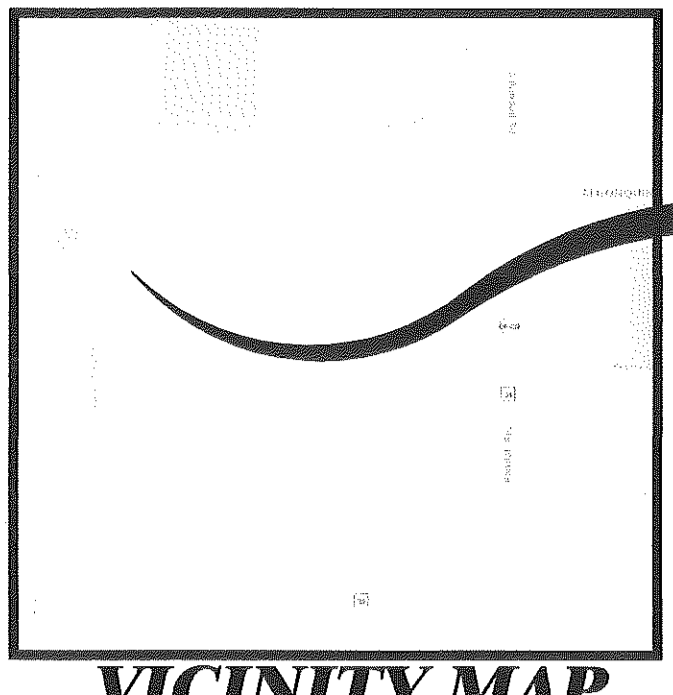
Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)

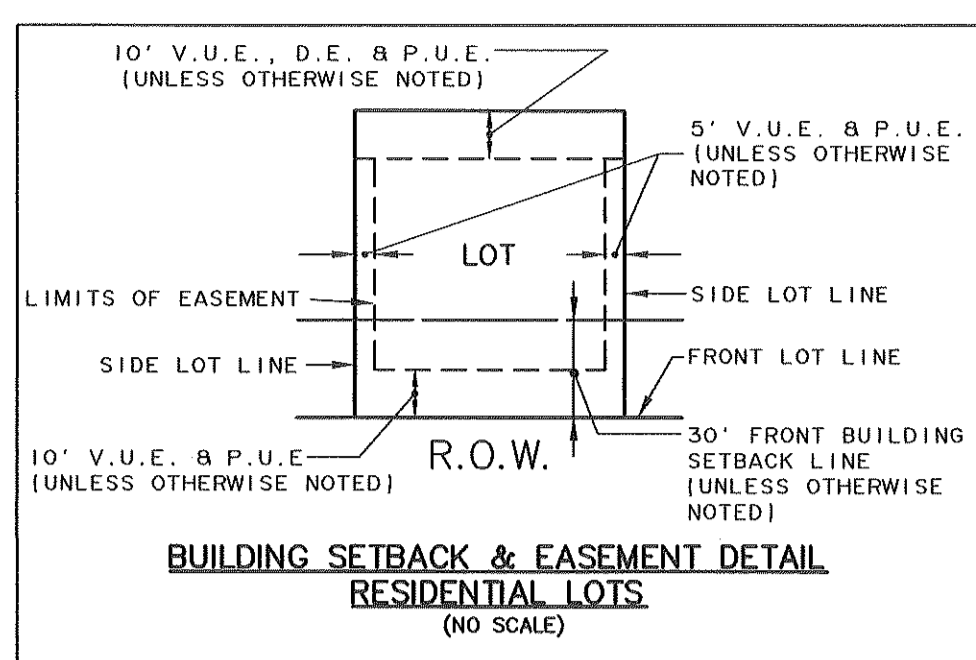
FINAL PLAT OF SUBDIVISION FOR WESTVIEW CROSSING

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
(PRINT NAME)
(ADDRESS)
(CITY/TOWN) (STATE) (ZIP CODE)



SITE LOCATION

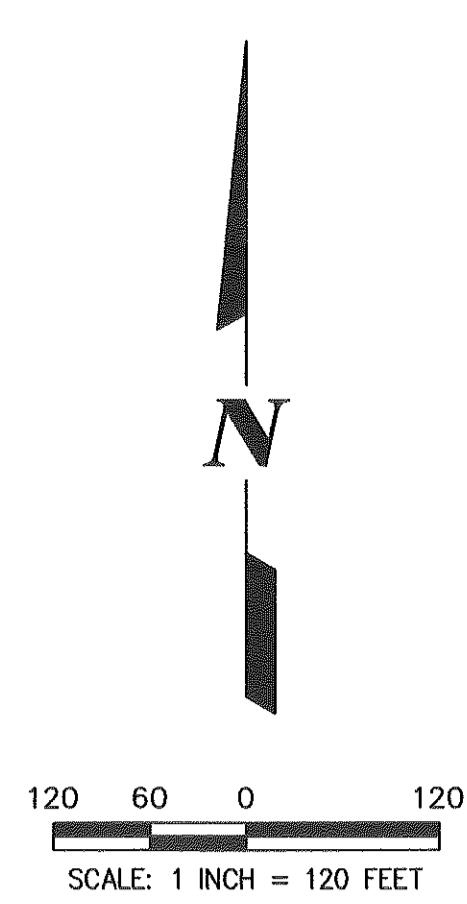


LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- SET CONCRETE MONUMENT

TOTAL AREA OF SUBDIVISION
59.377 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBERS
18-36-300-015
18-36-300-016
MCHENRY COUNTY



NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED. ROADWAY MEDIAN OUTLOT BOUNDARIES WILL BE AT THE BACK OF CURB AS CONSTRUCTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

V.U.E. - INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

D.E. - INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

L.E. - INDICATES LANDSCAPE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

B.L. - BUILDING SETBACK LINE

R.O.W. - RIGHT OF WAY

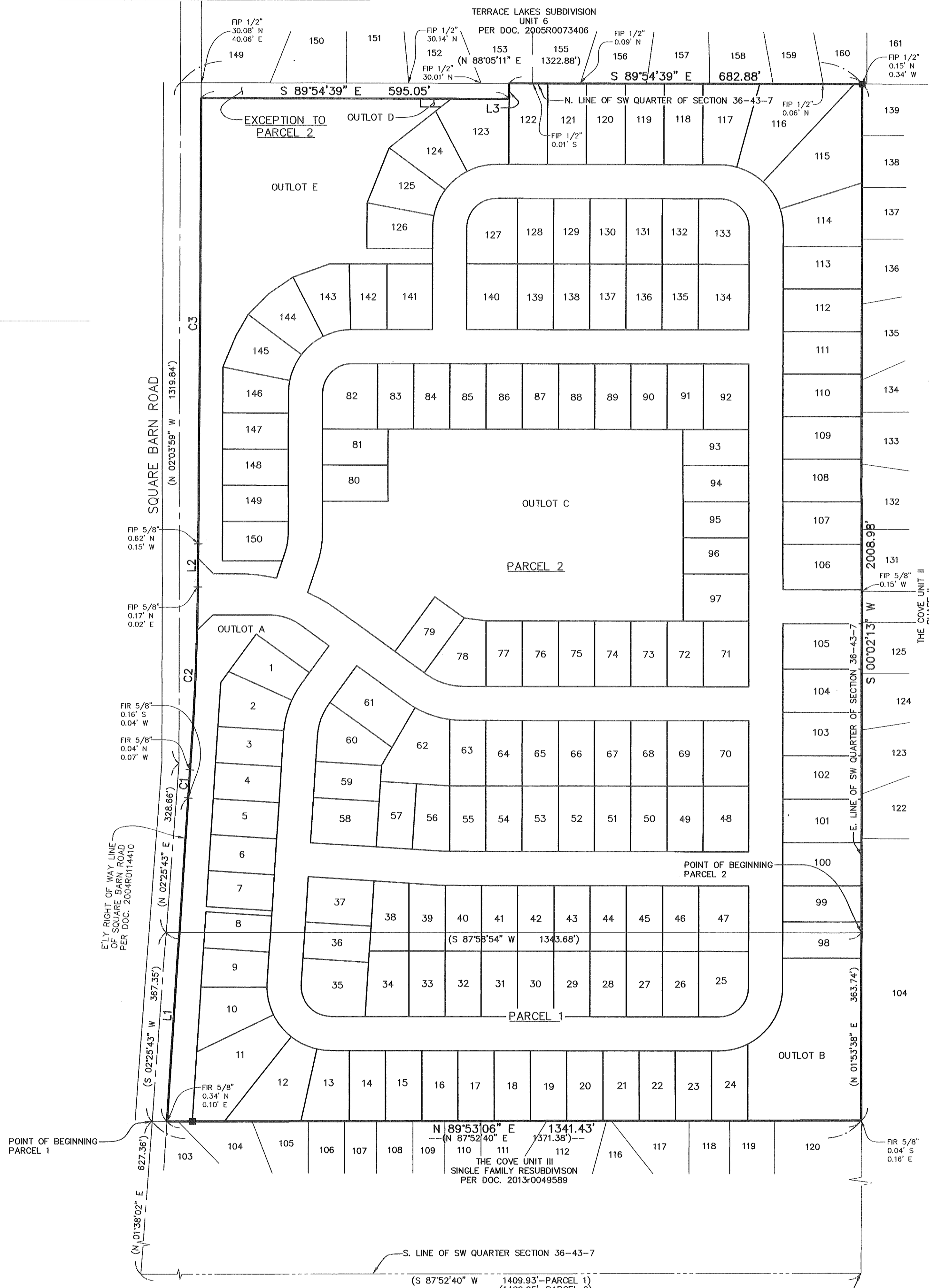
THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE BEING S 00°02'13" W (ASSUMED).

OUTLOTS A, B, & E TO BE DEDICATED, OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ARE CONSIDERED OPEN SPACE.

OUTLOTS C AND D ARE TO BE DEDICATED TO THE VILLAGE OF ALGONQUIN.

F.I.P. = FOUND IRON PIPE (# AS SHOWN)
F.I.R. = FOUND IRON ROD (# AS SHOWN)

THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO SQUARE BARN ROAD FROM OUTLOTS A OR E.



LOT AREA SUMMARY TABLE

LOT NO.	SQ. FT.	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.
1	9,809	41	8,890	81	8,898	121	11,775
2	11,352	42	8,890	82	12,778	122	11,775
3	8,890	43	8,890	83	8,890	123	15,191
4	8,890	44	8,890	84	8,890	124	10,913
5	8,890	45	8,890	85	8,890	125	10,913
6	8,890	46	8,890	86	8,890	126	9,729
7	8,890	47	12,234	87	8,890	127	11,747
8	8,890	48	11,176	88	8,890	128	8,890
9	9,182	49	8,890	89	8,890	129	8,890
10	12,270	50	8,890	90	8,890	130	8,890
11	21,528	51	8,890	91	8,890	131	8,890
12	15,846	52	8,890	92	11,176	132	8,890
13	10,809	53	8,890	93	8,890	133	11,751
14	9,593	54	8,890	94	8,890	134	12,489
15	9,580	55	8,890	95	8,890	135	8,901
16	9,567	56	8,899	96	8,890	136	8,905
17	9,554	57	8,915	97	11,638	137	8,909
18	9,541	58	11,176	98	10,640	138	8,914
19	9,528	59	8,890	99	10,640	139	8,918
20	9,515	60	11,073	100	12,768	140	12,478
21	9,502	61	12,659	101	12,768	141	11,176
22	9,489	62	14,002	102	12,768	142	9,097
23	9,476	63	8,904	103	12,768	143	10,785
24	9,706	64	8,890	104	12,768	144	10,715
25	11,537	65	8,890	105	13,376	145	10,762
26	8,890	66	8,890	106	13,376	146	9,754
27	8,890	67	8,890	107	12,540	147	8,890
28	8,890	68	8,890	108	12,540	148	8,890
29	8,890	69	8,890	109	12,540	149	8,890
30	8,890	70	11,176	110	12,540	150	9,472
31	8,890	71	11,176	111	12,540	OUTLOT A	62,574
32	8,890	72	8,890	112	12,540	OUTLOT B	59,947
33	8,890	73	8,890	113	12,540	OUTLOT C	242,969
34	10,240	74	8,890	114	15,106	OUTLOT D	799
35	13,054	75	8,890	115	24,563	OUTLOT E	161,030
36	8,890	76	8,890	116	21,996		
37	11,176	77	8,890	117	13,908		
38	9,850	78	10,380	118	11,775		
39	9,032	79	9,186	119	11,775		
40	8,890	80	8,890	120	11,775		

LINE TABLE

LINE	RECORD BEARING	MEASURED BEARING	RECORD LENGTH	MEASURED LENGTH
L1	(S 03°39'33" W)	N 03°40'39" E	(627.73')	628.32'
L2	(S 00°31'52" W)	N 00°33'08" E	(83.93')	83.60'
L3	---	N 00°05'21" E	---	30.00'

CURVE TABLE

CURVE	RECORD LENGTH	RADIUS	MEASURED LENGTH	RECORD CHD. BEARING	MEASURED CHD. BEARING
C1	(54.89')	5404.31'	54.63'	(S 03°57'01" W)	N 03°58'12" E
C2	(355.12')	5484.31'	354.86'	(S 02°23'10" W)	N 02°24'21" E
C3	864.07'	110079.93'	864.07'	(N 00°19'39" E)	N 00°19'39" E

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 608084 FILE NAME: SUBPLAT
DRAWN BY: AUB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 07-26-22 JOB NO.: 608.084
REVISED 08-02-22\AUB PER VILLAGE REVIEW
REVISED 08-10-22\AUB PER CLIENT AND COUNSEL REVIEW
REVISED 08-24-22\AUB PER VILLAGE COMMENTS
REVISED 08-25-22\AUB PER VILLAGE COMMENTS
REVISED 10-07-22\AUB PER VILLAGE COMMENTS
REVISED 11-17-22\AUB PER VILLAGE COMMENT
REVISED 01-10-23\AUB PER VILLAGE/CLIENT REVIEW

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PREPARED FOR:
CALATLANTIC GROUP
1700 E. GOLF ROAD
SCHAUMBURG, IL 60173

PLAT FILE CREATED: 1/12/2023 BY: TONY BLUS DRAWING PATH: P:\608084\GIS\SUBPLAT\SUBPLAT.DWG



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>	June 13, 2023
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of a Special Service Area #7 for the Trails of Woods Creek Subdivision

ACTION REQUESTED:

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

PREVIOUS ACTIONS:

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

DISCUSSION:

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

These special services include:

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

- Maintenance, restoration, repair, and replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities.
- Administrative, professionals', engineers', attorneys', consultants', and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

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

RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance
- Trails of Woods Creek Plat of Subdivision

ORDINANCE NO. 2023-O-__

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

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

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

§ 6. Powers of Home Rule Units.

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

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

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

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

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

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST 2,572.98 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SAID LINE BEING COINCIDENT WITH THE EAST LINES OF PRESTWICKE PHASES 1 AND 2) TO THE SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY A48 ALSO KNOWN AS ALGONQUIN ROAD PER PLAT OF HIGHWAYS RECORDED AS DOCUMENT 2008R0034553; THENCE SOUTH 89

DEGREES 38 MINUTES 01 SECOND EAST, 309.74 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 572.09 FEET ALONG THE LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 625.63 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 33 MINUTES 43 SECONDS EAST, 825.05 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 1134.73 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 573.12 FEET ALONG SAID EAST LINE TO SAID SOUTH LINE OF ALGONQUIN ROAD AFORESAID; (THE FOLLOWING FIVE COURSES ARE ALONG SAID SOUTH LINE): 1) THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 491.27 FEET; 2) THENCE EASTERLY, 69.95 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9,665.00 FEET AND A CHORD BEARING SOUTH 87 DEGREES 03 MINUTES 24 SECONDS EAST; 3) THENCE EASTERLY, 499.18 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9,805.00 FEET AND A CHORD BEARING SOUTH 88 DEGREES 18 MINUTES 09 SECONDS EAST; 4) THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 389.69 FEET; 5) THENCE SOUTH 34 DEGREES 33 MINUTES 48 SECONDS EAST, 18.24 FEET TO THE WEST LINE OF FAIRWAY VIEW DRIVE PER TERRACE HILL DEVELOPMENT UNIT NO. 1 RECORDED AS DOCUMENT 88R028428; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1230.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST, 165.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 200.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, 164.99 FEET TO THE WEST LINE OF SAID FAIRWAY VIEW DRIVE; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 81.00 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 7 IN SAID TERRACE HILL DEVELOPMENT; (THE FOLLOWING TWO COURSES ARE ALONG A BOUNDARY LINE OF SAID TERRACE HILL DEVELOPMENT); 1) THENCE SOUTH 89 DEGREES 45 MINUTES 35 SECONDS WEST, 140.00 FEET; 2) THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1029.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNITS 4, 6 AND 7); THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 2,296.24 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 PER DOCUMENT 97R064030; THE FOLLOWING FOUR COURSES ARE ALONG A BOUNDARY LINE OF SAID LOT 215); 1) SOUTH 03 DEGREES 49 MINUTES 16 SECONDS EAST, 185.97 FEET; 2) THENCE SOUTH 88 DEGREES 10 MINUTES 44 SECONDS WEST, 49.83 FEET; 3) THENCE WESTERLY, 50.44 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.00 FEET AND A CHORD BEARING SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST; 4) THENCE NORTH 03 DEGREES 13 MINUTES 43 SECONDS WEST, 191.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST 62.41 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS:

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

NORTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, 130.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 50.95 FEET; THENCE SOUTHERLY 178.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST; THENCE SOUTH 26 DEGREES 49 MINUTES 37 SECONDS EAST, 100.79 FEET; THENCE SOUTHEASTERLY, 47.49 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 AND A CHORD BEARING SOUTH 15 DEGREES 11 MINUTES 52 SECONDS EAST; THENCE NORTH 86 DEGREES 25 MINUTES 53 SECONDS EAST, 200.24 FEET; THENCE SOUTH 05 DEGREES 48 MINUTES 22 SECONDS WEST, 110.37 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 53 SECONDS WEST, 134.12 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 146.18 FEET; THENCE SOUTHWESTERLY, 24.74 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 20 DEGREES 59 MINUTES 26 SECONDS WEST; THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 273.01 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 22 SECONDS EAST, 126.44 FEET; THENCE SOUTH 34 DEGREES 57 MINUTES 54 SECONDS EAST, 126.99 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 207.05 FEET; THENCE SOUTH 83 DEGREES 52 MINUTES 15 SECONDS EAST, 39.36 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, 11.69 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 459.09 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 204.61 FEET; THENCE SOUTH 69 DEGREES 06 MINUTES 11 SECONDS EAST, 146.44 FEET; THENCE NORTHEASTERLY 16.27 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 28 DEGREES 40 MINUTES 02 SECONDS EAST; THENCE NORTH 53 DEGREES 33 MINUTES 46 SECONDS WEST, 139.28 FEET; THENCE NORTH 48 DEGREES 19 MINUTES 47 SECONDS EAST, 120.20 FEET; THENCE SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 250.91 FEET; THENCE SOUTH 60 DEGREES 33 SECONDS 49 SECONDS EAST, 521.20 FEET; THENCE SOUTHWESTERLY 110.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD THAT BEARS SOUTH 36 DEGREES 14 MINUTES 19 SECONDS WEST; THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 214.37 FEET; THENCE SOUTH 60 DEGREES 33 MINUTES 57 SECONDS EAST, 135.00 FEET; THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 128.37 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 37 SECONDS WEST, 73.92 FEET; THENCE SOUTH 53 DEGREES 59 MINUTES 29 SECONDS WEST, 293.12 FEET; THENCE SOUTH 58 DEGREES 27 MINUTES 51 SECONDS WEST, 85.69 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, 362.28 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 135.00 FEET; THENCE SOUTH 83 DEGREES 34 MINUTES 49 SECONDS WEST, 84.05 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, 75.27 FEET; THENCE SOUTH 35 DEGREES 10 MINUTES 37 SECONDS WEST, 94.44 FEET; THENCE SOUTH 60 DEGREES 17 MINUTES 53 SECONDS WEST, 124.08 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 276.63 FEET; THENCE NORTH 14 DEGREES 13 MINUTES 44 SECONDS EAST, 137.71 FEET; THENCE NORTHWESTERLY, 87.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 25 MINUTES 50 SECONDS WEST; THENCE SOUTH 54 DEGREES 54 MINUTES 37 SECONDS WEST, 132.00 FEET; THENCE NORTH 21 DEGREES 22 MINUTES 03 SECONDS WEST, 121.43 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 493.66 FEET; THENCE NORTH 27 DEGREES 02 MINUTES 53 SECONDS EAST, 211.41 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 15 SECONDS WEST, 212.48 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 176.09 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

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

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

3) THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNIT 7); THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 41.37 FEET TO THE POINT OF BEGINNING OF EXCEPTION 3; THENCE CONTINUING NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; THENCE NORTHERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 351.77 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 34 SECONDS EAST, 135.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 330.00 FEET; THENCE SOUTH 69 DEGREES 48 MINUTES 40 SECONDS WEST, 22.08 FEET; THENCE SOUTH 42 DEGREES 16 MINUTES 16 SECONDS WEST, 277.99 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 262.52 FEET; THENCE SOUTH 43 DEGREES 32 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

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

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

PARCEL 1

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

WEST; 11) THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 273.01 FEET; 12) THENCE SOUTH 57 DEGREES 33 MINUTES 22 SECONDS EAST, 126.44 FEET; 13) THENCE SOUTH 34 DEGREES 57 MINUTES 54 SECONDS EAST, 126.99 FEET; 14) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 207.05 FEET; 15) THENCE SOUTH 83 DEGREES 52 MINUTES 15 SECONDS EAST, 39.36 FEET; 16) THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, 11.69 FEET; 17) THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 459.09 FEET; 18) THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 204.61 FEET; 19) THENCE SOUTH 69 DEGREES 06 MINUTES 11 SECONDS EAST, 146.44 FEET; 20) THENCE NORTHEASTERLY, 16.27 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 28 DEGREES 40 MINUTES 02 SECONDS EAST; 21) THENCE NORTH 53 DEGREES 33 MINUTES 46 SECONDS WEST, 139.28 FEET; 22) THENCE NORTH 48 DEGREES 19 MINUTES 47 SECONDS EAST, 120.20 FEET; 23) THENCE SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 250.91 FEET; 24) THENCE SOUTH 60 DEGREES 33 MINUTES 49 SECONDS EAST, 521.20 FEET; 25) THENCE SOUTHWESTERLY 110.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD THAT BEARS SOUTH 36 DEGREES 14 MINUTES 19 SECONDS WEST; 26) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 214.37 FEET; 27) THENCE SOUTH 60 DEGREES 33 MINUTES 57 SECONDS EAST, 135.00 FEET; 28) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 128.37 FEET; 29) THENCE SOUTH 47 DEGREES 24 MINUTES 37 SECONDS WEST, 73.92 FEET; 30) THENCE SOUTH 53 DEGREES 59 MINUTES 29 SECONDS WEST, 293.12 FEET; 31) THENCE SOUTH 58 DEGREES 27 MINUTES 51 SECONDS WEST, 85.69 FEET; 32) THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, 362.28 FEET; 33) THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 135.00 FEET; 34) THENCE SOUTH 83 DEGREES 34 MINUTES 49 SECONDS WEST, 64.05 FEET; 35) THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, 75.27 FEET; 36) THENCE SOUTH 35 DEGREES 10 MINUTES 37 SECONDS WEST, 94.44 FEET; 37) THENCE SOUTH 60 DEGREES 17 MINUTES 53 SECONDS WEST, 124.08 FEET; 38) THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 276.63 FEET; 39) THENCE NORTH 14 DEGREES 13 MINUTES 44 SECONDS EAST, 137.71 FEET; 40) THENCE NORTHWESTERLY, 87.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 25 MINUTES 50 SECONDS WEST; 41) THENCE SOUTH 54 DEGREES 54 MINUTES 37 SECONDS WEST, 132.00 FEET; 42) THENCE NORTH 21 DEGREES 22 MINUTES 03 SECONDS WEST, 121.43 FEET, 43) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 493.66 FEET; 44) THENCE NORTH 27 DEGREES 02 MINUTES 53 SECONDS EAST, 211.41 FEET; 45) THENCE NORTH 27 DEGREES 15 MINUTES 15 SECONDS WEST, 212.48 FEET; 46) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 176.09 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323 FOR A POINT OF BEGINNING: (THE FOLLOWING 21 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1): 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 21.17 FEET; 3) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 135.00 FEET; 4) THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 250.36 FEET; 5) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS

EAST, 9.67 FEET; 6) THENCE NORTHEASTERLY, 10.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 48 DEGREES 38 MINUTES 58 SECONDS EAST; 7) THENCE NORTH 36 DEGREES 14 MINUTES 30 SECONDS WEST, 138.14 FEET; 8) THENCE NORTH 63 DEGREES 58 MINUTES 33 SECONDS EAST, 121.17 FEET; 9) THENCE SOUTH 68 DEGREES 24 MINUTES 57 SECONDS EAST, 121.17 FEET; 10) THENCE SOUTH 47 DEGREES 58 MINUTES 51 SECONDS EAST, 121.17 FEET; 11) THENCE SOUTH 65 DEGREES 49 MINUTES 25 SECONDS WEST, 153.13 FEET; 12) THENCE SOUTHERLY, 25.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 12 DEGREES 09 MINUTES 07 SECONDS EAST; 13) THENCE NORTH 89 DEGREES 52 MINUTES 22 SECONDS EAST, 135.92 FEET; 14) THENCE SOUTH 05 DEGREES 41 MINUTES 19 SECONDS EAST, 42.95 FEET; 15) THENCE SOUTH 29 DEGREES 33 MINUTES 07 SECONDS WEST, 76.74 FEET; 16) THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, 63.79 FEET, 17) THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 FEET; 18) THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 FEET; 19) THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 FEET; 20) THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 FEET; 21) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY.

PARCEL 3

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

PARCEL 4

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

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

(collectively, the “Area”).

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

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

18-25-401-002 (Lot 1)	18-25-401-023 (Lot 20)	18-25-427-008 (Lot 39)
18-25-401-003 (Lot 2)	18-25-401-024 (Lot 21)	18-25-427-009 (Lot 40)
18-25-401-004 (Lot 3)	18-25-401-025 (Lot 22)	18-25-427-010 (Lot 41)
18-25-401-005 (Lot 4)	18-25-401-026 (Lot 23)	18-25-427-011 (Lot 42)
18-25-401-006 (Lot 5)	18-25-401-027 (Lot 24)	18-25-427-012 (Lot 43)
18-25-401-009 (Lot 6)	18-25-401-028 (Lot 25)	18-25-427-013 (Lot 44)
18-25-401-010 (Lot 7)	18-25-401-029 (Lot 26)	18-25-427-014 (Lot 45)
18-25-401-011 (Lot 8)	18-25-401-030 (Lot 27)	18-25-427-015 (Lot 46)
18-25-401-012 (Lot 9)	18-25-401-031 (Lot 28)	18-25-427-016 (Lot 47)
18-25-401-013 (Lot 10)	18-25-401-032 (Lot 29)	18-25-427-017 (Lot 48)
18-25-401-014 (Lot 11)	18-25-401-033 (Lot 30)	18-25-427-018 (Lot 49)
18-25-401-015 (Lot 12)	18-25-401-034 (Lot 31)	18-25-427-019 (Lot 50)
18-25-401-016 (Lot 13)	18-25-427-001 (Lot 32)	18-25-427-020 (Lot 51)
18-25-401-017 (Lot 14)	18-25-427-002 (Lot 33)	18-25-427-021 (Lot 52)
18-25-401-018 (Lot 15)	18-25-427-003 (Lot 34)	18-25-427-022 (Lot 53)
18-25-401-019 (Lot 16)	18-25-427-004 (Lot 35)	18-25-428-024 (Lot 54)
18-25-401-020 (Lot 17)	18-25-427-005 (Lot 36)	18-25-428-023 (Lot 55)
18-25-401-021 (Lot 18)	18-25-427-006 (Lot 37)	18-25-428-022 (Lot 56)
18-25-401-022 (Lot 19)	18-25-427-007 (Lot 38)	18-25-428-021 (Lot 57)

18-25-428-020 (Lot 58)	18-25-405-001 (Lot 104)	18-25-451-022 (Lot 150)
18-25-428-019 (Lot 59)	18-25-405-002 (Lot 105)	18-25-451-023 (Lot 151)
18-25-428-018 (Lot 60)	18-25-405-003 (Lot 106)	18-25-451-024 (Lot 152)
18-25-428-017 (Lot 61)	18-25-451-001 (Lot 107)	18-25-451-025 (Lot 153)
18-25-428-016 (Lot 62)	18-25-451-002 (Lot 108)	18-25-451-026 (Lot 154)
18-25-428-015 (Lot 63)	18-25-451-003 (Lot 109)	18-25-451-027 (Lot 155)
18-25-428-014 (Lot 64)	18-25-451-004 (Lot 110)	18-25-451-028 (Lot 156)
18-25-428-013 (Lot 65)	18-25-451-006 (Lot 111)	18-25-451-029 (Lot 157)
18-25-428-012 (Lot 66)	18-25-451-007 (Lot 112)	18-25-451-030 (Lot 158)
18-25-428-011 (Lot 67)	18-25-451-008 (Lot 113)	18-25-451-031 (Lot 159)
18-25-428-010 (Lot 68)	18-25-451-009 (Lot 114)	18-25-451-032 (Lot 160)
18-25-428-009 (Lot 69)	18-25-453-001 (Lot 115)	18-25-451-033 (Lot 161)
18-25-428-008 (Lot 70)	18-25-453-002 (Lot 116)	18-25-478-001 (Lot 162)
18-25-428-007 (Lot 71)	18-25-453-003 (Lot 117)	18-25-478-002 (Lot 163)
18-25-428-006 (Lot 72)	18-25-453-004 (Lot 118)	18-25-478-003 (Lot 164)
18-25-428-005 (Lot 73)	18-25-453-005 (Lot 119)	18-25-478-004 (Lot 165)
18-25-428-004 (Lot 74)	18-25-453-006 (Lot 120)	18-25-477-007 (Lot 166)
18-25-428-003 (Lot 75)	18-25-451-010 (Lot 121)	18-25-477-006 (Lot 167)
18-25-428-002 (Lot 76)	18-25-451-011 (Lot 122)	18-25-477-005 (Lot 168)
18-25-405-025 (Lot 77)	18-25-451-012 (Lot 123)	18-25-477-004 (Lot 169)
18-25-405-024 (Lot 78)	18-25-451-013 (Lot 124)	18-25-477-003 (Lot 170)
18-25-405-023 (Lot 79)	18-25-451-014 (Lot 125)	18-25-477-002 (Lot 171)
18-25-405-022 (Lot 80)	18-25-451-015 (Lot 126)	18-25-477-001 (Lot 172)
18-25-405-021 (Lot 81)	18-25-451-016 (Lot 127)	18-25-428-046 (Lot 173)
18-25-405-020 (Lot 82)	18-25-458-008 (Lot 128)	18-25-428-045 (Lot 174)
18-25-405-019 (Lot 83)	18-25-458-009 (Lot 129)	18-25-428-044 (Lot 175)
18-25-405-018 (Lot 84)	18-25-458-010 (Lot 130)	18-25-428-043 (Lot 176)
18-25-405-017 (Lot 85)	18-25-458-011 (Lot 131)	18-25-428-042 (Lot 177)
18-25-405-016 (Lot 86)	18-25-458-012 (Lot 132)	18-25-428-041 (Lot 178)
18-25-405-015 (Lot 87)	18-25-458-013 (Lot 133)	18-25-428-040 (Lot 179)
18-25-405-014 (Lot 88)	18-25-458-014 (Lot 134)	18-25-428-039 (Lot 180)
18-25-405-013 (Lot 89)	18-25-458-015 (Lot 135)	18-25-428-038 (Lot 181)
18-25-405-012 (Lot 90)	18-25-458-016 (Lot 136)	18-25-428-037 (Lot 182)
18-25-405-011 (Lot 91)	18-25-458-017 (Lot 137)	18-25-428-036 (Lot 183)
18-25-405-010 (Lot 92)	18-25-458-001 (Lot 138)	18-25-428-035 (Lot 184)
18-25-405-009 (Lot 93)	18-25-458-002 (Lot 139)	18-25-428-034 (Lot 185)
18-25-405-008 (Lot 94)	18-25-458-003 (Lot 140)	18-25-428-033 (Lot 186)
18-25-404-003 (Lot 95)	18-25-458-004 (Lot 141)	18-25-428-032 (Lot 187)
18-25-404-006 (Lot 96)	18-25-458-005 (Lot 142)	18-25-428-031 (Lot 188)
18-25-404-005 (Lot 97)	18-25-458-006 (Lot 143)	18-25-428-030 (Lot 189)
18-25-404-004 (Lot 98)	18-25-458-007 (Lot 144)	18-25-428-029 (Lot 190)
18-25-404-001 (Lot 99)	18-25-451-017 (Lot 145)	18-25-428-028 (Lot 191)
18-25-404-002 (Lot 100)	18-25-451-018 (Lot 146)	18-25-428-027 (Lot 192)
18-25-405-007 (Lot 101)	18-25-451-019 (Lot 147)	18-25-428-026 (Lot 193)
18-25-405-006 (Lot 102)	18-25-451-020 (Lot 148)	18-25-428-025 (Lot 194)
18-25-405-005 (Lot 103)	18-25-451-021 (Lot 149)	18-25-429-001 (Lot 195)

18-25-429-002 (Lot 196)	18-25-476-026 (Lot 229)	18-25-452-013 (Lot 262)
18-25-429-003 (Lot 197)	18-25-476-027 (Lot 230)	18-25-452-012 (Lot 263)
18-25-429-004 (Lot 198)	18-25-476-028 (Lot 231)	18-25-452-011 (Lot 264)
18-25-429-005 (Lot 199)	18-25-476-029 (Lot 232)	18-25-452-010 (Lot 265)
18-25-429-004 (Lot 200)	18-25-476-030 (Lot 233)	18-25-452-009 (Lot 266)
18-25-429-008 (Lot 201)	18-25-476-031 (Lot 234)	18-25-452-008 (Lot 267)
18-25-429-009 (Lot 202)	18-25-476-032 (Lot 235)	18-25-452-007 (Lot 268)
18-25-429-010 (Lot 203)	18-25-476-033 (Lot 236)	18-25-452-006 (Lot 269)
18-25-429-011 (Lot 204)	18-25-476-034 (Lot 237)	18-25-452-005 (Lot 270)
18-25-429-012 (Lot 205)	18-25-476-035 (Lot 238)	18-25-452-004 (Lot 271)
18-25-429-013 (Lot 206)	18-25-476-036 (Lot 239)	18-25-452-003 (Lot 272)
18-25-429-014 (Lot 207)	18-25-479-005 (Lot 240)	18-25-452-002 (Lot 273)
18-25-429-015 (Lot 208)	18-25-479-004 (Lot 241)	18-25-452-001 (Lot 274)
18-25-429-016 (Lot 209)	18-25-479-003 (Lot 242)	18-25-403-005 (Lot 275)
18-25-429-017 (Lot 210)	18-25-479-002 (Lot 243)	18-25-403-004 (Lot 276)
18-25-429-018 (Lot 211)	18-25-479-001 (Lot 244)	18-25-403-003 (Lot 277)
18-25-429-019 (Lot 212)	18-25-456-010 (Lot 245)	18-25-403-002 (Lot 278)
18-25-429-020 (Lot 213)	18-25-456-009 (Lot 246)	18-25-401-007 (Outlot A)
18-25-429-021 (Lot 214)	18-25-456-008 (Lot 247)	18-25-401-008 (Outlot B)
18-25-429-022 (Lot 215)	18-25-456-007 (Lot 248)	18-25-428-001 (Outlot C)
18-25-429-023 (Lot 216)	18-25-456-006 (Lot 249)	18-25-451-005 (Outlot D)
18-25-429-024 (Lot 217)	18-25-456-005 (Lot 250)	18-25-405-004 (Outlot E)
18-25-476-015 (Lot 218)	18-25-456-004 (Lot 251)	18-25-403-001 (Outlot F)
18-25-476-016 (Lot 219)	18-25-456-003 (Lot 252)	18-25-476-014 (Outlot G)
18-25-476-017 (Lot 220)	18-25-456-002 (Lot 253)	18-25-476-013 (Outlot H)
18-25-476-018 (Lot 221)	18-25-456-001 (Lot 254)	18-36-205-015 (Outlot I)
18-25-476-019 (Lot 222)	18-25-455-005 (Lot 255)	18-25-402-001 (Outlot J)
18-25-476-020 (Lot 223)	18-25-455-004 (Lot 256)	18-25-454-001 (Outlot K)
18-25-476-021 (Lot 224)	18-25-455-003 (Lot 257)	18-25-458-018 (Outlot L)
18-25-476-022 (Lot 225)	18-25-455-002 (Lot 258)	18-25-457-001 (Outlot M)
18-25-476-023 (Lot 226)	18-25-455-001 (Lot 259)	18-25-401-001 (Outlot N)
18-25-476-024 (Lot 227)	18-25-452-015 (Lot 260)	18-25-429-007 (Outlot O)
18-25-476-025 (Lot 228)	18-25-452-014 (Lot 261)	

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

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

2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and
3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and
4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and
5. administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

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

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

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

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

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or

parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

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

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

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

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

THE RIGHT, HAVING A RADIUS OF 9,665.00 FEET AND A CHORD BEARING SOUTH 87 DEGREES 03 MINUTES 24 SECONDS EAST; 3) THENCE EASTERLY, 499.18 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9,805.00 FEET AND A CHORD BEARING SOUTH 88 DEGREES 18 MINUTES 09 SECONDS EAST; 4) THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 389.69 FEET; 5) THENCE SOUTH 34 DEGREES 33 MINUTES 48 SECONDS EAST, 18.24 FEET TO THE WEST LINE OF FAIRWAY VIEW DRIVE PER TERRACE HILL DEVELOPMENT UNIT NO. 1 RECORDED AS DOCUMENT 88R028428; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1230.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST, 165.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 200.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, 164.99 FEET TO THE WEST LINE OF SAID FAIRWAY VIEW DRIVE; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 81.00 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 7 IN SAID TERRACE HILL DEVELOPMENT; (THE FOLLOWING TWO COURSES ARE ALONG A BOUNDARY LINE OF SAID TERRACE HILL DEVELOPMENT); 1) THENCE SOUTH 89 DEGREES 45 MINUTES 35 SECONDS WEST, 140.00 FEET; 2) THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, 1029.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SAID SOUTH LINE BEING COINCIDENT WITH THE NORTH LINE OF TERRACE HILL SUBDIVISION UNITS 4, 6 AND 7); THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 2,296.24 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 PER DOCUMENT 97R064030; THE FOLLOWING FOUR COURSES ARE ALONG A BOUNDARY LINE OF SAID LOT 215); 1) SOUTH 03 DEGREES 49 MINUTES 16 SECONDS EAST, 185.97 FEET; 2) THENCE SOUTH 88 DEGREES 10 MINUTES 44 SECONDS WEST, 49.83 FEET; 3) THENCE WESTERLY, 50.44 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.00 FEET AND A CHORD BEARING SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST; 4) THENCE NORTH 03 DEGREES 13 MINUTES 43 SECONDS WEST, 191.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST 62.41 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS:

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

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 33 IN PRESTWICKE PHASE 2 PER DOCUMENT 97R050928; THENCE SOUTH 89 DEGREES 44 MINUTES 12 SECONDS EAST, 1302.38 FEET ALONG THE

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

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

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

AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 351.77 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 34 SECONDS EAST, 135.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 330.00 FEET; THENCE SOUTH 69 DEGREES 48 MINUTES 40 SECONDS WEST, 22.08 FEET; THENCE SOUTH 42 DEGREES 16 MINUTES 16 SECONDS WEST, 277.99 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES 33 SECONDS EAST, 262.52 FEET; THENCE SOUTH 43 DEGREES 32 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

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

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

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

PARCEL 1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 275 IN TRAILS OF WOODS CREEK PHASE 1 SUBDIVISION PER DOCUMENT 2020R0054323; (THE FOLLOWING 46 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1: 1) THENCE NORTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, 130.00 FEET; 2) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 50.95 FEET; 3) THENCE SOUTHERLY, 178.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST; 4) THENCE SOUTH 26 DEGREES 49 MINUTES 37 SECONDS EAST, 100.79 FEET; 5) THENCE SOUTHEASTERLY, 47.49 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 15 DEGREES 11 MINUTES 52 SECONDS EAST; 6) THENCE NORTH 86 DEGREES 25 MINUTES 53 SECONDS EAST, 200.24 FEET; 7) THENCE SOUTH 05 DEGREES 48 MINUTES 22 SECONDS WEST, 110.37 FEET; 8) THENCE SOUTH 27 DEGREES 02 MINUTES 53 SECONDS WEST, 134.12 FEET; 9) THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 146.18 FEET; 10) THENCE SOUTHWESTERLY, 24.74 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING SOUTH 20 DEGREES 59 MINUTES 26 SECONDS WEST; 11) THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 273.01 FEET; 12) THENCE SOUTH 57 DEGREES 33 MINUTES 22 SECONDS EAST, 126.44 FEET; 13) THENCE SOUTH 34 DEGREES 57 MINUTES 54 SECONDS EAST, 126.99 FEET; 14) THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, 207.05 FEET; 15) THENCE SOUTH 83 DEGREES 52 MINUTES 15 SECONDS EAST, 39.36 FEET; 16) THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, 11.69 FEET; 17) THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS WEST, 459.09 FEET; 18) THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 204.61 FEET; 19) THENCE SOUTH 69 DEGREES 06 MINUTES 11 SECONDS EAST, 146.44 FEET; 20) THENCE NORTHEASTERLY, 16.27 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 28 DEGREES 40 MINUTES 02 SECONDS EAST; 21) THENCE NORTH 53 DEGREES 33 MINUTES 46 SECONDS WEST, 139.28 FEET; 22) THENCE NORTH 48 DEGREES 19 MINUTES 47 SECONDS EAST, 120.20 FEET; 23) THENCE SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 250.91 FEET; 24) THENCE SOUTH 60 DEGREES 33 MINUTES 49 SECONDS EAST, 521.20 FEET; 25) THENCE SOUTHWESTERLY 110.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD THAT BEARS SOUTH 36 DEGREES 14 MINUTES 19 SECONDS WEST; 26) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 214.37 FEET; 27) THENCE SOUTH 60 DEGREES 33 MINUTES 57 SECONDS EAST, 135.00 FEET; 28) THENCE SOUTH 29 DEGREES 26 MINUTES 11 SECONDS WEST, 128.37 FEET; 29) THENCE SOUTH 47 DEGREES 24 MINUTES 37 SECONDS WEST, 73.92 FEET; 30) THENCE SOUTH 53 DEGREES 59 MINUTES 29 SECONDS WEST, 293.12 FEET; 31) THENCE SOUTH 58 DEGREES 27 MINUTES 51 SECONDS WEST, 85.69 FEET; 32) THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, 362.28 FEET; 33) THENCE NORTH 00 DEGREES 08 MINUTES 44

SECONDS WEST, 135.00 FEET; 34) THENCE SOUTH 83 DEGREES 34 MINUTES 49 SECONDS WEST, 64.05 FEET; 35) THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, 75.27 FEET; 36) THENCE SOUTH 35 DEGREES 10 MINUTES 37 SECONDS WEST, 94.44 FEET; 37) THENCE SOUTH 60 DEGREES 17 MINUTES 53 SECONDS WEST, 124.08 FEET; 38) THENCE NORTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, 276.63 FEET; 39) THENCE NORTH 14 DEGREES 13 MINUTES 44 SECONDS EAST, 137.71 FEET; 40) THENCE NORTHWESTERLY, 87.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 25 MINUTES 50 SECONDS WEST; 41) THENCE SOUTH 54 DEGREES 54 MINUTES 37 SECONDS WEST, 132.00 FEET; 42) THENCE NORTH 21 DEGREES 22 MINUTES 03 SECONDS WEST, 121.43 FEET, 43) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 493.66 FEET; 44) THENCE NORTH 27 DEGREES 02 MINUTES 53 SECONDS EAST, 211.41 FEET; 45) THENCE NORTH 27 DEGREES 15 MINUTES 15 SECONDS WEST, 212.48 FEET; 46) THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, 176.09 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2

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

FEET, 17) THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS WEST, 182.55 FEET; 18) THENCE SOUTH 84 DEGREES 12 MINUTES 18 SECONDS WEST, 93.84 FEET; 19) THENCE NORTH 87 DEGREES 13 MINUTES 01 SECONDS WEST, 93.72 FEET; 20) THENCE NORTH 55 DEGREES 17 MINUTES 08 SECONDS WEST, 93.72 FEET; 21) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 192.10 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY.

PARCEL 3

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

PARCEL 4

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT H IN TRAILS OF WOODS CREEK PHASE I SUBDIVISION PER DOCUMENT 2020R0054323; THENCE NORTH 59 DEGREES 16 MINUTES 33 SECONDS EAST, 377.51 FEET ALONG A WESTERLY LINE OF SAID OUTLOT H; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 713.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRAILS EDGE DRIVE AS DEDICATED PER DOCUMENT 2020R0054323; (THE

FOLLOWING SIX COURSES ARE ALONG RIGHT OF WAY LINES AS DEDICATED PER DOCUMENT 2020R0054323): 1) THENCE NORTH 43 DEGREES 32 MINUTES 27 SECONDS EAST, 201.00 FEET; 2) THENCE NORTH 46 DEGREES 27 MINUTES 33 SECONDS WEST, 280.12 FEET; 3) THENCE NORTHERLY, 181.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 05 MINUTES 39 SECONDS WEST; 4) THENCE NORTH 42 DEGREES 16 MINUTES 16 SECONDS EAST, 313.74 FEET; 5) THENCE EASTERLY, 97.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 01 MINUTES 21 SECONDS EAST; 6) THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 361.77 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING 7 COURSES ARE ALONG A BOUNDARY LINE OF SAID TRAILS OF WOODS CREEK PHASE 1): 1) THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 81.66 FEET ALONG THE LAST DESCRIBED COURSE; 2) THENCE NORTHEASTERLY, 110.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST; 3) THENCE SOUTH 51 DEGREES 28 MINUTES 48 SECONDS EAST, 139.39 FEET; 4) THENCE SOUTH 49 DEGREES 00 MINUTES 59 SECONDS WEST, 92.75 FEET; 5) THENCE SOUTH 68 DEGREES 47 MINUTES 00 SECONDS WEST, 92.75 FEET; 6) THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 129.45 FEET; 7) THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, 135.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

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

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

18-25-401-002 (Lot 1)	18-25-401-021 (Lot 18)	18-25-427-004 (Lot 35)
18-25-401-003 (Lot 2)	18-25-401-022 (Lot 19)	18-25-427-005 (Lot 36)
18-25-401-004 (Lot 3)	18-25-401-023 (Lot 20)	18-25-427-006 (Lot 37)
18-25-401-005 (Lot 4)	18-25-401-024 (Lot 21)	18-25-427-007 (Lot 38)
18-25-401-006 (Lot 5)	18-25-401-025 (Lot 22)	18-25-427-008 (Lot 39)
18-25-401-009 (Lot 6)	18-25-401-026 (Lot 23)	18-25-427-009 (Lot 40)
18-25-401-010 (Lot 7)	18-25-401-027 (Lot 24)	18-25-427-010 (Lot 41)
18-25-401-011 (Lot 8)	18-25-401-028 (Lot 25)	18-25-427-011 (Lot 42)
18-25-401-012 (Lot 9)	18-25-401-029 (Lot 26)	18-25-427-012 (Lot 43)
18-25-401-013 (Lot 10)	18-25-401-030 (Lot 27)	18-25-427-013 (Lot 44)
18-25-401-014 (Lot 11)	18-25-401-031 (Lot 28)	18-25-427-014 (Lot 45)
18-25-401-015 (Lot 12)	18-25-401-032 (Lot 29)	18-25-427-015 (Lot 46)
18-25-401-016 (Lot 13)	18-25-401-033 (Lot 30)	18-25-427-016 (Lot 47)
18-25-401-017 (Lot 14)	18-25-401-034 (Lot 31)	18-25-427-017 (Lot 48)
18-25-401-018 (Lot 15)	18-25-427-001 (Lot 32)	18-25-427-018 (Lot 49)
18-25-401-019 (Lot 16)	18-25-427-002 (Lot 33)	18-25-427-019 (Lot 50)
18-25-401-020 (Lot 17)	18-25-427-003 (Lot 34)	18-25-427-020 (Lot 51)

18-25-427-021 (Lot 52)	18-25-404-004 (Lot 98)	18-25-458-007 (Lot 144)
18-25-427-022 (Lot 53)	18-25-404-001 (Lot 99)	18-25-451-017 (Lot 145)
18-25-428-024 (Lot 54)	18-25-404-002 (Lot 100)	18-25-451-018 (Lot 146)
18-25-428-023 (Lot 55)	18-25-405-007 (Lot 101)	18-25-451-019 (Lot 147)
18-25-428-022 (Lot 56)	18-25-405-006 (Lot 102)	18-25-451-020 (Lot 148)
18-25-428-021 (Lot 57)	18-25-405-005 (Lot 103)	18-25-451-021 (Lot 149)
18-25-428-020 (Lot 58)	18-25-405-001 (Lot 104)	18-25-451-022 (Lot 150)
18-25-428-019 (Lot 59)	18-25-405-002 (Lot 105)	18-25-451-023 (Lot 151)
18-25-428-018 (Lot 60)	18-25-405-003 (Lot 106)	18-25-451-024 (Lot 152)
18-25-428-017 (Lot 61)	18-25-451-001 (Lot 107)	18-25-451-025 (Lot 153)
18-25-428-016 (Lot 62)	18-25-451-002 (Lot 108)	18-25-451-026 (Lot 154)
18-25-428-015 (Lot 63)	18-25-451-003 (Lot 109)	18-25-451-027 (Lot 155)
18-25-428-014 (Lot 64)	18-25-451-004 (Lot 110)	18-25-451-028 (Lot 156)
18-25-428-013 (Lot 65)	18-25-451-006 (Lot 111)	18-25-451-029 (Lot 157)
18-25-428-012 (Lot 66)	18-25-451-007 (Lot 112)	18-25-451-030 (Lot 158)
18-25-428-011 (Lot 67)	18-25-451-008 (Lot 113)	18-25-451-031 (Lot 159)
18-25-428-010 (Lot 68)	18-25-451-009 (Lot 114)	18-25-451-032 (Lot 160)
18-25-428-009 (Lot 69)	18-25-453-001 (Lot 115)	18-25-451-033 (Lot 161)
18-25-428-008 (Lot 70)	18-25-453-002 (Lot 116)	18-25-478-001 (Lot 162)
18-25-428-007 (Lot 71)	18-25-453-003 (Lot 117)	18-25-478-002 (Lot 163)
18-25-428-006 (Lot 72)	18-25-453-004 (Lot 118)	18-25-478-003 (Lot 164)
18-25-428-005 (Lot 73)	18-25-453-005 (Lot 119)	18-25-478-004 (Lot 165)
18-25-428-004 (Lot 74)	18-25-453-006 (Lot 120)	18-25-477-007 (Lot 166)
18-25-428-003 (Lot 75)	18-25-451-010 (Lot 121)	18-25-477-006 (Lot 167)
18-25-428-002 (Lot 76)	18-25-451-011 (Lot 122)	18-25-477-005 (Lot 168)
18-25-405-025 (Lot 77)	18-25-451-012 (Lot 123)	18-25-477-004 (Lot 169)
18-25-405-024 (Lot 78)	18-25-451-013 (Lot 124)	18-25-477-003 (Lot 170)
18-25-405-023 (Lot 79)	18-25-451-014 (Lot 125)	18-25-477-002 (Lot 171)
18-25-405-022 (Lot 80)	18-25-451-015 (Lot 126)	18-25-477-001 (Lot 172)
18-25-405-021 (Lot 81)	18-25-451-016 (Lot 127)	18-25-428-046 (Lot 173)
18-25-405-020 (Lot 82)	18-25-458-008 (Lot 128)	18-25-428-045 (Lot 174)
18-25-405-019 (Lot 83)	18-25-458-009 (Lot 129)	18-25-428-044 (Lot 175)
18-25-405-018 (Lot 84)	18-25-458-010 (Lot 130)	18-25-428-043 (Lot 176)
18-25-405-017 (Lot 85)	18-25-458-011 (Lot 131)	18-25-428-042 (Lot 177)
18-25-405-016 (Lot 86)	18-25-458-012 (Lot 132)	18-25-428-041 (Lot 178)
18-25-405-015 (Lot 87)	18-25-458-013 (Lot 133)	18-25-428-040 (Lot 179)
18-25-405-014 (Lot 88)	18-25-458-014 (Lot 134)	18-25-428-039 (Lot 180)
18-25-405-013 (Lot 89)	18-25-458-015 (Lot 135)	18-25-428-038 (Lot 181)
18-25-405-012 (Lot 90)	18-25-458-016 (Lot 136)	18-25-428-037 (Lot 182)
18-25-405-011 (Lot 91)	18-25-458-017 (Lot 137)	18-25-428-036 (Lot 183)
18-25-405-010 (Lot 92)	18-25-458-001 (Lot 138)	18-25-428-035 (Lot 184)
18-25-405-009 (Lot 93)	18-25-458-002 (Lot 139)	18-25-428-034 (Lot 185)
18-25-405-008 (Lot 94)	18-25-458-003 (Lot 140)	18-25-428-033 (Lot 186)
18-25-404-003 (Lot 95)	18-25-458-004 (Lot 141)	18-25-428-032 (Lot 187)
18-25-404-006 (Lot 96)	18-25-458-005 (Lot 142)	18-25-428-031 (Lot 188)
18-25-404-005 (Lot 97)	18-25-458-006 (Lot 143)	18-25-428-030 (Lot 189)

18-25-428-029 (Lot 190)	18-25-476-022 (Lot 225)	18-25-452-015 (Lot 260)
18-25-428-028 (Lot 191)	18-25-476-023 (Lot 226)	18-25-452-014 (Lot 261)
18-25-428-027 (Lot 192)	18-25-476-024 (Lot 227)	18-25-452-013 (Lot 262)
18-25-428-026 (Lot 193)	18-25-476-025 (Lot 228)	18-25-452-012 (Lot 263)
18-25-428-025 (Lot 194)	18-25-476-026 (Lot 229)	18-25-452-011 (Lot 264)
18-25-429-001 (Lot 195)	18-25-476-027 (Lot 230)	18-25-452-010 (Lot 265)
18-25-429-002 (Lot 196)	18-25-476-028 (Lot 231)	18-25-452-009 (Lot 266)
18-25-429-003 (Lot 197)	18-25-476-029 (Lot 232)	18-25-452-008 (Lot 267)
18-25-429-004 (Lot 198)	18-25-476-030 (Lot 233)	18-25-452-007 (Lot 268)
18-25-429-005 (Lot 199)	18-25-476-031 (Lot 234)	18-25-452-006 (Lot 269)
18-25-429-004 (Lot 200)	18-25-476-032 (Lot 235)	18-25-452-005 (Lot 270)
18-25-429-008 (Lot 201)	18-25-476-033 (Lot 236)	18-25-452-004 (Lot 271)
18-25-429-009 (Lot 202)	18-25-476-034 (Lot 237)	18-25-452-003 (Lot 272)
18-25-429-010 (Lot 203)	18-25-476-035 (Lot 238)	18-25-452-002 (Lot 273)
18-25-429-011 (Lot 204)	18-25-476-036 (Lot 239)	18-25-452-001 (Lot 274)
18-25-429-012 (Lot 205)	18-25-479-005 (Lot 240)	18-25-403-005 (Lot 275)
18-25-429-013 (Lot 206)	18-25-479-004 (Lot 241)	18-25-403-004 (Lot 276)
18-25-429-014 (Lot 207)	18-25-479-003 (Lot 242)	18-25-403-003 (Lot 277)
18-25-429-015 (Lot 208)	18-25-479-002 (Lot 243)	18-25-403-002 (Lot 278)
18-25-429-016 (Lot 209)	18-25-479-001 (Lot 244)	18-25-401-007 (Outlot A)
18-25-429-017 (Lot 210)	18-25-456-010 (Lot 245)	18-25-401-008 (Outlot B)
18-25-429-018 (Lot 211)	18-25-456-009 (Lot 246)	18-25-428-001 (Outlot C)
18-25-429-019 (Lot 212)	18-25-456-008 (Lot 247)	18-25-451-005 (Outlot D)
18-25-429-020 (Lot 213)	18-25-456-007 (Lot 248)	18-25-405-004 (Outlot E)
18-25-429-021 (Lot 214)	18-25-456-006 (Lot 249)	18-25-403-001 (Outlot F)
18-25-429-022 (Lot 215)	18-25-456-005 (Lot 250)	18-25-476-014 (Outlot G)
18-25-429-023 (Lot 216)	18-25-456-004 (Lot 251)	18-25-476-013 (Outlot H)
18-25-429-024 (Lot 217)	18-25-456-003 (Lot 252)	18-36-205-015 (Outlot I)
18-25-476-015 (Lot 218)	18-25-456-002 (Lot 253)	18-25-402-001 (Outlot J)
18-25-476-016 (Lot 219)	18-25-456-001 (Lot 254)	18-25-454-001 (Outlot K)
18-25-476-017 (Lot 220)	18-25-455-005 (Lot 255)	18-25-458-018 (Outlot L)
18-25-476-018 (Lot 221)	18-25-455-004 (Lot 256)	18-25-457-001 (Outlot M)
18-25-476-019 (Lot 222)	18-25-455-003 (Lot 257)	18-25-401-001 (Outlot N)
18-25-476-020 (Lot 223)	18-25-455-002 (Lot 258)	18-25-429-007 (Outlot O)
18-25-476-021 (Lot 224)	18-25-455-001 (Lot 259)	

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

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

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

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

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

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

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

At the public hearing, all interested persons, including all persons owning taxable real estate therein and electors, will be given an opportunity to be heard at the hearing regarding the proposed tax levy against the Area to finance the provision

of the Special Services, the proposed creation of the Special Service Area, its boundaries and any other issues relating to the proposed Special Service Area. The hearing may be adjourned by the Board of Trustees of the Village of Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

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

Dated this ____ day of _____, 2023.

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

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

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

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

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

Village President Debby Sosine

(SEAL)
ATTEST: _____
Village Clerk Fred Martin

Passed: _____
Approved: _____
Published: _____

Z:\A\AlgonquinVillageof\Ordinances\SSAOrd.trails creek.doc

CERTIFICATION

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

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

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

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

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

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

(SEAL)

FINAL PLAT OF SUBDIVISION FOR TRAILS OF WOODS CREEK PHASE 2

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:

Village of Algonquin, Michelle Weber (PRINT NAME)

2100 Harmish Drive (ADDRESS)

Algonquin, IL 60102 (CITY/TOWN) (STATE) (ZIP CODE)

TOTAL AREA OF SUBDIVISION

34.785 ACRES (MORE OR LESS)

PARCEL INDEX NUMBERS

- 18-25-400-003
- 18-25-400-023
- 18-25-400-029
- 18-25-400-030
- 18-25-426-004
- MCHENRY COUNTY

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED. ROADWAY MEDIAN OUTLOT BOUNDARIES WILL BE AT THE BACK OF CURB AS CONSTRUCTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

V.U.E. - INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

D.E. - INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

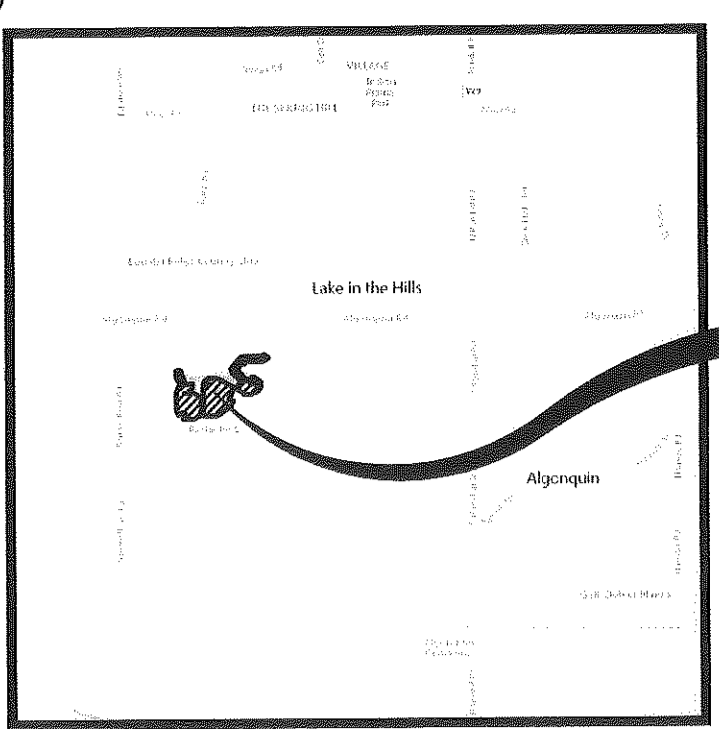
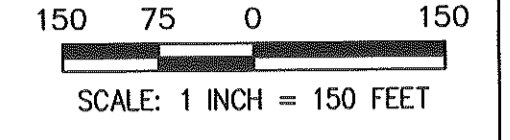
B.L. - BUILDING SETBACK LINE

THE BEARINGS SHOWN ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25-43-7 BEING N 89°44'12" W (ASSUMED).

GAP IN LOT & OUTLOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE TRAILS OF WOODS CREEK DEVELOPMENT.

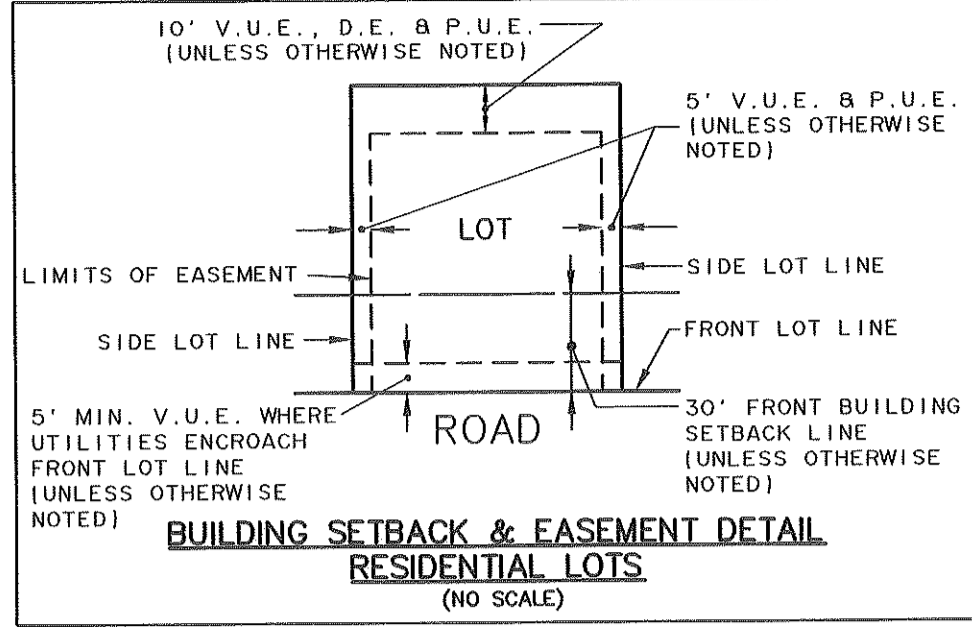
OUTLOTS K, L AND M TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ARE CONSIDERED OPEN SPACE.

F.I.P. = FOUND IRON PIPE (# AS SHOWN)
F.I.R. = FOUND IRON ROD (# AS SHOWN)



VICINITY MAP

SITE LOCATION



LEGEND

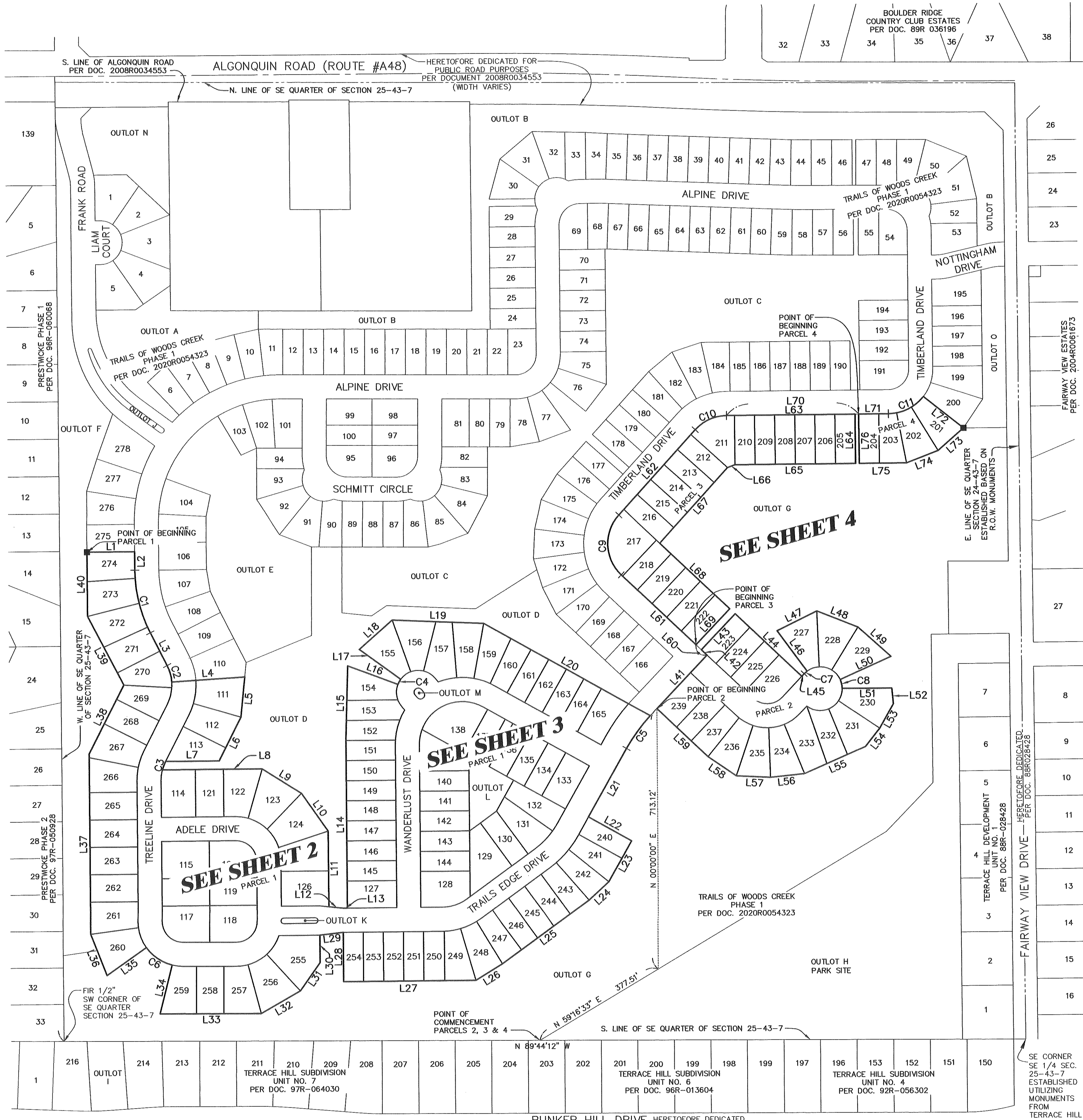
- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dotted Lines)
- LINE USED TO LOCATE EXCEPTIONS IN LEGAL DESCRIPTIONS (Single Dotted Lines)
- SET CONCRETE MONUMENT

CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING
C1	383.00'	178.14'	S 13°30'07" E
C2	117.00'	47.49'	S 15°11'52" E
C3	117.00'	24.74'	S 20°59'26" W
C4	60.00'	16.27'	N 28°40'02" E
C5	467.00'	110.88'	S 36°14'19" W
C6	123.00'	87.33'	N 55°25'50" W
C7	60.00'	10.70'	N 48°38'58" E
C8	60.00'	25.18'	S 12°09'07" E
C9	117.00'	181.19'	N 02°05'39" W
C10	117.00'	97.00'	N 66°01'21" E
C11	123.00'	110.03'	N 64°08'49" E

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 89°49'23" E	130.00'	L26	S 58°27'51" W	85.69'	L51	N 89°52'22" E	135.92'
L2	S 00°10'37" E	50.95'	L27	S 89°51'16" W	362.28'	L52	N 05°41'19" W	42.95'
L3	S 26°49'37" E	100.79'	L28	N 00°08'44" W	135.00'	L53	S 29°33'07" W	75.74'
L4	N 86°25'53" E	200.24'	L29	S 83°34'49" W	64.05'	L54	N 38°14'14" E	63.79'
L5	S 05°48'22" W	110.37'	L30	S 00°08'44" E	75.27'	L55	N 66°26'12" E	182.55'
L6	S 27°02'53" W	134.12'	L31	S 35°10'37" W	94.44'	L56	S 84°12'18" W	93.84'
L7	S 89°49'56" W	146.18'	L32	S 60°17'53" W	124.08'	L57	N 87°13'01" W	93.72'
L8	N 89°49'56" E	273.01'	L33	N 89°44'12" W	276.63'	L58	N 55°17'08" W	93.72'
L9	S 57°33'22" E	126.44'	L34	N 14°13'44" E	137.71'	L59	N 46°27'33" W	192.10'
L10	S 34°57'54" E	126.99'	L35	S 54°54'37" W	132.00'	L60	N 46°27'33" W	41.37'
L11	S 00°10'37" E	207.05'	L36	N 21°22'03" W	121.43'	L61	N 46°27'33" W	280.12'
L12	S 83°52'15" E	39.36'	L37	N 00°10'37" W	493.66'	L62	N 42°16'16" E	313.74'
L13	N 89°51'16" E	11.69'	L38	N 27°02'53" E	211.41'	L63	N 89°46'26" E	351.77'
L14	N 00°08'44" W	459.09'	L39	N 27°15'15" W	212.48'	L64	S 00°13'34" E	135.00'
L15	N 01°44'07" E	204.61'	L40	N 00°10'37" W	176.09'	L65	S 89°46'26" W	330.00'
L16	S 69°06'11" E	146.44'	L41	N 43°32'27" E	201.00'	L66	S 62°16'16" W	277.99'
L17	N 53°33'46" W	139.28'	L42	N 46°27'33" W	21.17'	L67	S 42°16'16" W	262.52'
L18	N 48°19'47" E	120.20'	L43	N 43°32'27" E	135.00'	L68	S 43°32'27" W	135.00'
L19	S 87°29'32" E	250.91'	L44	S 46°27'33" E	250.36'	L69	S 43°32'27" W	135.00'
L20	S 60°33'49" E	521.20'	L45	N 43°32'27" E	9.67'	L70	N 89°46'26" E	361.77'
L21	S 29°26'11" W	214.37'	L46	N 36°14'30" W	138.14'	L71	N 89°46'26" E	81.86'
L22	S 60°33'57" E	135.00'	L47	N 63°58'33" E	121.17'	L72	S 51°28'48" E	139.39'
L23	S 29°26'11" W	128.37'	L48	S 68°24'57" E	121.17'	L73	S 49°00'59" W	92.75'
L24	S 47°24'37" W	73.92'	L49	S 47°58'51" E	121.17'	L74	S 68°47'00" W	92.75'
L25	S 53°59'29" W	293.12'	L50	S 65°49'25" W	153.13'	L75	S 89°46'26" W	129.45'
						L76	N 00°13'34" W	135.00'



DRAWING PATH: F:\0213\WORK\SUBDIVISIONS\PLATS\SUBPLAT-2.DWG
PLOT FILE CREATED: 5/17/2021 BY: TONY BLUM

PREPARED FOR:
PULTE HOME COMPANY, LLC
1900 E. SCHAUMBURG ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-2592

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 402136 FILE NAME: SUBPLAT-2
DRAWN BY: AJB FLD. BK. / PG. NO.: D83\51-54
COMPLETION DATE: 07-10-20 JOB NO.: 402.136
REVISED 08-21-20/AJB PER VILLAGE REVIEW
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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>	June 13, 2023
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of a Special Service Area #8 for the Grand Reserve Subdivision

ACTION REQUESTED:

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

PREVIOUS ACTIONS:

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

DISCUSSION:

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

These special services include:

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

or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities.

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

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

RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance
- Grand Reserve Plat of Subdivision

ORDINANCE NO. 2023-O-__

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

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

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

§ 6. Powers of Home Rule Units.

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

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

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

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

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

LOTS 5, 6, 9, 10, 12, 13, 19, 20, 22, 27, 30, 31, 33, 38, 39, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 58, 99, 100, 101, 102 AND 106 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18,

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

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

LOTS 1, 2, 3, 4, 7, 8, 11, 14, 15,16, 17, 18, 21, 23, 24, 25, 26, 28, 29, 32, 34, 35, 36, 37, 40, 44, 55, 56, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 103, 104 AND 105 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS;

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

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

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

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

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

19-31-328-040 (Lot 17 Resub)	19-31-328-043 (Lot 20 Resub)	19-31-328-044 (Lot 21 Resub)
19-31-328-041 (Lot 18 Resub)	19-31-328-005 (Lot 5)	19-31-328-045 (Lot 22 Resub)
19-31-328-042 (Lot 19 Resub)	19-31-328-006 (Lot 6)	19-31-327-005 (Lot 9)

19-31-327-004 (Lot 10)	19-31-328-031 (Lot 53)	19-31-376-011 (Lot 48 Resub)
19-31-327-043 (Lot 16 Resub)	19-31-328-033 (Lot 54)	19-31-376-012 (Lot 49 Resub)
19-31-327-002 (Lot 12)	19-31-328-032 (Lot 54)	19-31-376-013 (Lot 50 Resub)
19-31-327-001 (Lot 13)	19-31-377-022 (Lot 93 Resub)	19-31-376-014 (Lot 51 Resub)
19-31-327-041 (Lot 15 Resub)	19-31-378-003 (Lot 96 Resub)	19-31-376-015 (Lot 52 Resub)
19-31-327-042 (Lot 14 Resub)	19-31-378-004 (Lot 97 Resub)	19-31-376-016 (Lot 53 Resub)
19-31-327-052 (Outlot 3 Resub)	19-31-378-005 (Lot 98 Resub)	19-31-327-053 (Lot 43 Resub)
19-31-327-044 (Lot 13 Resub)	19-31-379-004 (Lot 58)	19-31-327-054 (Lot 42 Resub)
19-31-327-045 (Lot 12 Resub)	19-31-379-005 (Lot 58)	19-31-327-055 (Lot 41 Resub)
19-31-327-046 (Lot 11 Resub)	19-31-379-006 (Lot 99 Resub)	19-31-327-056 (Lot 40 Resub)
19-31-327-011 (Lot 19)	19-31-379-007 (Lot 100 Resub)	19-31-327-057 (Lot 39 Resub)
19-31-327-012 (Lot 20)	19-31-379-008 (Lot 101 Resub)	19-31-327-058 (Lot 38 Resub)
19-31-327-047 (Lot 10 Resub)	19-31-379-009 (Lot 102 Resub)	19-31-327-059 (Lot 37 Resub)
19-31-327-014 (Lot 22)	19-31-379-010 (Lot 103 Resub)	19-31-327-060 (Lot 36 Resub)
19-31-327-048 (Lot 9 Resub)	19-31-379-011 (Lot 104 Resub)	19-31-327-061 (Lot 35 Resub)
19-31-327-049 (Lot 8 Resub)	19-31-379-012 (Lot 105 Resub)	19-31-327-062 (Lot 34 Resub)
19-31-327-050 (Lot 7 Resub)	19-31-379-013 (Lot 106 Resub)	19-31-327-063 (Lot 33 Resub)
19-31-327-051 (Lot 6 Resub)	19-31-379-014 (Lot 107 Resub)	19-31-327-064 (Lot 32 Resub)
19-31-327-019 (Lot 27)	19-31-379-015 (Lot 108 Resub)	19-31-327-065 (Lot 31 Resub)
19-31-327-068 (Lot 28 Resub)	19-31-379-016 (Lot 109 Resub)	19-31-327-066 (Lot 30 Resub)
19-31-327-069 (Lot 27 Resub)	19-31-379-017 (Lot 110 Resub)	19-31-327-067 (Lot 29 Resub)
19-31-326-016 (Lot 30)	19-31-377-016 (Lot 87 Resub)	19-31-327-070 (Lot 26 Resub)
19-31-326-015 (Lot 31)	19-31-377-017 (Lot 88 Resub)	19-31-327-071 (Lot 25 Resub)
19-31-326-025 (Lot 5 Resub)	19-31-377-018 (Lot 89 Resub)	19-31-327-072 (Lot 24 Resub)
19-31-326-013 (Lot 33)	19-31-377-019 (Lot 90 Resub)	19-31-327-073 (Lot 23 Resub)
19-31-326-024 (Lot 4 Resub)	19-31-377-020 (Lot 91 Resub)	19-31-327-039 (Lot 99)
19-31-326-023 (Lot 3 Resub)	19-31-377-021 (Lot 92 Resub)	19-31-327-040 (Lot 99)
19-31-326-022 (Lot 2 Resub)	19-31-329-007 (Lot 95 Resub)	19-31-381-003 (Lot 128 Resub)
19-31-326-021 (Lot 1 Resub)	19-31-329-008 (Lot 94 Resub)	19-31-326-019 (Outlot 1 Resub)
19-31-326-008 (Lot 38)	19-31-329-005 (Lot 63 Resub)	19-31-326-020 (Outlot 2 Resub)
19-31-326-007 (Lot 39)	19-31-329-006 (Lot 64 Resub)	19-31-376-017 (Outlot 4 Resub)
19-31-326-005 (Lot 41)	19-31-377-009 (Lot 65 Resub)	19-31-380-019 (Outlot 5 Resub)
19-31-326-004 (Lot 42)	19-31-377-010 (Lot 66 Resub)	19-31-380-018 (Lot 80 Resub)
19-31-326-003 (Lot 43)	19-31-377-011 (Lot 67 Resub)	19-31-380-017 (Lot 79 Resub)
19-31-328-035 (Lot 45)	19-31-377-012 (Lot 68 Resub)	19-31-380-016 (Lot 78 Resub)
19-31-328-034 (Lot 45)	19-31-377-013 (Lot 69 Resub)	19-31-380-015 (Lot 77 Resub)
19-31-328-038 (Lot 46)	19-31-377-014 (Lot 70 Resub)	19-31-380-014 (Lot 76 Resub)
19-31-328-039(Lot 46)	19-31-377-015 (Lot 71 Resub)	19-31-380-013 (Lot 75 Resub)
19-31-328-020(Lot 47)	19-31-376-018 (Lot 54 Resub)	19-31-380-012 (Lot 72 Resub)
19-31-328-021(Lot 47)	19-31-376-019 (Lot 55 Resub)	19-31-380-011 (Lot 73 Resub)
19-31-328-022(Lot 48)	19-31-376-020 (Lot 56 Resub)	19-31-380-010 (Lot 74 Resub)
19-31-328-023(Lot 48)	19-31-376-021 (Lot 57 Resub)	19-31-380-009 (Lot 86 Resub)
19-31-328-036(Lot 49)	19-31-376-022 (Lot 58 Resub)	19-31-380-008 (Lot 85 Resub)
19-31-328-037(Lot 49)	19-31-376-023 (Lot 59 Resub)	19-31-380-007 (Lot 84 Resub)
19-31-328-024 (Lot 50)	19-31-376-024 (Lot 60 Resub)	19-31-380-006 (Lot 83 Resub)
19-31-328-025 (Lot 50)	19-31-330-008 (Lot 62 Resub)	19-31-380-005 (Lot 82 Resub)
19-31-328-026 (Lot 51)	19-31-330-009 (Lot 61 Resub)	19-31-380-004 (Lot 81 Resub)
19-31-328-027 (Lot 51)	19-31-330-005 (Lot 44 Resub)	19-31-380-003 (Lot 105)
19-31-328-028(Lot 52)	19-31-330-006 (Lot 45 Resub)	19-31-381-004 (Lot 127 Resub)
19-31-328-029 (Lot 52)	19-31-330-007 (Lot 46 Resub)	19-31-381-005 (Lot 126 Resub)
19-31-328-030 (Lot 53)	19-31-376-010 (Lot 47 Resub)	19-31-381-006 (Lot 125 Resub)

19-31-381-007 (Lot 124 Resub)	19-31-381-016 (Lot 115 Resub)	19-31-382-005 (Lot 105)
19-31-381-008 (Lot 123 Resub)	19-31-381-017 (Lot 115 Resub)	19-31-382-006 (Lot 105)
19-31-381-009 (Lot 122 Resub)	19-31-381-018 (Lot 114 Resub)	19-31-382-008 (Lot 105)
19-31-381-010 (Lot 121 Resub)	19-31-381-019 (Lot 112 Resub)	19-31-351-001 (Lot 106)
19-31-381-011 (Lot 120 Resub)	19-31-381-020 (Lot 111 Resub)	19-31-326-017 (Lot 102)
19-31-381-012 (Lot 119 Resub)	19-31-382-001 (Lot 105)	19-31-328-009 (Lot 101)
19-31-381-013 (Lot 118 Resub)	19-31-382-002 (Lot 105)	19-31-327-022 (Lot 100)
19-31-381-014 (Lot 117 Resub)	19-31-382-003 (Lot 105)	
19-31-381-015 (Lot 116 Resub)	19-31-382-004 (Lot 105)	

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

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

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

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

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

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

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

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

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

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

LOTS 5, 6, 9, 10, 12, 13, 19, 20, 22, 27, 30, 31, 33, 38, 39, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 58, 99, 100, 101, 102 AND 106 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS; *and*

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

LOTS 1, 2, 3, 4, 7, 8, 11, 14, 15,16, 17, 18, 21, 23, 24, 25, 26, 28, 29, 32, 34, 35, 36, 37, 40, 44, 55, 56, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 103, 104 AND 105 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS;

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

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

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

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

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

19-31-328-040 (Lot 17 Resub)	19-31-328-038 (Lot 46)	19-31-329-006 (Lot 64 Resub)
19-31-328-041 (Lot 18 Resub)	19-31-328-039(Lot 46)	19-31-377-009 (Lot 65 Resub)
19-31-328-042 (Lot 19 Resub)	19-31-328-020(Lot 47)	19-31-377-010 (Lot 66 Resub)
19-31-328-043 (Lot 20 Resub)	19-31-328-021(Lot 47)	19-31-377-011 (Lot 67 Resub)
19-31-328-005 (Lot 5)	19-31-328-022(Lot 48)	19-31-377-012 (Lot 68 Resub)
19-31-328-006 (Lot 6)	19-31-328-023(Lot 48)	19-31-377-013 (Lot 69 Resub)
19-31-328-044 (Lot 21 Resub)	19-31-328-036(Lot 49)	19-31-377-014 (Lot 70 Resub)
19-31-328-045 (Lot 22 Resub)	19-31-328-037(Lot 49)	19-31-377-015 (Lot 71 Resub)
19-31-327-005 (Lot 9)	19-31-328-024 (Lot 50)	19-31-376-018 (Lot 54 Resub)
19-31-327-004 (Lot 10)	19-31-328-025 (Lot 50)	19-31-376-019 (Lot 55 Resub)
19-31-327-043 (Lot 16 Resub)	19-31-328-026 (Lot 51)	19-31-376-020 (Lot 56 Resub)
19-31-327-002 (Lot 12)	19-31-328-027 (Lot 51)	19-31-376-021 (Lot 57 Resub)
19-31-327-001 (Lot 13)	19-31-328-028(Lot 52)	19-31-376-022 (Lot 58 Resub)
19-31-327-041 (Lot 15 Resub)	19-31-328-029 (Lot 52)	19-31-376-023 (Lot 59 Resub)
19-31-327-042 (Lot 14 Resub)	19-31-328-030 (Lot 53)	19-31-376-024 (Lot 60 Resub)
19-31-327-052 (Outlot 3 Resub)	19-31-328-031 (Lot 53)	19-31-330-008 (Lot 62 Resub)
19-31-327-044 (Lot 13 Resub)	19-31-328-033 (Lot 54)	19-31-330-009 (Lot 61 Resub)
19-31-327-045 (Lot 12 Resub)	19-31-328-032 (Lot 54)	19-31-330-005 (Lot 44 Resub)
19-31-327-046 (Lot 11 Resub)	19-31-377-022 (Lot 93 Resub)	19-31-330-006 (Lot 45 Resub)
19-31-327-011 (Lot 19)	19-31-378-003 (Lot 96 Resub)	19-31-330-007 (Lot 46 Resub)
19-31-327-012 (Lot 20)	19-31-378-004 (Lot 97 Resub)	19-31-376-010 (Lot 47 Resub)
19-31-327-047 (Lot 10 Resub)	19-31-378-005 (Lot 98 Resub)	19-31-376-011 (Lot 48 Resub)
19-31-327-014 (Lot 22)	19-31-379-004 (Lot 58)	19-31-376-012 (Lot 49 Resub)
19-31-327-048 (Lot 9 Resub)	19-31-379-005 (Lot 58)	19-31-376-013 (Lot 50 Resub)
19-31-327-049 (Lot 8 Resub)	19-31-379-006 (Lot 99 Resub)	19-31-376-014 (Lot 51 Resub)
19-31-327-050 (Lot 7 Resub)	19-31-379-007 (Lot 100 Resub)	19-31-376-015 (Lot 52 Resub)
19-31-327-051 (Lot 6 Resub)	19-31-379-008 (Lot 101 Resub)	19-31-376-016 (Lot 53 Resub)
19-31-327-019 (Lot 27)	19-31-379-009 (Lot 102 Resub)	19-31-327-053 (Lot 43 Resub)
19-31-327-068 (Lot 28 Resub)	19-31-379-010 (Lot 103 Resub)	19-31-327-054 (Lot 42 Resub)
19-31-327-069 (Lot 27 Resub)	19-31-379-011 (Lot 104 Resub)	19-31-327-055 (Lot 41 Resub)
19-31-326-016 (Lot 30)	19-31-379-012 (Lot 105 Resub)	19-31-327-056 (Lot 40 Resub)
19-31-326-015 (Lot 31)	19-31-379-013 (Lot 106 Resub)	19-31-327-057 (Lot 39 Resub)
19-31-326-025 (Lot 5 Resub)	19-31-379-014 (Lot 107 Resub)	19-31-327-058 (Lot 38 Resub)
19-31-326-013 (Lot 33)	19-31-379-015 (Lot 108 Resub)	19-31-327-059 (Lot 37 Resub)
19-31-326-024 (Lot 4 Resub)	19-31-379-016 (Lot 109 Resub)	19-31-327-060 (Lot 36 Resub)
19-31-326-023 (Lot 3 Resub)	19-31-379-017 (Lot 110 Resub)	19-31-327-061 (Lot 35 Resub)
19-31-326-022 (Lot 2 Resub)	19-31-377-016 (Lot 87 Resub)	19-31-327-062 (Lot 34 Resub)
19-31-326-021 (Lot 1 Resub)	19-31-377-017 (Lot 88 Resub)	19-31-327-063 (Lot 33 Resub)
19-31-326-008 (Lot 38)	19-31-377-018 (Lot 89 Resub)	19-31-327-064 (Lot 32 Resub)
19-31-326-007 (Lot 39)	19-31-377-019 (Lot 90 Resub)	19-31-327-065 (Lot 31 Resub)
19-31-326-005 (Lot 41)	19-31-377-020 (Lot 91 Resub)	19-31-327-066 (Lot 30 Resub)
19-31-326-004 (Lot 42)	19-31-377-021 (Lot 92 Resub)	19-31-327-067 (Lot 29 Resub)
19-31-326-003 (Lot 43)	19-31-329-007 (Lot 95 Resub)	19-31-327-070 (Lot 26 Resub)
19-31-328-035 (Lot 45)	19-31-329-008 (Lot 94 Resub)	19-31-327-071 (Lot 25 Resub)
19-31-328-034 (Lot 45)	19-31-329-005 (Lot 63 Resub)	19-31-327-072 (Lot 24 Resub)

19-31-327-073 (Lot 23 Resub)	19-31-380-008 (Lot 85 Resub)	19-31-381-016 (Lot 115 Resub)
19-31-327-039 (Lot 99)	19-31-380-007 (Lot 84 Resub)	19-31-381-017 (Lot 115 Resub)
19-31-327-040 (Lot 99)	19-31-380-006 (Lot 83 Resub)	19-31-381-018 (Lot 114 Resub)
19-31-381-003 (Lot 128 Resub)	19-31-380-005 (Lot 82 Resub)	19-31-381-019 (Lot 112 Resub)
19-31-326-019 (Outlot 1 Resub)	19-31-380-004 (Lot 81 Resub)	19-31-381-020 (Lot 111 Resub)
19-31-326-020 (Outlot 2 Resub)	19-31-380-003 (Lot 105)	19-31-382-001 (Lot 105)
19-31-376-017 (Outlot 4 Resub)	19-31-381-004 (Lot 127 Resub)	19-31-382-002 (Lot 105)
19-31-380-019 (Outlot 5 Resub)	19-31-381-005 (Lot 126 Resub)	19-31-382-003 (Lot 105)
19-31-380-018 (Lot 80 Resub)	19-31-381-006 (Lot 125 Resub)	19-31-382-004 (Lot 105)
19-31-380-017 (Lot 79 Resub)	19-31-381-007 (Lot 124 Resub)	19-31-382-005 (Lot 105)
19-31-380-016 (Lot 78 Resub)	19-31-381-008 (Lot 123 Resub)	19-31-382-006 (Lot 105)
19-31-380-015 (Lot 77 Resub)	19-31-381-009 (Lot 122 Resub)	19-31-382-008 (Lot 105)
19-31-380-014 (Lot 76 Resub)	19-31-381-010 (Lot 121 Resub)	19-31-351-001 (Lot 106)
19-31-380-013 (Lot 75 Resub)	19-31-381-011 (Lot 120 Resub)	19-31-326-017 (Lot 102)
19-31-380-012 (Lot 72 Resub)	19-31-381-012 (Lot 119 Resub)	19-31-328-009 (Lot 101)
19-31-380-011 (Lot 73 Resub)	19-31-381-013 (Lot 118 Resub)	19-31-327-022 (Lot 100)
19-31-380-010 (Lot 74 Resub)	19-31-381-014 (Lot 117 Resub)	
19-31-380-009 (Lot 86 Resub)	19-31-381-015 (Lot 116 Resub)	

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

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

1. maintenance, restoration, preservation and replanting of vegetation and landscaping in and around any or all of the outlots within the Area, which are not owned by the Village, as deemed necessary and appropriate by the Corporate Authorities; and
2. maintenance, repair, restoration, dredging and removal of sediment or obstructions of and/or from any stormwater management, detention or retention area within any of the outlots within the Area, which are not owned by the Village, as well as any cutting of grass or replanting of vegetation or landscaping within any of the outlots within the Area as deemed necessary and appropriate by the Corporate Authorities; and
3. maintenance, repair, restoration and re-installation of stormwater facilities situated on any outlot within the Area as deemed necessary and appropriate by the Corporate Authorities; and
4. maintenance, restoration, repair, replacement of any subdivision monument sign within or proximate to the Area as deemed necessary and appropriate by the Corporate Authorities; and

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

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

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

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

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

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

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

Dated this ____ day of _____, 2023.

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

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

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

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

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____

Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

Z:\A\AlgonquinVillageof\Grand Reserve Algonquin\SSAOrd.doc

CERTIFICATION

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

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

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

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

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

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

(SEAL)

FINAL PLAT OF SUBDIVISION OF GRAND RESERVE RESUBDIVISION ALGONQUIN, IL

PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

OWNER & SUBDIVIDER

Forestar
750 Bunker Court - Suite 500
Vernon Hills, IL 60061
847-984-4891

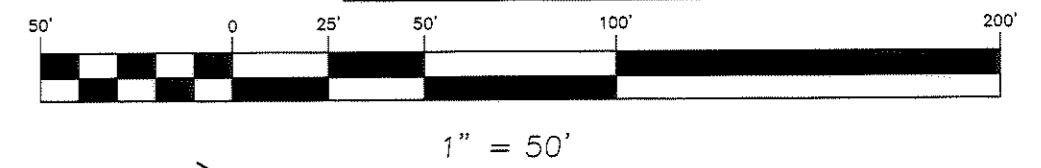
SURVEYOR

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200

BASIS OF BEARINGS

ASSUMED THE NORTH LINE OF THE SW 1/4 OF SECTION 31-43-8 TO BE: S 89°47'47" E
CONVERSION TO BEARINGS PER RECORDED PLAT, DOC. NO. 2004R0049463 IS: 0°44'36"

GRAPHIC SCALE



ABBREVIATIONS

- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- (REC) RECORD DATUM
- MEAS. MEASURED DATUM
- [CALC] CALCULATED DATUM
- <DEED> INFORMATION TAKEN FROM DEED
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- N NORTH
- S SOUTH
- E EAST
- W WEST
- CB CHORD BEARING
- A ARC LENGTH
- R RADIUS
- U.E. UTILITY EASEMENT
- EX. EXISTING
- PRO. PROPOSED

LEGEND

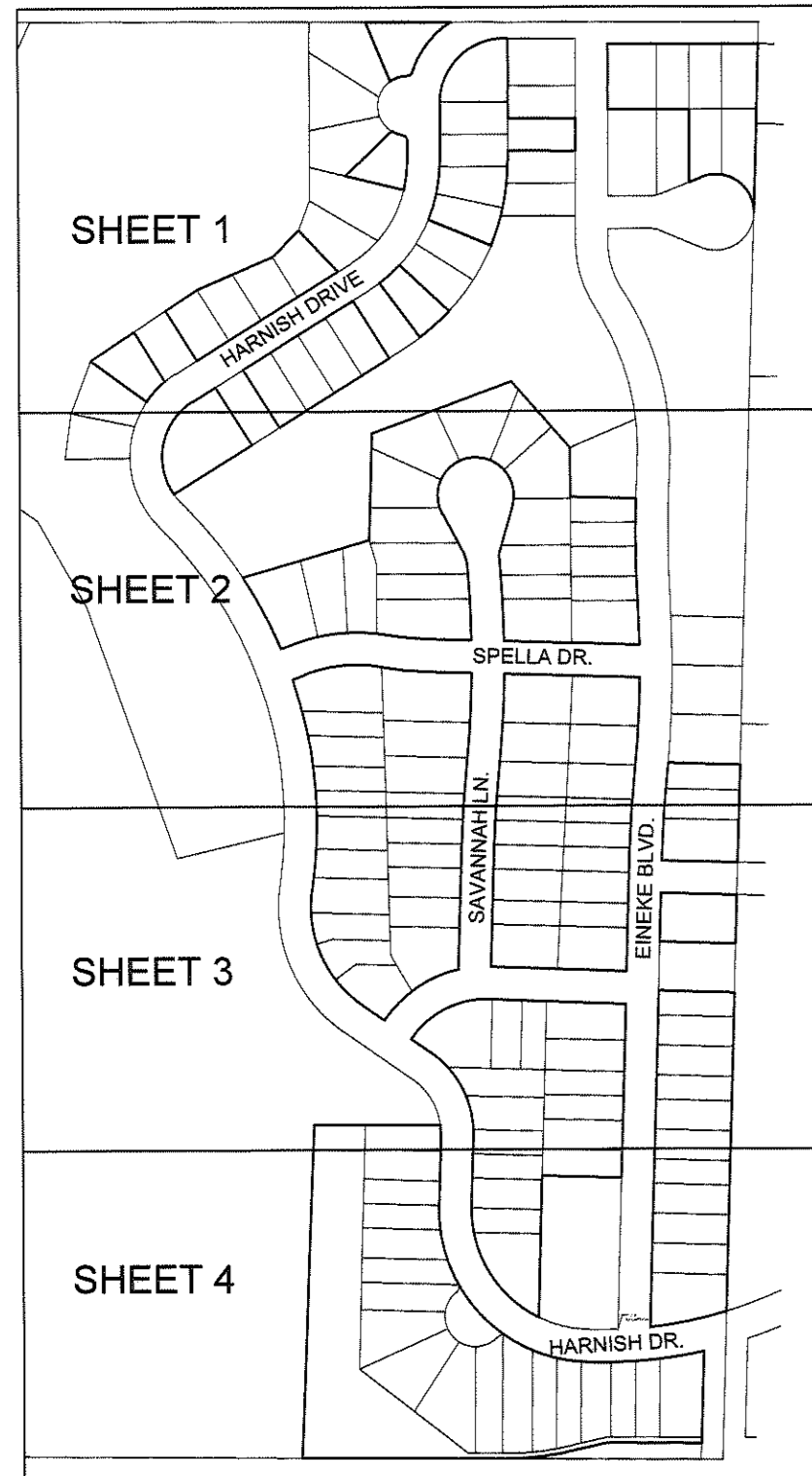
- SUBDIVISION PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- - - PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - PROPOSED LOT LINE
- - - EX. & PRO. CENTERLINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE
- - - EX. & PRO. BUILDING SETBACK LINE
- - - SECTION LINE
- - - UNDERLYING LOT LINE
- ⊙ UNDERLYING LOT NUMBER
- ⊙ FOUND DISK IN CONCRETE
- ⊙ FBD FOUND BRASS DISC
- ⊙ FOUND ROW MARKER
- ⊙ FIR FOUND IRON ROD
- ⊙ FRS FOUND RAILROAD SPIKE
- ⊙ FPK FOUND PK NAIL
- ⊙ FMN FOUND MAG NAIL
- ⊙ FCC FOUND CUT CROSS
- ⊙ FIP FOUND IRON PIPE
- ⊙ FIB FOUND IRON BAR
- SCM CONCRETE MONUMENT
- ▨ BLANKET EASEMENT HEREBY ABBROGATED AND VACATED

TOTAL AREA

LOTS 1 - 128	1,052,098 SQ. FT.	24,1528 ACRES
OUTLOTS 1, 2, 4 AND 5	37,534 SQ. FT.	0.8617 ACRES
OUTLOTS 3 AND 6	99,862 SQ. FT.	2.2925 ACRES
ROW (HARNISH ROAD)	6,301 SQ. FT.	0.1446 ACRES
TOTAL	1,195,798 SQ. FT.	27.4516 ACRES

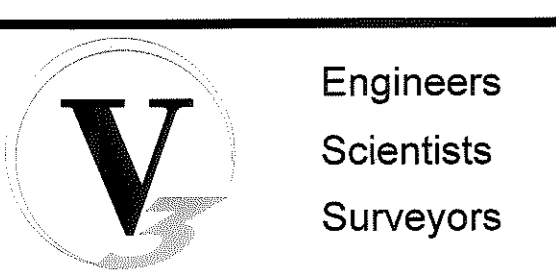
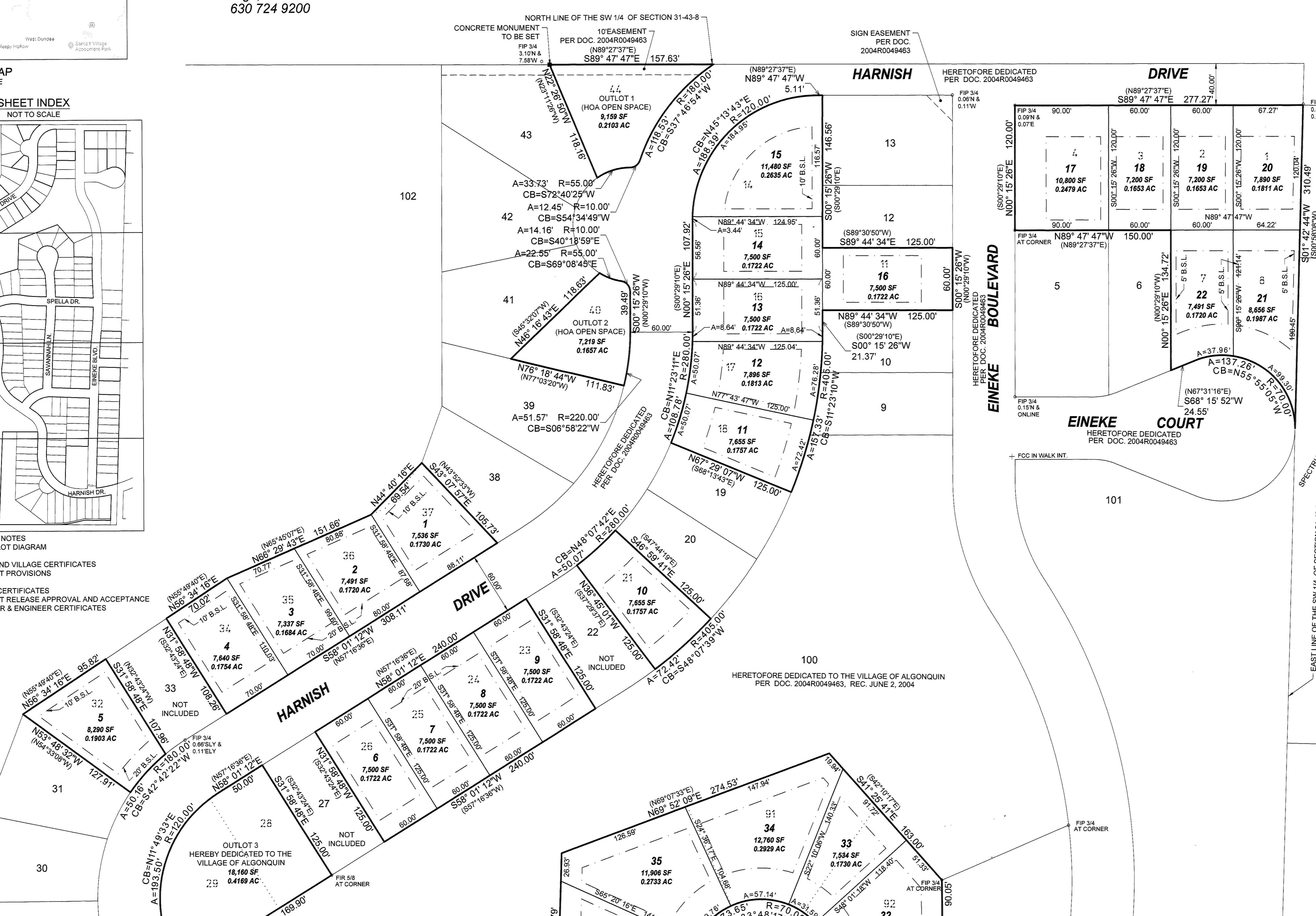
VICINITY MAP

SHEET INDEX



- PIN:**
- 19-31-327-020
 - 19-31-327-021
 - 19-31-327-023
 - 19-31-327-024
 - 19-31-327-025
 - 19-31-327-026
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- SHEET 2: GENERAL NOTES
TYPICAL LOT DIAGRAM
- SHEET 3: OWNER AND VILLAGE CERTIFICATES
EASEMENT PROVISIONS
- SHEET 4: COUNTY CERTIFICATES
EASEMENT RELEASE APPROVAL AND ACCEPTANCE
SURVEYOR & ENGINEER CERTIFICATES



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
Forestar
750 Bunker Court - Suite 500
Vernon Hills, IL 60061
847.984.4891

REVISIONS	
NO.	DESCRIPTION
1.	06/16/21 REVISED PER VILLAGE COMMENT
2.	06/18/21 REVISED PER CLIENT COMMENT
3.	06/29/21 REVISED PER VILLAGE COMMENT
4.	08/25/21 REVISED RADIUS LABEL EASTERLY OF LOTS 11-13

FINAL PLAT OF SUBDIVISION			
GRAND RESERVE RESUBDIVISION - ALGONQUIN, IL			
DRAFTING COMPLETED:	05/19/21	DRAWN BY:	EJM
PROJECT MANAGER:	EJM	CHECKED BY:	EJM
FIELD WORK COMPLETED:	N/A	SCALE:	1" = 50'

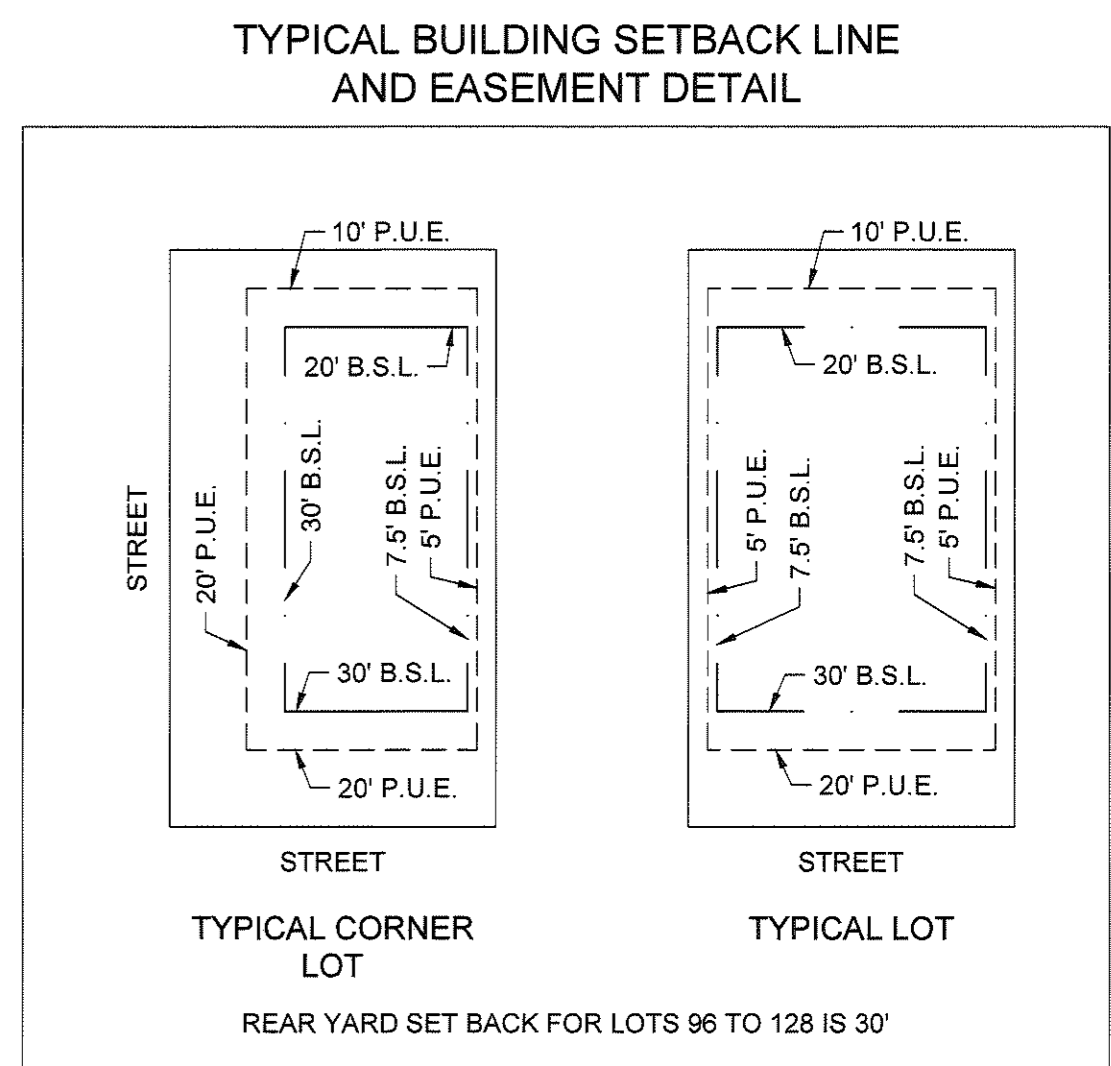
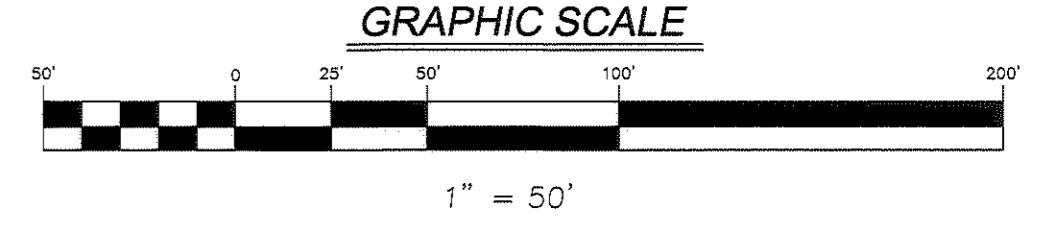
Project No: 19437.FS
Group No: VP04.1
SHEET NO. 1 of 4

FINAL PLAT OF SUBDIVISION OF GRAND RESERVE RESUBDIVISION ALGONQUIN, IL

PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 43 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHEENRY COUNTY, ILLINOIS.



BASIS OF BEARINGS
ASSUMED THE NORTH LINE OF THE SW 1/4 OF SECTION 31-43-8 TO BE: S 89°47'47" E
CONVERSION TO BEARINGS PER RECORDED PLAT, DOC. NO. 2004R0049463 IS: 0°44'36"



- SURVEYOR'S NOTES:**
- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
 - SUBDIVIDED LOTS AND EXTERIOR BOUNDARY CORNERS SHALL BE MONUMENTED WITH 5/8" CAPPED IRON RODS, UNLESS SHOWN OTHERWISE, IN CONFORMANCE WITH STATE STATUTES AND LOCAL SUBDIVISION CONTROL ORDINANCES WITHIN 18 MONTHS OF RECORDATION OF THE PLAT.
 - ALL ROADS / RIGHT-OF-WAYS LABELED HEREON AS "HEREBY DEDICATED" ARE HEREBY DEDICATED TO THE VILLAGE OF ALGONQUIN AS PUBLIC RIGHT-OF-WAYS.

V
Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
Forestar
750 Bunker Court - Suite 500
Vernon Hills, IL 60061
847.984.4891

NO.		DATE		DESCRIPTION	
1.	06/16/21	REVISED PER VILLAGE COMMENT			
2.	06/18/21	REVISED PER CLIENT COMMENT			
3.	06/29/21	REVISED PER VILLAGE COMMENT			
4.	08/25/21	REVISED RADIUS LABEL EASTERLY OF LOTS 11-13			

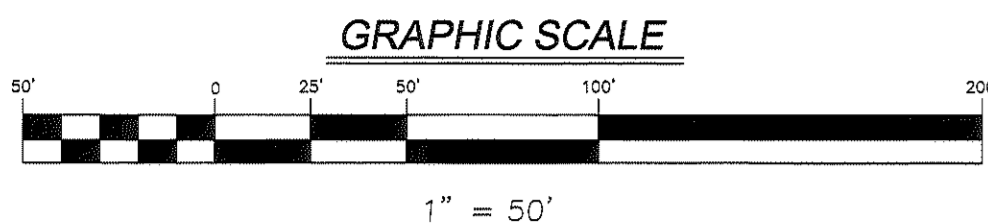
FINAL PLAT OF SUBDIVISION
GRAND RESERVE RESUBDIVISION - ALGONQUIN, IL

Project No: 19437.FS
Group No: VP04.1

DRAFTING COMPLETED:	05/19/21	DRAWN BY:	EJM	PROJECT MANAGER:	EJM	SHEET NO.	2 of 4
FIELD WORK COMPLETED:	N/A	CHECKED BY:	EJM	SCALE:	1" = 50'		

BASIS OF BEARINGS

ASSUMED THE NORTH LINE OF THE SW 1/4 OF SECTION 31-43-8 TO BE: S 89°47'47" E
CONVERSION TO BEARINGS PER RECORDED PLAT, DOC. NO. 2004R0049463 IS: 0°44'36"



OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McHENRY) SS

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

TO THE BEST OF THE OWNERS KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES ARE

LOT NUMBER(S) SCHOOL DISTRICT
ALL SCHOOL DISTRICT #300
FORESTAR (USA) REAL ESTATE GROUP, INC.
100 BUNKER COURT - SUITE 500
ADDRESS
DATED THIS 10th DAY OF SEPTEMBER, 2021.

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McHENRY) SS

I, Scharlet M. Belokon, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID K. SWANEY PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLATS AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 10 DAY OF September, 2021.

Scharlet M. Belokon
NOTARY PUBLIC
My Commission Expires October 25, 2022

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McHENRY & KANE) SS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, McHENRY COUNTY AND KANE COUNTY, ILLINOIS THIS 17th DAY OF September, 2021.

Debra J. Deane
VILLAGE PRESIDENT
Lu Ann
VILLAGE CLERK

PLAN COMMISSION/BOARD OF APPEALS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McHENRY & KANE) SS

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

DATED THIS 16th DAY OF September, 2021.

James P. Rubin
CHAIRPERSON

PLAN COMMISSION/BOARD OF APPEALS SECRETARY

CERTIFICATE AS TO SPECIAL ASSESSMENTS
STATE OF ILLINOIS)
COUNTY OF McHENRY & KANE) SS

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

DATED AT ALGONQUIN, McHENRY AND LAKE COUNTIES, ILLINOIS,

THIS 16th DAY OF September, 2021.

Tim Schlonger
VILLAGE COLLECTOR

FINAL PLAT OF SUBDIVISION OF GRAND RESERVE RESUBDIVISION ALGONQUIN, IL

PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, McHENRY COUNTY, ILLINOIS.



COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McHENRY) SS
I, Joseph J. Tiro, COUNTY CLERK OF McHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL IN WOODSTOCK, ILLINOIS THIS 14th DAY OF October, A.D. 2021.

Joseph J. Tiro
McHENRY COUNTY CLERK

RECORDER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McHENRY) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF McHENRY COUNTY, ILLINOIS, THIS

14th DAY OF October, 2021 AT 9:17 O'CLOCK A.M. AND RECORDED IN MAP BOOK

PAGE AS DOCUMENT NUMBER 2021R0055953

Joseph J. Tiro
McHENRY COUNTY RECORDER

VILLAGE UTILITY EASEMENT PROVISIONS
THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENTS" AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED "UTILITY EASEMENTS". SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEM OF THE VILLAGE OF ALGONQUIN EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY. ANY MORTGAGE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE OF THE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL.

PUBLIC UTILITY EASEMENT PROVISIONS FOR ELECTRIC AND COMMUNICATION SERVICES
UTILITY COMPANIES PROVIDING ELECTRIC OR COMMUNICATIONS SERVICES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS. TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREE, SHRUBS OR SAPPLINGS, WITHIN VILLAGE GUIDELINES AND SUPERVISION, THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PUBLIC UTILITY EASEMENT PROVISIONS FOR NICOR GAS COMPANY
NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS SAID EASEMENT TO BE FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL.

Engineers Scientists Surveyors
7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

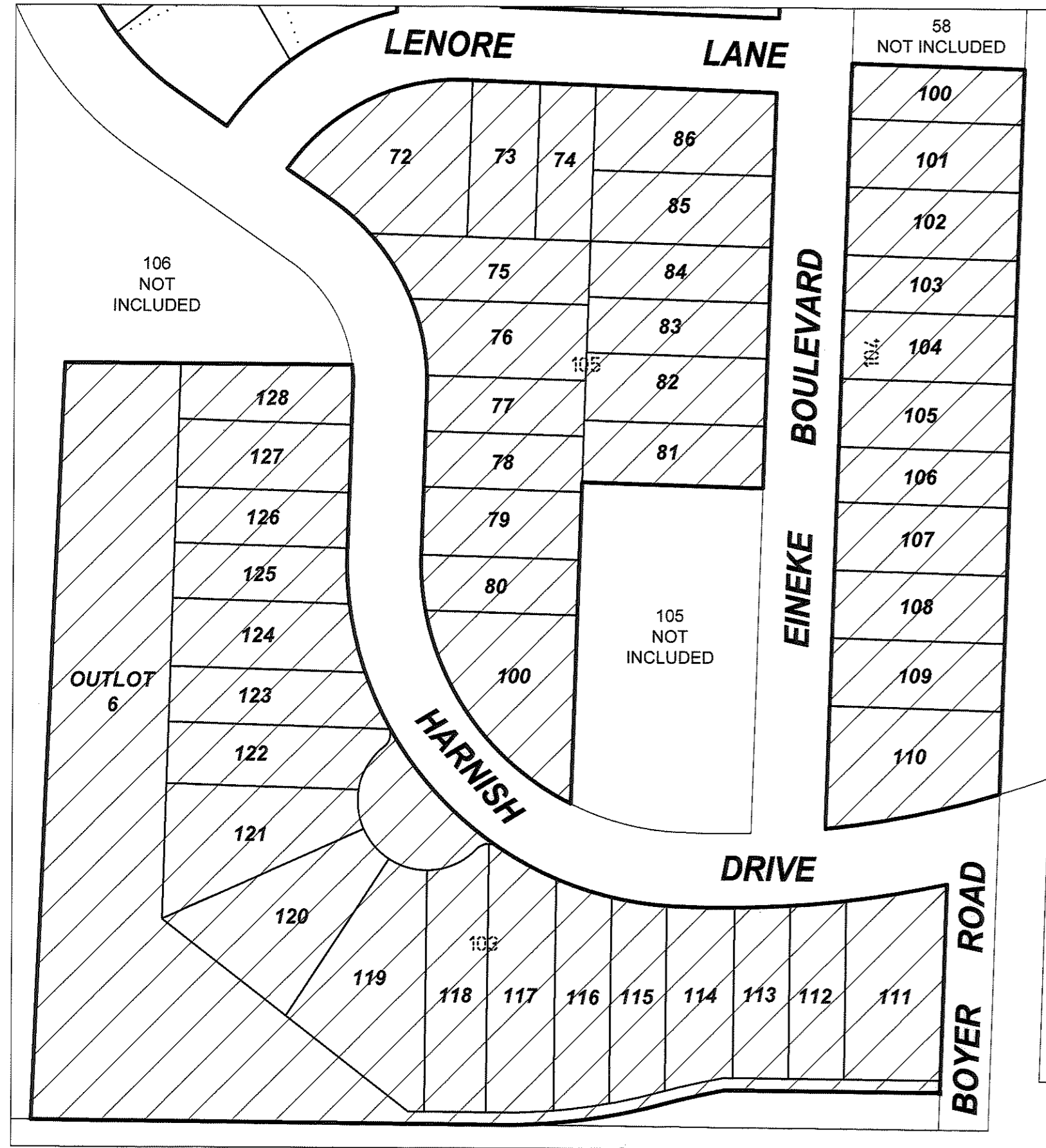
PREPARED FOR:
Forestar
750 Bunker Court - Suite 500
Vernon Hills, IL 60061
847.984.4891

REVISIONS table with columns: NO., DATE, DESCRIPTION, NO., DATE, DESCRIPTION

FINAL PLAT OF SUBDIVISION
GRAND RESERVE RESUBDIVISION - ALGONQUIN, IL
Project No: 19437.FS
Group No: VP04.1
DRAFTING COMPLETED: 05/19/21 DRAWN BY: EJM PROJECT MANAGER: EJM SHEET NO. 3 of 4
FIELD WORK COMPLETED: N/A CHECKED BY: EJM SCALE: 1" = 50'

BLANKET EASEMENTS HEREBY ABROGATED AND VACATED

SCALE 1" = 100'



BLANKET EASEMENT OVER LOTS 103, 104 AND PART OF LOT 105 PER DOCUMENT R2004R0049463 & 2004R0055483 HEREBY ABROGATED AND VACATED (HATCHED AREA)

SURVEYOR'S CERTIFICATE

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

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

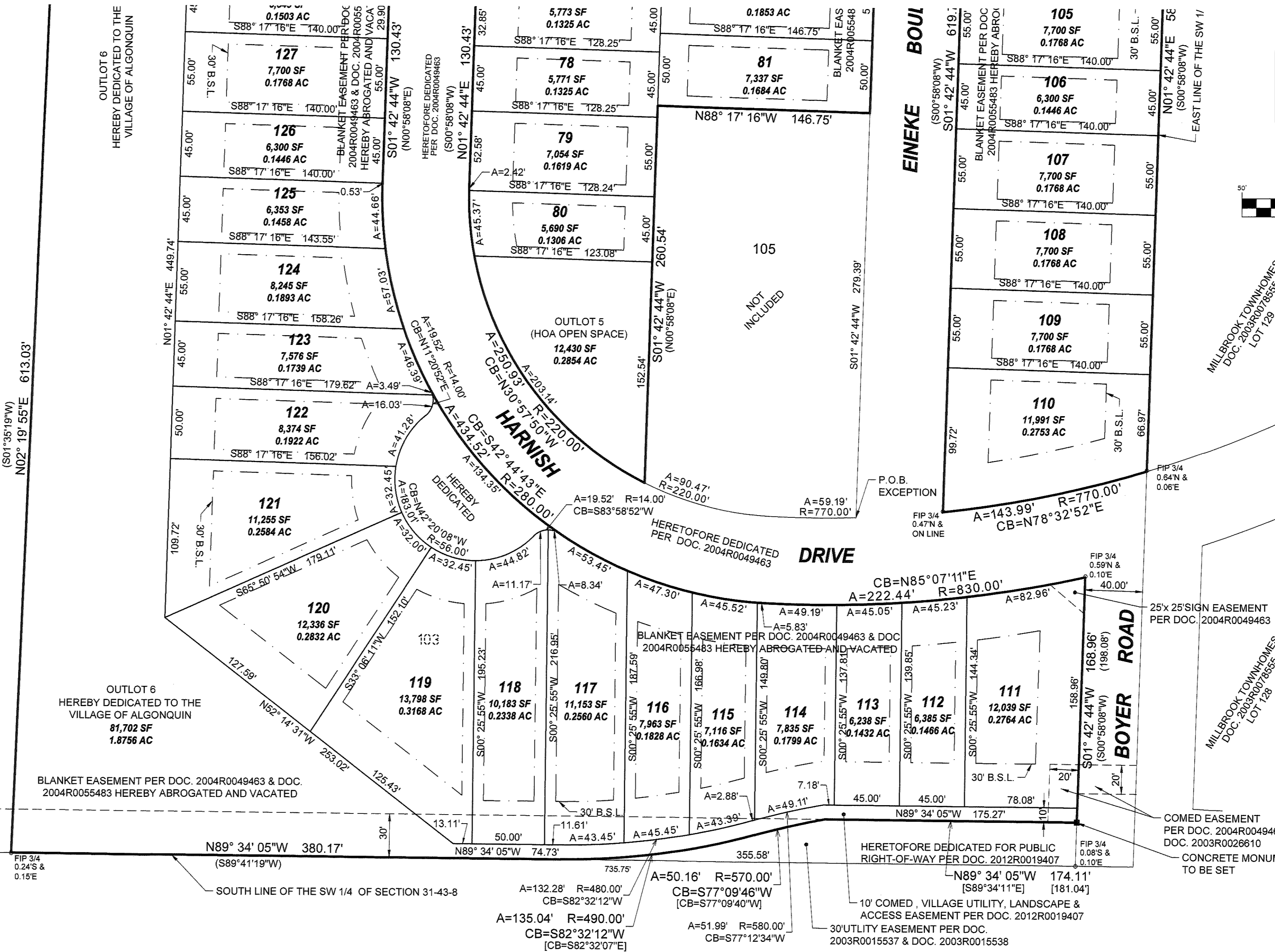
DATED THIS 2ND DAY OF SEPTEMBER, A.D., 2021.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.



FINAL PLAT OF SUBDIVISION OF GRAND RESERVE RESUBDIVISION ALGONQUIN, IL

PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.



BASIS OF BEARINGS

ASSUMED THE NORTH LINE OF THE SW 1/4 OF SECTION 31-43-8 TO BE S 89°47'47" E
CONVERSION TO BEARINGS PER RECORDED PLAT, DOC. NO. 2004R0049463 IS 0°44'36"

GRAPHIC SCALE



THIS PLAT PRESENTED BY:

Village of Algonquin
Deputy Clerk, Michelle Weber
2400 Harnish Dr.
Algonquin, IL 60102

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communication services is hereby reserved for and granted to: Commonwealth Edison Company and SBC Illinois a.k.a. Illinois Bell Telephone Company, Grantees.

Their respective licensees, successors and assigns jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guy wires, cables, conduits, manholes, transformers, equipment cabinets or other facilities...

The term "Common Easement" shall have the meaning set forth for such term in the "Condominium Property Act," Chapter 95 ILCS 995/2(c), as amended from time to time.

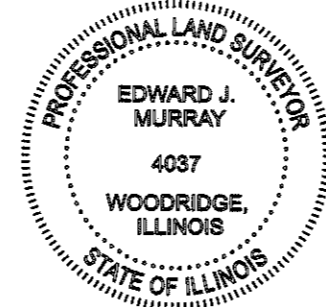
PERMISSION TO RECORD

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, EDWARD J. MURRAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE TO RECORD THIS PLAT OF GRAND RESERVE RESUBDIVISION WITH THE MCHENRY COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES.

THIS 2ND DAY OF SEPTEMBER, A.D., 2021.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.

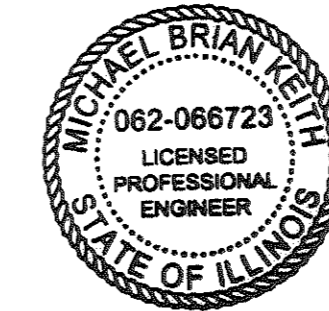


SURFACE WATER DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF. OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 8th DAY OF SEPTEMBER 2021.

MICHAEL BRIAN HEYRICH
LICENSED PROFESSIONAL ENGINEER
MICHAEL B. KEI
REGISTERED PROFESSIONAL ENGINEER



Exp 11/30/21

EASEMENT ABROGATION AND VACATION APPROVED AND ACCEPTED

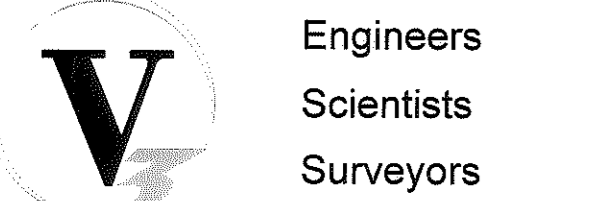
COMMONWEALTH EDISON COMPANY
BY: [Signature] DATE 10-5-2021
TITLE: Sr. Real Estate Rep

AMERITECH - A T T
BY: [Signature] DATE 9-30-2021
TITLE: Manager - A-T-T Row

NORTHERN ILLINOIS GAS COMPANY
BY: [Signature] DATE 9-21-2021
TITLE: LAND AGENT

CABLE TV - COMCAST
BY: [Signature] DATE 10-6-21
TITLE: RIGHT-OF-WAY ENGINEER

VILLAGE OF ALGONQUIN
BY: [Signature] DATE Oct 14, 2021
TITLE: Deputy Village Clerk



Engineers
Scientists
Surveyors
7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
Forestar
750 Bunker Court - Suite 500
Vernon Hills, IL 60061
847.984.4891

Table with columns: NO., DATE, DESCRIPTION, REVISIONS NO., DATE, DESCRIPTION. Contains revision history for the plat.

FINAL PLAT OF SUBDIVISION GRAND RESERVE RESUBDIVISION - ALGONQUIN, IL

DRAFTING COMPLETED: 05/19/21 DRAWN BY: EJM PROJECT MANAGER: EJM
FIELD WORK COMPLETED: N/A CHECKED BY: EJM SCALE: 1" = 50' SHEET NO. 4 of 4

Project No: 19437.FS
Group No: VP04.1



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>	June 13, 2023
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of a Special Service Area #9 for the Algonquin Road Subdivision

ACTION REQUESTED:

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

PREVIOUS ACTIONS:

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

DISCUSSION:

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

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

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

RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance
- Algonquin Road Plat of Subdivision

ORDINANCE NO. 2023-0-__

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

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

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

§ 6. Powers of Home Rule Units.

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

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

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

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

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF STATE ROUTE 62, THENCE SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 264.91 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 628.16 FEET; THENCE SOUTH 34 DEGREES 59 MINUTES 20 SECONDS WEST 527.59 FEET, THENCE NORTH 55 DEGREES 00 MINUTES 40 SECONDS WEST AND PARALLEL TO SAID CENTERLINE 626.16 FEET; THENCE NORTH 34 DEGREES 59 MINUTES 20 SECONDS EAST, 527.59 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, EXCEPT THE

AREA TAKEN FOR ROADWAY PER DOCUMENT 95K03172 RECORDED JUNE 5, 1995, IN KANE COUNTY, ILLINOIS (the “Area”).

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

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

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

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

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

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

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

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

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

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

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

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF STATE ROUTE 62, THENCE SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 264.91 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 628.16 FEET; THENCE SOUTH 34 DEGREES 59 MINUTES 20 SECONDS WEST 527.59 FEET, THENCE NORTH 55 DEGREES 00 MINUTES 40

SECONDS WEST AND PARALLEL TO SAID CENTERLINE 626.16 FEET; THENCE NORTH 34 DEGREES 59 MINUTES 20 SECONDS EAST, 527.59 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, EXCEPT THE AREA TAKEN FOR ROADWAY PER DOCUMENT 95K03172 RECORDED JUNE 5, 1995, IN KANE COUNTY, ILLINOIS (the "Area").

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

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of _____, 2023.

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

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

CERTIFICATION

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

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

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

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

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

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

(SEAL)



Algonquin Road Plat of Subdivision

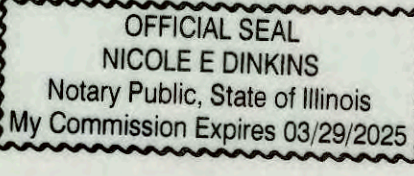
BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)
I, **Home State Bank N.A.**, IS (ARE) THE SOLE LEGAL OWNER(S) OF RECORD OF THE LAND DESCRIBED ON THE ATTACHED PLAT AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH. THIS IS TO ALSO CERTIFY THAT THE UNDERSIGNED HAS DETERMINED THAT THE SAID PROPERTY IS, TO THE BEST OF HIS KNOWLEDGE, IN THE FOLLOWING SCHOOL DISTRICT: **Community Unit School District 200**

NOTARY CERTIFICATE

I, HEREBY CERTIFY THAT **David Kerth** WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATION ARE KNOWN TO ME SUCH OWNERS GIVEN UNDER BY HAND AND NOTARIAL SEAL, THIS **9th** DAY OF **July**, 20**21**



OWNERS CERTIFICATE (TRUST)

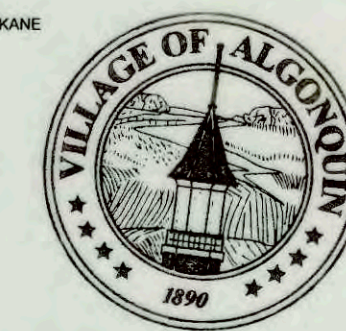
STATE OF ILLINOIS)
COUNTY OF KANE)
THIS IS TO CERTIFY THAT _____ AS TRUSTEE UNDER TRUST AGREEMENT NO. _____ DATED _____ AND NOT PERSONALLY, IS THE OWNER OF PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

NOTARY CERTIFICATE

I, _____ A NOTARY IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE AFORESAID INSTRUMENT, APPEARED BEFORE THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGE THAT HE (SHE)Y SIGNED AND DELIVERED THE INSTRUMENT AS _____ OF SAID _____ AND CAUSED THE SEAL OF SAID _____ AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE VOLUNTARY ACT AND DEED OF SAID _____ FOR THE USES AND PURPOSES THEREIN SET FORTH GIVEN UNDER BY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____, 20____.

VILLAGE BOARD CERTIFICATE

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, THIS **11th** DAY OF **July**, 20**21**



PLANNING AND ZONING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, HAVE REVIEWED THE ABOVE PLAT. DATED THIS **14th** DAY OF **July**, 20**21**

CERTIFICATE AS TO SPECIAL ASSESSMENT

I, **Jim Schlonegger**, VILLAGE COLLECTOR OF THE VILLAGE OF ALGONQUIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APPOINTED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION. DATED AT ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, THIS **19th** DAY OF **July**, 20**21**

COUNTY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT **John A. Cunningham**, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT. GIVEN UNDER BY HAND AND NOTARIAL SEAL, THIS **23** DAY OF **July**, 20**21**

COUNTY RECORDER'S CERTIFICATE

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE KANE COUNTY, ILLINOIS, THIS **23** DAY OF **July**, 20**21** AT **1:47** O'CLOCK **P.** M. AND RECORDED IN MAP BOOK _____ PAGE _____ AS DOCUMENT NUMBER **2021K056678**

2021K056678
SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 7/23/2021 01:47 PM
REC FEE: 80.00
PAGES: 1

VILLAGE UTILITY EASEMENT PROVISIONS
THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT" AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS "UTILITY EASEMENTS". SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE, OR ITS AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTION PLACED ON OR OVER THE EASEMENT PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE AND REPAIRS TO SUCH EASEMENTS. THE VILLAGE MANAGER OR HIS DESIGNEE SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO AT ANY TIME ABATE ANY OBSTRUCTION PLACED ON OR OVER THE EASEMENT PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE AND REPAIRS TO SUCH EASEMENTS. THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHT UNDER THE EASEMENT. IT SHALL BE REIMBURSED FOR ATTORNEY'S FEES AND COSTS FROM THE NON-PREVALING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL.

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

DRAINAGE EASEMENT PROVISIONS
THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENT" TO INSTALL, OPERATE AND MAINTAIN SURFACE DRAINAGE FACILITIES. SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PERMITTED USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT OBLIGATION, TO AT ANY TIME ABATE ANY OBSTRUCTION PLACED ON OR OVER THE EASEMENT PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE AND REPAIRS TO SUCH EASEMENTS. THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHT UNDER THE EASEMENT. IT SHALL BE REIMBURSED FOR ATTORNEY'S FEES AND COSTS FROM THE NON-PREVALING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL.

PUBLIC UTILITY EASEMENT PROVISIONS FOR ELECTRIC AND COMMUNICATION SERVICES
UTILITY COMPANIES PROVIDING ELECTRIC OR COMMUNICATIONS SERVICES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS JOINTLY OR SEVERALLY ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS AND SIGNALS, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT. THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR BARKINGS, WITHIN VILLAGE AREAS AND SIGNALS, TOGETHER WITH THE RIGHT TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

PUBLIC UTILITY EASEMENT PROVISION FOR MICRO GAS COMPANY
NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS, SAID EASEMENT TO BE FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES SHALL NOT CONFLICT WITH THE PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL.

ACCESS EASEMENT PROVISION
AN EASEMENT OF ACCESS IS HEREBY RESERVED OVER THE PORTIONS OF THE PROPERTY DESIGNATED AS "ACCESS EASEMENT" HEREBY INDICATED FOR THE BENEFIT OF THE OWNERS FROM TIME TO TIME OF LOTS 1, 2 AND 3 IN ALGONQUIN ROAD SUBDIVISION PLATTED HEREON AND THEIR RESPECTIVE TENANTS, EMPLOYEES, VENDORS AND WRITERS, TO USE THE EASEMENT AREA FOR ACCESS TO THE BUILDINGS, STRUCTURES AND FACILITIES CONTRACTED AND INSTALLED THEREON. THE USE AND ENJOYMENT OF THE EASEMENT HEREIN RESERVED SHALL BE SUBJECT TO TERMS AND PROVISIONS SET FORTH BELOW. EXCEPT TO THE EXTENT OTHERWISE PROVIDED ON A FINAL PLAN, THE EASEMENT AREA SHALL BE USED SOLELY AND EXCLUSIVELY FOR THE MOVEMENT OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN BOTH DIRECTIONS. NO CARS, TRUCKS OR OTHER MOTOR VEHICLES SHALL BE PARKED OR LEFT UNATTENDED ON THE EASEMENT AREAS AND NO VEHICULAR OR OTHER OBSTRUCTIONS SHALL BE PLACED ON THE EASEMENT AREAS WHICH SHALL INTERFERE WITH OR PREVENT THE FREE MOVEMENT OF VEHICLES OVER EASEMENT AREAS. ALL OWNERS SHALL COOPERATE AND WORK TOGETHER TO MAINTAIN, REPAIR AND REPLACE THE DRIVEWAYS AND ROADWAYS INSTALLED WITHIN THE EASEMENT AREAS WITH ALL NEEDED MAINTENANCE, REPAIRS AND REPLACEMENTS BEING UNDERTAKEN IN SUCH TIMES AND IN SUCH A MANNER SO AS TO MINIMIZE THE DISRUPTION OF ACCESS TO THE BUILDINGS, STRUCTURES AND FACILITIES LOCATED ON SUCH LOTS WHILE SUCH WORK IS BEING UNDERTAKEN AND, EXCEPT FOR EMERGENCY REPAIRS, SHALL NOT BE CLOSED TO VEHICULAR TRAFFIC. NO PERMANENT STRUCTURES SHALL BE LOCATED ON THE SURFACE OF OR ABOVE THE EASEMENT AREAS WHICH INTERFERE WITH THE FREE MOVEMENT OF VEHICULAR TRAFFIC. THEREON, THE FOREGOING DOES NOT PROHIBIT THE INSTALLATION OF DIRECTIONAL TRAFFIC STORAGE THEREON OR THE INSTALLATION OF LIGHTING SO LONG AS SUCH SIGNS AND LIGHTING IS INSTALLED IN THE LOCATIONS SET FORTH ON THE FINAL PLANS AS APPROVED BY THE VILLAGE. THE EASEMENT HEREBY RESERVED ARE EASEMENTS APPURTENANT TO LOTS 1, 2 AND 3 IN ALGONQUIN ROAD SUBDIVISION PLATTED HEREON AND ARE INTENDED TO RUN WITH THE LAND AND BE BINDING UPON AND INURE TO THE BENEFIT OF ALL FUTURE OWNERS, OCCUPANTS AND HOLDERS OF SECURITY INTERESTS THEREIN.

SURVEYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT I, **GLORIA JEAN KOTER**, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING LEGALLY DESCRIBED PROPERTY, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

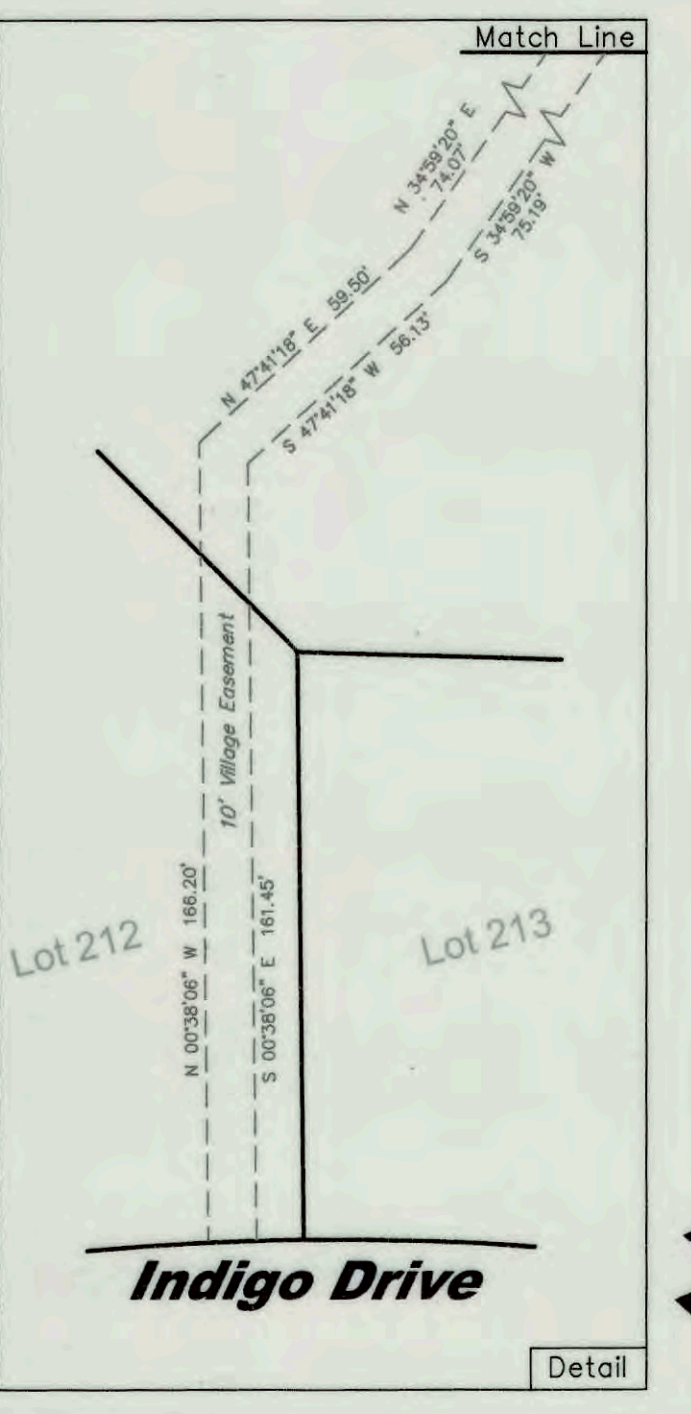
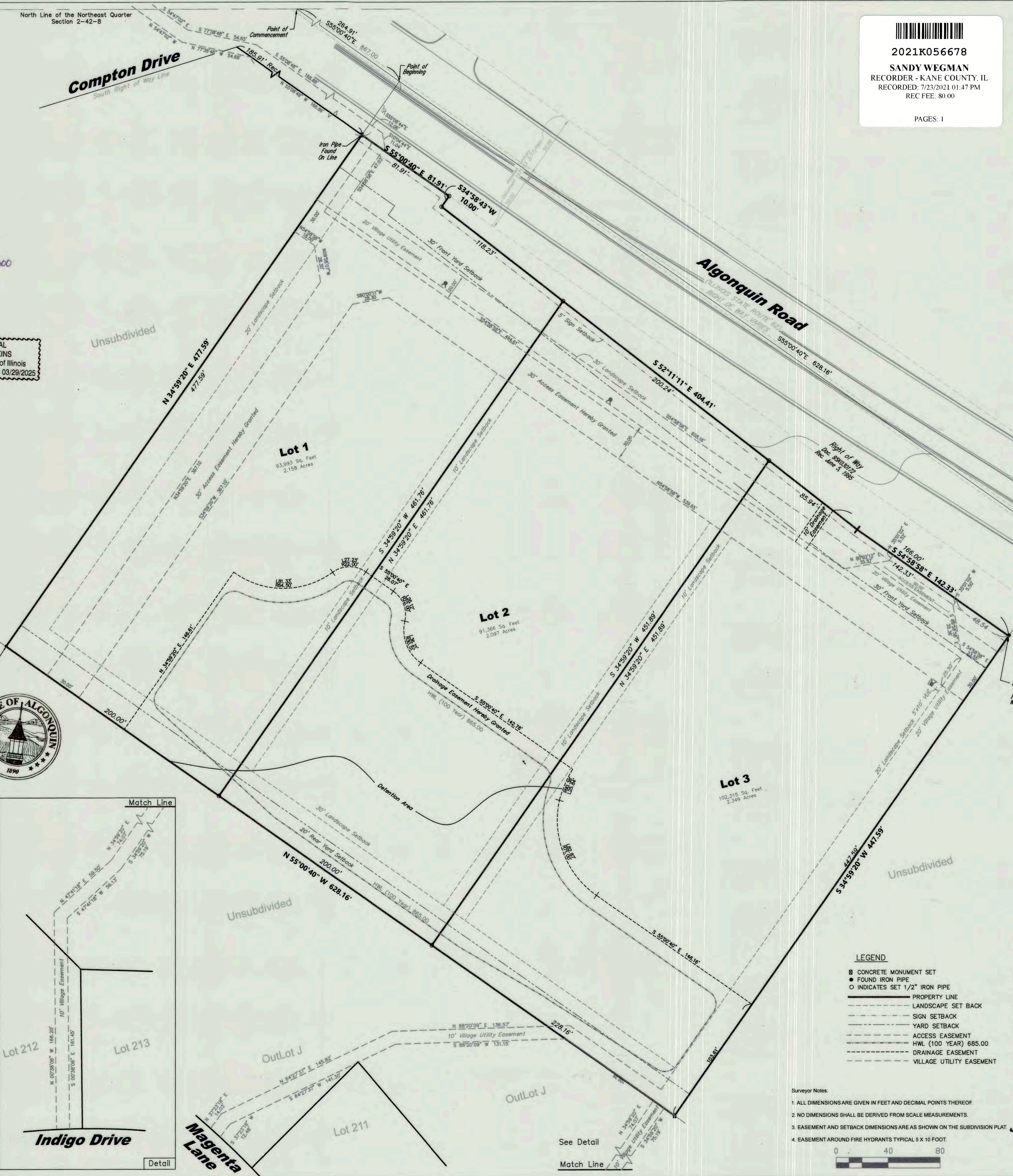
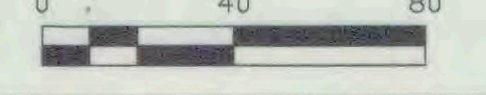
THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF STATE ROUTE 62, THENCE SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 264.9 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE 108.3 FEET, THENCE SOUTH 34 DEGREES 18 MINUTES 20 SECONDS WEST 127.69 FEET, THENCE NORTH 55 DEGREES 00 MINUTES 40 SECONDS WEST AND PARALLEL TO SAID CENTERLINE 626.16 FEET THENCE NORTH 34 DEGREES 18 MINUTES 20 SECONDS EAST 127.69 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, EXCEPT THE AREA TAKEN FOR ROADWAY PER DOCUMENT 9602072, RECORDED JUNE 5, 1995 IN KANE COUNTY, ILLINOIS, CONTAINING 6.604 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION AS REQUIRED BY THE PLAT ACT (705 ICS 2650.01 ET SEQ.). DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING FALLS WITHIN THE CORP-ATE LIMITS OF THE VILLAGE OF ALGONQUIN, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 170802070H EFFECTIVE DATE 08/03/2009. DATED AT LAKE ZURICH, ILLINOIS, THIS 28th DAY OF JANUARY, 2021.

- LEGEND
- CONCRETE MONUMENT SET
- FOUND IRON PIPE
- INDICATES SET 1/2" IRON PIPE
- PROPERTY LINE
- LANDSCAPE SET BACK
- SIGN SETBACK
- YARD SETBACK
- ACCESS EASEMENT
- DRAINAGE EASEMENT
- VILLAGE UTILITY EASEMENT

Surveyor Notes:
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
3. EASEMENT AND SETBACK DIMENSIONS ARE AS SHOWN ON THE SUBDIVISION PLAT.
4. EASEMENT AROUND FIRE HYDRANTS TYPICAL 5 X 10 FOOT.



Date:	10-25-2019
Drawn By:	LR
Date:	04-15-2020
Added Access Easement Provision:	GJK
Date:	04-22-2020
Added Watermain Easement:	GJK
Date:	12-11-2020
Added 5'x10' VUE on Lot 3:	LR

Chg Village of Algonquin
LSI Land Surveying Services, Inc.
Lake Zurich, Illinois 60067
1182 Heather Drive Ph. (847)878-1079 Fax. (847)878-1273
Professional Design Firm License No. 164-003632

Field Work Completed: 09-09-19 Scale: 1" = 40' Date: 10-25-2019
Site Address: Route 62 & Lake Cook Road Algonquin, Illinois

Job Number: LS190975
Sheet Number: SUB
Sheet Name: PLAT OF SUBDIVISION





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>	June 13, 2023
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Approval of a Special Use Permit for Outdoor Storage at 3031 Broadmore Drive, Building 1 of NorthPoint

ACTION REQUESTED:

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

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

BOARD/COMMISSION REVIEW:

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

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

RECOMMENDATION:

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

- a. The Outside Storage Site Plan titled “Tenant Improvements For: LX Hausys America Inc., sheet A1.00”, prepared by Studio North Architecture, and last revised April 4, 2023;

- b. The enclosure fence and gates shall be eight feet (8') tall and be constructed with Brown or Dark Brown Allegheny molded fence, whichever color most closely matches the color of the adjacent wall;
- c. The Special Use Permit shall expire after six (6) consecutive months of abandonment or if there is a change in the type of materials stored;
- d. Stored materials shall not be stacked above the height of the enclosure fence and no materials shall be stored outside of the enclosure;
- e. The gates of the enclosure fence shall be kept closed at all times except for pick-ups and deliveries;
- f. All activities involving the manufacturing, fabricating, assembly, disassembly, repairing, cleaning, servicing, and testing of materials, products, vehicles, and goods shall not be allowed in the enclosed area;
- g. The outdoor storage of any pallets shall comply with Sections 315.7-315.7.7 of the International Fire Code.

ATTACHMENTS:

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

CONSTRUCTION NOTES:

- 1 PROVIDE RECESSED FLOOR BOX AS SHOWN ON PLAN W/ NECESSARY CONDUIT FOR POWER ROUTED TO PANEL BOARD AND NECESSARY CONDUIT(S) FOR DATA/VOICE ROUTED TO LAN ROOM. (VERIFY FINAL LOCATION WITH OWNER PRIOR TO INSTALLATION)
- 2 FURNISH AND INSTALL 1" ALUMINUM MINI BLINDS W/ MANUAL WAND TILT OPERATION. UNITS SHALL BE ONE-PIECE FACE MOUNTED EXTENDING FULL LENGTH FROM WINDOW HEAD TO SILL
- 3 FURNISH AND INSTALL GYPSUM BOARD WINDOW HEAD & JAMBS PER DETAIL 8-9/A0.03
- 4 FURNISH & INSTALL RUBBER BASE AND PAINT ON WAREHOUSE SIDE OF GYP. BD. WALL
- 5 FURNISH AND INSTALL 4'-0"X8'-0" HIGH FRP PANELS WITH TRIM BEHIND MOP BASIN
- 6 INSTALL 3/4" A-C GRADE FIRE RESISTIVE FLYWOOD BACK BOARD OVER GYP. BD. WALL FROM 36" A.F.F. TO 84" A.F.F. FOR THE FULL WIDTH OF WALL. GRADE SHALL FACE OUT & PLYWOOD TO BE PAINTED TO MATCH ADJACENT WALL WITH FIRE LABEL MASKED AND LEFT UNPAINTED. INSTALL COPPER GROUND WIRE AS REQUIRED
- 7 PROVIDE POWER SUPPLY & WOOD BACKING FOR OWNER FURNISHED AND INSTALLED FLAT SCREEN T.V.(S) PER ELECT. DWGS. CONFIRM FINAL LOCATION AND HEIGHT OF POWER WITH TENANT
- 8 EXTERIOR STORAGE CAGE - FURNISH AND INSTALL VINYL COATED 8' TALL GALVANIZED CHAIN LINK CAGE & (2) PAIRS OF 10'X8' SWING GATES. INCLUDE 3'-6" X 8' HINGED CHAIN LINK GATE WITH SECURITY BAR. REF F1-A8.01
- 9 FURNISH AND INSTALL PIPE BOLLARD PER DETAIL 7/A6.02
- 10 HATCH REPRESENTS EXTENTS OF EGRESS FLOOR STRIPING. REF CIVIL FOR STANDARDS. 4" YELLOW DIAGONAL AT 45 DEGREE SPACED AT 2' O.C. W/ 4" YELLOW BORDER
- 11 CONVERT MECHANICAL LEVELER TO HYDRAULIC KIT

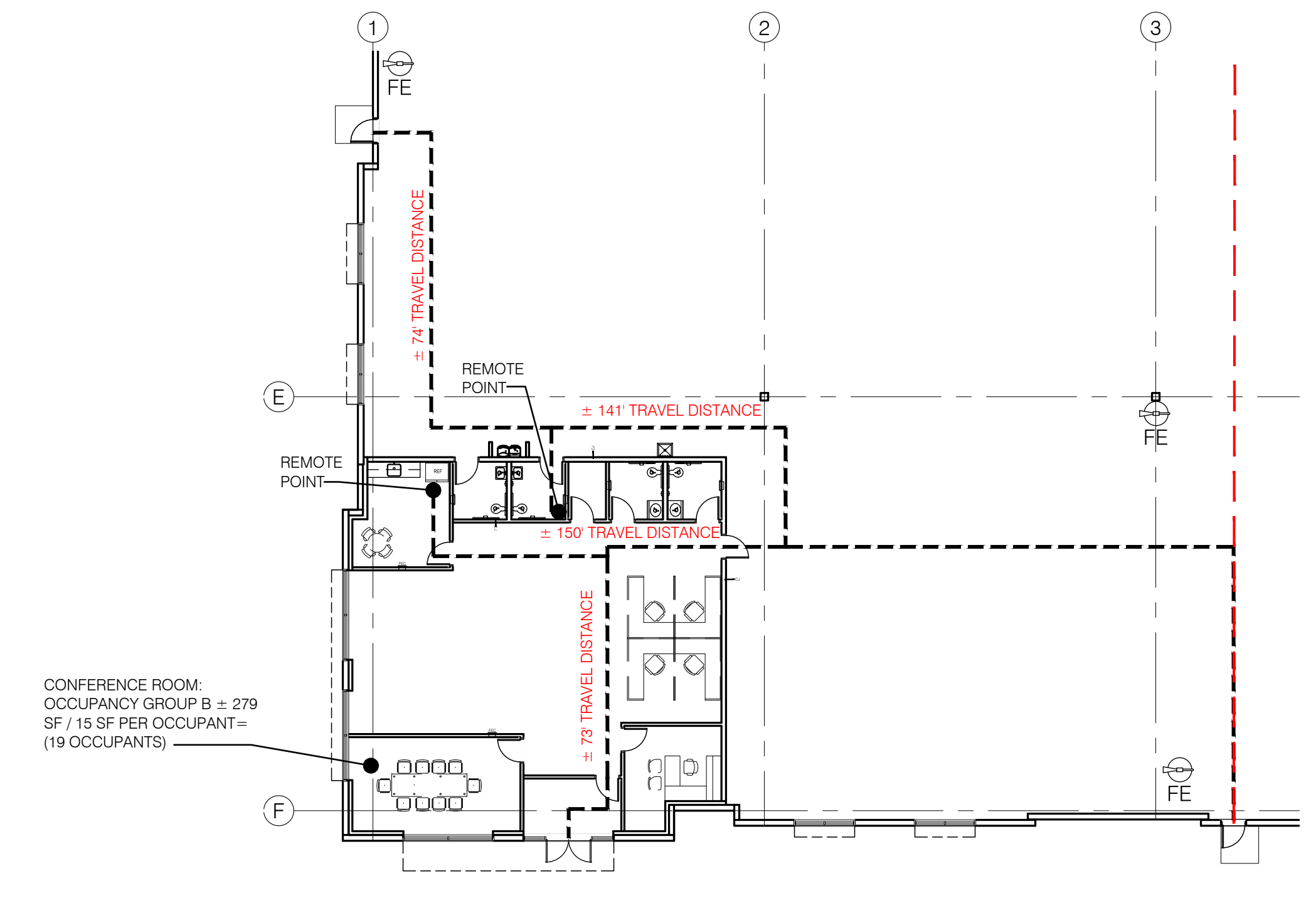
GENERAL NOTES

1. PROVIDE FIRE DEPARTMENT SIGNAGE AT ALL OVERHEAD, DRIVE-IN AND PEDESTRIAN DOORS AS REQUIRED BY THE LOCAL JURISDICTION. NUMBER SEQUENCING, SIZE, COLOR AND LOCATION SHALL BE COORDINATED WITH THE PROPERTY MANAGER AND LOCAL JURISDICTION TO ENSURE COMPLIANCE WITH THE PARK STANDARDS
2. REFERENCE ELECTRICAL DRAWINGS FOR EXIT SIGNAGE, EMERGENCY AND EGRESS LIGHTING
3. QUANTITY AND LOCATIONS OF FIRE EXTINGUISHERS SHOWN SHALL BE COORDINATED WITH THE LOCAL FIRE MARSHAL

DRAWING SYMBOLS LEGEND

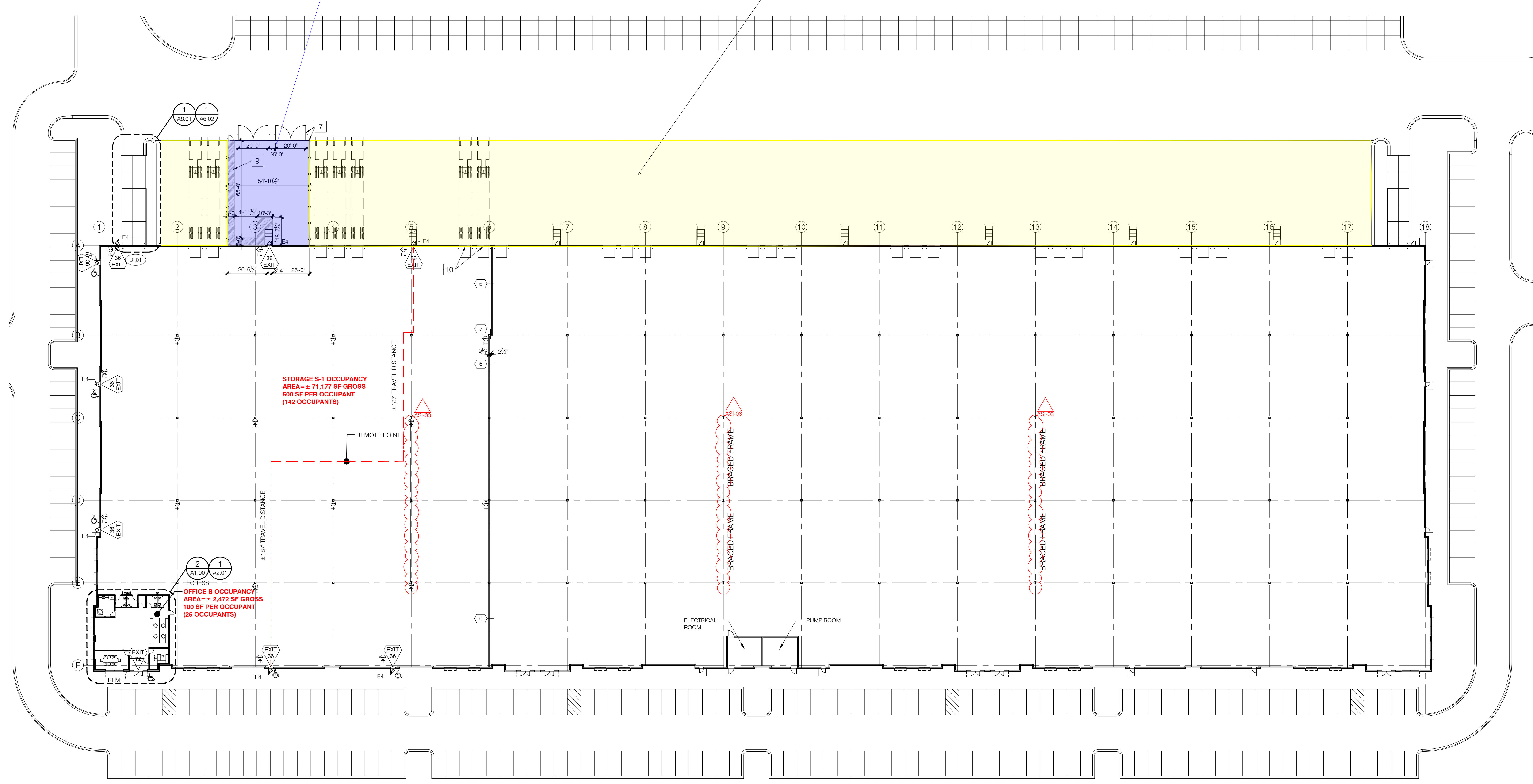
- FE WALL AND/OR COLUMN MOUNTED FIRE EXTINGUISHER (UL RATING 4A-80B (C) W/ MOUNTING BRACKET, ORDINARY HAZARD RATED FOR 1,500 SF PER UNIT OF A (6,000 SF PER EXTINGUISHER). REFERENCE FLOOR PLAN(S) FOR LOCATIONS. MOUNT SO CENTERLINE OF EXTINGUISHER IS 47" A.F.F.
- EXIT 36 EXIT LOCATION AND WIDTH.
- EXIT ACCESS PATH OF TRAVEL
- ADA SYMBOL ADA SYMBOL
- REM - W.P. LED REMOTE EMERGENCY LIGHT
- E4 - EXTERIOR EMERGENCY LIGHT

EGRESS KEY	
REFERENCE A0.01 FOR TACTILE SIGN TYPES	
EXIT	ACCESSIBLE EXIT
EXIT	EXIT



Location of proposed outside storage

Location of permitted truck and semi-tractor trailer outdoor parking and storage



studioNorth
ARCHITECTURE

3315 N Oak Trafficway | Kansas City, MO 64116
816 | 888 | 7380
RP Studio North, LLC
Illinois License No. 184.007843-0001001.023890

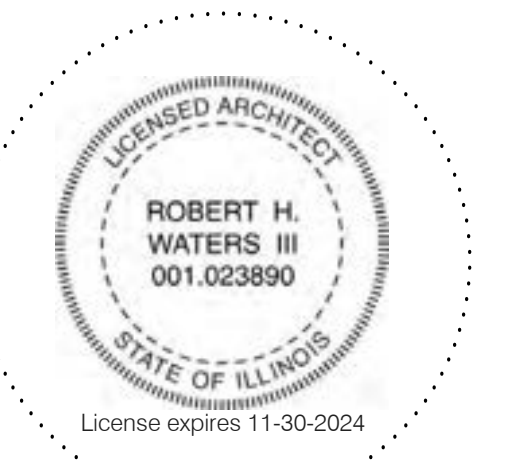
- PLUMBING DESIGN-BUILD BY GEN CONTRACTOR
- MECHANICAL DESIGN-BUILD BY GEN CONTRACTOR
- ELECTRICAL DESIGN-BUILD BY GEN CONTRACTOR
- FIRE PROTECTION DESIGN-BUILD BY GEN CONTRACTOR
- CONTRACTOR



TENANT IMPROVEMENTS FOR:
LX HAUSYS AMERICA INC.

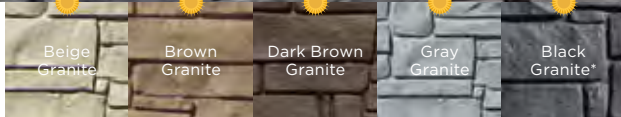
ALGONQUIN Building Number 1
3001 Broadmore Dr.
Algonquin, IL 60102

Project No.	2023-002	
Date:	03.06.23	
Issued For:	Permit	
Revisions:		
No.	Date	Description
03.27.23		CODE COMMENTS
04.04.23		PLAN REVISIONS



Robert H. Waters III - Architect
Illinois License No. 001.023890

A1.00
OVERALL FLOOR PLANS | CODE PLAN



Allegheny

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

Panel Sizes: 6' x 6', 4' x 8'

Heights: 4' & 6'

Stackable: 8' & 12'

Steel Reinforced Panels





Allegheny in Black Granite

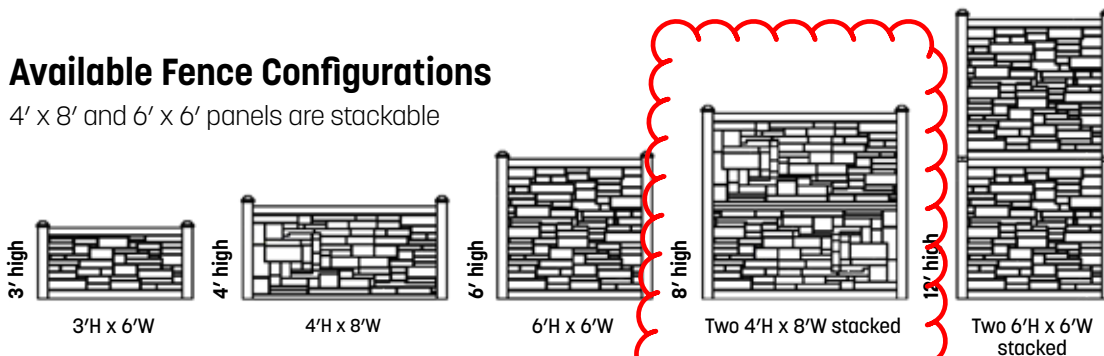
4'x 8' and 6'x6' panels are stackable.

Features and Specifications

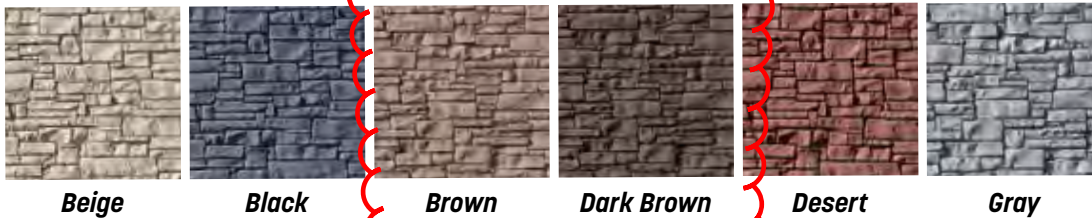
- Patented Rotationally-Molded Construction
- Panel sizes: 3' x 6', 6' x 6', 4' x 8'
- Heights: 3', 4' & 6'
- Stackable: 8' & 12'
- Durable in any temperature - stable in hot or cold extremes
- Solid privacy and security
- Virtually maintenance-free - never needs painting or staining nor will it warp, fade or crack.
- Features CertainTeed's exclusive WindZone™ performance which protects in high wind and hurricane conditions
- Excellent sound barrier. Blocks 98% of direct sound with a sound transmission class (STC) rating of 26
- Graffiti resistant - graffiti can be removed using a high-pressure washer
- Lifetime warranty with CertainTeed's 15 year ColorLast® warranty
- Made in the USA

Available Fence Configurations

4' x 8' and 6' x 6' panels are stackable



Available Colors



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

Allegheny Gates



- Gates come in 3', 4', 5', and 6' widths and may be double hung for 7', 8', 9', 10', 11', or 12' openings
- 1.5" x 1.5" galvanized internal steel frame
- Gates include premium stainless steel hardware, self-closing hinges and pad lockable latch



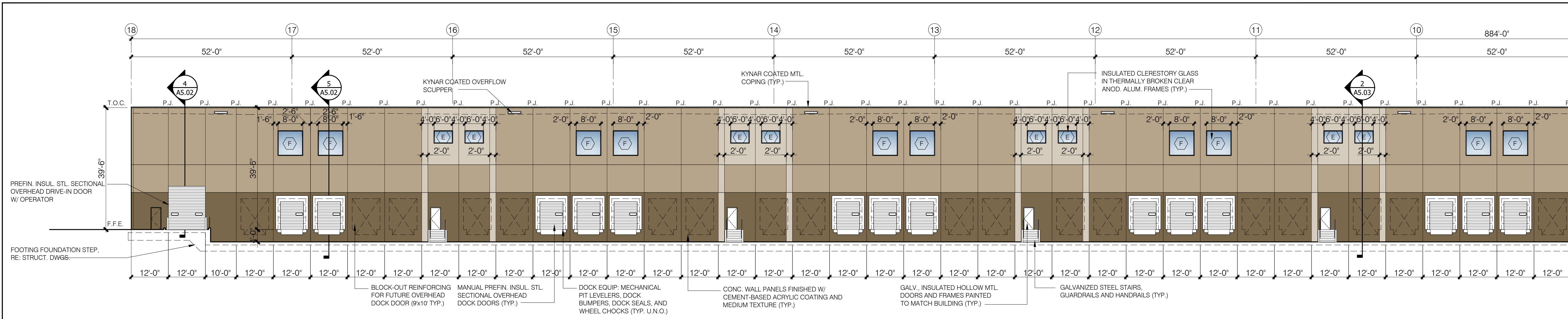


4825 NW 41st Street | Suite 500 | Riverside, MD 64150
 816 | 888 | 7380
 NP Studio North, LLC
 Illinois License No. 184.007843-0001001.023890

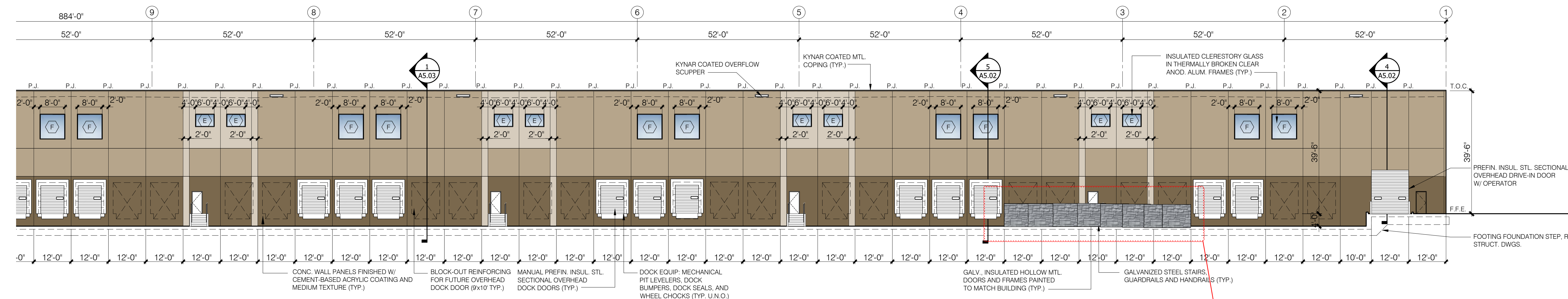
CIVIL MAN-HARD CONSULTING, LTD.
 LANDSCAPE MAN-HARD CONSULTING, LTD.
 FOUNDATIONS IMEG CORP.
 STRUCTURAL IMEG CORP.
 PLUMBING MVP PLUMBING CORP.
 MECHANICAL MK INDUSTRIES INC.
 ELECTRICAL TRI-COUNTY ELECTRIC
 FIRE PROTECTION DESIGN-BUILD
 CONTRACTOR FCL BUILDERS

COLOR COATING LEGEND

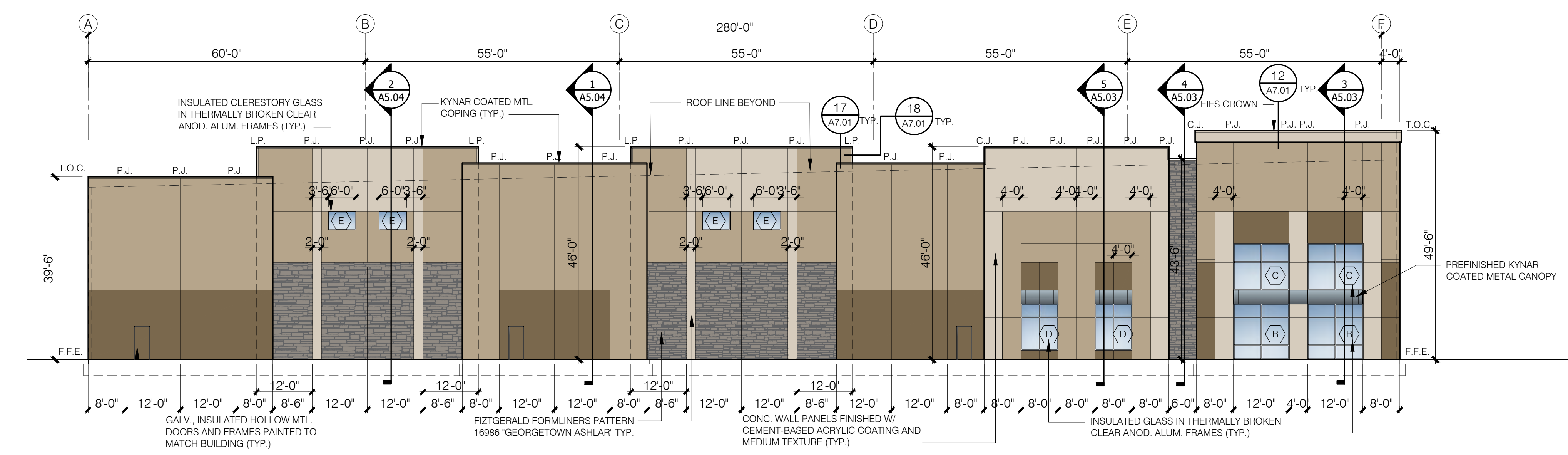
- ALL PAINT COLOR TRANSITIONS SHALL OCCUR AT INSIDE CORNERS IN VALLEY OF REVEALS. RE: REVEAL DETAILS ON A5.01. COPING COLORS TO MATCH ADJACENT PAINT FINISH AS NOTED BELOW (U.N.O.)
- SHERWIN WILLIAMS: SW7043 'WORLDLY GRAY' COPING COLOR: EQ. TO PAC-CLAD 'SANDSTONE'
 - SHERWIN WILLIAMS: SW7038 'TONY TAUPE' COPING COLOR: EQ. TO PAC-CLAD 'SIERRA TAN'
 - SHERWIN WILLIAMS: SW7046 'ANONYMOUS'



1 PARTIAL WEST ELEVATION (NORTH-END)
 Scale: 1/16" = 1'-0"



2 PARTIAL WEST ELEVATION (SOUTH-END)
 Scale: 1/16" = 1'-0"



Approximate proposed fence location

3 SOUTH ELEVATION
 Scale: 1/16" = 1'-0"



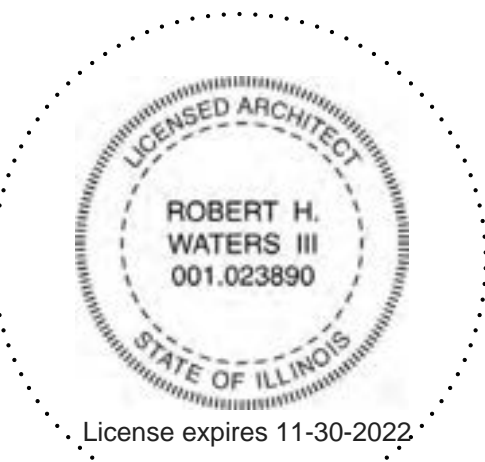
Algonquin Corporate Center Building 1

SE Corner of Gatsch Dr. & Broadmore Dr.
 Algonquin, IL 60102

Project No. 2021-118
 Date: 03.08.2022
 Issued For: PERMIT SUBMITTAL

Revisions:

No.	Date	Description



Robert H. Waters III - Architect
 Illinois License No. 001.023890

A4.02
 BUILDING ELEVATIONS

VILLAGE OF ALGONQUIN – 2200 HARNISH DRIVE, ALGONQUIN IL 60102



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Patrick M. Knapp, AICP
Senior Planner

CASE NUMBER: PZ-2023-11

MEMO DATE: April 25, 2023

PUBLIC HEARING DATE: May 8, 2023

PROPERTY ADDRESS/LOCATION: 3031 Broadsmore Drive, South End of Building 1

APPLICANT/PROPERTY OWNER: Nathaniel Hagedorn/NP BGO Algonquin Corporate Center LLC

Brief Summary of Request and Background

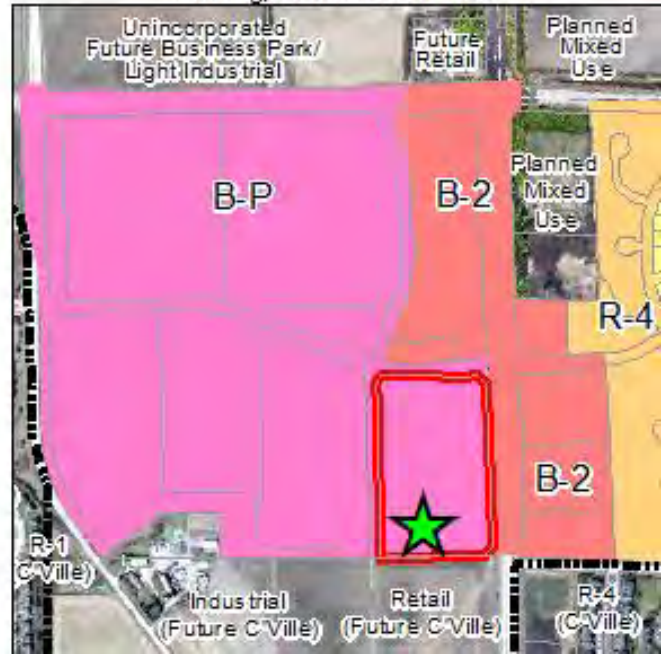
Nathaniel Hagedorn of NP BGO Algonquin Corporate Center LLC, the “Petitioner” is requesting a Special Use for the outside storage of materials at the south end of Building 1 at the NorthPoint Algonquin Corporate Campus.

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

Location



Zoning/Future Land Use



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

Staff Recommendation Summary

Approve

Deny

Approve with Conditions

Discussion of Staff Recommendation

History

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

Request

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

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

Comprehensive Plan Designation

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

Next Steps

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

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

Standards & Findings

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


Staff Recommendation

Staff recommends approval of a Special Use Permit consistent with the findings of fact outlined in this report, subject to the conditions listed below. Based on these findings, Staff recommends that the Planning and Zoning Commission make a motion to adopt Staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

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

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

I concur:



Jason C. Shallcross, AICP

Director of Community Development

Attachments:

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

Exhibit A – Standards & Findings of Fact

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

- a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- b. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Applicant Response:

- a. The proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- b. Such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- c. The proposed special use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Staff Response:

Staff supports the Petitioner’s request as their proposed outdoor enclosure will be tall enough to conceal any materials stored inside of the enclosure and the enclosure will be constructed with high-quality materials that complement the primary building. The enclosure will not be visible from Randall Road due to its location behind the building and will be required to follow all regulations outlined in the Zoning Code. This installation of the enclosure will not impact the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity



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

MAY 8, 2023

Roll Call - Establish Quorum

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

Senior Planner Patrick Knapp called the roll to check attendance.

Six commissioners were present and could hear and be heard:

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

Members absent: Commissioner Kennealy

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

Public Comment

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

Approval of Minutes

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

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

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

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

Commissioner Neuhalfen asked if a forklift would be involved in the moving of materials and if it would be parked outside. The Petitioner stated that a forklift would be involved, but that it would be stored inside the building and would enter and exit on the ramp.

Commissioner Sturznickel asked if the brick pattern on the fence is the same as the brick pattern on highway overpasses. The Petitioner responded that it is a similar pattern.

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

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

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

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

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

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

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

There was no one in the audience to come forward.

Chair Patrician closed the Public Comment portion of the Public Hearing

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

New/Old Business

No new or old business was discussed.

Community Development Report

Staff provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

Adjournment

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

Minutes signed by:

Patrick Knapp, Senior Planner

DRAFT



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>	June 13, 2023
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Senior Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Music in the Public Plaza for Bold American Fare

ACTION REQUESTED:

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

RECOMMENDATION:

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

- A minimum of notice of 2 weeks is required before each performance. Village Staff has the right to approve or deny each individual performance if the performance conflicts with other approved activities;
- This Public Event License expires on October 31, 2023;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- No food or alcohol sales shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the event for consumption;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Public Event License Application



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: Bold Acoustic Show

Sponsoring Organization:

Name: Bold American Fare LLC Contact Name: Greg Geigel
 Address: 8 S main
 City, State, ZIP: Algonquin, IL 60010
 Phone: _____ Email: _____

Event Coordinator:

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

Event Information:

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

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

random days throughout summer

Event Address: 8 S. main

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

Rain Date(s), if applicable: _____

Set-Up Date/Time: _____

Maximum Number of Attendees/Participants Expected: Public Event

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

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

Event Website: _____

Event Details:

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

N/A

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

N/A

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

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

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

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

Do you wish to serve alcoholic beverages? Yes No Alcoholic is on Bob's Property

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

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

Acoustic Performers

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): NO

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

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

Affidavit of Applicant:

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

[Signature]
Signature of Applicant
Grega Geigel
Printed Name of Applicant

5/4/21
Date

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: _____

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Greg Leason Board
[Print] _____
[Signature] _____

Date: 5/4/22



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>	June 13, 2023
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Senior Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Music Outside of Whiskey and Wine

ACTION REQUESTED:

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

RECOMMENDATION:

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

- This Public Event License cannot be issued until Public Works confirms that the area is safe to occupy;
- A minimum of notice of 2 weeks is required before each performance. Village Staff has the right to approve or deny each individual performance if the performance conflicts with other approved activities;
- This Public Event License expires on October 31, 2023;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- No food or alcohol sales shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the event for consumption;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Public Event License Application



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: Whiskey and Wine Acoustic Show

Sponsoring Organization:

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

Event Coordinator:

Name: Greg Geigel
Home Address: _____
City, State, ZIP: _____
Phone: [REDACTED] Email: _____

Event Information:

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

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

random days throughout summer

Event Address: 103 S main

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

Rain Date(s), if applicable: _____

Set-Up Date/Time: _____

Maximum Number of Attendees/Participants Expected: Public Event

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

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

Event Website: _____

Event Details:

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

N/A

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

N/A

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

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

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

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

Do you wish to serve alcoholic beverages? Yes No *Alcohol is on property whiskey wine*

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

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

acoustic Performers

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): _____

N/A

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

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

Affidavit of Applicant:

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

Signature of Applicant
Greg Grigel
Printed Name of Applicant

5/4/21
Date

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: _____

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Loretta G. Gal Whitney
[Print] _____

[Signature] _____

Date: 5/4/13



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 7th, 2023
TO: Tim Schloneger, Village Manager
FROM: Brad Andresen, Village Ecologist/Horticulturist
SUBJECT: 2023 Tru-Green Herbicide Management

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

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

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

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Village of Algonquin Turf Maintenance for the 2023 growing season to Tru-Green for \$36,151.53.



Paul Dones
 840 Commerece Pwy
 Carpentersville, IL 60110

Phone: 847-844-1440 opt 2

Customer Information

BILL TO:

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

SERVICE LOCATION:

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

Detail of Charges

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

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

Description:

Standard Terms and Conditions

- Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

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

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

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

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

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

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

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

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

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

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____

REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____

Customer Signature: _____ Date: _____

AUTHORIZED AGENT/CUSTOMER

Village of Algonquin Turf Maintenance S

2023 Proposal Sheet Revised 5.25.23

High Profile	Medium Profile	Last			
Parks and Forestry Sites					
Site Name	Landscape #	Sq. Ft.	Spring	Fall	Total Cost
Algonquin Lakes Park	LS-146	360,865	\$ 1,308.24	N/A	\$ 1,308.24
Braewood Lift Station	LS-045	99,523	\$ 360.24	N/A	\$ 360.24
Broadmore Park	LS-029	167,748	\$ 608.30	N/A	\$ 608.30
Bunker Hill Dr ROW/Openspace	LS-013	106,491	\$ 385.52	N/A	\$ 385.52
Compton Dr. ROW	LS-126	67,526	\$ 244.90	N/A	\$ 244.90
Cornish Park	LS-085	91,817	\$ 331.80	N/A	\$ 331.80
Gaslight Park	LS-070	170,000	\$ 616.20	N/A	\$ 616.20
Algonquin Lakes Open Space	LS-126	277,865	\$ 1,006.46	N/A	\$ 1,006.46
High Hill Park Upper	LS-049	164,870	\$ 597.24	N/A	\$ 597.24
High Hill Park Lowr		138,672	\$ 494.54	N/A	\$ 494.54
Hill Climb Park	LS-078	175,088	\$ 635.16	N/A	\$ 635.16
Holder Field	LS-106	233,301	\$ 845.30	N/A	\$ 845.30
Jaycee Field	LS-064	54,887	\$ 199.08	N/A	\$ 199.08
Kelliher Park	LS-002	499,285	\$ 1,826.48	N/A	\$ 1,826.48
Riverwood Dr Trail Connection		2403	57.00	N/A	57.00
Riverwood Dr Vacant Lot		6,370	72.00	N/A	72.00
Tahoe Pkwy Detention Access Strip		4180	61.00	N/A	61.00
Occoala Dr Vacant Lot		5473	66.00	N/A	66.00
Lawndale Park Preserve	LS-126	31,609	\$ 184.00	N/A	\$ 184.00
Lawndale Park	LS-041	98,605	\$ 357.08	N/A	\$ 357.08
Pioneer Park	LS-088	27,891	\$ 166.00	N/A	\$ 166.00
Presidential Park	LS-100	575,945	\$ 2,088.76	N/A	\$ 2,088.76
Riverfront Park	LS-087	65,250	\$ 235.42	N/A	\$ 235.42
Snapper Field	LS-113	30,645	\$ 180.00	N/A	\$ 180.00
Spella Park Lower	LS-010	205,855	\$ 745.76	N/A	\$ 745.76
Spella Park Upper	LS-010	170,429	\$ 617.78	N/A	\$ 617.78
Stoneybrook Park	LS-063	33,881	\$ 186.00	N/A	\$ 186.00
Towne Park	LS-082	222,461	\$ 805.80	N/A	\$ 805.80
Tunbridge Park	LS-047	51,494	\$ 186.44	N/A	\$ 186.44
Willoughby Farms Park	LS-044	357,848	\$ 1,297.18	N/A	\$ 1,297.18
Woods Creek Openspace	LS-011	58,134	\$ 210.14	N/A	\$ 210.14
Woods Park	LS-008	224,979	\$ 815.28	N/A	\$ 815.28
Wynnfield Detention	LS-037	180,294	\$ 652.54	N/A	\$ 652.54
Yellowstone Park	LS-104	100,562	\$ 363.40	N/A	\$ 363.40
Rt62 & Bi-Pass Intersection	LS-130	44,894	\$ 277.38	N/A	\$ 277.38
Total:		4,701,381	\$ 19,084.42	\$0.00	\$ 19,084.42

Administration Sites

Site Name	Landscape #	Sq. Ft.	Spring	Fall	Total Cost
Historic Village Hall	LS-083	6,031	\$ 72.00	\$ 72.00	\$ 144.00

Public Works Campus	LS-081	92,572	\$ 334.96	\$ 334.96	\$ 669.92
Cemetery	LS-135	359,704	\$ 1,303.50	\$ 1,303.50	\$ 2,607.00
Ganek Munciple Center	LS-052	60,264	\$ 218.04	\$ 218.04	\$ 436.08
Total:		518,571	\$ 1,928.50	\$ 1,928.50	\$ 3,857.00

Street Division Sites

Site Name		Sq. Ft.	Spring	Fall	Total Cost
Arquilla Detention	LS-060	2,604	\$ 57.00	N/A	\$ 57.00
Blue Ridge Detention	LS-105	133,102	\$ 481.90	N/A	\$ 481.90
Corporate Pkwy. Islands	LS-025	43,130	\$ 156.42	N/A	\$ 156.42
Countryside Detention	LS-107	9,686	\$ 86.00	N/A	\$ 86.00
Edgewood ROW	LS-072	79,920	\$ 212.05	N/A	\$ 212.05
Hanson Rd. ROW	LS-062	270,342	\$ 979.60	N/A	\$ 979.60
Huntington Dr./Stonegate Rd ROW	LS-058	75,552	\$ 273.34	N/A	\$ 273.34
Lake Drive South Detention	LS-059	33,647	\$ 186.00	N/A	\$ 186.00
Longmeadow Pkwy.	LS-036	408,421	\$ 1,480.46	N/A	\$ 1,480.46
Harris St S ROW & Parking Lots	LS-084	4,259	\$ 61.00	N/A	\$ 61.00
Oakleaf Rd. ROW	LS-056	2,700	\$ 51.78	N/A	\$ 51.78
Falcon Ridge Preserve	LS-057	11,379	\$ 95.00	N/A	\$ 95.00
Randall Rd. ROW	LS-024	137,897	\$ 499.28	N/A	\$ 499.28
Stonegate Right-of Way	LS-054	10,222	\$ 92.00	N/A	\$ 92.00
Surrey Ln. Detention	LS-071	17,356	\$ 121.00	N/A	\$ 121.00
Woodview Island	LS-112	11,471	\$ 95.00	N/A	\$ 95.00
IL Route 31 North Islands		98612	357.08	N/A	357.08
Main Street N		80819	293.88	N/A	293.88
Railroad St ROW		28786	171.00	N/A	171.00
MCCD Trailhead		15880	112.00	N/A	112.00
Huntington Dr ROW		28772	171.00	N/A	171.00
Harnish Dr ROW & Open Space		50334	183.00	N/A	183.00
Parkview Ter E ROW		4442	61.00	N/A	61.00
Wynnfield Dr ROW		5606	66.00	N/A	66.00
Notting Hill Rd/Wynnfield Dr ROW		9572	86.00	N/A	86.00
White Chapel Detention		11392	95.00	N/A	95.00
Algonquin Rd Island		6452	72.00	N/A	72.00
County Line Rd Island		1324	56.00	N/A	56.00
Pond View Drive Open Space		45885	165.90	N/A	165.90
Eineke Ct ROW		6095	72.00	N/A	72.00
Grand Reserve Prairie		32357	186.00	N/A	186.00
Harnish Dr ROW		23256	150.00	N/A	150.00
Brookside Ave ROW		9743	86.00	N/A	86.00
Fairway View Dr ROW		9723	86.00	N/A	86.00
Trails of Woods Creek Open Space		94656	342.86	N/A	342.86
Wintergreen Ter ROW Fine		8461	83.00	N/A	83.00
Total:		1,220,257	\$7,823.55	\$ -	\$ 7,823.55

Utilities Division Sites

Site Name		Sq. Ft.	Spring	Fall	Total Cost
Cary Road Booster Station	LS-090	15,931	\$ 112.00	\$ 112.00	\$ 224.00
Grand Reserve Lift Station		7773	78.00	78.00	156.00
Woods Creek Lift Station		6742	72.00	72.00	144.00
Well 6		2912	57.00	57.00	114.00
Well 9		5666	66.00	66.00	132.00
Well 13		13146	104.00	104.00	208.00
Countryside Booster	LS-108	13,260	\$ 104.00	\$ 104.00	\$ 208.00
Hansen Road Tower	LS-048	7,219	\$ 78.00	\$ 78.00	\$ 156.00
Hillside Booster Station	LS-074	4,059	\$ 61.00	\$ 61.00	\$ 122.00
Huntington Booster	LS-068	17,277	\$ 121.00	\$ 121.00	\$ 242.00
Jacobs Tower	LS-019	18,019	\$ 127.00	\$ 127.00	\$ 254.00
Old Town Lift Station		5,798	\$ 66.00	\$ 66.00	\$ 132.00
Water Treatment Plant #1	LS-116	17,211	\$ 121.00	\$ 121.00	\$ 242.00
Water Treatment Plant #2	LS-039	43,754	\$ 158.00	\$ 158.00	\$ 316.00
Water Treatment Plant #3	LS-005	266,294	\$ 965.38	\$ 965.38	\$ 1,930.76
Waste Water Treatment Plant	LS-075	111,131	\$ 402.90	\$ 402.90	\$ 805.80
Total:		556,192	\$ 2,693.28	\$ 2,693.28	\$ 5,386.56

Site Name	Sq. Ft.	Spring	Fall	Total Cost
Season Total:	6,996,401	\$ 31,529.75	\$ 4,621.78	\$ 36,151.53

chedule

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Site Location

700 Lake Plumleigh Way
1001 Gaslight Dr.
2051 Broadsmore
Bunker Hill Dr. E. of Woods Creek
Compton Dr ROW & Islands
101 S. Harrison St.
700 Terrace Dr.
501 Kirkland Dr.
501 Kirkland Dr.
801 Circle Dr.
1040 Timberwood Ln.
1295 Parkwood Circle
800 Square Barn Rd.
1620 RIVERWOOD DR
1430 RIVERWOOD DR
2021 TAHOE PKWY
806 OCEOLA DR
Lawndale and Kensington Drs.
1250 Getzelman Terr.
700 Highland Ave.
201 N. Harrison St.
599 Longwood Dr.
2600 Harnish Dr.
Fairway View Dr & Wintergreen
1200 Huntington Dr. North
100 Jefferson St.
1365 Stonegate Rd.
2001 Wynnfield Dr.
3100 Woods Creek Ln.
3711 Persimmon Dr.
1320 Wynnfield Dr. across from
1420 Yellowstone Pkwy.
Rt62 & Bi-Pass Intersection

2 S. Main St.

110 Mitchard Way
990 Cary Rd
2200 Harnish Dr.

1575 Arquilla
1050 Blue Ridge Pkwy
Islands W. of Randall Rd. to Dead End
101 Countryside Dr.
Both Sides from Rt 31 to Hansen Rd
Hanson Rd-Rt 62 to County Line Rd
Huntington Dr N & Stonegate
115 Lake Dr. South
N. Side Sleepy Hollow to Wh. Chap.
C/O S. Harrison and Washington
Between 60 and 70 Oakleaf
225 S. to 305 Buckingham
Harnish Dr. S. to Broadsmore Dr.
245 Stonegate Rd.
1210 Surrey Ln.
@ 18 Woodview Ln.

IL ROUTE 31
CARY & N MAIN ST
RAILROAD ST & MAIN ST
MAIN ST S & IL RT 31
HUNTINGTON DR & LEGION DR
HARNISH DR & EAGLE RIDGE LANE
402 PARKVIEW TER E
ACROSS FROM 1521 WYNNFIELD DR
NOTTING HILL RD & WYNNFIELD DR
ACROSS FROM 1461 WHITE CHAPEL LN
2575 ALGONQUIN RD W
COUNTY LINE RD & WEST OF RANDALL RD
2630 POND VIEW DR (WEST OF)
821 EINEKE CT
860 EINEKE BTW EINEKE BLVD & HARNISH DR
2870 HARNISH DR
421 BROOKSIDE AVE
BTWN BUNKER HILL DR & 280 FAIRWAY VIEW DR
BTWN 3740 BUNKER HILL DR & FAIRWAY VIEW DR
3650 WINTERGREEN TER

1091 Cary Rd.
2870 HARNISH DR
3045 ALGONQUIN RD W
901 SANDBLOOM RD
2100 SLEEPY HOLLOW RD
901 SQUARE BARN RD
900 Wesley Ln.
740 Hansen Rd.
1330 Hillside View Dr.
700 Huntington Dr.
2600 Bunker Hill Dr.
925 S. Main St.
1000 Souwanis Tr.
1461 Wynnfield Dr.
1000 Square Barn Rd.
125 Wilbrandt St.

Signature:

Email: laurasimkowski@trugreenmail.com



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

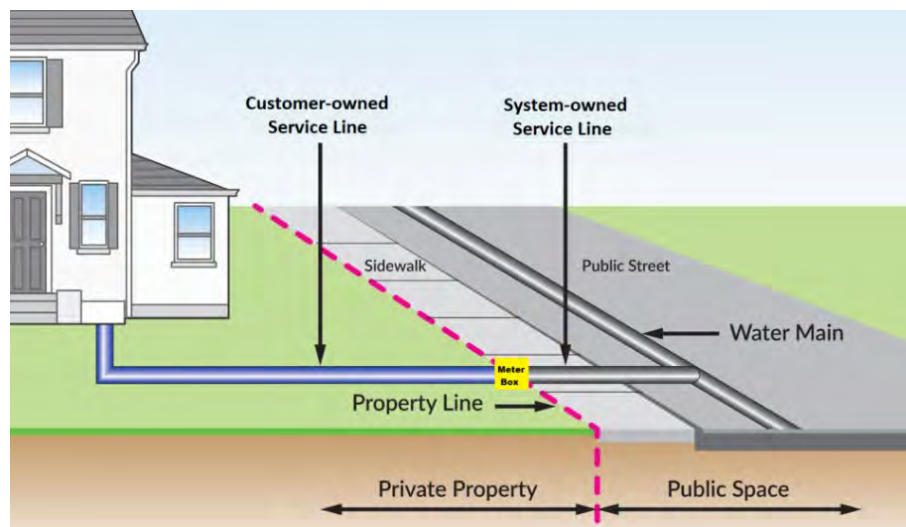
DATE: June 16, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Nadim Badran, Director of Public Works

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

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



Past practice during Village projects has been to replace the Village’s portion of a service line with copper, however, under the law, partial replacements are no longer permitted.

The Village has been aggressive in identifying and replacing lead service line materials over the last several years. There are about 11,800 active services in the Village, with only 564 remaining unidentified. Of the 11,800 services 36 are currently confirmed as lead and require full replacement. The ages of the remaining unknown services suggest that only about 164 of the “unknowns” will be lead, as homes constructed after 1986 banned lead during construction. The majority of the homes that currently have lead services are located in the downtown area. As the Village has been conducting work in this area, homes that have lead services have had their service line replaced to prevent opening up the new roads after paving has been completed. Over the last several years, the Village has replaced 91 services through a private contractor as construction occurred throughout an area. This work includes replacing the lead pipe from the water main into the home to the first shutoff valve. Service lines are replaced using the directional boring method to minimize the amount of restoration. Restoration inside the home includes patching around the entryway of the new copper pipe. This work is inspected by a certified plumbing inspector, and comes with a one-year warranty from the contractor.

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

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

HAYES INDUSTRIES, INC.

May 18, 2023

Village of Algonquin

Attn: Jason Meyer

RE: Algonquin Lead Service Budget

Gentlemen:

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

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

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

Please see attached bid items.

PLEASE NOTE:

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

Additional Notes:

- #1 2023 Price is figured to start after June 1st labor increase.**
- #2 Pricing is budgeted to Direction Drill houses and used 60’ as an estimated average for copper. Depending on coordination with residents will plan on drilling two houses a day.**
- #3 2024 Pricing is based on the estimate of 170 houses remaining after 2023 work is completed.**

May 18, 2023

Page 2

NOT INCLUDED IN THIS BID:

Premium time

Permit, Bonds or fees

Access or Street cleaning

Erosion control or inlet filter baskets

Surveying/Engineering

Landscaping, Irrigation or Restoration

Hauling of any concrete or asphalt

Saw cutting or removal of asphalt, concrete

Asphalt or concrete patch, grinding or resurfacing

Frost Breaking

Utility relocation, de-energizing or insulating

Video, cleaning, repair or replacement of existing sewers

CCDD LAW TESTING, CERTIFICATION OR FORM LPC-662 OR 663 completions.

Hard to handle or contaminated spoil sorting, handling or hauling

Off-Site Or On-site spoil relocation

Dewatering beyond a 2" pump or well pointing

Traffic control, barricades or road plates

Demolition or Underground obstruction removal

Sanitary or Water main testing of pipe or structures

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

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

Sincerely,

HAYES INDUSTRIES, INC.



Logan Hayes

Cell: 847/276-5144

Email: lhayes@hayes-ind.com

Office: 847/289-9400 Ext. 323



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 13, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

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

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

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

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

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

Therefore, the Public Works Department recommends that the Committee of the Whole consider the change order for Martam Construction and direct the Board of Trustees to approve a contract revision with an additional \$21,865.00 officially. Staff appreciates the support of the Committee and Board on this project.

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

Total Change Order Amount	\$21,865.00
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PROJECT: 1455 ALGONQUIN MISC. 2023
PLANS BY: CEMCON
LOCATION: FAIRWAY VIEW DRIVE
COMPANY: VILLAGE OF ALGONQUIN
IN CARE OF: CLIFF GANEK
DATE: 05/16/23

DATED:
PHONE:
EMAIL:

Items highlighted in yellow are increases to existing contract items.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
INSTALLATION OF CROSSWALK SPEED TABLE					
1	EROSION CONTROL	1	EA	\$ 1,500.00	\$ 1,500.00
2	TRAFFIC CONTROL/DETOUR	1	EA	\$26,000.00	\$ 26,000.00
3	PAVEMENT REMOVAL	306	SY	\$ 26.00	\$ 7,956.00
4	EARTH EXCAVATION	98	CY	\$ 112.00	\$ 10,976.00
5	6" AGGREGATE BASE	288	SY	\$ 18.00	\$ 5,184.00
6	10" PCC PAVEMENT	288	SY	\$ 136.00	\$ 39,168.00
7	CONSTRUCTION LAYOUT	1	EA	\$ 6,000.00	\$ 6,000.00
8	B6-12 CURB & GUTTER	216	LF	\$ 63.00	\$ 13,608.00
9	STRUCTURE ADJUSTMENTS	4	EA	\$ 1,200.00	\$ 4,800.00
10	MOBILIZATION	1	EA	\$ 7,500.00	\$ 7,500.00
AUP #3	5" PCC SIDEWALK	305	SF	\$ 7.95	\$ 2,424.75
AUP #4	REMOVE & DISPOSE UNSUITABLE	18.1	CY	\$ 112.00	\$ 2,027.20
	AGG SUBGRADE IMPROVEMENT	18.1	CY	\$ 52.50	\$ 950.25
	GROUND STABILIZATION FABRIC	71	SY	\$ 4.25	\$ 301.75
AUP #5	ADJUST EXISTING STORM SEWER	1	LS	\$ 1,937.91	\$ 1,937.91
AUP #6	PROVIDE & INSTALL DETECTABLE WARNING	32	SF	\$ 46.00	\$ 1,472.00
				TOTAL:	\$ 131,885.86 \$130,305.00

Final Quantities and cost reviewed and approved by Village staff.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 13, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

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

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

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

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

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

MEMORANDUM

June 6, 2023

TO: Nadim Badran, Director of Public Works

FROM: John Heinz, Senior Construction Manager 

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

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

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

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

The additional hours and request are due to the following:

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

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

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

We thank you for your consideration.

N:\Algonquin\070273\070273.00148\Admin\M1.060623 Add'l Hours Request.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 13, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

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

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

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

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

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



Design / Build

BURKE, L.L.C.

9575 West Higgins Road • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

May 31, 2023

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

Attention: Nadim Badran, Public Works Director

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

Dear Mr. Badran:

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

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

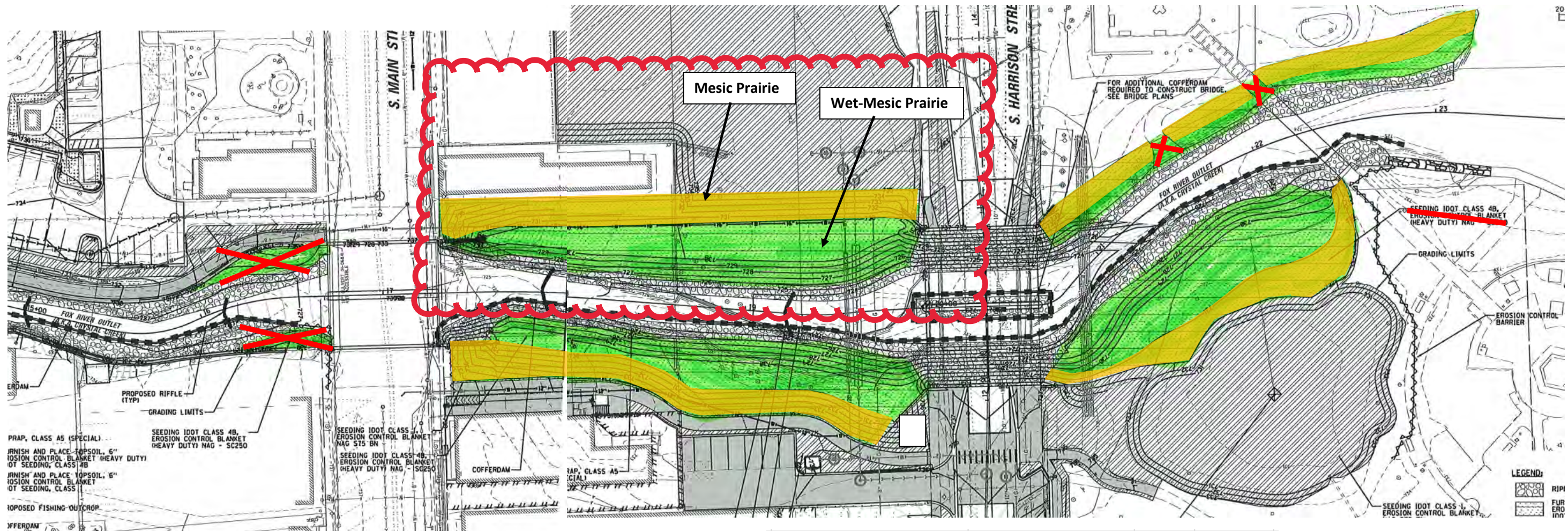
The cost of this additional work was not included in the original scope of work used to determine the GMP. Burke, LLC requests that an increase be made to the GMP of **\$13,703.23**.

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

Sincerely,

Orion Galey, PE
Principal

Owner's Acceptance By: _____ Date: _____



MESIC PRAIRIE SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses:			
<i>Bouteloua curtipendula</i>	Side oats grama	70.8	
<i>Panicum virgatum</i>	Switch grass	20.4	
<i>Schizachyrium scoparium</i>	Little bluestem	150.0	
Total Grasses		241.2	15.1
Forbs:			
<i>Asclepias incarnata</i>	Swamp milkweed	12.5	
<i>Asclepias tuberosa</i>	Butterfly milkweed	16.2	
<i>Echinacea pallida</i>	Pale purple coneflower	11.3	
<i>Echinacea purpurea</i>	Purple coneflower	17.2	
<i>Eryngium yuccifolium</i>	Rattlesnake master	14.2	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.8	
<i>Petalostemum purpurea</i>	Purple prairie clover	7.1	
<i>Rudbeckia hirta</i>	Black-eyed Susan	1.0	
<i>Carex bicknellii</i>	Yellow coneflower	2.2	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	1.9	
<i>Symphotrichum oolentangiense</i>	Sky blue aster	1.4	
<i>Tradescantia ohioensis</i>	Spiderwort	10.8	
Total Forbs		97.2	6.1
Total All Species		338.4	21.2
Temporary Cover Crop:			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	240.0	15.0

WET-MESIC PRAIRIE SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Bouteloua curtipendula</i>	Side oats grama	23.6	
<i>Carex comosa</i>	Bristly sedge	1.0	
<i>Carex vulpinoidea</i>	Brown fox sedge	2.3	
<i>Panicum virgatum</i>	Switch grass	31.5	
<i>Schizachyrium scoparium</i>	Little bluestem	100.0	
Total Grasses & Sedges		158.3	9.9
Forbs:			
<i>Asclepias incarnata</i>	Swamp milkweed	18.7	
<i>Echinacea pallida</i>	Pale purple coneflower	5.7	
<i>Echinacea purpurea</i>	Purple coneflower	12.9	
<i>Eryngium yuccifolium</i>	Rattlesnake master	10.6	
<i>Helenium autumnale</i>	Sneezeweed	0.8	
<i>Lobelia cardinalis</i>	Cardinal flower	0.8	
<i>Monarda fistulosa</i>	Wild bergamot	0.4	
<i>Oligoneuron riddellii</i>	Riddell's goldenrod	1.5	
<i>Penstemon digitalis</i>	Foxglove beard tongue	1.2	
<i>Physostegia virginiana</i>	Obedient plant	4.5	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	2.5	
<i>Ratibida pinnata</i>	Yellow coneflower	1.1	
<i>Symphotrichum novae-angliae</i>	New England aster	1.5	
<i>Tradescantia ohioensis</i>	Spiderwort	3.6	
Total Forbs		66.7	4.2
Total All Species		225.0	14.1
Temporary Cover Crop:			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	240.0	15.0



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: June 9, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Sandbloom Road Tree Removal

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

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

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

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

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



**LANDSCAPE MULCH
TREE & BRUSH CLEARING
TRUCK & EQUIPMENT REPAIR**

14N705 US Highway 20 • Pingree Grove, Illinois 60140

PHONE 847-989-9048

www.CentralTree.net

Office@CentralTree.net

PROPOSAL/CONTRACT

June 8th, 2023

Email: BradleyAndresen@algonquin.org

Phone: 515-460-7269

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

RE: **SANDBLOOM ROAD TREE CLEARING**

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

TOTAL PRICE = \$ 32,800.00

Bid amounts include all labor, operation and equipment costs to perform the work.

For acceptance of this proposal, please sign below and initial "Terms and Conditions" page attached to this Proposal/Contract.

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

Sincerely,

Matt D'Amico
Central Tree

Signature of Acceptance by Client

TERMS AND CONDITIONS

PERFORMANCE OF CENTRAL TREE

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

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

WORKMANSHIP

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

LIABILITY / INSURANCE

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

OWNERSHIP

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

TERMS OF PAYMENT

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

CLIENT INITIALS: _____ DATE: _____ CENTRAL TREE INITIALS: _____

