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B. Motion to discuss and possible action on waiving part or all of capital development ($4,200) and sewer connection fee ($250) related to property on Rt. 120 owned by Jeff Kleinhans.

C. Motion to approve and Ordinance authorizing the City of McHenry to borrow $305,500 from McHenry Savings Bank to finance the purchase of the property (Green Street parking lots) from McHenry Savings Bank.

10. Discussion Only Items.

A. City of McHenry Request for Proposals and Qualifications for the Redevelopment of the Central Wastewater Treatment Plant Site – 3302 Waukegan Road.

11. Executive Session.

12. Staff Reports.

13. Mayor and City Council Comments.


The complete City Council packet is available for review online via the City website at www.ci.mchenry.il.us. For further information, please contact the Office of the City Administrator at 815-363-2108.

The proceedings of the City Council meeting are being video-recorded and every attempt is made to ensure that they are posted on the City of McHenry, IL “YouTube” channel within twenty-four (24) hours of the meeting adjournment.

NOTICE: In compliance with the Americans with Disabilities Act (ADA), this and all other City Council meetings are located in facilities that are physically accessible to those who have disabilities. If additional accommodations are needed, please call the Office of the City Administrator at 815-363-2108 at least 72 hours prior to any meeting so that accommodations can be made.
PUBLIC HEARING SUPPLEMENT

TO: Mayor and City Council

FOR: February 4th, 2019 Regular City Council Meeting

FROM: Ross Polerecky, Director of Community Development

RE: Public Hearing regarding an Amendment to the Annexation Agreement with Heritage Pointe Estates LLC.

ATT:

1. Ordinance authorizing the execution of a Fifth Amendment to the Annexation Agreement with Heritage Pointe Estates LLC for Patriot Estates
2. Fifth Amendment to the Annexation Agreement with Heritage Pointe Estates LLC
3. Annexation Agreement with Heritage Pointe Estates LLC (Cunat Inc.)
4. Conceptual Plan
5. Petition from residents

AGENDA ITEM SUMMARY:
The purpose of this agenda item is for the City Council to consider a request made by Heritage Pointe Estates LLC to adopt an Ordinance amending an existing annexation agreement for the Patriot Estates Subdivision, formerly known as Inland Business Park, that would result in changes to items originally required within the annexation agreement. A complete and thorough listing of all items identified for amendment is provided in the attached “Fifth Amendment to the Inland Business Park Annexation Agreement.” A 2/3 (supermajority) vote (6 of 8 with Mayor voting) is required for the adoption of the amendment.

RECOMMENDATION:
Therefore, if Council concurs, following the close of the Public Hearing, it is recommended that a motion be made to adopt an Ordinance authorizing the Execution of the Fifth Amendment to an Existing Annexation Agreement with Heritage Pointe Estates LLC for the Patriot Estates Subdivision, subject to the receipt of required bonds or letter of credit.
ORDINANCE NO. 

An Ordinance Authorizing the Execution of a Fifth Amendment to the Inland Business Park Annexation Agreement

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

WHEREAS, Heritage Pointe Estates, LLC. is the legal owner of record of the real estate located on the south side of Bull Valley Road, east of Crystal Lake Road, in the City of McHenry, McHenry County, Illinois commonly known as Patriot Estates;

WHEREAS, notice of public hearing was published in the Northwest Herald, a newspaper of general circulation in the City of McHenry, within the time provided by law, notifying the public of a hearing on said Fifth Amendment to the Inland Business Park Annexation Agreement before the Corporate Authorities of the City of McHenry;

WHEREAS, the Corporate Authorities of the City of McHenry have held the public hearing as required by law and have found that entry into said Fifth Amendment to the Inland Business Park Annexation Agreement is in the best interest of the City.

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of McHenry, McHenry County, Illinois, as follows:

SECTION 1: Subject to the City's receipt of the bonds or letters of credit and cash collateral reference in Exhibit A, below, the Fifth Amendment to the Inland Business Park Annexation Agreement, bearing the date of February 4, 2019, between the City of McHenry, a Municipal Corporation in the State of Illinois, and Heritage Pointe Estates, LLC. be and the same is hereby approved. A complete and accurate copy of said Fifth Amendment to the Inland Business Park Annexation Agreement, labeled "Fifth Amendment to the Inland Business Park Annexation Agreement", is attached as Exhibit A.

SECTION 2: Upon receipt of the bonds or letters of credit and cash collateral referenced in Exhibit A, the Mayor and Deputy City Clerk are hereby authorized to affix their signatures thereto.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Absent:
Abstain:

APPROVED:

(SEAL)

Mayor Wayne Jett

ATTEST:________________________
Deputy City Clerk Debra Meadows

Passed: _______________________

Approved: _____________________

Z:\McHenryCityof\Cmnt\Ord\AuthoSign.doc
CERTIFICATION

I, DEBRA MEADOWS, do hereby certify that I am the duly appointed, acting and qualified Clerk of the City of McHenry, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and Aldermen of said City of McHenry.

I do hereby further certify that at a regular meeting of the Mayor and Aldermen of the City of McHenry, held on the _____ day of ______________________, 2019, the foregoing Ordinance entitled An Ordinance Authorizing the Execution of a Fifth Amendment to the Inland Business Park Annexation Agreement, was duly passed by the City Council of the City of McHenry.

The pamphlet form of Ordinance No. __________, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day of ______________________ 2019, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City 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 City for safekeeping, and that I am the lawful custodian and keeper of the same.

GIVEN under my hand and seal this _____ day of _________________ 2019.

__________________________
Debra Meadows, Clerk
City of McHenry,
McHenry County, Illinois

(SEAL)
Fifth Amendment to the Inland Business Park Annexation Agreement Dated July 26, 1995

This “Fifth Amendment” is made and entered into this 4th day of February, 2019, by and between the City of McHenry, a Municipal Corporation, in the County of McHenry, State of Illinois, hereinafter referred to as (“City”) and Heritage Pointe Estates, LLC (Owner”).

Recitals

A. WHEREAS, on July 26, 1995, the City entered into an original annexation agreement with American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 27, 1993 and known as Trust No. 117509-08 and Inland Capital Fund, L.P. (“Original Annexation Agreement”). By adoption of City Ordinance No. 05-1248, the City approved a second amendment to the Original Annexation Agreement (“Second Amendment”). By adoption of City Ordinance No. 18-1902, the City approved a third amendment to the Original Annexation Agreement (“Third Amendment”). By adoption of City Ordinance No. 10-1506, the City approved a fourth amendment to the Original Annexation Agreement (“Fourth Amendment”). The Original Annexation Agreement and the three (3) amendments thereto are referenced herein as the “Prior Annexation Agreements”;

B. WHEREAS, the Owner is currently the record titleholder to the real estate legally described on the attached Exhibit A consisting of undeveloped lots planned for townhomes, duplexes and single-family homes and commonly referenced as Patriot Estates. (“Development”);

C. WHEREAS, the parties hereto agree that the Development consists of three (3) phases which are generally depicted and delineated on the drawing dated April 1, 2016, attached hereto as Exhibit B;

D. WHEREAS, the City and Owner desire to amend the Prior Annexation Agreements relating to the Development and to memorialize their agreements regarding the completion and collateralization of various certain infrastructure obligations, as described herein, relative to the phases of the Development, the release of certain security deposited relative to such Development, and to provide for the acceptance of certain improvements within the Development by the City;

E. WHEREAS, the corporate authorities of the City, after due and careful consideration, following the required public hearing, have concluded that this Fifth Amendment would further the growth of the City and enable the City to control the development of the area and serve the best interests of the City;

EXHIBIT A to
Ordinance Authorizing Execution of
Fifth Amendment
F. WHEREAS, pursuant to the provisions of 65 ILCS 5/1-15.1-1, et seq., this proposed Fifth Amendment was submitted to the corporate authorities of the City and a public hearing was held thereon before the City Council of the City, pursuant to notice, as required by law; and

G. WHEREAS, the City, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the City Council approval of this Fifth Amendment by the authorizing Ordinance constitutes an exercise of the City’s home rule powers and functions, as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of their respective agreements set out herein, the adequacy and sufficiency of which is acknowledged as received by both parties, the City and the Owner, hereby agree as follows:

1. The purpose of this Fifth Amendment is to provide for certain specific changes or amendments to the Prior Annexation Agreements, leaving in full force and effect the agreements made in the Prior Annexation Agreements, which terms are incorporated herein by reference as if fully stated, to the extent that they are not changed or amended herein.

2. The following amendments are made to the Prior Annexation Agreements:

   A. Paragraph 4 of the Second Amendment approved a Concept Plan, a copy of which was attached thereto and identified therein as “Exhibit B”. Exhibit B to the Second Amendment is hereby amended to eliminate certain proposed walking paths which are depicted and colored in yellow on the drawing attached hereto as Exhibit C, titled as Overall Utility Plan, prepared by Scheflow Engineers, and dated 8/22/05.

   B. Paragraph 13 of the Second Amendment related to installation of Open Space Amenities and due to the change in consumer demand, the parties hereto amend said paragraph 13, in its entirety to read as follows:

      13. Open Space Amenities. Owner shall cause to have installed/constructed a gazebo on the Subject Property as depicted in the Concept Plan. This gazebo shall be constructed no later than June 1, 2019.

   C. The following additional provisions are hereby added to and shall be deemed to supplement the Prior Annexation Agreements.

      1. Acceptance of Certain Public Improvements by the City. The Developer hereby conveys title, free and clear of any liens and encumbrances, to the City to each of those items set forth in the second paragraph of the bill of sale attached hereto as Exhibit D, along with all streets and rights of way, in phases I and III only, of the Development, and the City hereby accepts such items in Exhibit D and the above-described streets and rights of way subject to the Developer’s obligations in this Fifth Amendment. The parties agree that the City has not accepted any such items or any other public improvements in phase II of the Development.
2. Release of Certain Letter of Credit by the City. The City authorizes the City Administrator to release all existing performance bonds and/or letters of credit securing construction of public improvements for the Development upon the Developer filing with the City, prior to the execution of this Fifth Amendment by the City, bonds or letters of credit issued by a financial institution, in a form and permitting draws on conditions all approved by the City Attorney. The amount of the bonds or letters of credits shall be as follows:

- Phase I: Maintenance bond/LOC $670,000
- Phase II: Performance bond/LOC $1,200,000
- Phase III: Maintenance bond/LOC $355,000

3. Completion of Bike Path. No later than June 1, 2019, the Developer shall cause to extend the bike path in phase III of the Development, as directed by the City engineer, from its current terminus proximate to the intersection of Armstead Lane, Perry Lane and Key Lane in accordance with the specifications set forth in the memorandum from the City’s consulting engineer dated January 9, 2019 attached hereto as Exhibit E (“Bike Path Improvements”). The Developer shall secure this obligation by depositing $7,560.63 with the City, upon execution of this Fifth Amendment and fully complying with the cash security provision in section 5, below, of this Fifth Amendment (“Bike Path Cash Collateral”).

4. Completion of Pavement Striping. Despite the City accepting the streets and roads in phases I and III, no later than June 1, 2019, the Developer shall cause to be completed each of those items described and in accordance with the specifications set forth in the memorandum from the City’s consulting engineer dated January 22, 2019 attached hereto as Exhibit F hereto (“Pavement Striping”). The Developer shall secure this obligation by depositing $15,795.25 with the City, upon execution of this Fifth Amendment and fully complying with the cash security provision in section 5, below, of this Fifth Amendment (“Pavement Cash Collateral”).

5. Cash Collateral.

A. Prior to the execution of this Fifth Amendment, Developer shall deliver the Bike Path Cash Collateral and Pavement Cash Collateral totaling $23,355.88 to the City (“Collateral Funds”). The Collateral Funds shall be separately accounted for and held by the City (“Improvement Account”) and be used by the City, in its sole discretion following written notice being provided to the Developer, to pay costs incurred if all or some Bike Path or Pavement Striping improvements are not fully completed, as determined in the sole discretion of the City Engineer, by June 1, 2019.

B. Upon proper and timely completion of all of the Bike Path or Pavement Striping improvements, the Developer shall request final inspection and approval. The request must include all a sworn contractors statement and corresponding final lien waivers showing that the portion of the Bike Path or Pavement Striping improvement are free and clear of any and all liens and
encumbrances, claims, demands, and charges of any kind. The request shall be made sufficiently in advance to allow the City time to inspect the Bike Path or Pavement Striping improvements and to prepare a punch list, if necessary. The Developer will promptly make all necessary repairs and corrections as specified on the punch list. The City will not be required to approve reimbursement to the Developer unless and until all of the Bike Path or Pavement Striping improvements, including all punch list items, have been fully and properly completed. No partial reductions will be allowed.

C. Within seven (7) business days of written approval of all the Bike Path or Pavement Striping improvements, by the City Engineer, the City will release to the Developer the Collateral Funds remaining therein.

D. The City shall have no duty or obligation to perform the Bike Path or Pavement Striping improvements and it shall incur no liability for anything related thereto. The only duty of the City shall be those specifically set forth in this Fifth Amendment. Upon full completion of the Bike Path or Pavement Striping improvements as set forth herein, Developer shall have no further liability or obligation to the City with respect to the Bike Path or Pavement Striping improvements.

E. If the Developer fails or refuses to complete the Bike Path or Pavement Striping improvements, or any portion thereof, in accordance with the Agreement between it and the City or fails or refuses to correct any defect or deficiency, as required under this Fifth Amendment, or in any other manner fails or refuses to meet fully any of its obligations under this Fifth Amendment, then the City may, in its sole and absolute discretion, retain all or any part of the Collateral Funds and complete the Bike Path or Pavement Striping improvements.

6. Acceptance of Bike Path Easement by the City. The City hereby authorizes acceptance and execution of the plat of bike path easement prepared by Vanderstappen Land Surveying, Inc. attached hereto as Exhibit H.

Owner and Developer:
Heritage Pointe Estates, LLC

City of McHenry

By ________________________________  By ________________________________
  Its                                   Mayor
EXHIBIT A to
Fifth Amendment

PARCELA:

THAT PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 1294.30 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 100.01 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 1294.74 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 54 SECONDS WEST ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, 752.89 FEET TO A POINT ALONG THE EASTERLY RIGHT OF WAY LINE OF CRYSTAL LAKE ROAD; THENCE NORTH 38 DEGREES 06 MINUTES 57 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 1805.79 FEET; THENCE SOUTH 52 DEGREES 30 MINUTES 47 SECONDS EAST, 896.71 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 833.00 FEET, AN ARC LENGTH OF 353.30 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 64 DEGREES 39 MINUTES 48 SECONDS EAST AND A CHORD LENGTH OF 350.66 FEET; THENCE SOUTH 07 DEGREES 51 MINUTES 14 SECONDS WEST, 700.35 FEET TO THE PLACE OF BEGINNING, CONTAINING 41.049 ACRES MORE OR LESS, ALL IN McHENRY COUNTY, ILLINOIS.

PARCELB:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 1294.30 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 100.01 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 07 DEGREES 51 MINUTES 14 SECONDS EAST, 700.35 FEET; THENCE EASTERLY ALONG A NON TANGENTIAL CURVE CONCAVE NORTHERLY WITH A RADIUS OF 833.00 FEET, AN ARC LENGTH OF 271.35 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 86 DEGREES 08 MINUTES 45 SECONDS EAST AND A CHORD LENGTH OF 270.15 FEET; THENCE NORTH 84 DEGREES 13 MINUTES 46 SECONDS EAST, 207.57 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 233.00
FEET, AN ARC LENGTH OF 186.49 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 72 DEGREES 50 MINUTES 27 SECONDS EAST AND A CHORD LENGTH OF 181.55 FEET; THENCE NORTHEASTERLY ALONG A NON TANGENTIAL CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 266.00 FEET, AN ARC LENGTH OF 190.34 FEET, SAID ARC HAVING A CHORD BEARING OF NORTH 72 DEGREES 18 MINUTES 48 SECONDS EAST AND A CHORD LENGTH OF 186.30 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 18 SECONDS EAST, 66.29 FEET; THENCE EASTERLY ALONG A NON TANGENTIAL CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 41.17 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 79 DEGREES 45 MINUTES 05 SECONDS EAST AND A CHORD LENGTH OF 41.09 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 17 SECONDS EAST, 89.95 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 174.25 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 84 DEGREES 56 MINUTES 52 SECONDS EAST AND A CHORD LENGTH OF 173.16 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 28 SECONDS WEST, 668.49 FEET TO A POINT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST ALONG SAID SOUTH LINE, 1223.53 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 05 SECONDS EAST, 100.01 FEET TO THE PLACE OF BEGINNING, CONTAINING 20.430 ACRES MORE OR LESS, ALL IN McHENRY COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, AND THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 70.77 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 28 SECONDS EAST, 668.49 FEET; THENCE WESTERLY ALONG A NON TANGENTIAL CURVE CONCAVE NORTHERLY WITH A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 174.25 FEET, SAID ARC HAVING A CHORD BEARING OF NORTH 84 DEGREES 56 MINUTES 52 SECONDS WEST AND A CHORD LENGTH OF 173.16 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 17 SECONDS WEST, 89.95 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 41.17 FEET, SAID ARC HAVING A CHORD BEARING OF NORTH 79 DEGREES 45 MINUTES 05 SECONDS WEST AND A CHORD LENGTH OF 41.09 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 18 SECONDS WEST, 66.29 FEET; THENCE NORTH 22 DEGREES 06 MINUTES 11 SECONDS WEST, 301.56 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 28 SECONDS EAST, 249.32 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 06 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 494.20 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 26 SECONDS EAST ALONG THE
Legal Description of the SUBJECT PROPERTY, cont.

NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 3, 1034.96 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY
LINE OF THE CHICAGO & NORTHWESTERN RAIL ROAD COMPANY; THEN
SOUTH 29 DEGREES 12 MINUTES 22 SECONDS WEST ALONG
SAID RIGHT OF WAY LINE, 1337.83 FEET; THEN
SOUTHERLY ALONG THE SAID
RIGHT OF WAY LINE, SAID LINE BEING A CURVE CONCAVE EASTERLY WITH A
RADIUS OF 5617.53 FEET, AN ARC LENGTH OF
180.94 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 28 DEGREES 17
MINUTES 00 SECONDS WEST AND A CHORD LENGTH OF 180.93 FEET, TO A POINT
ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 3; THEN
SOUTH 89 DEGREES 18 MINUTES 05 SECONDS
WEST ALONG THE SAID SOUTH LINE, 306.06 FEET TO THE PLACE OF BEGINNING,
CONTAINING 27.879 ACRES MORE OR LESS, ALL IN McHENRY COUNTY, ILLINOIS.
BILL OF SALE

Seller, Heritage Pointe Estates, LLC, of McHenry, Illinois, an Illinois limited liability company, in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, City of McHenry, Illinois, the following described personal property, to-wit:

All lines, conduit, pipes, valves, hydrants, all necessary accessories, structures, and appurtenances used in connection with existing water, sanitary sewer, storm lines and retention ponds, in development/subdivision known as Patriot Estates, McHenry, Illinois, including but not limited to water connections, 8” D.L water main; 3/4” water service; 8” valves and vaults; fire hydrants; B Boxes; trench backfill; sanitary connections; sanitary SDR 25; 8” SDR 25/Sanitary; sanitary manholes, trench backfill; aggregate base/shoulder; top soil; all curbs; sidewalks; light poles; landscaping; all blacktop areas and all street signs.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitness, and merchantability are hereby excluded.

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound thereby.

IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at McHenry, Illinois this 27th Day of November, 2018.

HERITAGE POINTE ESTATES, LLC

By: John C. Cutr, LLC
A Delaware limited liability company, A Member

By: John C. Cutr. Its sole Member and Manager

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT John C. Cutr, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of November, 2018.

Official Seal
JOYCE M. HAUG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/19/19

Notary Public
Ross Polerecky

From: Pieper, Chad <cpieper@hrgreen.com>
Sent: Wednesday, January 9, 2019 11:26 PM
To: Ross Polerecky
Subject: Patriot Estates - Bike Path Connection
Attachments: RE: MCCD bike path connections

Ross,

The following is the estimate of construction I have developed for the connection to the MCCD Prairie Trail in the Patriot Estates subdivision. The attached email lays out some of the requirements dictated by MCCD but without a topo survey and a design, this estimate is based on a lot of assumptions. Please review and let me know if you have any questions. Please note that the small quantity nature of this project makes estimates very difficult and inflates unit costs.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization (assuming equipment for 4 hours)</td>
<td>EACH</td>
<td>1</td>
<td>$1500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Grading (clearing and grubbing)</td>
<td>CUYD</td>
<td>120</td>
<td>$10.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Topsoil (Furnish &amp; Place – 2” pulverized)</td>
<td>SQYD</td>
<td>28</td>
<td>$2.00</td>
<td>$56.00</td>
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<tr>
<td>Seeding</td>
<td>SQYD</td>
<td>28</td>
<td>$1.75</td>
<td>$49.00</td>
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<tr>
<td>Erosion Control Blanket</td>
<td>SQYD</td>
<td>28</td>
<td>$5.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Culvert CMP 12”</td>
<td>FOOT</td>
<td>20</td>
<td>$10.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Anti-Vehicle Bollard</td>
<td>EACH</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Prairie Trail Sign</td>
<td>EACH</td>
<td>1</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>Mutt mitt with trash receptacle</td>
<td>EACH</td>
<td>1</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Signage (Yield &amp; No Motor Vehicles)</td>
<td>EACH</td>
<td>2</td>
<td>$350.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>HMA Surface 1.5” Mix D, N50</td>
<td>TON</td>
<td>1</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>HMA Binder 2.5”, IL-19, N50</td>
<td>TON</td>
<td>1.5</td>
<td>$200.00</td>
<td>$300.00</td>
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<tr>
<td>Bituminous materials (Prime Coat)</td>
<td>Gal</td>
<td>3.5</td>
<td>$1.00</td>
<td>$3.50</td>
</tr>
<tr>
<td>Agg Base, 8” CA-6 100% crushed</td>
<td>SQYD</td>
<td>10</td>
<td>$15.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Project SUB-TOTAL: $6,048.50
Contingency 25% $1,562.13
PROJECT TOTAL $7,610.63

Chad J. Pieper, PE
Project Manager – Gov. Services
HR GREEN, INC.

The contents of this transmission and any attachments are confidential and intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.
Ross Polerecky

From: Pieper, Chad <cppieper@hrgreen.com>
Sent: Tuesday, January 22, 2019 5:03 PM
To: Ross Polerecky
Subject: RE: Patriot Estates Striping Numbers
Attachments: 20190122170317613.pdf

Ross,

Here are the numbers to go from Crystal Lake Rd to Bull Valley. Please note we need to make the revision at the Bull Valley intersection to not have a through lane.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Costs</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermoplastic Letters &amp; Symbols (Turn Arrow - 35 each at 15.6 SF/EA)</td>
<td>SQFT</td>
<td>546</td>
<td>$7.00</td>
<td>$3,822.00</td>
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<tr>
<td>Thermoplastic pavement Markings - 24&quot; White (Stop Bars)</td>
<td>FOOT</td>
<td>223</td>
<td>$4.00</td>
<td>$892.00</td>
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<tr>
<td>Thermoplastic pavement Markings - 12&quot; Yellow (Diagonals)</td>
<td>FOOT</td>
<td>528</td>
<td>$2.00</td>
<td>$1,052.00</td>
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<tr>
<td>Thermoplastic pavement Markings - 12&quot; White (Chevron)</td>
<td>FOOT</td>
<td>60</td>
<td>$2.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>Thermoplastic pavement Markings – 6” White (Crosswalk and Lane Line)</td>
<td>FOOT</td>
<td>1,739</td>
<td>$1.00</td>
<td>$1,739.00</td>
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<tr>
<td>Thermoplastic pavement Markings - 4' Yellow (lane line)</td>
<td>FOOT</td>
<td>8,352</td>
<td>$0.60</td>
<td>$5,011.20</td>
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</tbody>
</table>

Project sub-total: $12,636.20
25% Contingency: $3,159.05

PROJECT TOTAL: $15,795.25

Please let me know if you have any questions.

Chad J. Pieper, PE
Project Manager – Gov. Services
HR GREEN, INC.

420 N Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 | Fax 815.385.1781 | Direct 815.759.8346 | Cell 815.482.8706
HRGreen HRGREEN.COM

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TO: Planning and Development - McHenry

This petition is to ask that you reconsider your proposed plan for walking trails in the Patriot Estates development at Bull Valley Rd. and Crystal Lake Rd. The following residents are against walking trails that would connect to the Prairie Path for some of the following reasons:

1 - The trail is too close to some of the homes
2 - It will be an open invitation to outsiders in our community
3 - We have already had a home break-in and burglary
4 - When sidewalks are completed there will be plenty of safe walking areas
5 - Most seniors are not interested in getting to the Prairie Path

NAME

Sergey Ennies

R. J. Red

Val + Margaret Meyer

Jim + Kathy Howard

Greg + Renee Corser

Allen Upchurch

Fred Miler

Joe Frei

Alan Boldtman

Barb Kelso

ADDRESS

1016 Monroe Ave

1169 Monroe

1004 Monroe

916 Monroe

912 Monroe

1012 Monroe

1028 Monroe

913 Yorktown

1013 Madison

1106 Monroe
Joe Gardiner  1017 Madison Ave
H. Berkley  812 Madison
Elizabeth Jay  808 Madison
June Madison  800 Madison
Joe Keller  810 Hanson Ave

Beth K.  814 Hanson Ave
Diane Cassidy  819 Hanson Ave
Tony Munar  908 Hanson Ave

Dorothy Holpa  1118 Monroe Ave
Narcissa D. Coates  1000 Monroe M, healy, de 60050
PROCLAMATION DECLARING FEBRUARY AS NATIONAL CHILDREN’S DENTAL HEALTH MONTH IN THE CITY OF McHENRY

WHEREAS, the future is, to a large measure, dependent on the good health of our families; and

WHEREAS, good health can be achieved in part through good dental habits learned early and reinforced throughout life; and

BE IT RESOLVED, that I Wayne Jett, Mayor of the City of McHenry, thereby proclaim the month of February as Children’s Dental Health Month and urge that all citizens and community organizations join in this observance.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of McHenry, Illinois to be affixed this 21st day of February, 2019.

Wayne S. Jett, Mayor
CONSENT AGENDA SUPPLEMENT

TO: Mayor and City Council
FROM: John R. Birk, Chief of Police
FOR: February 4th, 2019 Regular City Council meeting
RE: Authorization to sign and execute an Intergovernmental Agreement for dispatch services provided by the McHenry Dispatch Center to Union Police Department.

ATT: Intergovernmental Agreement between the City of McHenry and Village of Union
Ordinance Authorizing Execution of Agreement

AGENDA ITEM SUMMARY:
The McHenry Police Department has been providing emergency dispatch services for the Village of Union since May of 2016. The current intergovernmental agreement is set to expire on April 30, 2019. Staff has negotiated a new agreement with Union and is seeking Council’s approval to authorize the Mayor to enter into a new intergovernmental agreement with the Village of Union. Staff is available for any questions Council may have.

BACKGROUND:
Currently the City of McHenry owns and operates a Public Service Answer Point (PSAP) that provides multi-jurisdictional emergency dispatch services for (16) sixteen different police and fire agencies. The Union Police Department has been an existing customer of the dispatch center since May 1st of 2016. Effective April 30th, 2019 the current intergovernmental agreement between the City of McHenry and the Village of Union for dispatch services is set to expire.

Contact was made with the Village of Union to notify them of the upcoming IGA expiration. The McHenry Police Department (including the NERCOM Board) and the Union Police Department wish to renew their agreement for dispatch services.

ANALYSIS:
The City of McHenry and the Village of Union have agreed to a revised fee structure for dispatch services that would take effect with the newly proposed agreement on May 1st, 2019. The newly proposed agreement is set for a (5) five year term.
Beginning on May 1, 2019, Union shall pay monthly dispatch fees to McHenry, to be paid no later than the 10th day of each month ("Dispatch Fees"). The Dispatch Fees for Fiscal Year 2019/2020 shall be calculated at the rate of $29.00 per service call ("Service Call Rate") and $13.00 per traffic stop ("Traffic Stop Rate") multiplied by the number of service calls and Traffic calls dispatched by McHenry for Marengo during calendar year 2018. Commencing on each anniversary date of this Agreement, the Service Call Rate and Traffic Stop Rate shall each increase by 2.5% each year ("Adjusted Dispatch Rates") and the Adjusted Dispatch Rates shall be multiplied by the number of service calls and traffic calls dispatched by McHenry for Union in the prior calendar year, thereby arriving at the Adjusted Dispatch Fees for the next year of Dispatch Services to be paid on the same monthly basis as the Original Term Dispatch Fee.

RECOMMENDATION:
If Council concurs, then it is recommended that a motion made to approve the attached Ordinance authorizing the Mayor’s execution of a five year intergovernmental agreement between the City of McHenry and the Union Police Department for dispatch services for a term starting May 1st, 2019 and ending April 30th, 2024.
ORDINANCE NO 19-

AN ORDINANCE AUTHORIZING THE MAYOR'S EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MCHENRY AND VILLAGE OF UNION FOR DISPATCH SERVICES

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

WHEREAS, the Mayor and the McHenry City Council desire to enter into an Intergovernmental Agreement with the Village of Union to provide Dispatch Services.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the McHenry City Council as follows:

SECTION 1:
   a. The Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby approved.
   b. The Mayor of the City of McHenry is hereby authorized to execute said agreement.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All Ordinances or parts thereof in conflict with the terms and provisions hereof are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the City of McHenry, McHenry County, Illinois.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 4th day of February 2019.

Voting Aye: 
Voting Nay: 
Abstaining: 
Not Voting: 
Absent: 

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Exhibit A
Intergovernmental Agreement
CONSENT AGENDA SUPPLEMENT

TO: Mayor and City Council
FROM: John R. Birk, Chief of Police
FOR: February 4th, 2019 Regular City Council meeting
RE: Authorization to sign and execute an Intergovernmental Agreement for dispatch services provided by the McHenry Dispatch Center to Marengo Police Department.

ATT: Intergovernmental Agreement between the City of McHenry and City of Marengo
Ordinance Authorizing Execution of Agreement

AGENDA ITEM SUMMARY:
The McHenry Police Department has been providing emergency dispatch services for the City of Marengo since May of 2016. The current intergovernmental agreement is set to expire on April 30, 2019. Staff has negotiated a new agreement with Marengo and is seeking Council’s approval to authorize the Mayor to enter into a new intergovernmental agreement with the City of Marengo. Staff is available for any questions Council may have.

BACKGROUND:
Currently the City of McHenry owns and operates a Public Service Answer Point (PSAP) that provides multi-jurisdictional emergency dispatch services for (16) sixteen different police and fire agencies. The Marengo Police Department has been an existing customer of the dispatch center since May 1st of 2016. Effective April 30th, 2019 the current intergovernmental agreement between the City of McHenry and the City of Marengo for dispatch services is set to expire.

Contact was made with the Marengo Police Chief and City Administrator to notify them of the upcoming IGA expiration. The McHenry Police Department (including the NERCOM Board) and the Marengo Police Department wish to renew their agreement for dispatch services.

ANALYSIS:
The City of McHenry and the City of Marengo have agreed to a revised fee structure for dispatch services that would take effect with the newly proposed agreement on May 1st, 2019. The newly proposed agreement is set for a (5) five year term.
Beginning on May 1, 2019, Marengo shall pay monthly dispatch fees to McHenry, to be paid no later than the 10th day of each month ("Dispatch Fees"). The Dispatch Fees for Fiscal Year 2019/2020 shall be calculated at the rate of $29.00 per service call ("Service Call Rate") and $13.00 per traffic stop ("Traffic Stop Rate") multiplied by the number of service calls and Traffic calls dispatched by McHenry for Marengo during calendar year 2018. Commencing on each anniversary date of this Agreement, the Service Call Rate and Traffic Stop Rate shall each increase by 2.5% each year ("Adjusted Dispatch Rates") and the Adjusted Dispatch Rates shall be multiplied by the number of service calls and traffic calls dispatched by McHenry for Marengo in the prior calendar year, thereby arriving at the Adjusted Dispatch Fees for the next year of Dispatch Services to be paid on the same monthly basis as the Original Term Dispatch Fee.

RECOMMENDATION:
If Council concurs, then it is recommended that a motion made to approve the attached Ordinance authorizing the Mayor’s execution of a five year intergovernmental agreement between the City of McHenry and the Marengo Police Department for dispatch services for a term starting May 1st, 2019 and ending April 30th, 2024.
ORDINANCE NO 19-

AN ORDINANCE AUTHORIZING THE MAYOR'S EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MCHENRY AND CITY OF MARENGO FOR DISPATCH SERVICES

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

WHEREAS, the Mayor and the McHenry City Council desire to enter into an Intergovernmental Agreement with the City of Marengo to provide Dispatch Services.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the McHenry City Council as follows:

SECTION 1:  
a. The Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby approved.
b. The Mayor of the City of McHenry is hereby authorized to execute said agreement.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All Ordinances or parts thereof in conflict with the terms and provisions hereof are hereby repealed to the extent of such conflict.

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SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 4th day of February 2019.

Voting Aye:  
Voting Nay:  
Abstaining:  
Not Voting:  
Absent:  

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Exhibit A
Intergovernmental Agreement
Intergovernmental Agreement for Dispatch Services
Between the City of McHenry and City of Marengo

This Agreement is effective this 1st day of May, 2019 by and between the City of McHenry ("McHenry") and the City of Marengo ("Marengo").

Recitals

A. McHenry provides, among other services, radio dispatched police and law enforcement services ("Dispatching Services").

B. Marengo desires to continue utilizing Dispatching Services of McHenry for the purposes of providing 24-hour E 9-1-1 telephone answering service for emergency police officers employed by the City and other services.

C. McHenry and Marengo have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1979, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged as being received, Marengo and McHenry agree as follows:

1. **Term of Agreement:** This Agreement shall commence on May 1, 2019 and terminate on April 30, 2024, unless earlier terminated by either party upon (6) six month’s written notice to the other party for any reason or no reason at all. In no event shall any portion of the fee payable herein be subject to reimbursement due to early termination of this Agreement by either party. This Agreement may only be extended by written agreement of both parties hereto.

2. **McHenry’s Obligation:** McHenry shall provide Dispatching Services to Marengo during the term of this Agreement in accordance with Illinois law including but not limited to 210 ILCS 50/1 et seq. Commonly known as the “Emergency Medical Services EMS Systems Act”. Additional services include monitoring telephone services after 4:00 p.m., or as needed, initiation of emergency weather warning sirens and closed-circuit camera monitoring.

3. **Marengo Hardware:** At its sole expense, Marengo shall install and maintain any required radio infrastructure necessary to receive radio communications from its personnel and relay them to the McHenry Communications Center in McHenry, Illinois. The cost of telephone lines and interface equipment necessary to accomplish these services shall be the responsibility of Marengo.

4. **No Supervision of Direction:** McHenry Dispatching Services provided to Marengo hereunder are limited to the dispatch of Marengo police officers. McHenry dispatchers and on-duty supervisory personnel have no responsibility to ensure that Marengo police officers comply with any applicable rules and regulations. The supervision and direction Marengo police officers are outside the scope of this Agreement and remain the responsibility of Marengo.

5. **Dispatch Fee:** Beginning on May 1, 2019, Marengo shall pay monthly dispatch fees to McHenry, to be paid no later than the 10th day of each month ("Dispatch Fees"). The
Dispatch Fees for Fiscal Year 2019/2020 shall be calculated at the rate of $29.00 per service call (“Service Call Rate”) and $13.00 per traffic stop (“Traffic Stop Rate”) multiplied by the number of service calls and Traffic calls dispatched by McHenry for Marengo during calendar year 2018. Commencing on each anniversary date of this Agreement, the Service Call Rate and Traffic Stop Rate shall each increase by 2.5% each year (“Adjusted Dispatch Rates”) and the Adjusted Dispatch Rates shall be multiplied by the number of service calls and traffic calls dispatched by McHenry for Marengo in the prior calendar year, thereby arriving at the Adjusted Dispatch Fees for the next year of Dispatch Services to be paid on the same monthly basis as the Original Term Dispatch Fee.

**Miscellaneous Provisions**

6. Only an independent contractor relationship is created by this Agreement and neither party shall constitute an authorized agent of the other. This Agreement constitutes the entire agreement between the parties hereto and no other person or entity shall be deemed to be a beneficiary of this Agreement. No party shall assign this Agreement or the rights and duties hereunder. All notices give or required under this Agreement shall be in writing and sent by certified mail to McHenry Police Chief or the Marengo Police Chief, respectively.

7. Marengo hereby indemnifies McHenry and its elected and appointed officials, attorneys, officers, and employees, and hold them harmless from any claim, injury, or loss, no matter how allegedly sustained, arising out of or related in any way to the provision of, the use of, the disruption of, or the failure of McHenry to adequately or effectively provide Dispatching Services pursuant to this Agreement. Marengo shall reimburse McHenry for any attorneys’ fees incurred by McHenry in connection with defense of any such alleged claim, injury or loss, occurring during the term of this Agreement or thereafter arising out of the activities contemplated by this Agreement provided that the cause of action is not the result of negligence, lack of due care, gross negligence or willful and wanton misconduct on behalf of McHenry or its agents.

8. Marengo shall maintain, for the term of this Agreement, and any extensions thereof, comprehensive general liability insurance, issued by an insurance company qualified to do business in the State of Illinois, with minimum limits of $1,000,000/$3,000,000. McHenry shall be named as an additional insured on said policy and the policy shall provide that McHenry be given 30 days written notice of cancellation or material charges thereto.

City of Marengo

City of McHenry

By ___________________________  By ___________________________

Its Mayor         Date    Its Mayor         Date
CONSENT AGENDA

DATE: February 4, 2019

TO: Mayor and City Council

FROM: Ross Polerecky, Director of Community Development

RE: Request to advertise for bids for the replacement of rooftop unit number four at the Municipal Center

AGENDA ITEM SUMMARY:
In the fall of 2018 the cooling compressor in rooftop unit number four failed similar to rooftop unit 1 in 2017. The replacement of this rooftop unit is necessary, staff is seeking city council approval to competitively bid the project.

BACKGROUND:
In 2017 RTU number one failed and was replaced, a similar failure has happened in RTU number four and replacement is required. Staff researched all options to fix the existing unit but due to the age of the units it is more cost effective to replace the unit as a whole. These RTU’s are original from the construction of the Municipal Center.

ANALYSIS:
The remaining RTU’s have been identified in the CIP as they have come to the end of their expected useful lifespan. It is crucial that the specific unit for this request gets replaced prior to the summer months to eliminate the need for temporary cooling.

RECOMMENDATION:
Therefore, if City Council concurs, staff is seeking a motion to advertise for bids for the replacement of rooftop unit number four at the Municipal Center.
CONSENT AGENDA

DATE: February 4, 2019
TO: Mayor and City Council
FROM: Bill Hobson, Director of Parks and Recreation
RE: Award Bid for 2019 Printing Services
ATT: Bid Tally Sheet

AGENDA ITEM SUMMARY:
On January 24, 2019, Staff conducted a bid opening for printing services for 19,000 summer, 7,000 fall, and 7,000 winter/spring copies of the McHenry Parks and Recreation Department Program Brochure and 15,500 spring/summer and 15,500 fall/winter copies of the City Newsletter.

BACKGROUND/ANALYSIS:
Staff mailed bid packets to 19 printing companies and six bids were submitted. Woodward Printing Services submitted the lowest total bid of $25,929.00 for 4-color process. Woodward Printing satisfactorily produced the 2018, 2017, 2016 and 2014 brochures and newsletters.

RECOMMENDATION:
Therefore, if Council concurs, then it is recommended a motion be made to approve the bid submitted by Woodward Printing Services to print three seasonal brochures for the Parks and Recreation Department and two City Newsletters for the total bid of $25,929.00, as presented.
**BID OPENING**

**Thursday, January 24, 2019, 11:00 AM**

McHenry Municipal Center

Parks Program Brochure and City Newsletter Printing Services

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>BID TOTALS-Newsletter Black Ink Only</th>
<th>BID TOTALS-Newsletter in Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>K.K. Stephens Publishing Company</td>
<td>2-Spring/Winter Newsletters (Black Ink Only)</td>
<td>2-Spring/Winter Newsletters (Color)</td>
</tr>
<tr>
<td>100 N. Pearl Street</td>
<td>3-Seasonal Park Brochures-(Color)</td>
<td>3-Seasonal Park Brochures (Color)</td>
</tr>
<tr>
<td>Astoria IL 61501</td>
<td><strong>Total-$19,864.79</strong></td>
<td><strong>Total-$26,810.10</strong></td>
</tr>
<tr>
<td>Action Printing</td>
<td>2-Spring/Winter Newsletters (Black Ink Only)</td>
<td>2-Spring/Winter Newsletters (Color)</td>
</tr>
<tr>
<td>N6637 Rolling Meadows Drive</td>
<td>3-Seasonal Park Brochures- (Color)</td>
<td>3- Seasonal Park Brochures (Color)</td>
</tr>
<tr>
<td>Fond du Lac WI 54937</td>
<td><strong>Total-$28,260.00</strong></td>
<td><strong>Total- $38,921.00</strong></td>
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<td>Woodward Printing Services</td>
<td>2-Spring/Winter Newsletters (Black Ink Only)</td>
<td>2-Spring/Winter Newsletters (Color)</td>
</tr>
<tr>
<td>11 Means Drive</td>
<td>3- Seasonal Park Brochures- (Color)</td>
<td>3-Seasonal Park Brochures (Color)</td>
</tr>
<tr>
<td>Platteville, WI 53818</td>
<td><strong>Total-$20,026.00</strong></td>
<td><strong>Total- $25,929.00</strong></td>
</tr>
<tr>
<td>John S. Swift Co. Inc. Lithographers</td>
<td>2-Spring/Winter Newsletters (Black Ink Only)</td>
<td>2-Spring/Winter Newsletters (Color)</td>
</tr>
<tr>
<td>999 Commerce Court</td>
<td>3- Seasonal Park Brochures- (Color)</td>
<td>3-Seasonal Park Brochures (Color)</td>
</tr>
<tr>
<td>Buffalo Grove, IL 60089</td>
<td><strong>Total-$24,800.00</strong></td>
<td><strong>Total-$32,900.00</strong></td>
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<tr>
<td>Creekside Printing</td>
<td>2-Spring/Winter Newsletters (Black Ink Only)</td>
<td>2-Spring/Winter Newsletters (Color)</td>
</tr>
<tr>
<td>1175 Davis Road</td>
<td>3-Seasonal Park Brochures (Color)</td>
<td>3-Seasonal Park Brochures (Color)</td>
</tr>
<tr>
<td>Elgin, IL 60123</td>
<td><strong>Total-$26,992.00</strong></td>
<td><strong>Total- $36,369.00</strong></td>
</tr>
<tr>
<td>Consolidated Printing</td>
<td>2-Spring/Winter Newsletters (Black Ink Only)</td>
<td>2-Spring/Winter Newsletters (Color)</td>
</tr>
<tr>
<td>5942 Northwest Hwy</td>
<td>3-Seasonal Park Brochures (Color)</td>
<td>3-Seasonal Park Brochures (Color)</td>
</tr>
<tr>
<td>Chicago, IL 60631</td>
<td><strong>Total-51,884.00</strong></td>
<td><strong>Total-$66,954.00</strong></td>
</tr>
</tbody>
</table>
CONSENT AGENDA SUPPLEMENT

DATE: February 4, 2019

TO: City Council

FROM: Jon M. Schmitt, Director of Public Works

RE: IDOT Resolution permitting repair work in State Right-of-Ways

ATT: Resolution

AGENDA ITEM SUMMARY:
Staff requests City Council to approve a Resolution for work in state right-of-ways for year 2019 and 2020.

BACKGROUND/ANALYSIS:
Chapter 121 of the Illinois Revised Statutes requires any person, firm or cooperation performing work within state right-of-ways to obtain a written permit from the Illinois Department of Transportation and provide a surety bond to protect and indemnify the state. IDOT will accept the attached Resolution to be used in lieu of the surety bond requirement. By having a Resolution on file with IDOT, emergency work can progress in a timely manner after gaining a verbal permit to proceed with repairs. The Resolution will be enacted for years 2019 and 2020.

RECOMMENDATION:
Therefore, if Council concurs, then it is recommended a motion is considered to approve a Resolution for work in state right-of-ways for year 2019 and 2020 as presented.
PERMITS
Resolution for Construction on State Highway

January 8, 2019

The Honorable Susan E. Low
Mayor
City of McHenry
333 South Green Street
McHenry, IL 60050

Dear Mayor Low:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken water mains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.
January 8, 2019
Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator at (847) 705-4142.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

By: ____________________________

Thomas G. Gallenbach, P.E.
Traffic Permits Engineer
RESOLUTION

Whereas, the__________, hereinafter referred to as MUNICIPALITY, located in the County of__________, State of Illinois, desires to undertake, in the years 20__ and 20__, the location, construction, operation and maintenance of driveways and street returns, watermain, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I,__________________, hereby certify the

above to be true copy of the resolution passed by the

MUNICIPALITY. Dated this_______day

Of__________, A.D.____

Corporate Seal

By:__________________________________________
CONSENT AGENDA SUPPLEMENT

DATE: February 4, 2019
TO: Mayor and City Council
FROM: Bill Hobson, Director of Parks and Recreation
RE: McHenry Parks & Recreation Facilities Alcohol & Special Use permit requests
ATT: Permit List and Applications

All fees and documentation have been satisfactorily submitted for the attached McHenry Parks & Recreation Facilities Alcohol & Special Use permit requests.

If Council concurs, then it is recommended a motion is considered to approve the attached McHenry Parks & Recreation Facilities Alcohol & Special Use permit requests.
FOR COUNCIL MEETING ON FEBRUARY 4, 2019

Shelter Rental Alcohol Permits
These are alcohol permit requests associated with shelter rentals

<table>
<thead>
<tr>
<th>Date</th>
<th>Applicant</th>
<th>Address</th>
<th>Park</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/15/19</td>
<td>Richard Hawkins</td>
<td>3713 W John St</td>
<td>Veterans</td>
<td>Family Picnic</td>
</tr>
<tr>
<td>06/23/19</td>
<td>Julie Pleroni</td>
<td>4000 Maple Ave</td>
<td>PP A</td>
<td>Family Picnic</td>
</tr>
<tr>
<td>07/27/19</td>
<td>Kathy Hettermann</td>
<td>3615 W John St</td>
<td>PP A</td>
<td>Family Picnic</td>
</tr>
<tr>
<td>08/03/19</td>
<td>Tom Schmidt</td>
<td>214 N Dale Ave</td>
<td>Veterans</td>
<td>Family Picnic</td>
</tr>
<tr>
<td>08/10/19</td>
<td>Candid Reliche</td>
<td>1501 N Rivers de Dr</td>
<td>PP B</td>
<td>Family Picnic</td>
</tr>
<tr>
<td>08/11/19</td>
<td>Leon Schmidt</td>
<td>1810 N Rivers de Dr</td>
<td>PP A</td>
<td>Family Picnic</td>
</tr>
<tr>
<td>08/11/19</td>
<td>Dave Bauer</td>
<td>3614 W Grand Ave</td>
<td>PP B</td>
<td>Family Picnic</td>
</tr>
</tbody>
</table>

Special Use Permits
These are special use permit requests associated with shelter rentals

<table>
<thead>
<tr>
<th>Date</th>
<th>Applicant</th>
<th>Address</th>
<th>Park</th>
<th>Special Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/21/19</td>
<td>First United Methodist</td>
<td>3717 W Main St</td>
<td>PP Beach</td>
<td>Easter Sunrise Service</td>
</tr>
<tr>
<td>08/18/19</td>
<td>Bernie Matchen</td>
<td>3808 W Maple Ave</td>
<td>PP Park Lot</td>
<td>North Shore Rods</td>
</tr>
</tbody>
</table>

Recreation Center Room Rental Alcohol Permits
These are alcohol permit requests associated with Recreation Center room rentals or programs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Applicant</th>
<th>Address</th>
<th>Rec Center</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/02/19</td>
<td>Kacey Nystrom</td>
<td>1003 Hilltop Blvd</td>
<td>Room A</td>
<td>Birthday Party</td>
</tr>
<tr>
<td>03/24/19</td>
<td>Pat Gorniak</td>
<td>2914 E Hickory Dr/WL</td>
<td>Room A/B</td>
<td>Shower</td>
</tr>
</tbody>
</table>
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Rental Date: 6-15-19  Rental Time: 9AM - 8PM

Name of Applicant: RICHARD HAWKINS  Date of Birth: 6-2-50

Group/Organization (If applicable):

Address: 3713 W. John Dr  City/State/Zip: McHenry, IL 60050

Home Phone: 815-249-7166  Cell Phone: 815-861-7074

Personal Email: RICHARD.3713@comcast.net

Event Title/Activity: Family

Attendance: 50

List all activities to be held:

SHELTER:  ☑ Knox Shelter A  ☑ Petersen Shelter A  ☑ Petersen Shelter C  ☑ Veterans Shelter

WEDDING:  ☑ Ralls removed at Veterans Memorial Park ($25 fee)

BEER/WINE: (at least 4 weeks notice needed)

Type of Alcohol to be Served: ☑ None  ☑ Wine  ☑ Beer  NO OTHER ALCOHOL ALLOWED

Amount of Alcohol:

Wine Bottles #  3  Beer Cases #  1  Beer Kegs #

SPECIAL USE: (at least 4 weeks notice needed) - Equipment provided by renter

☐ Tent  ☑ Bounce House Location:

Applicant to call JULIE (1-800-892-0103) for staking of Tents and Bounce Houses

☐ Tables # 200  ☑ Chairs # 200  ☑ Benches # 10  ☑ Wedding Arch

☐ Performer  ☑ Music  ☑ DJ  ☑ Band  ☑ Carnival Rides  ☑ Animals

☐ Catered Pig Roast

☐ Other

OTHER:

OTHER DEP:

Gr

DATE DEP:

SL:

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health 815-334-4585

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said permit shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature: RICHARD HAWKINS  Date: 1-3-19
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 1/14/19

Rental Date: June 23rd, 2019
Rental Time: 6:00 PM

Name of Applicant: Julie Pieroni
Date of Birth: 9/10/37

Group/Organization (if applicable):

Address: 4000 Maple Ave
City/State/Zip: McHenry, IL 60050

Home Phone: 312-380-2291
Cell Phone: 

Personal Email: julie.pieroni@gmail.com

Event Title/Activity: 
Attendance: 50

List all activities to be held:

SHELTER:
- ☐ Knox Shelter A
- ☐ Peterson Shelter A
- ☐ Peterson Shelter C
- ☐ Veterans Shelter
- ☐ Knox Shelter B
- ☐ Peterson Shelter B
- ☐ Veterans Gazebo
- ☐ Other

WEDDING:
- ☐ Rails removed at Veterans Memorial Park ($25 fee)

BEER/WINE (at least 4 weeks notice needed)
- ☐ None
- ☐ Wine
- ☐ Beer
- ☐ NO OTHER ALCOHOL ALLOWED

Amount of Alcohol:
- Wine Bottles:
- Beer Cases:
- Beer Kegs:

SPECIAL USE: (at least 4 weeks notice needed) – Equipment provided by renter
- ☐ Tent
- ☐ Bounce House Location:
- ☐ Tables:
- ☐ Chairs:
- ☐ Benches:
- ☐ Wedding Arch
- ☐ Performer
- ☐ Music:
- ☐ DJ
- ☐ Band
- ☐ Carnival Rides
- ☐ Animals
- ☐ Catered Plq Roast
- ☐ Other

OTHER:
- Groups over 500 must obtain additional: ☐ dumpsters ☐ portable toilets

DAMAGE DEP:
- Credit Card Number: 
- Expiration: 
- CVV:

Signature: 
Date: 1-16-19

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health 815-334-4585

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property, pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature: 
Date: 1-16-19
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 2-3-19

Rental Date: July 27, 2019  Rental Time: 11:00 am till 7:00 pm

Name of Applicant: Kathy Hettermann  Date of Birth: 3-1-1945

Group/Organization (if applicable): Hettermann Family Picnic

Address: 3045 W. Joliet St.  City/State/Zip: McHenry, IL 60050

Home Phone: 815-385-4317  Cell Phone: 

Personal Email: 

Event Title/Activity: Hettermann Family Picnic  Attendance: 100

List all activities to be held: 

SHELTER: ☐ Knox Shelter A  ☑ Petersen Shelter A  ☐ Petersen Shelter C  ☐ Veterans Shelter

☐ Knox Shelter B  ☐ Petersen Shelter B  ☐ Veterans Gazebo  ☐ Other

WEDDING: ☐ Itallis removed at Veterans Memorial Park ($25 fee)

BEER/WINE: (at least 4 weeks notice needed)

☐ Type of Alcohol to be Served: ☐ None  ☐ Wine ☑ Beer  ☐ NO OTHER ALCOHOL ALLOWED

☐ Amount of Alcohol:  Wine Bottles #  Beer Cases #  Beer Kegs #

SPECIAL USE: (at least 4 weeks notice needed)  ~ Equipment provided by renter

☐ Tent  ☐ Bounce House Location: 

☑ Tables #  ☐ Chairs #  ☐ Benches #  ☐ Wedding Arch

☐ Performer  ☐ Music  ☐ DJ  ☐ Band  ☐ Carnival Rides  ☐ Animals

☐ Catered Plq Roast  ☐ Other

OTHER: Groups: 

DAMAGE DEP: Credit: C

Signature: Kathy Hettermann  Date: 1-2-2019

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-385-4385. I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property, pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit. I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 11/16/19

Rental Date: Aug. 7, 2019
Rental Time: 11am - 7pm

Name of Applicant: Tom Schmidt
Date of Birth: 6-9-57

Group/Organization (If applicable):

Address: 214 N. Dale Ave,
City/State/Zip: McHenry 11-0050

Home Phone: 815-344-3323
Cell Phone: 815-335-4199

Personal Email: tschmidt0657@yahoo.com

Event Title/Activity: Family Picnic
Attendance: 100

List all activities to be held:

SHELTER:
- [ ] Knox Shelter A
- [ ] Petersen Shelter A
- [ ] Petersen Shelter B
- [ ] Veterans Shelter
- [x] Knox Shelter B
- [ ] Petersen Shelter C
- [ ] Veterans Gazebo
- [ ] Other

WEDDING:
- [ ] Rolls removed at Veterans Memorial Park ($25 fee)

BEER/WINE: (at least 4 weeks notice needed)

Type of Alcohol to be Served:
- [ ] None
- [x] Wine
- [ ] Beer
- [ ] NO OTHER ALCOHOL ALLOWED

Amount of Alcohol:
- [ ] Wine Bottles #
- [ ] Beer Cases #
- [ ] Beer Kegs #

SPECIAL USE: (at least 4 weeks notice needed) - Equipment provided by renter

- [ ] Tent
- [ ] Bounce House Location:

Applicant to call JULIE (1-800-892-0123) for staking of Tent and Bounce Houses

- [ ] Tables #
- [ ] Chairs #
- [ ] Benches #
- [ ] Wedding Arch
- [ ] Performer
- [ ] Music: □ DJ □ Band
- [ ] Carnival Rides
- [ ] Animals
- [ ] Catered Pig Roast
- [ ] Other

OTHER: Groups over 500 must obtain additional: □ dumpsters □ portable toilets

DAMAGE DEP:
Credit Card Number: ___________ Expiration: ___________ CVV: ___________

Signature: ____________________ Date: 11/16/2019

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-334-4535

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property, pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in a loss of deposits.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature: ____________________ Date: 11/16/2019
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 1/4/19

Rental Date: August 10  Rental Time: 11:30 - 4:30
Name of Applicant: Candie Renelle  Date of Birth: 10/16/71
Group/Organization (if applicable):  
Address: 1549 N. Riverside  City/State/Zip: McHenry, IL 60050
Home Phone:  Cell Phone: 644-3670, 644-6952
Personal Email: Crickle2554@yahoo.com
Event Title/Activity: Family Fun Fest  Attendance: 50

List all activities to be held:

SHELTER:  
- Knox Shelter A  - Petersen Shelter A  - Petersen Shelter C  - Veterans Shelter
- Knox Shelter B  - Petersen Shelter B  - Veterans Gazebo  - Other

WEDDING:  
- Arches removed at Veterans Memorial Park ($5 fee)

BEER/WINE: (at least 4 weeks notice needed)

- Type of Alcohol to be Served:  
- None  - Wine  - Beer  - NO OTHER ALCOHOL ALLOWED
- Amount of Alcohol:
  - Wine Bottles #
  - Beer Cases #
  - Beer Kegs #

SPECIAL USE: (at least 4 weeks notice needed) - Equipment provided by renter

- Tent  - Bounce House Location:  
- Applicant to call JULIE (1-800-892-0123) for renting of Tents and Bounce Houses
- Tables #
- Chairs #
- Benches #
- Wedding Arch
- Performer  - Music  - DJ  - Band  - Carnival Rides  - Animals
- Catered Pig Roast
- Other

OTHER:  
- Groups:

DAMAGE DEP:  
- Credit 
- Signature:

Approval will be based on:
- Whether the activity conforms to the McHenry Parks & Recreation Department's guidelines
- Whether the application is complete in all respects
- Whether the application is submitted in accordance with the McHenry Parks & Recreation Department's procedures

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no unauthorized persons will be allowed to consume any alcohol brought onto the property. I agree that none of the alcohol allowed on the property will be served to minors or persons under the legal drinking age. I understand that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that if not complied with the rules will result in loss of deposit. I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability for injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature:  
Date: 1/4/18
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: JAN 2, 2019

Rental Date: AUGUST 11th, 2019  Rental Time: 10 AM - 5 PM
Name of Applicant: LEOUSCHMITT  Date of Birth: 6-1-38
Group/Organization (If applicable): ____________________________
Address: 1810 W RIVERSIDE DR. City/State/Zip: MCHENRY, ILLINOIS
Home Phone: 815-482-2466  Cell Phone: ____________________________
Personal Email: LEOUSCHMITT @ GMAIL.COM
Event Title/Activity: SCHMITT FAMILY PICNIC  Attendance: 160

List all activities to be held:

SHELTER: ☑ Knox Shelter A  ☑ Petersen Shelter A  ☐ Petersen Shelter C  ☐ Veterans Shelter
☐ Knox Shelter B  ☐ Petersen Shelter B  ☐ Veterans Gazebo  ☐ Other:

WEDDING: ☐ Rails removed at Veterans Memorial Park ($25 fee)

BEER/WINE: (at least 4 weeks notice needed)
☐ Type of Alcohol to be Served: ☐ None  ☐ Wine ☐ Beer  ☐ NO OTHER ALCOHOL ALLOWED
☐ Amount of Alcohol:  Wine Bottles #  Beer Cases #  Beer Kegs #

SPECIAL USE: (at least 4 weeks notice needed) - Equipment provided by renter
☐ Tent  ☐ Bounce House Location: ____________________________
☐ # Tables  # Chairs  # Benches  # Wedding Arch
☐ # Performer  ☐ Music  ☐ DJ  ☐ Band  ☐ Carnival Rides  ☐ Animals
☐ Catered Pig Roast  ☐ Other:

OTHER:  Groups

DAMAGE DEP.:  Credit C

Signature: ____________________________  Date: 1-2-19

Approval will be based on the items noted above. Any other requests are subject to further approval. A deposit is required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-334-3985

I agree all alcohol containers will be removed by applicant or placed in proper container on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I accept that none of the alcohol allowed in City of McHenry property pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature: ____________________________  Date: 1-2-19
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 1-7-19

Rental Date: 8-15-19
Rental Time: 10-5

Name of Applicant: DAVE BAVER
Date of Birth: 11/24/64

Group/Organization (if applicable):

Address: 3614 W. BRAND AVE. City/State/Zip: McHenry, IL 60050
Home Phone: 815-345-6258 Cell Phone: 815-641-0933
Personal Email: DAVE@WCOMM.NET

Event Title/Activity: FAMILY DINNER
Attendance: 50

List all activities to be held:

SHELTER:
- Knox Shelter A
- Peterson Shelter A
- Peterson Shelter C
- Veterans Shelter
- Knox Shelter B
- Peterson Shelter B
- Veterans Gazebo
- Other

WEDDING:
- Ballroom at Veterans Memorial Park ($25 fee)

BEER/WINE (at least 4 weeks notice needed)
- Type of Alcohol to be Served: Wine, Beer
- NO OTHER ALCOHOL ALLOWED
- Amount of Alcohol:
  - Wine Bottles # 5
  - Beer Cases # 3
  - Beer Kegs #

SPECIAL USE (at least 4 weeks notice needed) – Equipment provided by renter

- Tent
- Bounce House Location:

Applicant to call JULIE (1-800-892-0125) for Set-Up of Tents and Bounce Houses

- Tables #
- Chairs #
- Benches #
- Wedding Arch
- Performer
- Music:DJ,Band
- Carnival Rides
- Animals
- Catered Pig Roast
- Other

OTHER:
- Groups over 500 mns

DAMAGE DEP: Credit Card Number:

Signature: __________ Date: 1-7-19

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-344-4585

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be served any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and sold person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature: _________ Date: 1-7-19

Mail 1/
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 1/4/19

Rental Date: 4/21/19  Rental Time: 5:30am - 7:00am

Name of Applicant: Jerry Eiserman  Date of Birth: 

Group/Organization (If applicable): First United Methodist Church

Address: 311 W. Main  City/State/Zip: McHenry, IL 60050

Home Phone: 815-385-4189  Cell Phone: 815-861-8070

Personal Email: 

Event Title/Activity: Sunrise Service  Attendance: 50

List all activities to be held: Fire in a Pit / Religious Ceremony

SHELTER:  
- Knox Shelter A
- Peterson Shelter A
- Peterson Shelter C
- Veterans Shelter

WEDDING:  
- Rails removed at Veterans Memorial Park ($25 fee)

BEER/WINE: (at least 4 weeks notice needed)

- Type of Alcohol to be Served: [ ] None  [ ] Wine  [ ] Beer  [ ] NO OTHER ALCOHOL ALLOWED
- Amount of Alcohol: Wine Bottles #  Beer Cases #  Beer Kegs #

SPECIAL USES: (at least 4 weeks notice needed) - Equipment provided by renter

- Tent  [ ] Bounce House Location:
- Applicant to call JULIE (1-800-892-0123) for staking of Tents and Bounce Houses

- Tables #  Chairs #  Benches #  Wedding Arch
- Performer  [ ] Music: [ ] DJ  [ ] Band  [ ] Carnival Rides  [ ] Animals
- Catered Pig Roast
- Other: Sunrise Service

OTHER:  
- Groups over 500 must obtain additional:  [ ] dumpsters  [ ] portable toilets

DAMAGE DEP:  
- Credit Card Number:  Exp.:  CVV: 
- Signature:  Date:

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-334-4585

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property, pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature:  Date: 1/4/19
Shelter, Alcohol & Special Use Permit Application

Application Date: 01-07-2019

Rent Date: Aug. 18, 2019

Name of Applicant: Daniel Stedman

Address: 3808 W. Maple Ave, City/State/Zip: McHenry, IL 60050

Home Phone: 815-388-3623, Cell Phone: 815-388-3623

Event Title/Activity: North Shore Rods Car Show Attendance: 852

List all activities to be held:

- SHELTER: [ ] Knox Shelter A [ ] Petersen Shelter A [ ] Petersen Shelter C [ ] Veteren Shelter

- WEDDING: [ ] Knox Shelter B [ ] Petersen Shelter B [ ] Veteren Gazebo

- BEER/WINE: [ ] Rolls removed at Veterans Memorial Park ($25 fee)

- Type of Alcohol to be Served: [ ] None [ ] Wine [ ] Beer [ ] NO OTHER ALCOHOL ALLOWED

- Amount of Alcohol:

- SPECIAL USE (at least 4 weeks notice needed)

- [ ] Tent [ ] Bounce House Location:

- Applicant to call JULIE (1-800-892-0123) for location of Tents and Bounce Houses

- Tables # 12 [ ] Chairs # [ ] Benches # [ ] Wedding Arch

- Performer [ ] Music: [ ] DJ [ ] Band [ ] Carnival Rides [ ] Animals

- Catered Pig Roast [ ] MS & Catering

- Other: [ ] Garbage Cans

- Groups over 500 must obtain additional: [ ] dumpsters [ ] portable toilets

- DAMAGE DEP: Credit Card Number: [ ] Expiration: [ ] CVV: [ ]

- Signature: [ ] Date: 01-07-2019

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health 815-334-5585

I agree all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit; I agree that none of the alcohol allowed in City of McHenry property pursuant to this application will be sold, it being understood that the sale of alcohol under this and permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Shelter Guidelines.

Signature: Daniel Stedman

Date: 01-07-2019
McHenry Recreation Center
Facility Rental Permit Application

Application Date: 1/12/19

Rental Date: 3/12/19
Rental Time (Include set-up/clean-up): 8pm - 1pm

Name of Applicant: Kacey Nystrom
Date of Birth: 1/28/86

Group/Organization (If applicable): ____________________________

Address: 1003 Hilltop Blvd. City/State/Zip: McHenry, IL 60050

Home Phone: ____________________________ Cell Phone: 847-863-8629

Personal Email: Kallyk81@gmail.com

Event Title/Activity: 18th Birthday Party
Attendance: 50 - 55

ROOM:
- B
- Studio
- C
- Classroom
- Theater

SET-UP:
- Banquet

TABLES/CHAIRS/ROUND:
- #85
- #20

BEER/WINE: (At least 4 weeks notice needed)
Type of Alcohol to be Served: None or Wine or Beer
No other alcohol allowed

Amount of Alcohol:
- Wine Bottles: 2
- Beer Cases: 2
- Beer Kegs: 

SPECIAL USE: (At least 4 weeks notice needed) - Equipment provided by renter
- None
- Caterer: Name ____________________________
- DJ/Band/Performer: Name ____________________________
- Tent: Bounce House Location ____________________________

Applicant to call JULIE (1-800-892-1233) for staking of Tents and Bounce Houses

DAMAGE DEPO
- Credit
- Sign off

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, rental permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-334-4585

I agree all alcohol containers will be removed by applicant or placed in proper container on site on the rental date and that no underage or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property, pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Center Rental Guidelines.

Signature: ____________________________ Date: 1/12/19
McHenry Recreation Center
Facility Rental Permit Application

Application Date: 1/23/19

Rental Date: 3/24/19  Rental Time (Include set-up/clean-up): 12:00 / 3:00

Name of Applicant: GATZKE GENEVIEVE  Date of Birth: 3/4/67

Group/Organization (if applicable):

Address: 2514 E. HICKORY DR.  City/State/Zip: WOODSTOCK, IL

Home Phone: 815-657-4098  Cell Phone: 815-403-8028

Personal Email: GATZKE GENEVIEVE. NET

Event Title/Activity: BABY SHOWER  Attendance: 40+

ROOM:
- [ ] A  Kitchen
- [ ] B  Studio
- [ ] C  Classroom
- [ ] Theater

SET-UP:
- [ ] Board Room
- [ ] Classroom
- [ ] Chairs
- [ ] Rectangle

TABLES/CHAIRS:
- [ ] Round

BEER/WINE:
- [ ] Type of Alcohol to be Served: None  Wine  Beer
- [ ] NO OTHER ALCOHOL ALLOWED
- [ ] Amount of Alcohol: Wine Bottles #10  Beer Cases #  Beer Kegs #

SPECIAL USE:
- [ ] None
- [ ] Caterer: Name
- [ ] DJ/Band/Performer: Name
- [ ] Tent  Bounce House  Location:

Applicant to call JULIE (1-800-892-0123) for staking of Tents and Bounce Houses

[ ] Other:

DAMAGE DEPOSIT:
- [ ] Credit Card Number:
- [ ] Signature:

Signature: ____________________________ Date: 1/23/19

Approval will be based on the items listed above. Any other requests are subject to further approval. If applicable, health permits are required by law for concessions and catering. Please make arrangements to obtain permits. McHenry County Department of Health: 815-334-4585. I agree that all alcohol containers will be removed by applicant or placed in proper containers on site on the rental date and that no underaged or intoxicated person will be allowed to consume any alcohol brought into City of McHenry property under this permit. I agree that none of the alcohol allowed in City of McHenry property, pursuant to this application will be sold, it being understood that the sale of alcohol under this permit issued pursuant to this application is expressly prohibited. I also understand that not complying with the rules will result in loss of deposit.

I agree to hold the City of McHenry, its employees and agents harmless, and indemnify same from any and all liability of injury to person or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the City of McHenry for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity. All persons agree to comply with the City of McHenry Municipal Code and all Parks & Recreation regulations. I have read and fully understand the McHenry Recreation Center Rental Guidelines.

Signature: ____________________________ Date: 1/23/19
Call to Order
Mayor Wayne Jett called the regular scheduled McHenry City Council meeting for January 21, 2019 to order at 7:00 pm in the McHenry City Council Chambers, 333 S. Green Street, McHenry, IL.

Roll Call

Pledge of Allegiance
Mayor Jett proceeded to lead those present in the Pledge of Allegiance.

Public Comment
Mayor Jett asked if those in attendance had any comments they wished to share with the Council Members. McHenry County Highway Commissioner, James Condon approached the podium. He stated that he along with the Orchard Beach Subdivision Association President Mr. Paul Dreyke were in attendance to answer any questions the Council Members may have regarding consent agenda item 5.D. Mayor Jett thanked both of the representatives for attending the meeting and offering their input on this matter.

Administrator Morefield reported that the City for the fourth consecutive year has been awarded the Government Finance Officer Association’s Certificate of Achievement for Excellence in Financial Reporting. He continued on to report that the GFOA is an independent review board that assessed the City’s accounting and budgeting processes for transparency and compliance with industry standards. Only a small percentage of communities in the Country receive this award.

Administrator Morefield commented on the fact that it is not only the City that is bestowed this distinguished award also acknowledged is the Finance Director overseeing the accounting and budgeting processes. He proceeded to presented Finance Director Lynch with a personalized GFOA certificate and thanked Finance Director Lynch for her dedicated service. Those in attendance applauded both the City and Finance Director Lynch’s accomplishments. Finance Director Lynch thanked the Council Members and those in attendance for the
Consent Agenda:

Motion to Approve the Following Consent Agenda Items:
A. Appointment of Police Pension Board Trustee;
B. Resolution in support of a Metra Capital Bill;
C. 2019 Green Street Cruise Night Date Requests;
D. Authorization of Mayor’s Execution of a Letter of Intent between the City of McHenry, McHenry County Division of Transportation, and McHenry Township for the Orchard Beach Road Improvements;
E. Approval of the Intergovernmental Snow Plow Agreements between the City of McHenry, McHenry Township and Nunda Township;
F. Authorization for the Mayor’s execution of a Termination Agreement between the City of McHenry and the McHenry Township Fire Protection District and an amended Intergovernmental Agreement with the City of Woodstock, City of Harvard, and McHenry Township Fire Protection District related to the NERCOM Dispatch Center Partnership;
G. Change Order (Authorization #1) with Copenhaver Construction Inc. for the Green Street Bridge Rehabilitation in the amount of $25,686.77;
H. Acceptance of a proposal for Engineering Design of the Home/Ramble Road Improvements in the amount of $34,955.00;
I. Motion to approve an Ordinance authorizing the Disposal of Surplus Property owned by the City of McHenry – Police Department items and Public Works vehicle;
J. Motion to approve an Ordinance authorizing the Disposal of Surplus Property – Office furniture;
K. December 17, 2018 City Council Meeting Minutes;
L. Issuance of Checks in the amount of $1,010,501.45; and
M. As Needed Checks in the amount of $334,202.49

Mayor Jett asked the Council Members if there were any items listed on the consent agenda they wished to remove for separate consideration. Alderman Curry reported that he wished to remove items 5D-5F for separate consideration. Alderman Glab stated that he also wished to discuss item 5D.

A Motion was made by Alderman Curry and seconded by Alderman Santi to approve consent agenda items 5A-5C and items 5G-5M. Roll call: vote: 7-ayes: Alderman Curry, Alderman Santi, Alderman Glab, Alderman Schaefer, Alderman Mihevc, Alderman Devine and Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

Alderman Curry thanked Chief Birk for amending the Ordinance with respect to disposal of surplus property to allow for the donation of children’s clothing to a not-for-profit organization (Home of the Sparrow) to benefit McHenry area children in need.
Alderwoman Condon reported that she will be abstaining from the vote with respect to agenda items 5D and 5E due to the fact that her husband Mr. James Condon is the Township Highway Commissioner.

**Items removed from the consent agenda**

Authorization of Mayor’s Execution of a Letter of Intent between the City of McHenry, McHenry County Division of Transportation, and McHenry Township for the Orchard Beach Road Improvements. Alderman Curry expressed his concerns with the Letter of Intent regarding Orchard Beach Road improvements. He noted that it was his understanding Orchard Beach Road is a designated private roadway and not located within the City limits. He was uncertain why the City would fund a portion of a “Nondedicated Subdivision Road Construction Program” under these circumstances.

Commissioner Condon discussed the Division of Transportation’s goal was to reconstruct Orchard Beach Road by partnering with the various agencies and combine engineering and construction efforts to take advantage of frugalities resulting in one project to benefit the public.

Attorney Mc Ardle commented on the fact that arguments can be made either way depending on what definition of a Highway one selects. A lengthy discussion ensued and the Council Members concurred to table this matter until more information could be gathered. **A Motion was made by Alderman Curry and seconded by Alderman Santi to table the Authorization of Mayor’s Execution of a Letter of Intent between the City of McHenry, McHenry County Division of Transportation, and McHenry Township for the Orchard Beach Road Improvements until more information could be obtained.** Roll call: Vote: 7-ayes: Alderman Curry, Alderman Santi, Alderman Glab, Alderman Schaefer, Alderman Mihevc, Alderman Devine and Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

Approval of the Intergovernmental Snow Plow Agreements between the City of McHenry, McHenry Township and Nunda Township.

Mayor Jett asked if the Council Members had any discussion on this matter which had been unanimously recommended by the Public Works Committee at their December 11, 2018 Committee meeting. The Council Members offered no comments.

Mayor Jett asked if those in attendance had any comments on the matter under consideration. Those in attendance offered no comments.
A Motion was made by Alderman Santi and seconded by Alderman Mihevc to approve the Intergovernmental Snow Plow Agreements between the City of McHenry, McHenry Township and Nunda Township. Roll call: Vote: 6-ayes: Alderman Santi, Alderman Mihevc, Alderman Devine, Alderman Curry, Alderman Schaefer and Alderman Glab. 0-nays, 1-abstained: Alderwoman Condon. Motion carried.

Authorization for the Mayor's execution of a Termination Agreement between the City of McHenry and the McHenry Township Fire Protection District and an amended Intergovernmental Agreement with the City of Woodstock, City of Harvard, and McHenry Township Fire Protection District related to the NERCOM Dispatch Center Partnership.

Chief Birk reported that police staff has been reviewing all existing agreements as they relate to the dispatch center. He noted that by terminating two existing agreements with the McHenry Township Fire Protection District and revising the NERCON Dispatch agreement the City is able to more efficiently and effectively manage the dispatch center without effecting the City's cost obligations.

Mayor Jett asked if the Council Members had any comments on this matter. The Council Members offered no comments. Mayor Jett asked if those in attendance had any comments on the matter under consideration. Those in attendance offered no comments.

A Motion was made by Alderwoman Condon and seconded by Alderman Schaefer to Authorize the Mayor to execute the Termination Agreement between the City of McHenry and the McHenry Township Fire Protection District and an amended Intergovernmental Agreement with the City of Woodstock, City of Harvard, and McHenry Township Fire Protection District related to the NERCOM Dispatch Center Partnership. Roll call: Vote: 7-ayes: Alderwoman Condon, Alderman Schaefer, Alderman Glab, Alderman Santi, Alderman Curry, Alderman Devine and Alderman Mihevc. 0-nays, 0-abstained. Motion carried.

Individual Action Item Agenda:

Motion to approve the transfer of a Class A Liquor License for Smith’s Central Garage, from Anthem Real Estate d/b/a Smith’s Central Garage to Harts Events LLC d/b/a Smith’s Central Garage, with Catering Endorsement.

Administrator Morefield reported that recently Mr. Dan Hart owner of DC Cobbs has leased the Smith’s Central Garage banquet facility located at 3315 Pearl Street, and has submitted an application for the transfer of the existing Class A liquor license from the current holder, Anthem Real Estate d/b/a Smith’s Central Garage to Hart Event LLC still doing business as Smith’s Central Garage, with the addition of a catering endorsement. He went on to report that all paperwork has been submitted and the $250 transfer fee has been paid. In addition, he has satisfactorily completed fingerprinting by McHenry Police Department and is BASSET certified, and conversant with the State of Illinois liquor control laws.
Alderman Glab inquired if the facility has obtained approval for the outdoor patio seating area and allow to have live entertainment. Director Marin replied yes.

Alderman Glab questioned the height of the fence located on the property in question. Director Martin believed the height of the fence was required to be approved by Staff prior to the installation.

Alderman Santi asked if the establishment will have an industrial kitchen. Director Popelonecky reported that he did not believe they will be installing an industrial kitchen. However, the kitchen would have to be approved by the City.

Alderwoman Condon asked if they will be allowing catering from other sources other than DC Cobbs. Staff responded yes.

Mayor Jett asked those in attendance if they had any comments on the matter under consideration. Those in attendance offered no comments.

A Motion was made Alderman Santi and seconded by Alderwoman Condon to approve the transfer of a Class A Liquor License for Smith’s Central Garage, from Anthem Real Estate d/b/a Smith’s Central Garage to Harts Events LLC d/b/a Smith’s Central Garage, with a Catering Endorsement. Roll call: Vote: 7-ayes: Alderman Santi, Alderwoman Condon, Alderman Devine, Alderman Curry, Alderman Schaefer, Alderman Glab and Alderman Mihovec. 0-nays, 0-abstained. Motion carried.

Motion to approve an Ordinance granting a Conditional Use Permit for an assembly use for the Youth and Family Center of McHenry County at 3430 Elm Street. Director Martin reported that the Council is being asked to consider a Conditional Use Permit to allow an assembly use at 3430 W Elm. He noted that assembly uses are conditional uses in all commercial zoning districts.

Director Martin discussed a petition filed by the Youth and Family Center of McHenry County, formerly Garden Quarter Neighborhood Resource Center, which was located in the Garden Quarter Apartment Complex and opened in 2004. The Youth and Family Center then relocated to the Century Plaza Shopping Center on Elm Street. However, they quickly grew out of that space and now operates out of a facility located at 3430 W Elm, immediately east of Green Street and on the north side of Elm. He continued on to report that the Youth and Family Center serves numerous youth from McHenry County all-year round with a variety of programming needs. In addition, recently the Planning and Zoning Commission unanimously recommended approval of the petition request. Director Martin reported that he would be pleased to answer any questions the Council Members may have at this time.

Alderman Schaefer stated the only concern he had would be parking during their Thursday night events especially in the summer months. Director Martin stated this concern was discussed
during the Planning and Zoning Commission hearings and the Youth and Family Center representatives reported that they will change some of the event dates and times to resolve parking concerns.

Mayor Jett asked if anyone in attendance had any questions or comments on the matter under consideration. Those in attendance offered no comments.

There being no further discussion on the motion, a **Motion was made by Alderman Schaefer and seconded by Alderman Curry to approve an Ordinance granting a Conditional Use Permit for an assembly use for the Youth and Family Center of McHenry County at 3430 W Elm Street.** Roll call: Vote: 7-ayes: Alderman Schaefer, Alderman Curry, Alderman Santi, Alderman Glab, Alderman Mihevc, Alderman Devine and Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

Motion to deny a Zoning Map Amendment to RM-2 Zoning, granting a Variance from the Off-Street Parking and Loading Requirement, and a Use Variance to allow commercial land uses for the property located at 414 South Crystal Lake Road.
Staff reported that the petitioner has since withdrawn their application. There was no action taken.

Motion to approve an Ordinance amending Chapter 23 “Taxation” Article IV “Home Rule Municipal Retailer’s Occupation Tax and “Municipal Home Rule Service Occupation Tax” of the City of McHenry’s Municipal Code.

Motion to approve an Ordinance amending Chapter 23 Article VI “Simplified Municipal Telecommunications Tax” of the City of McHenry’s Municipal Code.
Finance Director Lynch provided the Council Members with an overview of the Finance & Personnel Committee’s recommendation to increase the Local Sale Tax by 0.25% (for a total of 0.75%) and to increase the Telecommunication Tax by 2% (for a total of 3%). She noted that her agenda supplement provides information for both of these items under consideration. However, the Ordinances are listed separately on the agenda to allow for individual action. Attorney McArdle reported that if the Council Members concurred with both actions the Council could then simply make one motion.

Alderman Glab thanked the Finance & Personnel Committee Members and Staff for investigating alternative revenue sources. He recalled a recent statement made by Alderwoman Condon reminding the Council Members that although the Council was not in favor of increasing property taxes the City’s operating and maintenance costs continue to rise. In his opinion, the recommendation by the Finance & Personnel Committee to increase these two tax based revenue streams will aid in providing additional revenue to meet the rising cost with respect to City operations. Alderwoman Condon concurred with Alderman Glab’s comments.

Alderman Curry noted that the increase in retailer’s occupation and service occupation taxes will
impact anyone purchasing goods and services in the City and is a fairer way of increasing the City’s revenue.

There was some discussion on the increase in the Telecommunication Tax. Director Lynch reported that this tax increase from her understanding applied to landlines.

Alderman Schaefer inquired on when the new tax rate would go in to effect. Director Lynch replied July of 2019.

Mayor Jett asked if anyone in attendance wished to comment on the matter under consideration. Those in attendance offered no comments.

There being no further discussion on the motion, a Motion was made by Alderman Curry and seconded by Alderwoman Condon to approve both Ordinances amending Chapter 23 “Taxation” Article IV and VI increasing the “Home Rule Municipal Retailer’s Occupation Tax and the “Municipal Home Rule Service Occupation Tax along with the “Simplified Municipal Telecommunications Tax” as presented. Roll call: Vote: 7-ayes: Alderman Curry, Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Schaefer, Alderman Glab and Alderman Santi. 0-nays, 0-abstained. Motion carried.

Motion to approve a Supplemental Phase III Engineering Service Agreement with BLA, Inc. for Pearl Street/Lincoln Road construction engineering services in the amount of $28,890.00. Engineer Strange commented on the request to consider a supplemental phase III engineering service agreement for the Pearl Street and Lincoln Road construction engineering services with BLA, Inc. in the amount of $28,890.00. This change order will bring the total contract amount to $239,655.41, which remains well within the original budget appropriation amount.

Mayor Jett asked if the Council Members had any questions or comments with respect to this matter. The Council Members offered no comments.

Mayor Jett asked if anyone in attendance had any questions or comments regarding this matter. Those in attendance offered no comments.

There being no further discussion on this matter, a Motion was made by Alderman Santi and seconded by Alderman Schaefer to approve a Supplemental Phase III Engineering Service Agreement with BLA, Inc. for Pearl Street/Lincoln Road construction engineering services in the amount of $28,890.00. Roll call: Vote: 7-ayes: Alderman Santi, Alderman Schaefer, Alderman Mihevc, Alderman Devine, Alderwoman Condon, Alderman Glab and Alderman Curry. 0-nays, 0-abstained. Motion carried.
Discussion Only Items:

Discussion of FY19/20 through FY23/24 Capital Improvement Program
Administrator Morefield provided the Council Members with an overview of the five year Capital Improvement Program. In addition, to an overview of the ten year Water/Sewer Capital Improvement Program. He continued on to discuss the purpose of the program and the need to review and update the departments’ recommendations and requests annually. He noted that it is not financially realistic or possible to fund all the projects identified in the five year planning period.

Administrator Morefield provided the Council Members with an overview of the Capital Improvement Program process. He reported that in October of each year he requests all Directors and their Staff to list, describe and prioritizes capital projects relative to their respective departments. The projects are then reviewed and adopted into a planning document to be used in the annual budget process.

Administrator Morefield discussed all the various City fund accounts along with their current and projected fund balances. He concluded his presentation with a discussion regarding the Enterprise Fund. He recommended Council and Staff continue to review water and sewer rates and base charges annually to ensure appropriate funding is available for both operating and future capital projects. In addition, he noted that currently there is no tax increment with respect to the Downtown TIF District so there are no projects recommended for Fiscal Year 19/20.

Alderman Curry commented on the fact that he noticed there were no vehicle replacement requests from any of the departments. Administrator Morefield reported that Staff prioritized their requests and each of the respective Departments recognized the fact that other equipment and Capital Improvement Projects took priority over the Vehicle Replacement Program this upcoming Fiscal Year.

Alderman Curry complimented Administrator Morefield on his PowerPoint and the CIP document. He noted that the presentation improves each and every year. Administrator Morefield thanked Alderman Curry for his kind words. He noted that the information and presentation is a collective effort between him and Staff.

Executive Session:
There were no matters to discuss in an executive session.

Staff Reports:
The Staff Members offered no reports.
Mayor and City Council Comments:
Mayor Jett reported that the State of the City will be held on Wednesday, February 27th the time has yet to be announced. He invited Alderwoman Condon and Alderman Curry to attend and if anyone else is interested in attending to inform Deputy Clerk Meadows.

Adjournment:
There being no further public business to discuss, a Motion was made by Alderman Santi and seconded by Alderwoman Condon to adjourn from the public meeting at 8:50 p.m. Roll call:

Respectfully submitted,

Debra Meadows

Mayor                                      Deputy Clerk
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Grand Total: 72,885.41
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**Vendor AMERICAN HEATING & COOLING Total:** 1,080.00

**Vendor AT&T Total:** 1,715.34

**Vendor AUTO TECH CENTERS INC Total:** 7,717.82

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**Vendor CABAY & COMPANY INC Total:** 7,096.00

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Invoice # 19340323 - September 510-31-5110 887.50
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**Grand Total:** 90,594.75
REGULAR AGENDA SUPPLEMENT

DATE: February 4, 2019
TO: Mayor and McHenry City Council
FROM: Jon M. Schmitt, Director of Public Works
RE: Committee Recommendation: Honorary Street Sign for Jerry Eiserman
ATT: Honorary Street Sign Policy & Application Resolution
Public Works Committee Meeting Minutes from January 15, 2019

AGENDA ITEM SUMMARY:
Staff requests City Council to approve the attached Resolution designating the intersection of Ringwood Road and Illinois Route 120 as “Jerry Eiserman Way” as recommended by the Public Works Committee.

ANALYSIS:
Attached is an honorary street sign application for Jerry Eiserman submitted by Brian Arnold. Jerry Eiserman has been a teacher at Parkland Middle School for many years and a volunteer soccer coach for the McHenry Parks and Recreation Department.

The honorary street sign is proposed at the corner of Ringwood Road and Illinois Route 120 because of the dedication that Mr. Eiserman showed to his students at Parkland Middle School.

On January 15, 2019 the Public Works Committee unanimously recommended approval of this designation. Attached for the Council’s consideration is the Honorary Street Sign Application and Resolution designating the intersection of Ringwood Road and Illinois Route 120 as Honorary “Jerry Eiserman Way.”

RECOMMENDATION:
Therefore, if the Council concurs it is recommended a motion be considered to approve the attached Resolution designating the intersection of Ringwood Road and Illinois Route 120 as Honorary “Jerry Eiserman Way” as unanimously recommended by the Public Works Committee.
CITY OF MCHENRY
HONORARY STREET SIGN POLICY

POLICY:

The City of McHenry has established a policy for the administration of requests for honorary street designations. There is no fee associated with this program. Applications received January 1st, through December 31st, of the current calendar year will be reviewed by the Public Works Committee within the first quarter of the following year. No more than three (3) honorary designations will be awarded in a calendar year. Honorary street signs will be displayed for ten (10) years, with no eligibility for renewal.

The program is administered by the Administration and Public Works Departments. All supporting documentation is required at the time of application submittal. Following the Public Works Committee recommendation, applications will be brought to the City Council for consideration.

PURPOSE OF PROGRAM:

The Honorary Street Sign program provides citizens of the City of McHenry with an opportunity to honor people and/or family members who have made significant contributions to the City.

REVIEW PROCESS:

1. Applicant completes attached Honorary Street Designation Application.
2. Application is submitted to the Administration Department and transmitted and reviewed by the Public Works Committee who makes a recommendation to the full City Council.
3. Request is considered by the City Council and if found acceptable, a formal resolution is passed designating a street or a portion thereof an honorary street.

CRITERIA FOR REVIEW:

1. Historical and/or cultural influence of the applicant on the City.
2. Proof of significant association to the City.
3. Clear geographical relationship of street to the area of interest of applicant.
4. Known to be of good moral character.
5. Clearly defined community or public contribution made by the honoree.

RECEIVED

JUN 22, 2018

CITY OF MCHENRY
PUBLIC WORKS DEPARTMENT

The City of McHenry is dedicated to providing its citizens, businesses, and visitors with the highest quality of programs and services in a customer-oriented, efficient, and fiscally responsible manner.
HONORARY STREET
APPLICATION

Please complete the application and return it to the City's Administration Department.

APPLICANT NAME:  Brian Arnold

EMAIL:  mae28357@gmail.com

PHONE NO.:  (815) 539-9829

ADDRESS:  7614 Deep Spring Rd., Wonder Lake

NAME OF HONOREE:  Jerry Eiserman

(As it would appear on sign) (Maximum 20 characters including spaces)

EXISTING STREET NAME:  Ringwood Road

REQUESTED SIGN LOCATION (intersection):  11 Route 100 & Ringwood Road

CRITERIA FOR DESIGNATION

Please complete the following criteria that will be used in the evaluation of your request. Use/attached additional paper/documents if required. Honoree must be of good moral character.

HISTORICAL AND/OR CULTURAL INFLUENCE OF THE HONOREE ON THE CITY:

Mr. Eiserman has positively influenced many children in this city through his teaching & coaching. He has a wonderful, caring attitude for every child he meets. His two children have gone on to be teachers, as is his wife.

PROVIDE PROOF OF SIGNIFICANT ASSOCIATION OR FAMILY TIES TO THE CITY:

Two children, and wife, all teachers in the McHenry School System:  Trish (wife), Greg (son), Jenny (daughter)
ESTABLISH CLEAR GEOGRAPHICAL RELATIONSHIP OF STREET TO THE AREA OF INTEREST OF THE APPLICANT:

Ringwood Rd.; runs directly in front of Parkland Middle School, where Jerry Eierman taught for many years. Impacted many children, including me.

CLEARLY DEFINED COMMUNITY OR PUBLIC CONTRIBUTION MADE BY THE HONOREE:

Beloved Teacher at Parkland Middle School; volunteer soccer coach with the McHenry Park District.
Public Works
Committee Meeting Minutes
January 15, 2019

Call to Order/Roll Call
Alderman Santi called the meeting to order at 7:00 p.m. Deputy Clerk Meadows proceeded to call the roll. Roll call: Members present: Alderman Curry, Alderman Mihevc and Alderman Santi. Others present: Director of Public Works Schmitt.

Public Comment
There were no audience members present to offer any comments.

Motion to approve the December 11, 2018 Public Works Committee meeting minutes.
Alderman Santi asked if any of the Committee Members had any questions or concerns with respect to the December 11, 2018 Public Works Committee Meeting Minutes. The Committee Members offered no comments. **A Motion was made by Alderman Mihevc and seconded by Alderman Curry to approve the December 11th Committee Meeting Minutes as presented.** Roll call: 3-ayes: Alderman Curry, Alderman Mihevc and Alderman Santi. 0-nays, 0-abstained. Motion carried.

Annual review of request submitted for Honorary Street Sign Designation and if recommended, direction to forward the application to the full City Council for consideration.
Director Schmitt commented on the Honorary Street Sign Designation Policy. He noted that the policy states that applications received January 1st, through December 31, of the current calendar year be reviewed by the Public Works Committee within the first quarter of the following year. In addition, no more than three (3) honorary designations will be awarded in a calendar year.

Director Schmitt continued on to report that Public Works has received one application in the 2018 calendar year from Mr. Brian Arnold nominating Mr. Jerry Eiserman. Alderman Curry noted that the Mr. Arnold’s criteria for designation narrative was not written in such a way that would justify worthiness. However, he is aware of the positive impact Mr. Eiserman’s has had on the community throughout the years. In addition, he also is aware that Mr. Eiserman served as teacher at Parkland School for many years.

Alderman Santi spoke of his personal relationship with Mr. Eiserman. He reported while growing up Mr. Eiserman had coached his football and basketball teams. In addition, Mr. Eiserman volunteered his time assisting with many of the local youth organizations. Alderman Santi also noted that Mr. Eiserman was bestowed a large honor as he was chosen to officiate in one of the Down State Championship football games.
There was some discussion on the placement of the honorary street sign. Director Schmitt reported that Mr. Arnold had requested that the sign be placed at the intersection of Route 120 and Ringwood Road, which is in close proximity to Parkland School.

**A Motion was made by Alderman Curry and seconded by Alderman Devine to present the Honorary Street Sign Designation Application to the full City Council.** Roll call: Vote: 3-ayes: Alderman Curry, Alderman Devine and Alderman Santi. 0-nays, 0-abstained. Motion carried.

**Staff Reports**
Director Schmitt reported that currently the Public Works Department has two Request for Qualifications notices posted. One of which is for the Curran Road Safety Improvements Program and the other is for Pearl Street ITEP Project.

Director Schmitt commented on the Boone Creek Dredging Project. He reported that the bid packets which will be available sometime next week.

Director Schmitt reported that the repairs to the street sweeper have been completed and the street sweeper will be back in service in the spring.

Alderman Curry reported that during the Meyer Material negotiations, Meyer had expressed interest in hauling the spoils from Boone Creek. He recommended that Staff contact Meyer and see if they were still interested in doing so.

**Other Business**
Alderman Santi commented on the Downtown Business District’s sidewalk snow removal policy. Director Schmitt reported that the City Code once required all Downtown businesses to remove the snow on the sidewalks adjacent to their businesses. However, this ordinance has since been rescinded due to liability concerns. He reported that the City Attorneys had advised Staff that if business owners were to remove the snow this action could result in liability issue. A lengthy discussion ensued with respect to snow removal on downtown businesses sidewalks. Staff will discuss this matter with Director Martin as he would be more familiar with what transpired in the past.

**Motion to Adjourn**
There being no further public business to discuss, **a Motion was made by Alderman Mihevc and seconded by Alderman Curry to adjourn from the public meeting at 6:45 p.m.** Roll call: Vote: 3-ayes: Alderman Mihevc, Alderman Curry and Alderman Santi. 0-nays, 0-abstained. Motion carried.
Debra Meadows

Approved this day __________, ________, 2019

________________________________
Alderman Santi
RESOLUTION NO.

DESIGNATING THE INTERSECTION OF RINGWOOD ROAD AND ILLINOIS ROUTE 120 AS “HONORARY JERRY EISERMAN WAY” IN THE CITY OF MCHENRY

WHEREAS, the City Council has established the Honorary Street Sign Policy and Program to honor individuals from the City of McHenry who have contributed significantly to the City of McHenry or our society in general through cultural, historical or humanitarian acts; and

WHEREAS, the City Council has considered the evidence and recommendation and finds approval of the Honorary Street Designation of Jerry Eiserman Way at the intersection of Ringwood Road and Illinois Route 120 consistent with the criteria set forth in the Honorary Street Sign Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The intersection of Ringwood Road and Illinois Route 120 shall be granted the Honorary Street Designation of Jerry Eiserman Way.

SECTION 2: An honorary street sign entitled Honorary Jerry Eiserman Way shall be posted at the intersection of Ringwood Road and Illinois Route 120.

SECTION 3: This Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Passed and adopted this 4th day of February 2019.

Voting Aye:
Voting Nay:
Absent:

ATTEST:

Deputy Clerk Debra Meadows

Mayor Wayne Jett Jr.
DISCUSSION ITEM SUPPLEMENT

DATE: February 4, 2019

TO: Mayor and City Council

FROM: Derik Morefield, City Administrator
       Doug Martin, Economic Development Director
       Jon Schmitt, Public Works Director
       Troy Strange, Project Engineer

RE: Discussion regarding Request for Proposals and Qualifications for Redevelopment of the Central Wastewater Treatment Plant (CWWTP)

ATT: DRAFT - City of McHenry Request for Proposals and Qualifications – Redevelopment of the Central Wastewater Treatment Plant Site

AGENDA ITEM SUMMARY:
The purpose of this agenda item is to provide City Council with an opportunity to provide input regarding the attached draft Request for Proposals and Qualifications for the Redevelopment of the Central Wastewater Treatment Plant (CWWTP) site. With this input, Staff will finalize the document and release for public viewing and developer response.

BACKGROUND/ANALYSIS:
As of the end of 2018 the City is able to move forward with the redevelopment of the Central Wastewater Treatment Plant site. The site offers a unique opportunity for significant redevelopment adjacent to the Green Street and Riverside Drive business districts, with direct access to the Fox River.

As envisioned, the property will be offered as a private redevelopment opportunity to qualified development entities. Based on a thorough review of responses, which includes a review by a Project Evaluation Team and presentation by finalists to the City Council, the successful respondent will then enter into a redevelopment agreement that is subject to approval by the McHenry City Council.

The City of McHenry is dedicated to providing the citizens, businesses and visitors of McHenry with the highest quality of programs and services in a customer-oriented, efficient and fiscally responsible manner.
Subsequent to discussion of the RFP document at the February 4, 2019 City Council Meeting, it is the goal of Staff to finalize the document for release on Friday, February 8th with a recommended 90-day window for responses – May 10, 2019. These dates are subject to concurrence by Council.

The document includes more specific information about redevelopment goals, respondent requirements, and the evaluation process.
CITY OF MCHENRY REQUEST FOR PROPOSALS
AND QUALIFICATIONS

REDEVELOPMENT CENTRAL WASTEWATER
TREATMENT PLANT SITE
3302 WAUKEGAN ROAD

McHenry
HEART OF THE FOX RIVER
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Introduction

The City of McHenry ("City") is seeking development proposals for a 7.23-acre property located at the east terminus of Waukegan Road at the Fox River, commonly known as 3302 W. Waukegan Road ("Redevelopment Site," see Exhibit A). The subject property is owned by the City and a portion of the property was in service as a wastewater treatment facility from 1950 through 2018, at which time the use was vacated due to the expansion of the City's South Wastewater Treatment Plant. The structures of the vacated use remain on the site and a lift station building remains on western boundary of the site that must remain in service. The other portion of the property consists of a marina, which is improved with several marina-related building improvements as well as 66 boat slips in a lagoon with access to the Fox River. A Phase I Report is available for your review.


Tax Increment Financing District
Purpose and Intent

The purpose of the Downtown Overlay District (DOD) is to preserve and protect the existing historical character of the downtown area, promote the transformation of the downtown into an even more compact pedestrian, transit-oriented mixed-use area, and promote the downtown area as an economically viable part of the City. The DOD seeks to assist in the growth of existing businesses, enhance the character of their buildings and facades, and provide guidance for those exterior alterations and encourage new infill development. The DOD also seeks to provide a mechanism to complement the development of the City's proposed McHenry Riverwalk. The primary goals of the DOD ordinance are as follows:

- Enhance the economic viability of the downtown area and foster reinvestment and economic development
- Promote a pedestrian-oriented 24-hour downtown district
- Encourage, where practical, the adaptive reuse of downtown buildings and structures
- Plan for new commercial, residential and mixed-use infill development that is compatible to the character and function of the downtown
- Encourage the use of appropriate building materials and facades so as to enhance the character and continuity of the downtown areas
- Provide an avenue whereby downtown businesses can benefit and enhance their business from the construction of the McHenry Riverwalk
- Continue to maintain the historical fabric of the downtown area
- Provide a mechanism for additional signage along the McHenry Riverwalk, in the rear of the downtown businesses


In order to accomplish these goals, the City recognizes that new development, redevelopment, and building modifications within the boundaries of the DOD is more likely to require relief from strict compliance with Zoning Ordinance requirements. Instead of using the traditional zoning and variance processes to consider this relief, the DOD provides a mechanism, the site plan review process, for allowing flexibility from the Zoning Ordinance requirements. Through the site plan review process, development proposals in the DOD can be reviewed on a more comprehensive level to ensure the goals and objectives of the district are met.
The development community is invited to respond to the opportunity by submitting a creative, market-based development proposal that meets the objectives of the City. In considering the logistical and financial aspects of site redevelopment, specifically as it relates to the need for demolition of the former wastewater treatment plant use, the City envisions the potential for transferring the rights to the property, with redevelopment conditions, to offset the costs of demolition.

In October 2018, the City engaged a professional appraisal of the subject property with a resulting appraised value of $1,491,000.

Proposals are due in the Office of the City Administrator NO LATER THAN 5:00 p.m. on Friday, _______, 2019. **At least 90 days for responses from date of release.** City Staff will hold a pre-proposal meeting on _______, _______, 2019, at _______, in the City Council Chamber of the McHenry Municipal Center, 333 S. Green Street, to discuss the request and attempt to answer questions by interested parties. Prior to this, any questions should be directed to City Administrator Derik Morefield at 815/363-2108.

**Site Data**

The site is comprised of a 7.23-acre property located at the east terminus of Waukegan Road at the Fox River, commonly known as 3302 W. Waukegan Road. An aerial view of the site is found in **Exhibit B**.

**Property**

Former Central Wastewater Treatment Plant and marina facilities.

**Location**

East terminus of Waukegan Road, at the Fox River.

**Frontages**

332 feet, more or less, on south side of Waukegan Road right-of-way; 33 feet, more or less, on east terminus of Waukegan Road; 575 feet, more or less, on west bank of Fox River; 310 feet, more or less, along west bank of lagoon; 68 feet, more or less, along north bank of lagoon at top of L: 250 feet, more or less, along east side of lagoon containing boat slips; 720 feet, more or less, along north bank of lagoon containing boat slips.
Depth

Variable

Shape

Irregular

Area Content

314,938 square feet (7.23 acres), more or less, according to county records, assumed to be correct; allocated, by county records or by scaling as follows:

- 0.46 acres, by county records, in right-of-way of Waukegan Road
- 1.83 acres, by scaling, in strip of land between west property line and west bank of lagoon, south of north line of lagoon extended west, and in lagoon
- 1.66 acres, by county records, in former central wastewater treatment plant
- 3.28 acres, by subtraction, in former marina (excluding lagoon)
- 4.94 acres capable of development; calculated as area of entire (7.23 acres) less area in Waukegan Road (0.46 acres) less strip of land along west property line and land in lagoon (1.83 acres); 4.94-acre usable land includes all frontage along Fox River and on north and east banks of lagoon, currently housing boat slips

An Aerial Photograph, with boundaries of the subject property outlined in red is attached as Exhibit C, and property easement with accompanying Boat Slip Access and Assignment Agreement are attached as Exhibit D and Exhibit E respectively.

Topography

Near level; non-wooded; nearly at grade with Waukegan Road; slightly above mean pool elevation of Fox River; negligible elevation variation; floodplain issues will be discussed subsequently; slope and drainage flow general following natural contours of the land to the Fox River and the lagoon; a Topographic Survey of the subject property prepared by Baxter & Woodman has also been attached as Exhibit F to this report and a Topography Map has also been prepared as Exhibit G in this report, with the approximate boundaries of the subject property outlined in red, and with the contour lines shown in light brown.

Access

Waukegan Road – two lane; bituminous-surfaced; although it provides access to several properties on both its north and south sides, and although it is owned by the City of McHenry, is a private road and has not been dedicated as a public street.
Soil Analysis

About 83.3% well-drained, upland soils, mostly #791B/C2 (Rush Silt Loam); 16.7% balance water and poorly-drained, lowland soils, including W (water) and #523A (Dunham Silty Clay Loam); about 90% of the poorly-drained soils occur in the lagoon; the balance consists of a small tract of land at the southwest corner of the site.

Floodplain Analysis

FEMA Community Panel #17111C0209J; effective November 16, 2006; according to the map, about 90% of the subject property is designated as Zone-AE (100-year) floodplain, about 5% of the subject property is designated as Zone-X (500-year) floodplain, and about 5% of the subject property is designated as Zone-X floodplain, a low flood risk floodplain that is not subject to flooding. A Floodplain/Floodway Map has been prepared as Exhibit H of this document.

Wetlands Analysis

According to the McHenry County ADID (Advanced Identification of Aquatic Resources) system map, about 15% of the subject property is designated as ADID Other Wetlands; these wetlands are mostly contained in and along the lagoon, as well as in the extreme southwest corner of the site; an ADID wetlands map has been prepared as Exhibit I, with the approximate boundaries of the subject property outlined in red, and with the ADID wetlands shown in light blue diagonal lines.

Utilities

Electricity, natural gas, telephone, city water, and city sewer. Exhibit J depicts existing and potentially necessary easements for utilities. The City will need roughly 45’ as the existing mains are approximately 25’ apart and we would need 10’ on the outside of each for a work area if they ever needed to be accessed.

Environmental Factors

No known negative environmental factors exist.
Community Profile

The City of McHenry is located in east central McHenry County, Illinois and lies along the Fox River approximately 55 miles northwest of the Chicago Loop, 45 miles from O’Hare International Airport, 45 miles east of Rockford Airport, and 55 miles southwest of General Mitchell International Airport in Milwaukee. The City is centered on two major state highways, Illinois Route 31 (Richmond Road and Front Street) which runs north and south from Wisconsin south of Aurora, and Illinois Route 120 (Elm Street) which runs west and east from Woodstock to Park City. The City consists of approximately 13 square miles in land area. Many visitors pass through the city because of its location along these two highways.

The total number of businesses in the City is approximately 1,473 and total employment is approximately 19,661. The City’s three largest employment sectors by number of employees are: Healthcare and Social Assistance: 5,136 employees (26%); Retail Trade: 3,139 employees (16%), and Manufacturing: 2,418 employees (12.3%). The City Council has adopted a number of economic development policies and programs to proactively attract, retain and assist in business expansion.

The City of McHenry is a diverse community offering a variety of housing choices, employment options and unparalleled access to recreational activities. The City of McHenry, The Heart of the Fox River, is committed to responsible and managed growth and development. As people seek homes and jobs in friendly, less congested, and historic communities, McHenry becomes more and more attractive to new families and new businesses.

The community has worked hard to conserve and protect open space and has taken the initiative to establish environmental corridors which will furnish open space, recreation and aesthetic value to our community. These corridors will eventually link all parts of the City to each other and to major recreational resources including the Fox River and other recreational opportunities including: Prairie Path/Great Western Trail, Moraine Hills State Park, over 640 acres of City parkland (more than 35 parks including a McBark Dog Park); the new McHenry Recreation Center, and Historic Petersen Historic Farm.

Recently, the City of McHenry partnered with the McHenry Township Fire Protection District, City of Woodstock, and City of Harvard to create a state-of-the-art regional dispatch facility (NERCOM) that provides dispatching services to more than a dozen emergency services jurisdictions. Additionally, the City of McHenry Police Department has been an accredited agency through the Commission on Accreditation for Law Enforcement Agencies (CALEA) for more than a decade. The City’s Public Works Department operates four divisions: Water, Wastewater, Utility and Streets.
The City has been successful in encouraging reuse of its historic commercial areas and linking them to the waterfront and to neighborhood areas. Extensive new retail centers, particularly in the north part of the City furnish goods, services, and retail tax revenues for the City. The City seeks to foster an environment conducive to stimulating new business investment and attractive to individuals and families of diverse backgrounds who will be responsible citizens. New local businesses will increase the selection of goods and services convenient to existing and future residents of the City and help provide jobs and a balanced economic base.

**Neighborhood Summary**

**Location and Boundaries**

The subject property is located at the east terminus of Waukegan Road, at the Fox River, in McHenry, Illinois. This location is east of the south part of the Green Street central business district. The small neighborhood is heterogeneous, and is contained entirely by McHenry. The boundaries of the neighborhood are Green Street on the west, John Street on the south, Boone Lagoon on the north, and the Fox River on the east. The subject property is located in the east part of the neighborhood.

**Neighborhood Composition**

The overall district is almost 100% built-up and developed. Most of the undeveloped land in the neighborhood consists of public land, parking lots, land incapable of being developed because of physical restraints, or land where a prior improvement was destroyed or demolished and has not yet been redeveloped. Land uses throughout the neighborhood are quite heterogeneous. They include residential, commercial and special purpose uses.

Residential uses in the neighborhood are located along Boone Lagoon, and in a small vintage subdivision between Boone Lagoon and Route 120. The uses on the south side of Boone Lagoon are part of a 20-unit condominium development known as Riverwalk Place Subdivision. Each townhome-style unit has its own boat slip on Boone Lagoon. The residential uses between Boone Lagoon and Route 120 are vintage single-family residences in older subdivisions, including the Original Plat of McHenry and Snyder's Subdivision.
McHenry has three central business districts, and two of them are wholly or partially included in the neighborhood boundaries. The Riverside Drive central business district exists on the west side of the Fox River, between Boone Lagoon and Park Street, and the Green Street central business district exists between Route 120 and Waukegan Road. These two districts are connected by part of the Illinois Route 120 highway commercial district. Most of the land in both of these districts, and in the Route 120 highway commercial district, are developed with a variety of office and commercial uses.

The balance of the properties in the neighborhood are special use and special purpose properties. These include the clubhouse ad hole #1 of the McHenry Country Club on the north side of John Street, east campus of McHenry High School on the east side of Green Street between Waukegan Road and John Street, Landmark School on the north side of Waukegan Road just west of Green Street, Miller Point property (also owned by the City) north of Boone Lagoon and west of the Fox River, part of the subject property (former central wastewater treatment plant), and components of McHenry’s Riverwalk. These components include a bridge over Boone Creek, brick walkway along Boone Lagoon and the Fox River, and a variety of recreational opportunities.

**Property Uses Surrounding the Subject Property**

The properties surrounding the subject property include Riverwalk Place Subdivision, D’s Marina, and Boone Lagoon on the north, the Fox River on the east, the south part of the lagoon off of the Fox River adjacent to a part of the south, the Carey Electric operation adjacent to part of the south and part of the west, and the publicly-dedicated portion of Waukegan Road adjacent to part of the west.

**Zoning**

McHenry controls the zoning within its corporate limits. Zoning in the central business districts, the Route 120 highway commercial district, and the uses along the Fox River are mostly zoned commercial. The residential developments in the area are zoned residentially. Most uses are consistent with the underlying zoning. Because the neighborhood is nearly fully developed, there is no reasonable probability of rezoning within the near-term for much of the neighborhood. However, rezoning for this site is acceptable to achieve the desired mixed-use redevelopment envisioned. The subject property is within the Downtown Overlay District and Tax Increment Financing District.
Utilities

Neighborhood properties in McHenry are all primarily served by City water and sewer from McHenry. In addition, the neighborhood is served by electricity, gas, telephone, and wireless telephone service.

Transportation

The neighborhood is adequately-situated with respect to transportation in southeast McHenry County. Illinois Route 120 crosses through the north part of the neighborhood, providing an east/west arterial to serve the city. Illinois Route 31 crosses through McHenry to the west, providing a north/south arterial to serve the city. Both Routes 120 and 31 connect with the interstate highway system to the south and east. There is a well-structured system of county, township and city roads and highways providing automotive access throughout McHenry. A spur line with limited scheduling extends south from McHenry to the Chicago Northwest Main line in Crystal Lake. Pace Bus Routes 806 and 807 provide fixed bus service to the City, and the City is also served by paratransit service.
Proposal Submittal Requirements and Process

In order to facilitate review and evaluation by the City, responding parties are requested to structure their response to this portion of the request in conformance with the outline presented below. Any additional information that respondents wish to submit may be attached to their responses in the form of appendices. Responses should be as complete but concise as possible. Responses to this RFP shall include the following elements. The City shall treat all financial information as confidential to the extent allowed by law.

1. Development Team Identification

Identification and general description of the development entity, including identification of the head of the development team with which the City will negotiate agreements for implementation of the proposed project and identification of the licensed architect and builder/contractor that will be responsible for the design and construction, respectively. List the roles and responsibilities of the developer and/or individuals who will be directly involved in the development team to be utilized on the project, including any legal counsel, engineering consultant, etc. to the extent that these are known.

2. Development Experience

Identify and describe the development team's previous relevant experience including photographs and brief project descriptions (dates, locations, development concepts, land uses, sizes, construction costs, roles of development entities and market acceptance as shown by absorption rates, etc.). Include projects receiving public financial assistance and provide appropriate governmental references (names, addresses, and telephone numbers). Include the current status of identified projects.

3. Project Financing, Project Construction Management Experience, Financial Capability

Identification of the development entity's previous experience in financing, construction and management projects similar to that proposed. Include sources of construction and permanent financing and identify appropriate references (names, addresses, email addresses, and telephone numbers); and evidence that the responding development entity has the financial capability to obtain necessary financing to complete the proposed development project. For the purpose of this request, the respondent may assume the City's willingness to transfer the ownership of the property in return for
development/redevelopment guarantees (e.g., demolition of existing structures) that will be included in a redevelopment agreement.

4. **Organization/Management Approach/Phasing of Project and Timeline/Other Projects Currently Working On**

Description of the development entity’s proposed organizational approach for development and marketing of the project, including a description of the roles and responsibilities of each development partner or major participant in the development process. Description of project phasing and timeline approach, as well as any other major projects currently being undertaken or expected to be awarded in the next few months.

5. **Consultant Qualifications**

Identification and description of qualifications and experiences of key planning, design and other consultants expected to participate as members of the development team (if any), with special emphasis on planning, architecture and design. Response should provide examples of previous relevant experience, descriptions of comparable projects and particular roles and responsibilities of the identified participants in the project. If in-house staff, provide similar detail.

6. **Graphic Presentation**

Graphic materials and renderings portraying the developer’s vision of how the site could be developed. The City’s intent is not to elicit elaborate architectural presentations, but only to obtain a sense of the developer’s ideas and concepts for the site through hardlined floor plans and full color elevations. The proposal should address any projection of sound, traffic flow, landscaping, and utility use projections.

7. **References**

The proposal shall include developer references, other than financial references, from key individuals and government officials with whom the responding development entity has worked in similar situations (names, addresses, email addresses, telephone numbers).

The City reserves the right to request additional information which might be deemed necessary after request-for-proposals have been received and opened. The City reserves the right to request interviews with developers that have submitted request-for-proposals to provide the proposed services.
Evaluation Criteria and Review/Selection Process

A selection committee comprised of City elected officials, staff, legal counsel, and others as appropriate to serve as the Project Evaluation Team. The Project Evaluation Team will review all responses to this request-for-proposals. Some or all of the developer respondents may be requested to present their proposals to the Project Evaluation Team. The Project Evaluation Team shall evaluate proposals based on the developer respondent’s thoroughness in addressing all of the points outlined in the previous section. Finalists will present their proposals to the City Council and Council will select the final preferred developer for the project.

Once a preferred developer is selected, a redevelopment agreement will be drafted to include all terms of development. This redevelopment is then subject to City Council approval. The City reserves the right to terminate negotiations and all commitments hereunder if, within a reasonable amount of time determined by the City, in its sole discretion, the parties have not arrived at mutually acceptable terms to be included in the redevelopment agreement. Once selected for further negotiations, the preferred development shall submit a $10,000 non-refundable fee prior to commencement of negotiations. Evidence of private lender commitment shall be submitted to the City within sixty (60) days of commencement of negotiations. This fee shall be credited to the developer upon execution of the redevelopment agreement between the preferred developer and the City, with the method of credit to be negotiated in the final agreement.

The City is under no obligation to proceed with this project and reserves the right to reject any and all proposals, waive defects in proposals, enter negotiations with any developer, and to resolicit for proposals. The City will not be responsible for any costs or fees associated with the preparation of a response to the request-for-proposal.
Exhibit A
( Redevelopment Site)

3302 W. Waukegan Road
Redevelopment Site
Exhibit "A"
Exhibit B
(Aerial Site View of Subject Property)
Exhibit C
(Aerial Photograph of Subject Property)
Exhibit D
(Property and Easement Exhibit)
Exhibit E

(Boat Slip Access Easement and Assignment Agreement)

ORDINANCE NO. ORD-11-1562

AN ORDINANCE AUTHORIZING THE EXECUTION OF A BOAT SLIP ACCESS EASEMENT AND ASSIGNMENT AGREEMENT BETWEEN THE CITY OF MCHENRY, AN ILLINOIS MUNICIPAL CORPORATION AND 1110 GREEN LLC, A LIMITED LIABILITY COMPANY

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

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL of the CITY OF MCHENRY, McHenry County, Illinois, as follows:

SECTION 1: The Boat Slip Access Easement and Assignment Agreement, bearing the date of October 3, 2011, between the CITY and 1110 GREEN LLC be and the same is hereby approved. A complete and accurate copy of said agreement, labeled "Boat Slip Access Easement and Assignment Agreement" is attached to this ordinance and incorporated herein by reference.

SECTION 2: The Mayor and City Clerk are hereby authorized to affix their signatures as Mayor and City Clerk to said Boat Slip Access Easement and Assignment Agreement for the uses and purposes therein set forth.

SECTION 3: All Ordinance or parts thereof in conflict with the terms and provisions hereof are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the City of McHenry, McHenry County, Illinois.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.
AYES: SANTIL, SCHAEFER, WINNER, PETERSON, CONDON

NAYS: GLAB

ABSTAINED: NONE

ABSENT: BLAKE

NOT VOTING: NONE

APPROVED THIS 3RD DAY OF OCTOBER, 2011

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
Boat Slip
Access Easement and Assignment Agreement

This Boat Slip Access Easement and Assignment Agreement ("Agreement") is entered into by and between the City of McHenry and 1110 Green LLC ("1110 Green") this 3rd Day of October, 2011.

WHEREAS, the City is the owner of certain real property described on Exhibit 1, attached hereto and made a part hereof ("Real Estate"); and

WHEREAS, there is located adjacent to the Real Estate in the Riviera Marina ("Marina"), eight (8) boat slips numbered 1-8 depicted on Exhibit 2, attached hereto and made a part hereof ("Slips"); and

WHEREAS, the City and predecessors in interest to 1110 Green relative to ownership of the multi-family residential project now known as "River Place Luxury Residences" were parties to a Redevelopment Agreement dated February 5, 2007 and amendments thereto dated April 7, 2008 and December 14, 2009 ("Redevelopment Agreements").

WHEREAS, the Redevelopment Agreements each referenced the conveyance of certain boat slips and piers along with related access licenses and easements for the benefit of a development formerly known as "Riverwalk Center" n/k/a River Place Luxury Residences.

WHEREAS, the intent of the parties is to execute this Agreement in lieu of and in total replacement of any and all references in the Redevelopment Agreements to the conveyance of boat slips, easements, licenses and regulations relating thereto.

NOW THEREFORE, in consideration of the promises and covenants made in this document and related closing documents, the Parties hereto agree as follows:

1. **Conveyance of Slips.** The City hereby ratifies the prior conveyance of all of its right, title and interest in and to the same eight boat slips referenced in the Redevelopment Agreements ("Boat Slips") (including all rights to transfer such right, title and interest in the Boat Slips elsewhere in the relevant trading zone). Based upon the Department of the Army’s letter to the City Attorney dated January 3, 2008 reference Project No. I.R.C-2007-557, the City hereby represents that it owned the Boat Slips prior to such conveyance and such boat Slips were part of the 67 slips located in the Marina. In the event that the City’s conveyance of Slips was ineffective or void for any reason, the City shall take all necessary action to convey the same number of Slip rights to the then owners of the Slips from its previously acquired Stanton Bay Reserve. In the event that the City chooses to remove or relocate the Piers from the Riviera Marina for any reason ("Removed Slips"), then the City shall, at its sole expense, and with full cooperation of the Slip owners, relocate the Removed Slips to another location within the same trading zone as the Riviera Marina.

2. **1110 Green’s Right to Lease Boat Slips.** During the term of this Agreement, the 1110 Green shall have the right to lease the Boat Slips.

3. **Access Easement to the Boat Slips.** The City hereby grants and conveys to 1110 Green, its successors and assigns, an exclusive perpetual easement of access to the Boat Slips along and across that part of the Real Estate legally described and shown as "10' Pedestrian Access Easement" on Exhibit 2 ("Exclusive Easement"). The term of the Exclusive Easement shall commence on the date of this instrument and shall run in perpetuity unless sooner terminated by
subsequent written agreement executed by all persons and entities owning and holding rights in the Boat Slips and the City. The Exclusive Easement, the restrictions hereby imposed and the covenants herein contained shall be easements, restrictions and covenants running with the title to the Real Estate and shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, assigns and successors-in-interest and/or title.

4. **City Representation as to Title.** The City warrants and covenants that it has fee simple title to the Real Estate.

5. **Vehicle License Area.** The City hereby grants and conveys to 1110 Green, its successors, lessees and assigns, a nonexclusive revocable license for vehicular access, loading, automobile parking, and related uses over that part of the Real Estate depicted as "Vehicle License" on Exhibit 2 ("Vehicle License"). The Vehicle License is revocable and terminable by the City, in its discretion, at any time, upon 30 days' notice to 1110 Green and all persons or entities owning and holding rights in the Slips.

6. **Maintenance of Exclusive Easement and Vehicle License.** During the term of the Exclusive Easement and the Vehicle License, the City shall maintain the Exclusive Easement area and the Vehicle License area in good condition at its own cost and expense.

7. **Rules and Regulations Regarding use of Boat Slips.** 1110 Green, its successors, lessees and assigns agree to abide by all rules and regulations imposed by the City or other regulatory agencies regarding the use of the Boat Slips, which rules and regulations may be instituted and amended from time to time pertaining to the use of all Boat Slips. In addition to such rules and regulations instituted from time to time by the City or other regulatory agencies regarding the use of the Slips, prior to the sale of any Slips, 1110 Green shall develop rules and regulations ("Boat Slip Regulations") to be incorporated by reference in any document evidencing the sale and assignment of a Boat Slip. The Boat Slip Regulations shall be subject to review and approval by the City and shall include a provision that the City is a third party beneficiary thereof with the power to enforce the same. Such Boat Slip Regulations shall include, at a minimum:

- Proof of insurance for each boat owner is required.
- Boat slips may be rented for use.
- Slip owners must pay flat fee for electric and water costs/year in accordance with the fees imposed by the operator of the Marina.
- No TV antennas are allowed; satellite dishes are permitted.
- Dock boxes are not allowed.
- The marina operator shall have the ability to shut-off boat air conditioners left running.
- No boatlifts are allowed.
- No parking on the grass is allowed.
- The piers must be kept in good condition.
- Only one vehicle per Boat Slip shall be permitted at any one time in the Vehicle License area.
- The license plate number of each vehicle parked in the Vehicle License area must be provided to the current operator of the Marina.
- No overnight parking of vehicles shall be allowed.
- A Boat Slip owner shall not be permitted to park a vehicle in the Vehicle License area during those periods that the owner's boat has been removed from the water.
8. Abandonment of Boat Slips. In the event 1110 Green, its successors, lessees or assignees, removes, transfers or relocates some or all of the Boat Slips off-site of the Marina in which they are currently located, for a consecutive period of more than 3 months, ("Abandoned Boat Slips"), the Exclusive Easement and the Vehicle License, relative to the Abandoned Boat Slip(s), shall be deemed abandoned and terminated and the Abandoned Boat Slip site(s) shall revert to the City without any further action by the City or 1110 Green.

9. Use of Marina Services. Slip owners shall be entitled to use all services (subject to payment of then applicable fees) available to other users of the Marina.

10. First Right of Refusal. 1110 Green and its successors and assigns shall have the right to transfer title to the Boat Slips without the prior written consent of the City, provided, however, the City hereby reserves and 1110 Green hereby grants to the City, a first right of refusal ("Right of First Refusal") with respect to any conveyance of a Boat Slip to a third party other than sales to owners of units in the River Place Luxury Residences Project or sales of Boat Slips in connection with the sales of units in the River Place Luxury Residences Project. In the event that a Seller shall receive a bona fide offer to purchase a Boat Slip, such Seller shall deliver to the City a copy of the offer. The City shall have until the twenty-first (21st) business day after the date of City's receipt of the offer within which to exercise the Right of First Refusal by providing to Seller a written contract signed by City on the same material terms and conditions as contained in said offer. If City shall decline to exercise the Right of First Refusal by not submitting such written contract to purchase the Boat Slip or does not respond within such twenty-one (21) business day period, Seller may sell the Boat Slip to such bona fide offeror without further notice or obligation to the City.

11. Conveyance of Boat Slips to Project Successor. Notwithstanding any of the to the contrary herein, 1110 Green shall be entitled to transfer all of its interest in the Boat Slips to any good faith third-party purchaser of all of the interest of 1110 Green in the Redevelopment Property and River Place Luxury Residences Project as a whole as defined in the Redevelopment Agreement, as amended.

12. Amendment of Redevelopment Agreements. To the extent that the subject matter addressed in this Agreement is referenced in the Redevelopment Agreements, the same shall be controlled by the terms of this Agreement and the remaining terms of the Redevelopment Agreements shall continue in full force and effect.

Wherefore the Parties have executed this Agreement, this 3rd day of October, 2011.

City of McHenry

[Signature]
By: Susan E. Low, Mayor

1110 Green LLC

[Signature]
By: Roy Blavvise, its Manager
That part of the NE fractional ¼ (on the west side of the Fox River) of Section 35, Township 45 North, Range 8, east of the third principal meridian, described as follows:

Commencing at the NE corner of the west ½ of the NE ¼ of said Section 35, thence southerly along the west line of the NE ¼ of the NE ¼ of said Section, a distance of 143.88 feet to the southerly line of a private lane as shown on the plat of Venice Park, Unit No 1, for the place of beginning; thence continuing southerly along the west line of the NE ¼ of the NE ¼ of said Section, a distance of 445.3 feet to the SE corner of lands conveyed to Chauncey Beckwith by deed recorded in Book 34 of Deeds, Page 337; thence easterly along a line that forms an angle of 07 degrees 44 minutes to the left with the prolongation of the last described course, a distance of 865.2 feet to the westerly shore line of the Fox River; thence Northwesterly along said westerly shore line, a distance of 298 feet, more or less, to the southerly line of a tract of land conveyed to Charles Coles by deed recorded in Book 392 of Deeds, page 505; thence northwesterly along the southerly line of said Charles Coles tract, a distance of 464.9 feet to the SW corner of said Coles tract; thence northerly along the westerly line of said Coles tract and along the westerly line of a tract of land acquired by the City of McHenry through proceedings held in the County Court of McHenry County, Illinois, as Case No 2593, a distance of 118.21 feet to the southerly line of aprivate lane as shown on the plat of Venice Park, Unit No 1; thence northwesterly along said southerly line, a distance of 230.3 feet to the place of beginning; (Excepting that part of the northeast fractional ¼ of Section 35, Township 45 North, Range 8 east of the third principal meridian, described as follows:

Beginning at the SE corner of the private lane in the Venice Park Addition to McHenry Unit No 1; thence south 0 degrees 37 minutes east, 118.21 feet; thence north 86 degrees 45 minutes west, 33.03 feet to the place of beginning; thence north 0 degrees 37 minutes west, 130.53 feet to the southerly line of said private lane; thence north 66 degrees 49 minutes west, 21.86 feet; thence south 0 degrees 37 minutes east, 137.99 feet; thence south 86 degrees 45 minutes east, 20.05 feet to the place of beginning), in McHenry County, Illinois. And also (Excepting therefrom that part of said Section 35 bounded and described as follows, to wit: beginning at the southwest corner of a piece of land deeded by Sophronia Beckwith to George H Beckwith. Said deed was recorded in the Recorder’s Office of McHenry County, Illinois, in Book 34 of Deeds, on page 312, said point being known as the SW corner of Lot 5 of the County Clerk’s Plat of the north ½ of Section 35, Township 45 North, Range 8 east of the third principal meridian; thence east along the south line of said piece of land to deeded 500 feet to the SE corner thereof for a place of beginning; thence south 87 degrees 44 minutes east, 865 feet, more or less, to the Fox River; thence northeasterly along the water’s edge of the Fox River 15 feet; thence west parallel with the last above described course 855 feet to the east line of the NW ¼ of the NE ¼ of Section 35 aforesaid; thence south 15 feet to the place of beginning, (excepting and reserving therefrom the westerly 40 feet thereof), all in McHenry County, Illinois.
Exhibit G
(Boundaries and Contour Lines)

3302 W. Waukegan Road
Redevelopment Site
Exhibit I
(ADID Wetlands)